



NEWTON FALLS CITY COUNCIL
REGULAR MEETING AGENDA
 Wednesday, May 6, 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	
Interim City Manager	Kathleen King
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
- VIII. Approval of Previous Minutes**
 - Special Meeting Minutes April 6, 2026
 - Regular Meeting Minutes April 15, 2026
 - Emergency Meeting Minutes April 15, 2026
- IX. Public Hearings**
- X. Unfinished Business**
- XI. New Business**
 - RESOLUTION 08-2026 Sponsors: Kropp, Axiotis
 A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT WITH THOMAS FOK & ASSOCIATES, INC. FOR GENERAL ENGINEERING SERVICES FOR THE YEAR

 - RESOLUTION 09-2026 Sponsors: Stimpert, Axiotis, Kropp
 A RESOLUTION HONORING CHAD RANKIN ATHLETIC DIRECTOR AT NEWTON FALLS EXEMPTED VILLAGE SCHOOLS

 - ORDINANCE 2026-21 Sponsors: Rufener, Axiotis
 AN EMERGENCY ORDINANCE REPEALING UNCODIFIED ORDINANCE 2026-18

ORDINANCE 2026-22
AN EMERGENCY UNCODIFIED ORDINANCE AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CONTRACT FOR THE PURCHASE AND INSTALLATION OF A
REPLACEMENT WASTEWATER PUMP FOR THE WASTEWATER TREATMENT
PLANT

Sponsors: Stimpert, Rufener

ORDINANCE 2026-23
AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 2026-19
AUTHORIZING THE SALE OF REAL AND PERSONAL PROPERTY OWNED BY THE
VILLAGE TO AMP TRANSMISSION, LLC AND AUTHORIZING THE VILLAGE
MANAGER TO EXECUTE AN ASSET PURCHASE AND SALE AGREEMENT, AN
OPERATIONS AND MAINTENANCE SERVICE AGREEMENT, A GROUND LEASE,
AND OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SALE AND
TRANSFER OF PROPERTY

Sponsors: Stimpert, Rufener

- XII. Public Comments**
- XIII. Closing Remarks**
- XIV. Motion to Recess into Executive Session (If Necessary)**
- XV. Adjournment**



NEWTON FALLS CITY COUNCIL
SPECIAL MEETING MINUTES
 Monday, April 6, 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 6:12 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: Finance Director Hileman, Asst. Law Director Gary Van Brocklin
 Staff Absent: City Manager Vernaccini, Clerk Acomb, Chief Barco.
- 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)(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 and other matters required to be kept confidential and 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 (Interviews for Interim City Manager).

NOTE: Council may take action following the executive session

Kropp made a motion to enter executive session. 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 6:07 pm.

Rufener made a motion to exit executive session

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 7:23 pm.

Axiotis made a motion to begin negotiations with Kathy King for the interim city manager position at a rate not to exceed \$9,500 per month, no benefits, contracted employee and to cover any repayment on tax credits not to exceed \$15,000, as a result of the contracted employment. Second by Burke.

Stimpert clarified that the current city manager would receive her city manager salary until April 22, 2026 even if the interim city manager was able to begin prior to that date. Mr. Van Brocklin agreed. Axiotis questioned who would be negotiating with King. Van Brocklin stated that he would handle the negotiations.

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

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

IX. Adjournment

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

No discussion.

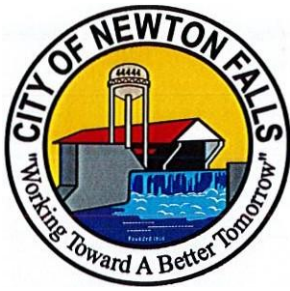
Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The meeting was adjourned at 7:30 pm.

APPROVED:

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council



NEWTON FALLS CITY COUNCIL
EMERGENCY MEETING MINUTES
 Wednesday, April 15, 2026; 5:30 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	Gary Van Brocklin
Finance Director	Pamela Hileman
City Clerk	Michael Acomb
Police Chief	John Barco

- I. Call to Order**
 Mayor Hanson called the meeting to order at 5:30 pm.
- II. Pledge of Allegiance / Silent Prayer**
- III. Roll Call**
 Mayor Hanson asked Mr. Acomb to call the roll.
 Council Present: Councilperson Axiotis, Councilperson Kropp, Councilperson Stimpert, Councilperson Burke, Councilperson Rufener, Mayor Hanson.
 Council Absent: None.
 Staff Present: Finance Director Hileman, Clerk Acomb, Law Director Gary Van Brocklin.
 Staff Absent: City Manager Vernaccini, Chief Barco.

 Rufener made a motion to excuse Mr. Burke’s absence for personal reasons. Second by Stimpert.
 No discussion.
 Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0.
- IV. Public Comments (Agenda Items Only)**
 Julie Lemon – 609 Ridge Road

 She argued that the emergency meeting was not properly noticed under the charter, making any actions taken legally vulnerable and subject to challenge. She raised concerns about potential litigation, financial risk, and lack of transparency, particularly criticizing the structure and compensation terms of the interim city manager contract. She urged council to follow proper procedures, justify the emergency designation, and comply with the charter to avoid exposing the village to further legal and financial consequences.

V. New Business

ORDINANCE 2026-20

Sponsors: Councilpersons Stimpert, Axiotis

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE ATTACHED CONTRACT FOR INTERIM CITY MANAGER AND APPROVING THE ASSOCIATED EXTENSION AGREEMENT

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

Kropp moved to amend the ordinance to reduce the monthly compensation from \$9,800 to \$9,500, and to adjust a related payment amount from \$5,199 to \$5,499. Second by Rufener.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0.

Asst. Law Director (Gary Van Brocklin), pointed out that the extension agreement still reflected the old \$9,800 amount and should be updated to \$9,500 for consistency.

Kropp moved to amend the ordinance further as suggested. Second by Rufener.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0.

Rufener made a motion to adopt the ordinance as amended. Second by Kropp.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. First Reading.

Kropp made a motion to adopt the ordinance as amended. Second by Rufener.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. Final Reading.

MOTION

A Motion to direct the Law Director to require Jamie Vernaccini to return all city property, including a laptop, keys, key fobs or security devices, and access (such as passwords or accounts), as soon as possible and no later than Friday, April 17, 2026.

Moved by Stimpert. Second by Kropp.

No discussion

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0.

VI. Public Comments (Agenda Items Only)

Julie Lemon - 609 Ridge Road

Lemon again criticized council for not following the charter, specifically arguing that actions taken during the emergency meeting—such as motions outside the stated agenda—were improper. She emphasized that required public notice procedures were not met, that meeting agendas were not posted in a timely manner on the city’s website, and that this lack of transparency prevents public participation. She urged council to follow the rules they are sworn to uphold and stop disenfranchising residents.

VII. Adjournment

Stimpert 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. The meeting was adjourned at 5:51 pm.

APPROVED:

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council



NEWTON FALLS CITY COUNCIL
REGULAR MEETING AGENDA
 Wednesday, April 15, 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	
Interim City Manager	Kathleen King
Law Director	Jeff Limbian
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Clerk of Council	Michael Acomb
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- I. Call to Order**
 Mayor Hanson called the meeting to order at 6:12 pm.
- II. Pledge of Allegiance / Silent Prayer**
- III. Roll Call**
 Mayor Hanson asked Mr. Acomb to call the roll.
 Council Present: Councilperson Axiotis, Councilperson Kropp, Councilperson Stimpert, Councilperson Rufener, Mayor Hanson.
 Council Absent: Councilperson Burke.
 Staff Present: Finance Director Hileman, Clerk Acomb, Asst. Law Director Gary Van Brocklin, Interim City Manager King.
 Staff Absent: City Manager Vernaccini, Chief Barco.

 Rufener made a motion to excuse Mr. Burke’s absence for personal reasons. Second by Stimpert. No discussion. Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0.
- IV. Changes To Tonight’s Agenda**

 Stimpert made a motion to remove the motion to recess into executive session from the agenda. Second by Rufener. No discussion. Roll Call Vote: Mr. Axiotis-abstain due to conflict of interest; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 3-0.

 Stimpert made a motion to postpone Ordinance 2026-19 until the next regular meeting. Second by Rufener. No discussion. Roll Call Vote: Mr. Axiotis-abstain due to conflict of interest; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 3-0.
- V. Special Presentations by Staff Members or Invited Consultants**
- VI. Public Comments (Agenda Items Only)**

Nicholas Elesia (sp?)

He read from a prepared statement. He addressed a neglected private property behind a convenience store, noting that he has raised the concern for several years without

resolution and is unsure who owns it. He asked whether the city could take any action or provide guidance, and also mentioned additional concerns about a neighboring property with visible clutter affecting his view. He indicated he would share photos with officials and stated that he may consider legal action if the situation is not addressed.

VII. Reports

- a. Mayor - The Mayor reported that he recently visited the wastewater treatment plant and observed that the facility's asphalt is in poor condition and needs resurfacing after decades without updates. He also raised concern that the plant lacks its own front-end loader, requiring staff to borrow equipment from the street department, which he suggested creates inefficiencies and potential liability. He recommended that council consider purchasing a dedicated loader for the facility.
- b. Council Members
 - i. Ward 1 –No report.
 - ii. Ward 2 – Mr. Kropp reported that he has received several calls from constituents regarding various small issues around town and has been working to address them or connect residents with the appropriate contacts. He noted that he appreciates the increased engagement from residents reaching out with concerns and questions, and that this communication has been helpful.
 - iii. Ward 4 – Mr. Rufener reported on concerns raised by a resident regarding the permissive motor vehicle tax, noting that approximately \$72,000 was collected in 2023 and questioning how those funds are being used. He stated that the revenue appears to be accumulating rather than being fully spent for its intended purpose of road improvements, and he plans to meet with the city manager and finance director to review the fund in detail. He also indicated that he may pursue further action depending on his findings regarding whether the tax is still necessary and being used appropriately.
 - iv. At-Large – Ms. Stimpert reported that she has been working on issues related to the city's emergency sirens, noting that residents have raised concerns and that the sirens are not currently functioning properly. She explained that control of the sirens had shifted to the county, but there are connectivity issues preventing activation, and the situation is being investigated to determine the cause and restore functionality.
- c. Law Director - The Law Director reported on ongoing legal matters, including stepping in to handle prosecution responsibilities due to a conflict with the current prosecutor. He discussed an upcoming pretrial in the case involving Pamela Priddy and noted that he has received investigative materials related to the matter. He also indicated the potential for both a civil lawsuit to recover funds and an additional criminal case, possibly at the felony level, and suggested the need for an executive session to discuss these legal issues further.

Kropp made a motion to add a Motion to name Gary Van Brocklin as the special prosecutor for the case State of Ohio vs. Pamela Priddy, pending in Newton Falls Municipal Court. Second Stimpert.

No discussion

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The motion was added to New Business.

VIII. Approval of Previous Minutes

Mayor Hanson asked for a motion to approve the Regular Meeting Minutes April 1, 2026. Moved by Stimpert. Second by Kropp.

No discussion.

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

IX. Public Hearings

ORDINANCE 2026-07

Sponsors: Axiotis, Rufener

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

No public comments.

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.

No public comments.

X. Unfinished Business

ORDINANCE 2026-07

Sponsors: Axiotis, Rufener

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

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

Mr. Kropp stated that is ordinance has been “a long time coming”.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The ordinance was adopted.

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.

Mayor Hanson read the ordinance by title only and called for a motion to adopt the ordinance. Moved by ---. Second by ---.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The ordinance was adopted.

XI. New Business

RESOLUTION 07-2026

Sponsors: Rufener, Stimpert

A RESOLUTION DIRECTING THE CITY MANAGER TO SIGN A LETTER OF SUPPORT FOR THE 2025 OHIO DEPARTMENT OF AGRICULTURE LAND USE PLANNING GRANT APPLICATION

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

Rufener explained that the resolution supports Trumbull County’s application for a land use planning grant, which would help fund development of comprehensive plans for local communities. Kropp asked whether there would be any financial benefit returned directly to the city, prompting clarification that the county would

secure the grant first and then communities like Newton Falls could potentially access those funds.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The resolution was passed.

ORDINANCE 2026-18

Sponsors: Stimpert, Rufener

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF A REPLACEMENT WASTEWATER PUMP FOR THE WASTEWATER TREATMENT PLANT

Mayor Hanson read the ordinance by title only and called for a motion to adopt the ordinance. Moved by ---. Second by ---.

Rufener explained that one of the required pumps had failed, leaving the facility operating below optimal capacity and creating potential compliance risks.

Council members asked brief clarifying questions about the condition of the remaining pumps and the urgency of replacement, but no concerns or opposition were raised. The ordinance proceeded forward without issue.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The ordinance was adopted. First Reading.

INSTALLATION OF A REPLACEMENT WASTEWATER PUMP FOR THE WASTEWATER TREATMENT PLANT

Mayor Hanson read the ordinance by title only and called for a motion to adopt the ordinance. Moved by ---. Second by ---.

Rufener provided additional detail on the urgency, explaining that the plant requires three pumps for normal operations and is currently down one, with another experiencing issues. He emphasized that delays in ordering—due to tariffs and long lead times—could result in a wait of several months, creating risk for EPA compliance. Kropp noted that sourcing the replacement pump locally in Ohio could help avoid those delays. No opposition was raised, and council proceeded to pass the ordinance as an emergency measure.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The ordinance was adopted. Final Reading.

A Resolution to name Gary Van Brocklin as the special prosecutor for the state of OH v. Pamela Priddy pending in NF Municipal court.

Kropp introduced the motion to add the resolution to the agenda, and the matter was clarified by the Law Director, who explained the need due to a conflict with the current prosecutor. Council members discussed whether formal action was necessary given the Law Director's authority, but agreed to proceed for clarity.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The resolution was adopted.

XII. Public Comments

No public comments.

XIII. Closing Remarks

- a. Mayor - Mayor Hanson reiterated his earlier concerns about the wastewater treatment plant, emphasizing the need to address equipment issues, particularly the lack of a functioning front-end loader. He suggested the city should assess unused or non-working equipment across departments and consider reallocating or replacing it to better support operations at the plant.

- b. Council Members
 - i. Stimpert – She reported in her closing remarks that the comprehensive plan committee continues to move forward, having recently met to identify key areas in the community for outreach and input. She noted that the group includes a mix of residents, business owners, and administrators, and she expressed optimism about the progress and future development of the plan.
 - c. Assistant Law Director – No remarks.
 - d. Interim City Manager – No remarks.

XIV. Adjournment

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

No discussion.

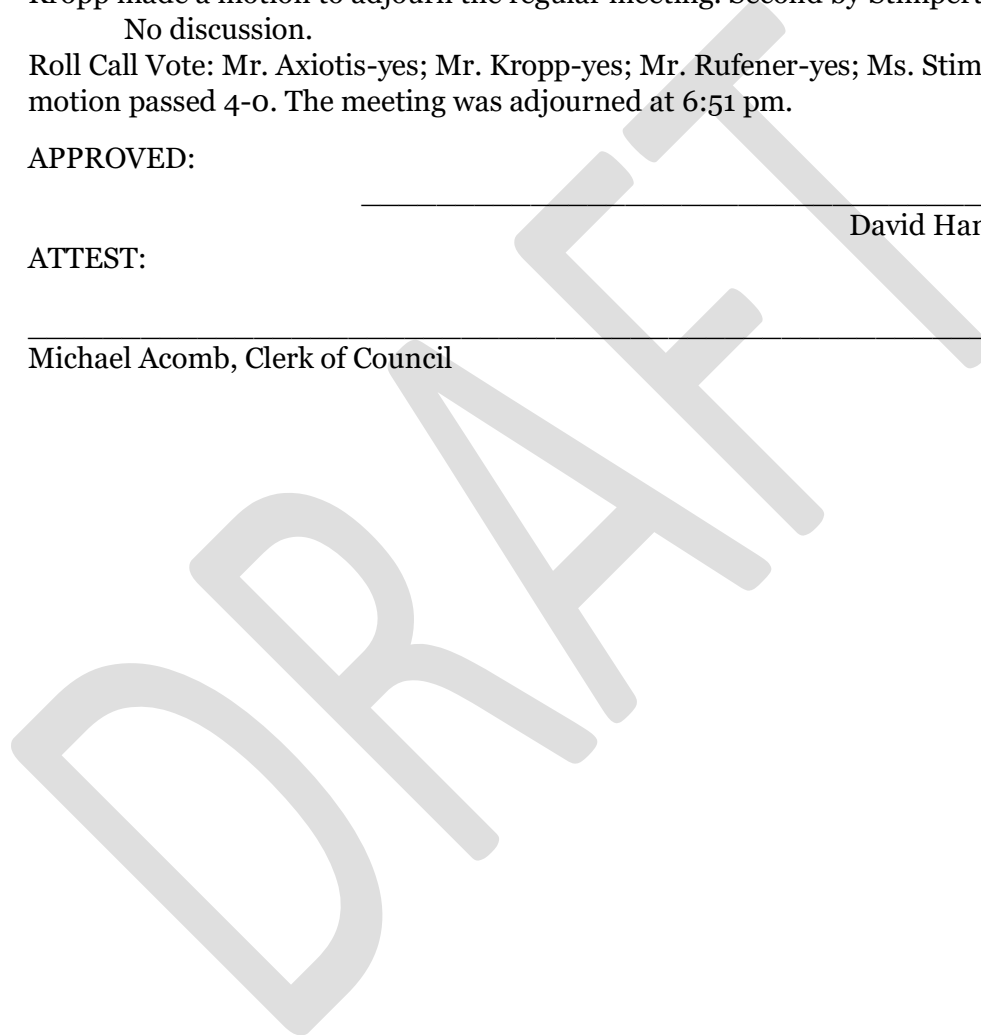
Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The meeting was adjourned at 6:51 pm.

APPROVED:

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council



VILLAGE OF NEWTON FALLS, OHIO
RESOLUTION NO. 08-2026
SPONSOR: Councilpersons Kropp, Axiotis

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT WITH THOMAS FOK & ASSOCIATES, INC. FOR GENERAL ENGINEERING SERVICES FOR THE YEAR

WHEREAS, Thomas Fok & Associates, Inc. has performed general engineering services for the Village of Newton Falls;

WHEREAS, The Village of Newton Falls would like to enter a contract with Thomas Fok & Associates, Inc. to perform general engineering services for the year; and

WHEREAS, Village Council has appropriated funds in the 2026 budget and wishes to authorize the City Manager to enter a contract with Thomas Fok & Associates, Inc for general engineering services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEWTON FALLS, OHIO:

SECTION 1: The Newton Falls City Manager is hereby authorized to execute a contract with Thomas Fok & Associates, Inc. in an amount not to exceed \$20,000.00. Terms and Conditions of the agreement shall be in conformity with the proposal submitted to the Village of Newton Falls, a copy of which is attached to this Resolution as Exhibit A and incorporated by reference.

SECTION 2: All formal actions of Council relating to adoption of this Resolution, and all deliberations of Council and any of its committees leading to such adoption, were in meetings open to the public as required by law.

SECTION 3. This Resolution shall take effect at the earliest time permitted by law.

PASSED IN COUNCIL THIS 6th DAY OF MAY 2026.

Mayor David Hanson

Attest:

Michael Acomb
Clerk of Council

As to Form Only
Gary L. Van Brocklin
Assistant Law Director

**ENGINEERING AGREEMENT FOR THE
PERFORMANCE OF ENGINEERING SERVICES
(May 1, 2026 to April 30, 2027)**

SCOPE OF SERVICE

1. An infrastructure need inventory will be performed by meeting with Newton Falls and staff to discuss potential improvements.
2. Keep Newton Falls informed on any federal or state grants of any nature that may be available for engineering projects and assist them in the preparation of applications and supporting documents for governmental grants, loans, or advances.
3. Furnish engineering and planning services as may be needed by Newton Falls for improvements. Such services may include, but shall not be limited to, conducting studies and preparing maps, reports, profiles, layouts, drawings, grades, specifications, and cost estimates.

PERFORMANCES BY NEWTON FALLS

This proposal is based upon the assumption that Newton Falls will, without cost to *FOK*:

Make available to use all data and information in its files that are pertinent to the work proposed.

Furnish any property, boundary, right-of-way or topographic surveys and all easements which may be required, unless such are authorized as a Supplementary Service to *FOK*

Make reviews of submitted materials or samples in timely manner so as not to adversely impact the time schedule of the project.

Assist in providing access to existing facilities in the field, and provide notice to easement providers.

Provide contact with all governing agencies and pay any applicable fees for regulatory agencies review and approvals.

Provide enough additional money if soil information is required.

FEES AND PAYMENT

For services outlined herein under the Scope of Service, Newton Falls will pay and *FOK* will accept for services and expenses rendered an amount "Not to Exceed" TWENTY THOUSAND DOLLARS (\$20,000.00) as detailed per the Rate Schedule, Exhibit A, attached hereto and made a part hereof.

Payment

Progress payment shall be due and payable upon submission of monthly invoices along with a progress report describing the work performed during the invoice period. Invoices for lump sum fee type service shall be based upon the Engineer's estimate of the percentage of the total services actually completed at the time of billing.

Cost Reallocations

The estimated cost limitations are for guidance purposes only. Costs may be reallocated as the conduct of the work dictates, providing the total net price is not increased. The total price and scope may be modified only by additional amendments to this agreement.

INSURANCE

FOK shall procure and maintain during the life of this agreement, insurance of the types and minimum amounts as follows:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	Bodily Injury Per Accident \$500,000
Excess Liability to CGL & Auto	\$5,000,000 per occurrence \$5,000,000 aggregate
Professional Liability	\$2,000,000 Per Aggregate/Claim

Certificates of Insurance evidencing these coverages shall be provided upon request.

GENERAL

Indemnification

FOK shall indemnify and save harmless Newton Falls and its agents and employees from all suits or actions for personal injuries including death, or property damages, caused by negligent acts, errors or omissions of FOK or his agents or employees, arising out of the work of this Contract.

Changes

Newton Falls may, by written order, make changes within the general scope of services of this Contract. If such changes cause an increase or decrease in the scope or the cost of the work to be performed by FOK the parties shall agree in writing as to the equitable adjustments to be made in the fees and payments, prior to implementation of the changes.

If Newton Falls wishes to make changes in the project which are beyond the scope of services of this Contract, such changes shall be agreed in an Amendment to this Contract, which shall describe the services, the terms of performance, and the compensation to be paid.

If Newton Falls or *FOK* wishes to change the time of performance of the services, such change shall be made in writing after agreement of the parties as to such change.

Termination

It is agreed that either party may terminate this Contract in whole or in part at any time by giving the other party thirty (30) days notice in writing. Such notice shall be delivered personally to the responsible officer of the other party, or sent by registered mail to the Principal Office of other party

In the event the Contract is terminated, *FOK* shall be compensated for the services rendered up to the date of termination.

Upon termination, *FOK* shall deliver to Newton Falls all work and applicable documents pertaining thereto completed to the date of termination. Newton Falls will hold harmless *FOK* from all claims or damages arising out of the possible subsequent use of the *FOK's* work.

Non-Discrimination

In the performance of this Contract, *FOK* shall not discriminate against any employee or applicant for employment on account of race, creed, color, sex or national origin. *FOK* shall take affirmative action to avoid discrimination in recruiting, employment, promotion, training, layoff, compensation, or discharge.

FOK shall comply with the requirements of Newton Falls' published non-discrimination and equal employment opportunity policies and programs in effect on the date of execution of this Contract, insofar as such policy is applicable to Newton Falls contractors.

Signatory Provisions

This proposal is made by the undersigned *FOK*, an Ohio Corporation. If Newton Falls accepts the offer herein contained, the resulting agreement shall be binding upon and shall inure to the benefit of such corporation, its successors or assigns.

Nothing in this proposal shall be construed as obligating *FOK* to appear in litigation or to prepare evidence for such in your behalf, except in consideration of additional compensation.

IN WITNESS WHEREOF, the duly authorized parties hereto have set their hands and seals as of the day and year first herein written.

THOMAS FOK AND ASSOCIATES, INC.

By:

Jeff Donofrio
Jeff Donofrio, PE, Managing Partner

ATTEST:

Date: April 21, 2026

By: Patty R. Smith

NEWTON FALLS, OHIO

By: _____

ATTEST:

Date: _____

By: _____

EXHIBIT A

STANDARD SCHEDULE OF COMPENSATION

<u>Classification</u>	<u>Hourly Rate*</u>
Project Executive/Project Manager	\$155.00
Senior Engineer	\$140.00
Project Engineer	\$125.00
Survey Manager	\$140.00
Environmental Specialist	\$110.00
Engineer Technician	\$ 95.00
Surveyor (2-man crew)	\$165.00
Surveyor (1-man GIS crew)	\$ 85.00
Construction Inspection	\$ 75.00
Subconsultant & Direct Expenses	Cost plus 5%

*The above Standard Schedule of Compensation includes salary costs and ordinary overhead and net fee.

VILLAGE OF NEWTON FALLS, OHIO
RESOLUTION NO. 09-2026
SPONSOR: Councilpersons Stimpert, Axiotis, Kropp

**A RESOLUTION HONORING CHAD RANKIN ATHLETIC DIRECTOR AT NEWTON FALLS
EXEMPTED VILLAGE SCHOOLS**

WHEREAS, Chad Rankin is the Athletic Director at Newton Falls Exempted Village Schools; and

WHEREAS, the Northeast Ohio Interscholastic Athletic Administrators Association awarded the Tim Flannery Award, to Chad Rankin;

WHEREAS, The Tim Flannery is one of the highest honors recognizing exemplary leadership, service, and dedication to interscholastic athletics.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEWTON FALLS, OHIO:

SECTION 1: Council desires to recognize the great honor received by Chad Rankin, Athletic Director of Newton Falls Exempted Village Schools.

SECTION 2: Council hereby declares Wednesday May 6, 2026, as Chad Rankin Day in the Village of Newton Falls.

SECTION 3: The Clerk is directed to prepare a certified copy of this resolution to be presented to Chad Rankin.

SECTION 4: All formal actions of Council relating to the adoption of this resolution, and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by law.

PASSED IN COUNCIL THIS 6th DAY OF MAY 2026.

Mayor David Hanson

Attest:

Michael Acomb
Clerk of Council

As to Form Only
Gary L. Van Brocklin
Assistant Law Director

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-21
SPONSORS: Councilpersons Rufener, Axiotis

AN EMERGENCY ORDINANCE REPEALING UNCODIFIED ORDINANCE 2026-18

WHEREAS, Ordinance No. 2026-18 contains an incorrect quotation for purchase of a wastewater pump; and

WHEREAS, Ordinance No. 2026-18 was adopted as an emergency measure due to the time to procure the pump and the failure of one of three pumps and failure of another pump prior to replacement of the pump would cause the Village to be unable to operate within Ohio Environmental Protection Agency standards.

WHEREAS, the repeal of Ordinance No. 2026-18 is an emergency to allow the adoption of a proper ordinance.

NOW, THEREFORE, BE IT ORDAINED BY COUNCIL OF THE VILLAGE OF NEWTON FALLS, STATE OF OHIO:

SECTION 1. That Council repeals uncodified Ordinance No. 2026-18.

SECTION 2. That all formal actions of Council relating to the adoption of this ordinance and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by law.

SECTION 3. That this ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the Village and its residents, due to the critical need to maintain uninterrupted wastewater treatment operations in compliance with OEPA standards.

SECTION 4. That this Ordinance shall take effect immediately upon its passage

PASSED IN COUNCIL THIS 6TH DAY OF MAY, 2026.

DAVID HANSON, MAYOR

ATTEST:

MICHAEL ACOMB, CLERK OF COUNCIL

APPROVED AS TO FORM:

GARY L. VAN BROCKLIN
ASSISTANT LAW DIRECTOR

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO: 2026-22
SPONSORS: Councilpersons Stimpert, Rufener

AN EMERGENCY UNCODIFIED ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE AND INSTALLATION OF A REPLACEMENT WASTEWATER PUMP FOR THE WASTEWATER TREATMENT PLANT

WHEREAS, the wastewater treatment plant is currently operating on two of three pumps needed for proper operation; and

WHEREAS, the Village does not have a replacement pump in inventory; and

WHEREAS, lead time for procurement of a new pump is at least sixteen weeks; and

WHEREAS, failure of an additional pump prior to the replacement of the failed pump would mean the wastewater treatment plant would not meet Ohio Environmental Agency standards.

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

SECTION 1: That Council authorizes the City Manager to execute an agreement with Buckeye Pumps in accordance with the quote set forth as Exhibit A and incorporated by reference in an amount not exceeding \$38,987.00

SECTION 2: That all formal actions of Council relating to the adoption of this ordinance and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by law.

SECTION 3: This ordinance is declared to be an emergency necessary for the preservation of the public health, safety, and welfare of the Village and its residents, due to the critical need to maintain uninterrupted wastewater treatment operations in full compliance with the standards required by the Ohio Environmental Protection Agency.

SECTION 4: This ordinance shall take immediately upon its passage.

PASSED IN COUNCIL THIS 6TH DAY OF MAY, 2026.

Mayor David Hanson

Attest:

Michael Acomb

As to Form Only
Gary L. Van Brocklin
Assistant Law Director

MAIN OFFICE
1311 Freese Works Place
Galion OH 44833
PH: (419) 468-7866
FX: (419) 468-1460



March 25, 2026

Quote # 32-032426-RH1

To: Newton Falls

Attn: Nick Frendak

Buckeye Pumps Inc. is pleased to provide pricing for the following equipment as required:

RAS Dry Pit Station

Two Buckeye pumps service tech to drive to the City of Newton Falls Ras station and replace one of the current dry pit pumps with the following Flygt pump.

Qty (1) - Flygt Model NT 3127 MT submersible wastewater pump with Adaptive N hydraulic. The pump shall be designed to deliver approximately 520 GPM at 33 feet TDH, driven by a 7.5 HP, 460V, 3-phase, 60 Hz motor operating at approximately 1750 RPM.

The pump shall be equipped with Flygt's patented self-cleaning Adaptive N impeller designed to pass solids and minimize clogging while maintaining high efficiency. The pump shall be capable of handling wastewater with solids and sludge concentrations up to approximately 8% without performance degradation.

The impeller shall be of Hard-Iron construction, with a cast-iron volute and motor housing. Pump design shall incorporate a short shaft overhang to reduce deflection and extend seal and bearing life.

The seal system shall consist of a double mechanical seal arrangement operating independently to provide redundant protection against leakage into the motor housing.

The motor shall be submersible-duty, insulation class H, with integral thermal protection and designed for continuous duty operation. The motor cable shall be a heavy-duty, submersible type suitable for wastewater environments.

The pump shall be provided with a 4" x 6" discharge connection and shall be configured for vertical, permanent installation.

Total Price for pump only.....\$19,848.00

Service to be performed:

- Removal of the current dry pit pump.
- Installation of the above-mentioned Flygt pump.
- Piping changes as needed.
- Installation of Minicas relay panel.
- Start-up and testing the pump.
- Clean up of Buckeye's Pumps job site around the pump.

Parts Provided:

- MiniCas Relay panel:
Wall-mounted NEMA 4X fiberglass control panel for seal fail and overtemp monitoring. Includes 480/120V control transformer, Mini-CAS relay wiring, seal fail and overtemp indicator lights, audible alarm with silence, manual reset pushbutton, and dry contacts for remote monitoring. UL 508A listed for industrial control.
- Ductal piping.
- Gaskets.
- Install hardware: nuts, bolts, washers, wires, ect.

Total Price for above items.....\$19,139.00

Quote Excludes: Bypass pump (if needed), and anything else not called out above.

Thank you for the opportunity to present this quote! Due to the ongoing uncertainty surrounding tariffs, supply chain volatility, and other market conditions beyond our control, all pricing is subject to change without notice. Final pricing will be determined at the time of shipment. We appreciate your understanding in this dynamic environment.

- Start-up service is included.
- Freight is included
- Delivery 14-16 weeks after receipt of approved submittals.
- Prices in this proposal are good for 30 days.
- Net due: 30 days with approved credit.
- No retainage withheld for delivered material only.
- All material remains the property of BPI until paid for in full.
- 2% monthly service charge after 30 days.

I understand that the terms of this proposal are final and no other terms or actions proposed by the customer – including contracts or purchase orders – are applicable without the signed approval of the authorized agent for Buckeye Pumps Inc. (BPI). I also understand that BPI is under no obligation to produce and/or deliver the materials described in this proposal until it is signed by the customer.

Upon my signature, this proposal and the terms within will act as a sales contract between Buckeye Pumps Inc. and the customer, and acts as a request for the Notice of Commencement for the Project.

Signature of Authorized Agent for the Customer: _____

Printed Name: _____

Company Name & Address: _____

Phone Number: _____

Fax Number: _____

Date: _____

Authorized Agent for BPI: _____

Ryan Hoffman
(419) 545-2398 mobile
(419) 462-4184 office direct
rhoffman@buckeyepumps.com

TERMS & CONDITIONS

1.GENERAL. The following Terms & Conditions apply to the provision of all goods supplied ("Equipment") and/or services rendered ("Services") by OTC Industrial Technologies or its affiliates ("Seller") to any purchaser ("Buyer"). Seller's offer for sale and Buyer's acceptance of any such offer is governed exclusively by these Terms & Conditions. If an order is deemed to be an offer by Buyer, then Seller's acceptance thereof is expressly conditioned on Buyer's assent to these Terms & Conditions. Any additional, different or conflicting terms proposed by Buyer in any offer, acceptance, confirmation (including any purchase order or specification sheet) or otherwise (a) are requests for material alternations to these Terms & Conditions, (b) are hereby rejected and objected to by Seller, and (c) will not be binding in any way on Seller. In addition to the foregoing, acceptance of any Equipment or Services by Buyer constitutes an express waiver by Buyer of any such additional, different or conflicting terms.

2.PAYMENT. The Equipment is offered at the prices quoted by Seller. Unless otherwise agreed to in writing by Seller, payment in full will be due within 30 days from date of invoice. If Seller does not receive payment in full on or before the due date, Buyer agrees to pay interest at the rate of 1 1/2 % per month from the due date to the date paid, subject to the maximum interest rate permitted by law. If any check is dishonored, Buyer agrees to pay Seller a fee of \$30.00. Notwithstanding the foregoing, Seller reserves the right to withhold shipment or to require other adequate assurances of performance of Buyer's payment obligations as Seller, in its discretion, may require.

3.DELIVERY. All Equipment will be shipped F.O.B., Seller's premises, unless otherwise agreed to by Seller in writing. If Buyer wishes to change standard delivery methods, Buyer agrees to bear any additional cost.

4.ACCEPTANCE; NON-CONFORMING EQUIPMENT. Upon Buyer's receipt of shipment, Buyer must immediately inspect the Equipment. Unless Buyer provides Seller with written notice of any claim for shortage, defect or nonconformity in the Equipment within ten days after receipt of shipment, such Equipment will be deemed finally inspected, checked and accepted by Buyer, and Buyer's failure to provide any such notice will be deemed to constitute a waiver of any such claim.

5.CANCELLATION. Custom or special orders or Equipment modified to Buyer's specifications are subject to the manufacturer's cancellation charges.

6.INSTRUCTION MANUAL. Where applicable, Buyer acknowledges being furnished with an instruction manual covering safe operation of the Equipment and understands that safe operation of the Equipment requires observing the operating and service instructions contained therein.

7.LIMITED WARRANTY AND DISCLAIMER. (a) Buyer acknowledges that Seller is not the manufacturer of the Equipment and that no warranty, including against patent or latent defects in material, workmanship or capacity, or with respect to the Equipment's fitness for any particular purpose, is provided herein. The exclusive warranty with respect to the Equipment is that provided by the manufacturer of the Equipment as set forth in the manufacturer's catalog or other listing where the Equipment is described (if any). As to such Equipment, Buyer may only proceed against the manufacturer in accordance with the manufacturer's warranty. Used Equipment is sold in an "AS IS, WHERE IS" condition and "WITH ALL FAULTS."

(b)Where Seller performs any service or repair work for Buyer, such work will be performed in a workmanlike manner.
(c)EXCEPT AS SET FORTH IN CLAUSES (a) AND (b) ABOVE, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.

8.LIMITATION OF LIABILITY; NO INCIDENTAL DAMAGES. SELLER'S LIABILITY WITH RESPECT TO ANY EQUIPMENT OR SERVICES, UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO REPAIRING OR REPLACING THE EQUIPMENT, OR REPERFORMING THE SERVICES, FOUND BY SELLER TO BE DEFECTIVE OR, AT SELLER'S DISCRETION, TO REFUNDING THE PURCHASE PRICE FOR SUCH EQUIPMENT OR SERVICES. SELLER WILL HAVE NO LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF USE, INCOME OR PROFIT) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE EQUIPMENT OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR BREACH OF ANY OBLIGATION OF SELLER HEREUNDER OR IN CONNECTION HERewith OR BASED ON ANY THIRD PARTY ACTION.

9.TRADE COMPLIANCE. (a) The Equipment and related technology may be subject to export and re-export restrictions under U.S. and other countries' export control regulations, including, without limitation, the U.S. Export Administration Regulations, regulations of the U.S. Office of Foreign Asset Control and comparable laws and regulations of other countries, which may require U.S. or other government approval for any re-export or retransfer ("Export Control Regulations"). Buyer warrants that it (i) will adhere to and comply with (A) all applicable Export Control Regulations and (B) any applicable terms, conditions or documentation requirements made known to Buyer that may be promulgated by Seller from time-to-time to comply with the Export Control Regulations; (ii) will not, directly or indirectly, ship Equipment to Iran, North Korea, Syria, Sudan or any other country subject to trade embargoes in violation of Export Control Laws. Buyer

acknowledges that Seller will not proceed with a shipment if Seller has reason to believe that the Equipment may be destined for a sanctioned country. Buyer represents that neither it nor any of its

principals, officers or directors, or any person or entity known to Buyer to be directly involved in this transaction as a freight forwarder, customer, end-user, consultant, agent or otherwise is designated on any of the U.S. government restricted parties lists, including, without limitation, the U.S. Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the U.S. State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Buyer or the Equipment or related technology.

(b) Buyer will not request from Seller any information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country in contravention of the laws or policies of the United States, including, but not limited to, the Arab League boycott of Israel. Seller hereby rejects any such request by Buyer and will report receipt of any such request to the relevant U.S. government office, as required by law.

(c) As it relates to the use of the Equipment, Buyer will not seek to obtain or retain business or gain any other advantage by making or offering to make any payment of money or by providing or offering to provide anything of value, directly or indirectly, to: (i) any government official; or (ii) any non-governmental person, in either case, with the intent that such official or person will perform their responsibilities improperly. Buyer warrants that it will comply with the anticorruption laws and antibribery laws of any country having jurisdiction over Buyer or any transaction involving the Equipment, and will in all cases comply with the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

(d) In the event Seller reasonably believes that any provision of this Section 9 has or may have been breached, Buyer will cooperate fully with Seller's investigation to clear the matter and Seller will not be obligated to sell or provide any Equipment or Services or take any other act in furtherance of any transaction or agreement while such investigation is pending and such suspension or forbearance by Seller will not constitute a breach of any obligation to Buyer.

10. INDEMNIFICATION. Buyer agrees to indemnify, defend and hold Seller and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from and against any and all fines, penalties, suits, actions, claims, liabilities, judgments, losses, damages, costs and expenses (including attorneys' fees) resulting or arising from (a) Buyer's negligence or willful misconduct, (b) Buyer's use, sale, handling, storage, or disposal of the Equipment or any product or waste derived therefrom, (c) Buyer's exposing any person (including Buyer's employees) to the Equipment or any product or waste derived therefrom, or

(d) the transportation of the Equipment to Buyer after tender of the Equipment by Seller to the carrier at the F.O.B. shipping point. The foregoing will apply, without limitation, to injury to person (including death) or damage or harm to property or the environment. This indemnity will not apply to any fine, penalty, suit, action, claim, liability, judgment, cost or expense caused solely by Seller's negligence or willful misconduct, but will apply where there is concurrent negligence or willful misconduct on the part of Seller and Buyer in proportion to Buyer's negligence or willful misconduct.

11. FORCE MAJEURE. Except for the payment of monies owed, neither party will have any liability for any breach or failure to perform that is the result of an event, condition or circumstance beyond that parties' reasonable control, including, without limitation, acts of God, war, insurrection, or terrorism, fire, inclement weather, strikes, boycotts, or other similar circumstances. If a party becomes aware of any such event, condition or circumstance, then such party will promptly advise the other party and both parties will cooperate to ameliorate the circumstance or condition as quickly as possible.

12. ENTIRE AGREEMENT. The parties agree that these Terms & Conditions, together with the Purchase Agreement or Seller Purchase Order to which they are attached, contain the entire agreement of the parties with respect to the subject matter hereof, and that modification of these Terms & Conditions will not be binding upon them, or either of them, unless such modification is expressly agreed to in writing. The invalidity or unenforceability of any particular provision of these Terms & Conditions will not affect the other provisions hereof, and these Terms & Conditions will be construed in all respects as if such invalid or unenforceable provisions were omitted.

13. GOVERNING LAW. These Terms & Conditions, the sale of Equipment and provision of Services hereunder will be governed, interpreted and construed by and in accordance with the internal substantive laws of the State of Ohio, U.S.A., without regard to the conflict of laws provisions thereof, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. All legal actions arising between the parties will be venued (filed and adjudicated) exclusively in a state or federal court located in Franklin County, Ohio. Buyer hereby agrees not to object to such venue, and consents to personal jurisdiction in such courts.

AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 2026-19 AUTHORIZING THE SALE OF REAL AND PERSONAL PROPERTY OWNED BY THE VILLAGE TO AMP TRANSMISSION, LLC AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN ASSET PURCHASE AND SALE AGREEMENT, AN OPERATIONS AND MAINTENANCE SERVICE AGREEMENT, A GROUND LEASE, AND OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SALE AND TRANSFER OF PROPERTY

WHEREAS, the Village of Newton Falls (“Village”) passed ordinance No. 2026-19 on April 29, 2026 and

WHEREAS, Ordinance No. 2026-19 authorized the sale of transmission lines and other municipal assets no longer needed for municipal purposes; and

WHEREAS, this amendment to Ordinance No. 2026-19 will clarify the specific municipal property sold and the total amount to be received by the Village; and

WHEREAS, pursuant to the Home Rule and Local Self-Government Powers vested to the Village by Article XVIII, Section 3 of the Ohio Constitution and Article I, Section 2 of the Village Charter, Council hereby authorizes, by the authority of this Ordinance, the Village to deviate from the procedures for the sale of real estate and personal property provided in Section 121.05 and 121.06 of the Newton Falls Codified Ordinances and to deviate from the procedures for the leasing of public property provided in Ohio Revised Code Chapter 721 in order to enter into the Agreements referenced herein for the reasons set forth herein.

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

SECTION 1. Section 1 of Ordinance 2026-19 is hereby deleted in its entirety and replaced with the following:

“That Council hereby authorizes: (a) the sale of real and person property owned by the Village defined in Exhibit A to the Asset Purchase and Sale Agreement to AMPT for the amount of \$2,692,763.00; (b) the lease of property in accordance with the Lease for a one-time lump sum payment by AMPT of \$40,472.00; and (c) the grant of an easement to AMPT for payment of \$10.00 to the Village. The total payment from AMPT to the Village for executing and effectuating the forgoing agreements is \$2,733,245.00. Council also hereby authorizes the Village Manager to execute the attached Asset Purchase and Sale Agreement, the O&M Agreement, the Lease, or agreements that are substantially similar thereto, and all other documents necessary to effectuate the sale and lease of the Property as quickly as is practicable.”

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE No.: 2026-23
SPONSOR: Councilpersons Stimpert, Rufener

SECTION 2. All other provisions of Ordinance 2026-19 shall remain in force and effect.

SECTION 3. That pursuant to the Home Rule and Local Self-Government Powers vested to the Village by Article XVIII, Section 3 of the Ohio Constitution and Article 1, Section 2 of the Village Charter, Council hereby authorizes, by the authority of this Ordinance, the Village to deviate from the procedures for the sale of real and personal property provided in Sections 121.05 and 121.06 of the Newton Falls Codified Ordinances and to deviate from the procedures for the leasing of public property provided in Ohio Revised Code Chapter 721 in order to enter into the agreements referenced herein for the reasons set forth herein.

SECTION 4. 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 5. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Newton Falls for the reason that Council wishes to effectuate and finalize this sale as soon as possible in order to receive the sale price promptly, permit the efficient transfer of the Property and ensure continued operations of the utility as not interrupted. Therefore, this Ordinance shall take immediate effect upon its passage, pursuant to Newton Falls Charter Article III, Section 21.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Gary Van Brocklin, Assistant Law Director

AN EMERGENCY ORDINANCE AUTHORIZING THE SALE OF REAL AND PERSONAL PROPERTY OWNED BY THE VILLAGE TO AMP TRANSMISSION, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSET PURCHASE AND SALE AGREEMENT, AN OPERATIONS AND MAINTENANCE SERVICE AGREEMENT, A GROUND LEASE, AND OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SALE AND TRANSFER OF PROPERTY

WHEREAS, the Village of Newton Falls (“Village”) owns transmission lines, four substations, and associated equipment more particularly described in Exhibit A to a certain Asset Purchase and Sale Agreement (the “Property”); and

WHEREAS, the Property is not needed for municipal purposes; and

WHEREAS, the Village seeks to enter into an Asset Purchase and Sale Agreement with AMP Transmission, LLC (“AMPT”) a copy of which is attached hereto as Exhibit A, to facilitate the sale of the Property; and

WHEREAS, to facilitate the transaction and ongoing operations of the transmission lines the Village seeks to grant certain easements more particularly described in Exhibit B attached hereto; and

WHEREAS, the Village seeks to enter into a Ground Lease (“Lease”), a copy of which is attached as Exhibit B to the Asset Purchase and Sale Agreement to permit AMPT to own, operate, maintain, repair, and replace the equipment during the term of the Lease; and

WHEREAS, the Village seeks to enter into an Operations and Maintenance Services Agreement (“O&M Agreement”) for the provision of certain operations and maintenance services for the Equipment and the Village is willing to perform such services under the terms and conditions set forth in the O&M Agreement, a copy of which is attached hereto as Exhibit C; and

WHEREAS, pursuant to the Home Rule and Local Self-Government Powers vested to the Village by Article XVIII, Section 3 of the Ohio Constitution and Article I, Section 2 of the Village Charter, Council hereby authorizes, by the authority of this Ordinance, the Village to deviate from the procedures for the sale of real estate and personal property provided in Section 121.05 and 121.06 of the Newton Falls Codified Ordinances and to deviate from the procedures for the leasing of public property provided in Ohio Revised Code Chapter 721 in order to enter into the Agreements referenced herein for the reasons set forth herein.

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE No.: 2026-19
SPONSOR: Councilpersons Stimpert, Rufener

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

SECTION 1. That Council hereby authorizes the sale of real and person property owned by the Village defined in Exhibit A to the Asset Purchase and Sale Agreement to AMPT Transmission, LLC for the amount of \$2,707,922.24; Council also hereby authorizes the City Manager to execute the attached Asset Purchase and Sale Agreement, the O&M Agreement, the Lease, or agreements that are substantially similar thereto, and all other documents necessary to effectuate the sale and lease of the Property as quickly as is practicable.

SECTION 2. That Council hereby authorizes the granting of certain easements more particularly described in Exhibit B; Council also hereby authorizes the City Manager to execute any documents that are necessary to effectuate the granting of said easements.

SECTION 3. That pursuant to the Home Rule and Local Self-Government Powers vested to the Village by Article XVIII, Section 3 of the Ohio Constitution and Article 1, Section 2 of the Village Charter, Council hereby authorizes, by the authority of this Ordinance, the Village to deviate from the procedures for the sale of real and personal property provided in Sections 121.05 and 121.06 of the Newton Falls Codified Ordinances and to deviate from the procedures for the leasing of public property provided in Ohio Revised Code Chapter 721 in order to enter into the agreements referenced herein for the reasons set forth herein

SECTION 4. 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 5. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Newton Falls for the reason that Council wishes to effectuate and finalize this sale as soon as possible in order to receive the sale price promptly, permit the efficient transfer of the Property and ensure continued operations of the utility as not interrupted. Therefore, this Ordinance shall take immediate effect upon its passage, pursuant to Newton Falls Charter Article III, Section 21.

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE No.: 2026-19
SPONSOR: Councilpersons Stimpert, Rufener

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