



NEWTON FALLS CITY COUNCIL
REGULAR MEETING AGENDA
Wednesday, July 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	
City Manager	Jeremy Shaffer
Law Director	Gary Van Brocklin
Finance Director	Pamela Hileman
Clerk of Council	Kathleen King
Police Chief	John Barco

- I. **Call to Order**
- II. **Pledge of Allegiance / Silent Prayer**
- III. **Roll Call**
- IV. **Changes To Tonight's Agenda**
- V. **Motion to Recess into Executive Session (If Necessary)**
MOTION
Motion to enter executive session pursuant to Ohio Revised Code Sections 121.(G)(3) to confer with the Law Director regarding pending or imminent litigation and confidential legal matters subject to attorney-client privilege and whereas upon completion of Executive Session, Council will return to open session. Action may or may not be taken by Council.
- VI. **Special Presentations by Staff Members or Invited Consultants**
- VII. **Public Comments (Agenda Items Only)**
- VIII. **Reports**
- IX. **Approval of Previous Minutes**
- X. **Public Hearings**

ORDINANCE 2026-30

Sponsors: Councilpersons Rufener, Stimpert

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

ORDINANCE 2026-33

Sponsors: Councilpersons Kropp, Stimpert

AN ORDINANCE AUTHORIZING THE VILLAGE OF NEWTON FALLS TO ENTER INTO AGREEMENTS WITH NEXT GEN ELECTRIC LLC FOR NEW SECURITY, FIRE ALARMS AND CAMERAS FOR THE MUNICIPAL BUILDING, CITY HALL AND CITY PARK.

ORDINANCE 2026-34

Sponsors: Councilpersons Kropp, Rufener

AN ORDINANCE ADOPTING PUBLIC NUISANCE REGULATIONS FOR THE VILLAGE OF NEWTON FALLS, OHIO

XI. Unfinished Business

RESOLUTION NO. 17-2026

Sponsors: Councilpersons Stimpert, Rufener

A RESOLUTION OF THE VILLAGE OF NEWTON FALLS ADOPTING THE TRUMBULL COUNTY MULTIJURISDICTIONAL HAZARD MITIGATION PLAN.

ORDINANCE 2026-30

Sponsors: Councilpersons Rufener, Stimpert

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

ORDINANCE 2026-33

Sponsors: Councilpersons Kropp, Stimpert

AN ORDINANCE AUTHORIZING THE VILLAGE OF NEWTON FALLS TO ENTER INTO AGREEMENTS WITH NEXT GEN ELECTRIC LLC FOR NEW SECURITY, FIRE ALARMS AND CAMERAS FOR THE MUNICIPAL BUILDING, CITY HALL AND CITY PARK.

ORDINANCE 2026-34

Sponsors: Councilpersons Kropp, Rufener

AN ORDINANCE ADOPTING PUBLIC NUISANCE REGULATIONS FOR THE VILLAGE OF NEWTON FALLS, OHIO

XII. New Business

RESOLUTION NO. 22-2026

Sponsors: Councilpersons Kropp, Axiotis

A RESOLUTION RECOGNIZING AND EXPRESSING APPRECIATION TO THE CADLE COMPANY FOR ITS CONTRIBUTION TO THE CITY OF NEWTON FALLS THROUGH THE JULY 2, 2026 DRONE SHOW AT CITY PARK AS PART OF THE CITY OF NEWTON FALLS 4TH OF JULY CELEBRATIONS AND THE CELEBRATION OF THE 250TH ANNIVERSARY OF THE DECLARATION OF INDEPENDENCE OF THE UNITED STATES OF AMERICA

ORDINANCE NO. 2026-35

Sponsors: Councilpersons Kropp, Axiotis

AN EMERGENCY ORDINANCE ESTABLISHING A TEMPORARY TWELVE (12) MONTH MORATORIUM ON CERTAIN NEW BEHAVIORAL HEALTH, RECOVERY HOUSING, TREATMENT, AND RESIDENTIAL CARE LAND USES PENDING A COMPREHENSIVE REVISION OF THE CITY OF NEWTON FALLS ZONING CODE; DIRECTING THE PLANNING AND ZONING COMMISSION TO REVIEW AND RECOMMEND COMPREHENSIVE ZONING REGULATIONS; AND PROVIDING FOR RELATED MATTERS.

ORDINANCE NO. 2026-36

Sponsors: Councilpersons Kropp, Rufener

AN EMERGENCY ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2026 ENERGIZED COMMUNITY GRANT

XIII. Public Comments

XIV. Closing Remarks

XV. Adjournment

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-30
SPONSORS: Councilpersons Rufener, Stimpert

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

WHEREAS, as a result of certain occurrences, information, and expenditures, amendments to the Year 2026 Appropriations and transfers of items already appropriated for the Year 2026 are desired and required; and

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

WHEREAS, the appropriation amendments authorizes the Certificate of Resources to be filed with the Trumbull County Auditor.

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

SECTION 1. That the Exhibit attached hereto hereby amends the current appropriations for fiscal year 2026. Any funds not listed in this exhibit shall remain intact as previously listed and appropriated.

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

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

SECTION 4. That this Ordinance shall be effective as of the earliest date permitted by law.

ORDINANCE NO. 2026-30

PAGE TWO

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

David Hanson, Mayor

Attest:

Kathleen M. King, Clerk of Council

Approved as to Legal Form.

Gary Van Brocklin, Asst. Law Director

2026 Appropriations: CITY OF NEWTON FALLS		2026 Current Appropriations	2026 Proposed Appropriations	Difference
100 General Fund				
POLICE				
Personal Services	Legal Level	510,200.00	459,701.89	(50,498.11)
Other Operations	Legal Level	161,500.00	224,673.28	63,173.28
	Total:	671,700.00	684,375.17	12,675.17
Police Support				
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
	Total:	-	-	-
FIRE				
Other Operations	Legal Level	82,214.60	82,214.60	-
	Total:	82,214.60	82,214.60	-
ZONING				
Personal Services	Legal Level	84,334.00	86,290.78	1,956.78
Other Operations	Legal Level	49,627.00	49,627.00	-
	Total:	133,961.00	135,917.78	1,956.78
GENERAL ADMINISTRATION				
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	15,000.00	25,000.00	10,000.00
	Total:	15,000.00	25,000.00	10,000.00
CITY ADMINISTRATION				
Personal Services	Legal Level	57,429.88	67,269.58	9,839.70
Other Operations	Legal Level	50,075.59	58,043.62	7,968.03
	Total:	107,505.47	125,313.20	17,807.73
Council				
Personal Services	Legal Level	6,265.16	6,581.42	316.26
Other Operations	Legal Level	5,879.41	5,879.41	-
	Total:	12,144.57	12,460.83	316.26
MUNICIPAL COURT				
Personal Services	Legal Level	694,259.06	688,096.57	(6,162.49)
Other Operations	Legal Level	36,132.96	42,547.13	6,414.17
	Total:	730,392.02	730,643.70	251.68
FINANCE				
Personal Services	Legal Level	55,539.24	73,138.65	17,599.41
Other Operations	Legal Level	26,607.60	28,166.08	1,558.48
	Total:	82,146.84	101,304.73	19,157.89
BOARDS & COMMISSIONS				
Personal Services	Legal Level	500.00	500.00	-
Other Operations	Legal Level	300.00	300.00	-
	Total:	800.00	800.00	-
LAW				
Personal Services	Legal Level	24,736.47	24,576.17	(160.30)
Other Operations	Legal Level	23,126.04	23,286.34	160.30
	Total:	47,862.51	47,862.51	-
BUILDINGS, STREETS, LANDS, MAINTENANCE				
Personal Services	Legal Level	-	39,743.77	39,743.77
Other Operations	Legal Level	86,692.00	192,757.02	106,065.02
	Total:	86,692.00	232,500.79	145,808.79
Other:				
Other Operations	Legal Level	308,006.30	328,006.30	20,000.00
	Total:	308,006.30	328,006.30	20,000.00
100	Total:	2,278,425.31	2,506,399.61	227,974.30

2026 Appropriations: CITY OF NEWTON FALLS		2026 Current Appropriations	2026 Proposed Appropriations	Difference
101 GENERAL FUND RESERV				
Other Operations	Legal Level	-	-	-
101	Total:	-	-	-
201 STREET CMR				
Personal Services	Legal Level	397,480.59	401,939.47	4,458.88
Other Operations	Legal Level	52,400.00	52,610.00	210.00
201	Total:	449,880.59	454,549.47	4,668.88
202 STATE HIGHWAY IMPRO				
Other Operations	Legal Level	39,500.00	39,500.00	-
202	Total:	39,500.00	39,500.00	-
203 PERMISSIVE AUTO				
Other Operations	Legal Level	85,650.00	85,650.00	-
203	Total:	85,650.00	85,650.00	-
204 PARK AND RECREATION/ Parks only				
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	27,214.23	24,237.82	(2,976.41)
204	Total:	27,214.23	24,237.82	(2,976.41)
204 PARK AND RECREATION / Community Center				
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	1,000.00	1,000.00	-
204	Total:	1,000.00	1,000.00	-
208 DRUG LAW ENFORCEMEN				
Other Operations	Legal Level	-	-	-
208	Total:	-	-	-
213 COMMUNITY SERVICES AND ACTIVITIES				
Other Operations	Legal Level	-	-	-
213	Total:	-	-	-
214 SR CITIZEN VAN				
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
214	Total:	-	-	-
215 INDIGENT DRIVERS				
Other Operations	Legal Level	2,000.00	2,000.00	-
215	Total:	2,000.00	2,000.00	-
216 ECONOMIC DEVELOPMEN				
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
216	Total:	-	-	-
217 ECONOMIC/HILP				

2026 Appropriations: CITY OF NEWTON FALLS		2026 Current Appropriations	2026 Proposed Appropriations	Difference
Other Operations 217	Legal Level Total:	24,000.00 24,000.00	24,000.00 24,000.00	- -
217 HOME IMPROVEMENT LOAN				
Other Operations 217	Legal Level Total:	- -	- -	- -
218 LAW LIBRARY				
Other Operations 218	Legal Level Total:	15,000.00 15,000.00	15,000.00 15,000.00	- -
219 ENFORCEMENT AND EDU				
Other Operations 219	Legal Level Total:	- -	- -	- -
220 SPECIAL LEVY POLICE				
Personal Services Other Operations 220	Legal Level Legal Level Total:	39,000.00 622.00 39,622.00	39,000.00 622.00 39,622.00	- - -
221 INCOME TAX				
Personal Services Other Operations 221	Legal Level Legal Level Total:	- 1,118,400.62 1,118,400.62	- 1,118,400.62 1,118,400.62	- - -
222 COURT COMPUTERIZATI				
Other Operations 222	Legal Level Total:	48,500.00 48,500.00	48,500.00 48,500.00	- -
223 COURT GENERAL SPECI				
Personal Services Other Operations 223	Legal Level Legal Level Total:	135,546.00 36,000.00 171,546.00	118,450.00 39,500.00 157,950.00	(17,096.00) 3,500.00 (13,596.00)
224 COURT SECURITY/DIVE				
Personal Services Other Operations 224	Legal Level Legal Level Total:	- - -	- - -	- - -
225 INDIGENT DRIVERS AL				
Other Operations 225	Legal Level Total:	11,070.00 11,070.00	11,070.00 11,070.00	- -
234 ONE OHIO OPIOID SET				
Personal Services Other Operations 233	Legal Level Legal Level Total:	- 10,000.00 10,000.00	- 10,000.00 10,000.00	- - -
400 CAPITAL IMPROVEMENT				
Other Operations 400	Legal Level Total:	45,950.00 45,950.00	50,385.06 50,385.06	4,435.06 4,435.06

2026 Appropriations: CITY OF NEWTON FALLS		2026 Current Appropriations	2026 Proposed Appropriations	Difference
410 AMI METERING PROJECT				
Other Operations	Legal Level	-	-	-
410	Total:	-	-	-
501 WATER OPERATING				
Personal Services	Legal Level	491,147.91	504,047.30	12,899.39
Other Operations	Legal Level	1,014,180.57	1,014,180.57	-
501	Total (Water Operating):	1,505,328.48	1,518,227.87	12,899.39
501 WATER DISTRIBUTION				
Personal Services	Legal Level	519,107.86	517,057.56	(2,050.30)
Other Operations	Legal Level	718,037.06	720,037.06	2,000.00
501	Total (Water Distribution):	1,237,144.92	1,237,094.62	(50.30)
502 SEWER OPERATING				
Personal Services	Legal Level	593,513.86	604,894.10	11,380.24
Other Operations	Legal Level	1,188,243.92	1,250,418.81	62,174.89
502	Total:	1,781,757.78	1,855,312.91	73,555.13
503 ELECTRIC OPERATING				
Personal Services	Legal Level	659,607.59	668,142.79	8,535.20
Other Operations	Legal Level	5,393,590.07	5,757,687.94	364,097.87
503	Total:	6,053,197.66	6,425,830.73	372,633.07
504 STORMWATER OPERATING				
Other Operations	Legal Level	121,049.32	121,049.32	-
504	Total:	121,049.32	121,049.32	-
507 ELECTRIC REPLACEMENT Capital Fund				
Other Operations	Legal Level	-	800,000.00	800,000.00
507	Total:	-	800,000.00	800,000.00
508 GUARANTEE TRUST				
Other Operations	Legal Level	29,800.00	29,800.00	-
508	Total:	29,800.00	29,800.00	-
510 REFUSE				
Other Operations	Legal Level	444,000.00	444,000.00	-
510	Total:	444,000.00	444,000.00	-
514 UTILITY OFFICE				
Personal Services	Legal Level	148,700.00	148,700.00	
Other Operations	Legal Level	103,500.00	132,433.34	28,933.34
514	Total:	252,200.00	278,133.34	28,933.34
516 SEWER DEBT				
Other Operations	Legal Level	-	-	-
516	Total:	-	-	-
517 ELECTRIC DEBT				

2026 Appropriations: CITY OF NEWTON FALLS		2026 Current Appropriations	2026 Proposed Appropriations	Difference
Other Operations	Legal Level	125,702.00	125,702.00	-
517	Total:	125,702.00	125,702.00	-
519 WATER DEBT SERVICE				
Other Operations	Legal Level	66,673.42	125,414.71	58,741.29
519	Total:	66,673.42	125,414.71	58,741.29
520 SEWER RESERVE				
Other Operations	Legal Level	495,114.10	495,114.10	-
520	Total:	495,114.10	495,114.10	-
521 DEBT RETIRE 2020 BON				
Other Operations	Legal Level	-	2,976.41	2,976.41
521	Total:	-	2,976.41	2,976.41
602 EMPLOYEE BENEFITS				
Other Operations	Legal Level	725,377.00	725,377.00	-
602	Total:	725,377.00	725,377.00	-
705 TRUMBULL COUNTY CAPI				
Other Operations	Legal Level	10,000.00	10,000.00	-
705	Total:	10,000.00	10,000.00	-
707 FIRE CLAIMS				
Other Operations	Legal Level	-	38,623.46	38,623.46
	Total	-	38,623.46	38,623.46
709 FLOWER FUND				
Other Operations	Legal Level	5,826.00	5,826.00	-
709	Total:	5,826.00	5,826.00	-
710 BASKETBALL HOOP FUND				
Other Operations	Legal Level	-	-	-
710	Total:	-	-	-
711 FIRE/TWNSP FUEL				
Other Operations	Legal Level	53,756.00	53,756.00	-
711	Total:	53,756.00	53,756.00	-
Grand Total:		17,274,685.43	18,880,503.05	1,608,817.62

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-33
SPONSOR: Councilpersons Kropp, Stimpert

AN ORDINANCE AUTHORIZING THE VILLAGE OF NEWTON FALLS TO ENTER INTO AGREEMENTS WITH NEXT GEN ELECTRIC LLC FOR NEW SECURITY, FIRE ALARMS AND CAMERAS FOR THE MUNICIPAL BUILDING, CITY HALL AND CITY PARK.

WHEREAS, the Village of Newton Falls needs updated security and access systems in the Municipal Building located at 612 West Broad Street, City Hall Building located at 19 North Canal Street and the City Park located on Quarry Street; and

WHEREAS, the new systems will include new commercial grade security cameras, access systems, camera recording and data management, with a wireless infrastructure; and installation of fire detection with a local monitoring system; and

WHEREAS, the Village's current system is outdated and service to the systems is limited.

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

SECTION 1. The Newton Falls Village Council hereby authorizes the City Manager to enter into agreements for updated security in the Municipal building located at 612 West Broad Street, City Hall Building located at 19 North Canal Street and the City Park located on Quarry Street with Next Gen Electric LLC per the attached estimates marked "Exhibit A" attached hereto as if fully rewritten herein.

SECTION 2. Village Council hereby authorizes appropriations for the services marked as "Exhibit A".

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

PASSED IN COUNCIL THIS ____ DAY OF _____, 2026.

David Hanson, Mayor

Attest:

Kathleen M. King
City Clerk /Clerk of Council

Gary L. Van Brocklin
Assistant Law Director
Approved as to form only



Next Gen Electric LLC sent you an estimate

Estimate expires on July 1, 2026

We look forward to working with you.

Customer

Finance Director

City of Newton Falls

financedirector@newtonfallsoh.gov

+1 (330) 872-0806

612 West Broad Street

Newton Falls, OH 44444

Estimate #000190

June 1, 2026

Hide full details ^

NF City Park Camera Estimate

Maintenance

\$15,549.95

1. Network Connectivity & Wireless Infrastructure (Point-to-Multipoint)

Establish a primary network uplink at the Road Department Office.

Supply and install high-capacity wireless access points (bridges) to broadcast a secure, high-speed network signal from the office to all designated park light/utility poles.

2. Camera Deployment & Power Integration

Supply and install between eight (8) and ten (10) commercial-grade IP cameras across the park area.

 Text us

Deploy individual wireless client access points at each pole to transmit video feeds back to the main office.

Integrate equipment into the existing power supply available at each pole location, utilizing weather-proof enclosures where necessary.

3. Recording & Storage Capacity

Supply and configure a centralized storage array featuring four (4) 10TB surveillance-grade hard drives (40TB total capacity).

System engineered to provide a robust 30 to 45 days of continuous video retention (final playback timeline varies based on motion-detection settings and camera resolutions).

\$0 Monthly Fees: This system features 100% local video storage and management, meaning there are no ongoing monthly monitoring subscriptions or recurring cloud fees. You own and control your data entirely.

Payment Terms:

Upon acceptance of this proposal, a 50% deposit is required to secure project scheduling and procure equipment. The remaining 50% balance will be due immediately upon project completion and client walkthrough.

Subtotal **\$15,549.95**

Total **\$15,549.95**

Next Gen Electric LLC

3616 W River Rd

Newton Falls, OH 44444-9426

info@ngelectric.co

+1 (330) 883-6133

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Next Gen Electric LLC sent you an estimate

Estimate expires on July 8, 2026

We look forward to working with you.

Customer
Finance Director
City of Newton Falls
financedirector@newtonfallsoh.gov

Show full details ▾

NF Police Department Camera and Access Control System

Security Camera System Installation

\$17,053.81

Next Gen Electric LLC proposes the installation of a comprehensive, commercial-grade security camera system designed for robust surveillance and long-term reliability.

Price includes materials, labor, and any applicable taxes/fees.

Camera System Scope and Deployment

\$0.00

The project involves the deployment of high-resolution IP cameras across multiple strategic locations to ensure maximum coverage. Dedicated home runs will be installed for each camera back to a centralized NVR location, utilizing guy wire where necessary for enhanced wiring protection.

General Areas: Installation of eighteen (18) UNV 4MP Wise-ISP Owlview Fixed Turret Network Cameras (2.8mm) and one (1) UNV 4K Fisheye camera for wide-area monitoring.

Downstairs Stairwell: Two (2) UNV 4MP Wise-ISP Owlview Fixed Turret Network Cameras.

Evidence Room & Pre-Evidence Room: Four (4) UNV 4MP Wise-ISP Owlview Fixed Turret Network Cameras and one (1) UNV 4MP 25x Lighthunter Network PTZ Dome Camera for high-detail tracking.

Exterior Coverage: Dedicated stationary cameras for the rear perimeter and the covered bridge.

Camera Recording and Data Management

\$0.00

The system is anchored by a Uniview UNV NVR504-32B 4K NVR, configured with four (4) 10TB surveillance-grade SATA hard drives, totaling 40TB of storage capacity.

Storage Retention: Engineered to provide approximately 30 to 45 days of continuous video retention, depending on motion settings and resolution.

Local Management: 100% local video storage with no ongoing monthly monitoring subscriptions or recurring cloud fees for cameras. (Alarm monitoring available at a monthly subscription.)

Access Control System Installation

\$2,986.89

This estimate outlines the professional installation of a comprehensive access control unit, designed to provide secure and efficient entry management for your facility.

Scope of Work

The installation includes the mounting and wiring of the HID Aero X1100 controller, the configuration of the multi-tech keypad

reader, and the fitting of the E600 maglock hardware. All necessary 22 AWG cabling will be professionally routed and shielded to ensure system integrity. Following hardware setup, the system will be tested to confirm credential recognition and locking mechanism functionality.

Equipment and Materials

HID Aero X1100 Two-Door Controller (x1): A high-performance, intelligent controller that serves as the backbone of the access control system, managing two distinct door interfaces.

Keypad Reader with HF + Prox + Mobile (x1): A versatile multi-technology reader supporting high-frequency (HF), proximity (prox), and mobile credentials, featuring a built-in keypad for dual-factor authentication.

HID Format Prox Tag Pack of 25 (x1): A set of 25 proximity tags configured in the HID format to provide secure and convenient physical credentials for authorized personnel.

E600 Maglocks (x1): High-strength electromagnetic locks rated for 600 lbs of holding force, ensuring reliable door security and integration with the fail-safe requirements of the system.

22 AWG 8-Conductor Shielded Cable (Up to 500'): Premium shielded cabling used to establish robust communication and power links between the controller, readers, and locking hardware, minimizing interference over long runs.

Payment Terms

\$0.00

A 50% deposit is required upon acceptance of this proposal to secure project scheduling and equipment procurement. The remaining 50% balance is due immediately upon project completion and a final client walkthrough.

Subtotal

\$20,040.70

Total

\$20,040.70

Next Gen Electric LLC sent you an estimate

Estimate expires on July 11, 2026

We look forward to working with you.

Customer

Finance Director

City of Newton Falls

financedirector@newtonfallsoh.gov

Show full details ▼

NF City Admin Cameras

Maintenance

\$18,165.40

City Building Camera System

The proposed video surveillance system is engineered for maximum coverage, high resolution video capture, and reliable long term storage, utilizing premium Uniview hardware for superior performance.

The camera selection is strategically chosen to provide optimal coverage across critical interior and exterior zones:

Standard Coverage Cameras (4K OwlView Turret):

(14) Standard Area Cameras: Deployed throughout high-traffic interior corridors, offices, and general exterior perimeters. These 4K cameras ensure exceptional detail for post-incident review.

(4) Exterior Door Cameras (New Locations): Dedicated 4K cameras focused specifically on all major exterior entrance and exit points to capture clear facial and ingress/egress events.

(1) Secured Room Cameras (Vault & Server): A dedicated 4K camera for monitoring access and activities within highly sensitive areas (Vault and Server Room).

Specialized Wide-Area Cameras:

(2) 4K, 180° Tri-Guard Parking Lot Cameras (8MP): Wide-angle panoramic cameras designed to cover large sections of the parking lot with a single unit, minimizing blind spots while integrating proactive deterrents (potential built-in active deterrence features).

Parking Lot Gate Management:

*(1) 5MP Mini PTZ (Pan-Tilt-Zoom) Camera:
Installed at the main parking lot gate, offering flexible remote control to zoom in
on vehicle details or monitor specific
activities around the entry point.
Vehicle Identification and Forensics:
(2) 4MP License Plate Recognition (LPR)
Cameras: Positioned to capture clear,
actionable images of vehicle license plates
entering and exiting the premises, crucial
for traffic flow monitoring and forensic
investigations.*

Subtotal**\$18,165.40****Total****\$18,165.40**

Next Gen Electric LLC sent you an estimate

Estimate expires on July 11, 2026

We look forward to working with you.

Customer
Finance Director
City of Newton Falls
financedirector@newtonfallsoh.gov

Show full details ▾

NF Smoke / Carbon for Admin Building

Maintenance

Scope of Work:
Estimate to supply and install twelve (12) smoke detectors and one (1) carbon monoxide detector throughout the admin building's common areas, positioned in accordance with local safety codes. This is adding to existing alarm system.

Additional Monthly cost for this is \$15.00 Dollars for a total of \$80.00 a month for monitoring.

\$2,706.24

Subtotal

\$2,706.24

Total

\$2,706.24

VILLAGE OF NEWTON FALLS, OHIO

ORDINANCE NO.: 2026-34

SPONSORS: Councilpersons Kropp, Rufener

**AN ORDINANCE ADOPTING PUBLIC NUISANCE REGULATION FOR THE
VILLAGE OF NEWTON FALLS, OHIO**

WHEREAS, The Village of Newton Falls needs to better define public nuisances and how to abate such nuisances in the Village; and

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

SECTION 1. Newton Falls Codified Ordinances shall be amended to include the following:

DEFINITIONS.

(a) "Public Nuisance" means any fence, wall, shed, shack, deck, house, garage, building, structure or any part of any of the aforesaid; or any tree, pole, smokestack; or any excavation, hole, pit, basement, cellar, sidewalk subspace; or any lot, land or yard, premises or location which in its entirety, or in any part thereof, by reason of the condition in which the same is found or permitted to be or remain, shall or may endanger the health, safety, life, limb or property, or cause any hurt, harm, inconvenience, discomfort, damage or injury to any one or more individuals in the Village, in any one or more of the following particulars by reason of:

(1) Being a menace, threat and/or a hazard to the general health of the community.

A. The following are examples of threat and /or a hazard to the general health of the community, but are not intended to set forth all such possible conditions:

1. Keeping garbage other than in an approved receptacle on the premises;
2. Keeping brush piles on the premises that can be considered breeding grounds for rats or other vermin including feral animals;
3. Junk furniture;
4. Junk cars i.e. unregistered cars, cars that are not movable,

5. Fallen trees,

6. Weeds and tall grass,

7. Storing anything on an open front porch except outdoor furniture, barbeque grills or other outdoor equipment.

B. Any condition set forth in a separate ordinance defining it as a public nuisance,

(1) Being a fire hazard.

(2) Being unsafe for occupancy, or use on, in, upon, about or around the aforesaid premises.

(3) Lack of sufficient or adequate maintenance of the structure, location and/or premises, or being vacant, any of which depreciates the enjoyment and use of property in the immediate vicinity to such an extent that it is harmful to the community in which such structure, location or premises is situated or such condition exists.

(4) Improperly or without written authorization from a governmental entity, releasing, dumping or storing in the environment (i.e., air, soil, land or water) any hazardous, infectious, or other type of waste or chemical product.

(5) Being in or maintaining a premise, where lewd behavior, gambling, drug activity or prostitution is conducted or done.

(c) "Owner" means any of the following:

(1) Any person, corporation, limited liability company, partnership, limited partnership, limited liability partnership, or any shareholder, officer, trust, trustee, partner, agent, or employee of any of the above who has care, custody, control or charge of a premises or part thereof, has legal title to the premises, or has done any act to maintain or operate the premises.

A. Maintaining or operating the "premises" shall include without limitation, entering into a public contract, obtaining a building or demolition permit, or obtaining any other permit or license relating to the premises.

(2) Any Operator of a premises.

B. "Operator" means:

(1) Any person who has charge, care of or control of a premises or a part thereof whether with or without the knowledge of the owner.

(2) Any person who alone or jointly or severally with others shall have legal or equitable title to any premises with or without accompanying actual possession therefrom or shall have charge,

care or control of premises as owner or agent of the owner, or as executor, administrator, trustee, receiver, or guardian of the estate or as a mortgagee in possession.

(3) Any person who as a lessee subletting or reassigning any part or all or any premises shall be deemed to be a co-owner with the lessor and shall have join responsibility over the portion of the premises sublet or assigned.

(4) The vendor or vendee under a land installment contract who has care, custody, control or the right to enter on the premises or real property.

(d) "Premises" means a lot, plot or land parcel, including the building or structures thereon.

(e) "Manager" means the City Manager.

(d) "Zoning Inspector" means the Newton Falls Zoning Inspector.

RIGHT OF ENTRY.

The Manager, Fire Chief, or Police Officer are authorized to enter a structure or premises at reasonable times to inspect or to perform the duties imposed by this code provided that credentials are presented to the occupant and that entry is requested and obtained. Where permission to enter has not been obtained, is denied, or the Manager, Fire Chief, or Police Officer has probable cause to believe that there exists in a structure or upon a premises a condition which is a serious hazard, Manager, Fire Chief or Police Officer have recourse to the remedies provided by law to gain and secure entry.

SUMMARY ABATEMENT IN IMMEDIATE DANGERS; NOTICE.

(a) Whenever the Manager, Zoning Inspector, Fire Chief or Village Law Department determines that a public nuisance exists, as defined in Section 1319.01(a), and requires to be summarily abated because the public health, safety, or welfare may be in immediate danger, the owner, as defined in Section 1319.01(b), of the property where the public nuisance exists or is found shall be provided written notice of the public nuisance and an order to abate the nuisance within Seventy-two hours from the date of the notice.

(1) The written notice shall be given to the owner:

A. In person to the owner; or

B. By U.S. mail to the owner's last known address; or

C. By posting notice on the premises which has been determined to be a public nuisance.

(2) The notices of the violation shall state the nature of the violation and the time period for correction and may state corrective steps necessary and the nature of subsequent penalties and enforcement actions should the situation not be corrected.

(3) The owner shall comply with the order within the time period designated on the notice-order.

(4) The public nuisance notice-order issued by the Manager or his designated representative, is against the property and runs with the property notwithstanding any change(s) in the titled ownership.

(5) The Manager or the Zoning Inspector, is authorized to enter any property to inspect for a public nuisance as set forth in Section 1319.02

ABATEMENT IN OTHER CASES; NOTICE.

(a) Whenever the Zoning Inspector determines that a property is a public nuisance as defined in Section 1319.01(a), but the nature of the nuisance does not require summary abatement, then regular abatement procedures shall be implemented.

(b) In regular abatement, the owner of the property where a public nuisance exists or is found shall be provided a written notice of the public nuisance and an order to abate the nuisance within thirty days from the date of the notice.

(1) The written notice shall be given to the owner:

A. In person;

B. By U.S. Mail to the owner's last known address;

C. By posting a notice on the premises which has been determined to be a public nuisance.

(2) The notices of violation shall state the nature of the violation and the time period for correction and may state corrective steps necessary and the nature of subsequent penalties and enforcement actions should the situation not be corrected.

(3) The owner shall comply the order within the specified time.

(4) The public nuisance notice-order, once issued by the Manager or his designee, is against the property and runs with the property notwithstanding any change(s) in the titled ownership of the property.

(c) The Manager or his designee, is authorized to enter on any property to inspect for public nuisance, in accordance with rights of entry as defined in Section 1319.02 of this code, and to abate the public nuisance upon expiration of the time period allotted the owner as provided in the notice-order. (Ord. 22-2020. Passed 5-11-20.)

NUISANCE APPEAL BOARD.

There is created a "Board of Nuisance Appeal" in the Village Newton Falls. The Board shall consist of: City Manager, two members appointed by the City Manager; one member from the

Planning Commission, one member from the Village Council and one member being a citizen of the Village of Newton Falls. The Nuisance Appeal Board shall have the power to adopt rules for the body. The Manager or his designee shall preside over the hearing. Three members of the Board shall constitute a quorum. All decisions are to be decided by a majority of those present.

APPEAL PROCEDURE; HEARING.

(a) An owner of a property location or structure declared a public nuisance by the Zoning Inspector, ordered to abate the nuisance within seventy-two hours may appeal the notice-order in writing, and request a hearing before the Nuisance Appeal Board (Appeal Board) within three business days from the date on notice order or no later than twenty-four hours from the date of receipt (excluding weekends or holidays) of notice-order. The written request shall be made to the Manager. The appeal request must be accompanied by a filing fee of seventy-five dollars (\$75.00). The appeal request does not stay the order to abate the nuisance.

(1) A Summary abatement hearing shall be held within 5 days of receipt of the written notice of appeal.

(b) An owner of a property, location or structure declared to abate the nuisance within thirty days, may appeal the notice-order by requesting a hearing in writing by requesting a hearing before the Nuisance Appeal Board within ten calendar days from the date on the notice-order or no later than twenty-four hours from the date of receipt (excluding weekends or holidays). The written request shall be made to the Zoning Inspector. The appeal request must be accompanied by a filing fee of seventy-five (\$75.00) dollars. The appeal request does not stay the order to abate the nuisance.

(1) A summary abatement hearing shall be held in five days of the filing of the appeal. A regular abatement appeal hearing shall be held within thirty days of the request.

(2) If an order extending the time for hearing beyond the time set forth in this ordinance the order for abatement shall be stayed until the order of the Nuisance Appeal Board is issued in writing.

(c) The hearing shall be conducted by the Nuisance Appeal Board.

(1) The Appeal Board, after hearing the matter, may amend, modify, revoke or uphold the notice-order, and may extend the time for compliance with the order by the owner by such date as the majority may determine.

(2) The Appeal Board, at the conclusion of the hearing and after deliberations, may render a decision immediately or take the matter under advisement. The Appeal Board shall render a written decision on the matter within seven business days after the hearing.

(3) The ruling of the Appeal Board is a final appealable order, which shall be governed by Chapters 2505 and 2506 of the Ohio Revised Code.

ABATEMENT OF NUISANCE; RIGHT OF ENTRY; COSTS.

(a) Any public nuisance not abated within the time specified in the notice-order provided by the Zoning Inspector, or within any additional time provided by the Nuisance Appeal Board, may be abated by the Village pursuant to the notice-order issued by the Manager or his designated representative.

(b) The Manager or the Zoning Inspector is authorized to enter a structure or premises at reasonable times to inspect or perform the duties imposed by the code provided that credentials are presented to the owner, or occupant, and the entry is required and permitted by the owner or occupant. If permission to enter is withheld or no one is present, entry is denied, or the Manager or Zoning Inspector have probable cause to believe that there exists in a structure or upon a premises a condition which is a serious hazard, the Manager or Zoning Inspector shall have recourse to the remedies provided by law to secure entry.

(c) Lien holders, as documented in the Trumbull County Auditor's or Recorder's office, shall be notified in writing of the public nuisance status of the subject property prior to the abatement of the nuisance unless immediate abatement of the nuisance is needed because the structure presents an immediate hazard or danger to the health, safety, or welfare of an individual or the community.

(d) The owner where a public nuisance is found shall pay any and all costs incurred by the Village in abating the public nuisance including all costs incurred by the Village in identifying and investigating the nuisance and all legal fees for the recovery of the nuisance abatement costs. If the owner of the property fails or refuses to pay the abatement costs the costs may be assed as a lien against the property and/or recouped via any other feasible method by the Village provided by the Revised Code.

(e) The Manager or Zoning Inspector, is authorized to salvage any items, materials or property seized or derived from abatement of the nuisance and sell such at private or public sale at the best price obtainable and apply the proceeds to any costs incurred from abating the nuisance at the subject property, or may recycle the material in such a manner as to reduce the cost of the abatement to the property owner including the cost of fees for legal disposal.

(f) It shall not be a defense to the determination that a public nuisance, as defined in Section 1319.01(a) exists, that the building, premises or location is boarded up or otherwise enclosed.

SCOPE.

This chapter shall not be deemed to be a limitation or restriction on the authority of any department, division, official or employee of the Village, but shall be deemed as an enlargement of any authority existing by virtue of the statutes of the State or any ordinance heretofore enacted by Council.

NUISANCE.

(a) No person shall cause or permit any nuisance as defined in Section 1319.01 of the Codified Ordinances of the Village of Sebring, or defined as a nuisance by any ordinance of the Village, to be or remain in or upon any building, premises or other place, of which such person is the owner, lessee, tenant or occupant; or between the same and the center of the street, lane, or alley adjoining.

(b) Whoever violates this section for a first offense, is guilty of a fourth degree misdemeanor. Whoever is guilty of a subsequent offense is guilty of a misdemeanor of the third degree. Each day the nuisance remains on the property is a separate offense.

FIRE DAMAGED STRUCTURES; REPAIR OR REMOVAL FUND.

(a) No insurance company doing business in the State of Ohio shall pay a claim of a named insured for fire damage for a structure located within the Village where the amount recoverable for the fire loss to the structure under all insurance policies exceeds five thousand dollars and is greater than or equal to sixty percent (60%) of all fire insurance policy monetary limitations unless there is compliance with the following procedures:

(1) When the loss agreed to between the named insured or insureds and the insurance company or companies equals or exceeds sixty percent (60%) of the aggregate limits of liability of all fire policies covering the building or structure, the insurance company or the companies in accordance with Ohio Revised Code 715.26(F) and 3929.86(C) and (D) shall

transfer from the insurance proceeds to the Director of Finance in the aggregate amount of two thousand dollars (\$2,000.00) for each fifteen thousand dollars (\$15,000.00), and each fraction of that amount, of a claim, or if at the time of a proof of loss agreed to between the named insured or insureds have submitted a contractor's signed estimate of the costs of removing, repairing, or securing the building the building or other structure, shall transfer from the insurance proceeds the amount specified in the estimate.

Such transfer of the estimate shall be on a pro-rata basis by all companies insuring the building or structure. Policy proceeds remaining after the transfer to the Village may be disbursed in accord with the terms of the policy.

The named insured or insureds may submit a contractor's signed estimate of the costs of removing, repairing, or securing the building or other structure after the transfer, and the Finance Director, after notifying the Manager, shall return the amount of the fund in excess of the estimate to the named insured or insureds, provided that the Village has not commenced to remove, repair or secure the building or other structure.

(2) Upon receipt of the proceeds by the Village as authorized by this section, the Finance Director shall place the proceeds in a separate fund to be used solely as security against the total

cost of removing, repairing, or securing incurred by the Village, pursuant to Ohio Revised Code 715.261.

When transferring the fund as required in subsection (a)(1) hereof, an insurance company shall provide the names and addresses of the named insured or insureds, whereupon the Village shall contact the named insured or insureds, certify the proceeds have been received by the Village and notify them the following procedures will be followed:

The fund shall be returned by the Finance Director to the named insured or insureds when repairs or removal, or securing of the building or other structure have been completed and the required proof is received by the Manager, provided that the Village has not incurred any costs for the repairs, removal, or securing of the building or other structure. If the Village has incurred any costs for the repairs, removal or securing the building or other structure such costs shall be paid from the funds remaining, the Village of Sebring shall transfer the remaining funds to the named insured or insureds after repair, rebuilding or removal has been completed.

Nothing in this section shall be construed to limit the ability of the Village to recover any deficiency under Ohio Revised Code. Nothing in Ohio Revised Code 3929.86(C) and (D) adopted hereby shall be construed to prohibit the Village and the named insured or insureds from entering into an agreement that permits the transfer of funds to the named insured or insureds if some other reasonable disposition of the damaged property can be negotiated.

(b) The Finance Director is designated as the officer authorized to carry out the duties of this section, provided that no funds so held under this section shall be released without notice to the Manager

SECTION 6. 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.

PASSED IN COUNCIL ON JULY _____, 2026.

DAVID HANSON, MAYOR

ATTEST:

MICHAEL ACOMB, CLERK OF COUNCIL

APPROVED AS TO FORM:

GARY L. VAN BROCKLIN
ASSISTANT LAW DIRECTOR

EXHIBIT A

985.03 PLANTING PROHIBITED ON CITY EASEMENTS.

(a) The planting of trees and bushes on City easements is hereby prohibited.

(b) Trees and bushes planted on City easements shall be removed by the City, all costs thereof shall be billed directly to the property owner(s) and/or assessed against the property owner(s) and collected as other taxes are collected.

(Ord. 2013-04. Passed 3-18-13.)

VILLAGE OF NEWTON FALLS, OHIO
RESOLUTION NO.: 17-2026
SPONSORS: Councilpersons Stimpert, Rufener

**A RESOLUTION OF THE VILLAGE OF NEWTON FALLS ADOPTING THE TRUMBULL COUNTY
MULTIJURISDICTIONAL HAZARD MITIGATION PLAN.**

WHEREAS the Newton Falls Village Council recognize the threat that natural and other hazards pose to people and property within Trumbull County; and

WHEREAS Trumbull County has prepared a multi-hazard mitigation plan, hereby known as TRUMBULL COUNTY 2026 HAZARD MITIGATION PLAN of June 2026 in accordance with the Disaster Mitigation Act of 2000 which can be located online at <https://www.co.trumbull.oh.us/EMA/em/Hazard/Master%20June%202026%20Hazard%20Mitigation%20Plan.pdf>; and

WHEREAS TRUMBULL COUNTY MULTIJURISDICTIONAL HAZARD MITIGATION PLAN identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Trumbull County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Council for the Village of Newton Falls demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Trumbull County Hazard Mitigation Plan of June 2026.

COUNCIL FOR THE VILLAGE OF NEWTON FALLS, STATE OF OHIO, HEREBY RESOLVES:

SECTION 1. The Council for the Village of Newton Falls hereby adopt the TRUMBULL COUNTY 2026 MULTIJURISDICTIONAL HAZARD MITIGATION PLAN A

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 ____ DAY OF JULY 2026.

David Hanson
Mayor

Attest:

Michael Acomb
City Clerk/Clerk of Council

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

VILLAGE OF NEWTON FALLS
RESOLUTION NO. 22-2026
SPONSORS: Kropp, Axiotis

**A RESOLUTION RECOGNIZING AND EXPRESSING APPRECIATION TO
THE CADLE COMPANY FOR ITS CONTRIBUTION TO THE CITY OF
NEWTON FALLS THROUGH THE JULY 2, 2026 DRONE SHOW AT CITY
PARK AS PART OF THE CITY OF NEWTON FALLS 4TH OF JULY
CELEBRATIONS AND THE CELEBRATION OF THE 250TH
ANNIVERSARY OF THE DECLARATION OF INDEPENDENCE OF THE
UNITED STATES OF AMERICA**

WHEREAS, the City of Newton Falls values civic pride, public celebration, community partnership, and the continued support of individuals, businesses, organizations, and private partners who contribute to the quality of life of the residents of Newton Falls; and

WHEREAS, on July 2, 2026, during the City of Newton Falls 4th of July festivities held at City Park, the community gathered to celebrate the 4th of July holiday and to recognize the historic 250th anniversary of the Declaration of Independence of the United States of America; and

WHEREAS, The Cadle Company generously paid for and helped make possible a drone show for the City of Newton Falls as part of those festivities; and

WHEREAS, the drone show provided an impressive, memorable, and family-friendly public display for residents, families, visitors, and community members gathered at City Park; and

WHEREAS, the event was attended by a large public gathering and was widely enjoyed by those present, contributing meaningfully to the celebration, atmosphere, and shared community experience of the evening; and

WHEREAS, events of this nature require substantial planning, coordination, resources, technical skill, and cooperation among sponsors, organizers, vendors, public officials, City personnel, safety forces, volunteers, and other participating parties; and

WHEREAS, the Council of the City of Newton Falls desires to formally recognize The Cadle Company and all parties involved in organizing, supporting, coordinating, and presenting the July 2, 2026 drone show at City Park; and

WHEREAS, this recognition is intended to express the sincere appreciation of the City of Newton Falls and its Council for a contribution that brought residents together, enhanced the City's 4th of July festivities, and added distinction to the local celebration of the 250th anniversary of American independence.

RESOLUTION NO. 22-2026
PAGE 2

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newton Falls, Trumbull County, Ohio:

Section 1. The Council of the City of Newton Falls hereby recognizes and expresses its sincere appreciation to The Cadle Company for paying for and helping make possible the drone show presented on July 2, 2026, at City Park during the City's 4th of July festivities.

Section 2. Council further recognizes and thanks the organizers, participating parties, vendors, drone show operators, City personnel, safety forces, volunteers, and all others who contributed to the planning, coordination, safety, and successful presentation of the drone show.

Section 3. Council finds that the July 2, 2026 drone show contributed positively to the civic life of Newton Falls, provided a memorable experience for residents and visitors, and helped mark the 250th anniversary of the Declaration of Independence of the United States of America in a meaningful and celebratory manner.

Section 4. The Clerk of Council is hereby directed to provide a certified copy of this Resolution to The Cadle Company as an official expression of appreciation from the City of Newton Falls and its Council.

Section 5. This Resolution is ceremonial in nature, does not authorize the expenditure of public funds, does not create or modify any contract or legal obligation, and shall take effect immediately upon its adoption.

PASSED IN COUNCIL THIS 15TH DAY OF JULY, 2026.

David Hanson, Mayor

Attest:

Kathleen King, Clerk of Council

Approved as to Legal Form.

Gary Van Brocklin, Law Director

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-35
SPONSORS: Councilpersons Kropp, Axiotis

AN EMERGENCY ORDINANCE ESTABLISHING A TEMPORARY TWELVE (12) MONTH MORATORIUM ON CERTAIN NEW BEHAVIORAL HEALTH, RECOVERY HOUSING, TREATMENT, AND RESIDENTIAL CARE LAND USES PENDING A COMPREHENSIVE REVISION OF THE CITY OF NEWTON FALLS ZONING CODE; DIRECTING THE PLANNING AND ZONING COMMISSION TO REVIEW AND RECOMMEND COMPREHENSIVE ZONING REGULATIONS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, The Council of the City of Newton Falls possesses authority under the Constitution of the State of Ohio, the laws of the State of Ohio, and the Charter of the City of Newton Falls to regulate land use and zoning in order to protect and promote the public health, safety, morals, convenience, comfort, prosperity, and general welfare; and

WHEREAS, The Council finds that the City's existing Zoning Code does not adequately define or distinguish numerous modern residential treatment, recovery housing, behavioral health, and institutional residential land uses recognized under current Ohio law and regulatory practice; and

WHEREAS, The Council further finds that the absence of comprehensive definitions, zoning classifications, review standards, and development criteria has created uncertainty in the consistent administration and enforcement of the City's Zoning Code; and

WHEREAS, The Council finds that its current zoning regulations do not adequately distinguish between professional office uses, outpatient medical uses, outpatient counseling services, and residential or institutional treatment land uses; and

WHEREAS, The Council desires to undertake a comprehensive review of its Zoning Code to develop objective, uniform, legally defensible, and modern land use standards governing such uses; and

WHEREAS, The Council further finds that temporarily pausing the establishment of certain new land uses while this review is conducted is necessary to preserve the integrity of the City's planning process and to avoid inconsistent land use determinations during the review period; and

WHEREAS, The Council recognizes the important public benefit provided by behavioral health treatment, addiction recovery services, mental health services, and supportive housing and expressly declares that this Ordinance is intended solely as a temporary land use planning measure and is not intended to prohibit lawful treatment services or discriminate against any protected class of persons.

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

SECTION 1. Purpose. The purpose of this Ordinance is to establish a temporary twelve (12) month moratorium on the establishment of certain new land uses while the City conducts a comprehensive review and revision of its Zoning Code. This Ordinance regulates municipal land use approvals only and shall not be construed as regulating the practice of medicine, behavioral health treatment, counseling, addiction treatment, or any other professional service otherwise authorized by law.

SECTION 2. Covered Land Uses. For purposes of this temporary moratorium, the following categories of land uses shall be subject to this Ordinance when proposed as new principal uses within the City:

- (A) Recovery Housing Residences recognized, certified, accredited, licensed, or otherwise regulated under applicable provisions of Ohio law.
- (B) Residential Substance Use Disorder Treatment Facilities.
- (C) Residential Behavioral Health Treatment Facilities.
- (D) Residential Mental Health Treatment Facilities.
- (E) Residential Crisis Stabilization Facilities.
- (F) Residential facilities providing organized recovery, treatment, rehabilitation, therapeutic, or supportive services as their principal land use.
- (G) Opioid Treatment Programs operating from facilities requiring municipal land use approval.
- (H) Any substantially similar residential or institutional land use whose principal purpose is the residential provision of organized treatment, recovery, rehabilitation, supervision, or supportive services and which is not presently defined or specifically classified within the Newton Falls Zoning Code.

The foregoing categories are intended solely to identify land uses for zoning purposes. Where appropriate, Ohio statutory or administrative licensing classifications may be consulted in determining whether a proposed land use falls within one of the foregoing categories.

SECTION 3. Land Uses Not Subject to this Ordinance. This Ordinance shall not apply to hospitals, licensed physician offices, dental offices, psychologists' offices, licensed counselors, psychiatrists, outpatient behavioral health offices, outpatient medical clinics, professional offices lawfully operating under the City's Zoning Code, nursing homes, assisted living facilities, or any other lawful outpatient professional office use that does not establish a covered residential or institutional land use described in Section 2.

SECTION 4. Temporary Moratorium. For a period of twelve (12) months following the effective date of this Ordinance, the City shall temporarily suspend the acceptance, review, processing, and approval of applications seeking to establish any covered land use identified in Section 2. This moratorium shall apply to the establishment of new principal covered land uses, the conversion of existing structures into covered land uses, the establishment of covered land uses where none previously existed, and expansions requiring new zoning approvals that would create a covered principal land use. No provision of this Ordinance shall invalidate any permit or approval lawfully issued prior to its effective date.

SECTION 5. Pending Applications. Any complete application accepted by the City prior to the effective date of this Ordinance shall continue to be processed under the regulations in effect at the time the application was accepted. Applications submitted after the effective date of this Ordinance that

are subject to this moratorium shall be held in abeyance during the term of the moratorium unless otherwise required by applicable law.

SECTION 6. Existing Uses. Nothing in this Ordinance shall require any legally established use to cease operation. Nothing in this Ordinance shall prohibit routine maintenance or repair of existing lawful structures. Nothing in this Ordinance shall limit the City's authority to administer or enforce applicable zoning regulations, building codes, fire codes, occupancy regulations, health regulations, property maintenance regulations, or any other applicable municipal ordinances.

SECTION 7. Reasonable Accommodation. Nothing contained in this Ordinance shall prohibit the submission, review, or determination of any request for reasonable accommodation required under applicable federal or state law. Any such request shall be considered independently and in accordance with applicable law.

SECTION 8. Equal Enforcement. The City shall continue to uniformly administer and enforce all applicable zoning regulations, building codes, fire codes, occupancy regulations, licensing requirements, and property maintenance regulations without regard to whether a property is or may become a covered land use.

SECTION 9. Planning and Zoning Commission Review. During the period of this moratorium, the Planning and Zoning Commission shall conduct a comprehensive review of the City's Zoning Code as it relates to the land uses identified in this Ordinance. The Commission shall prepare recommendations to City Council regarding appropriate land use definitions, zoning classifications, permitted zoning districts, conditional use standards, parking requirements, buffering and screening standards where legally permissible, operational standards, licensing verification procedures, occupancy considerations, fire and building code coordination, compatibility with surrounding land uses, and such additional regulations as the Commission determines necessary to modernize the City's Zoning Code. In conducting its review, the Commission is encouraged to consider applicable provisions of the Ohio Revised Code, the Ohio Administrative Code, guidance published by the Ohio Department of Mental Health and Addiction Services, and model zoning regulations adopted by other Ohio municipalities.

SECTION 10. City-Initiated Legislative Action. Nothing contained in this Ordinance shall prohibit City Council from considering, amending, or adopting revisions to the City's Zoning Code during the period of this moratorium. The purpose of this Ordinance is to facilitate the preparation and adoption of comprehensive zoning regulations governing the land uses identified herein.

SECTION 11. Rules of Construction. This Ordinance shall be interpreted narrowly to accomplish its stated planning purposes. No provision of this Ordinance shall be construed as expressing legislative intent to prohibit lawful treatment services or to discriminate against any protected class of persons. This Ordinance shall be interpreted and administered in a manner consistent with the Constitution of the United States, the Constitution of the State of Ohio, applicable provisions of the Ohio Revised Code, and all other applicable federal and state laws.

SECTION 12. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity of the remaining provisions, which shall remain in full force

and effect.

SECTION 13. Sunset. This Ordinance shall automatically expire twelve (12) months after its effective date unless earlier repealed or extended by subsequent ordinance duly adopted by City Council.

SECTION 14. EMERGENCY CLAUSE. This ordinance is declared an emergency to promote the health, safety and public welfare, of the citizens of the Village of Newton Falls Ohio. Specifically, there has been a proliferation of the uses described in the ordinance and our zoning ordinances do not properly address such facilities

SECTION 15. Effective Date. This Ordinance shall take effect and be in force according to law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

Mayor David Hanson

Attest:

Kathleen King
Clerk of Council

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

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-36
SPONSORS: Councilpersons Kropp, Rufener

**AN EMERGENCY ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT
NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2026 ENERGIZED COMMUNITY
GRANT**

WHEREAS, the Village of Newton Falls, Ohio (the "CITY" or VILLAGE" or "GRANTEE") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2026 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the GRANTEE wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council in Exhibit A to receive one or more NEC Grant(s); and

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

SECTION 1. This Council of the Village (the "Council") finds and determines that it is in the best interest of the Village to enter into the Grant Agreement to accept the NEC Grant(s) for 2026, and authorizes the City Manager to execute the Grant Agreement to accept the NEC Grant(s) funds.

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. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the GRANTEE; the reason for the emergency is the grant must be approved by Council, by July 17, 2026, or funding will not be available, wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor of the GRANTEE.

ORDINANCE NO.:
PAGE TWO

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Gary VanBrocklin, Law Director

CERTIFICATE

I do hereby certify that the foregoing is a true and
correct copy of Ordinance No. _____ duly
passed by the Council of the Village of the City of
Newton Falls, Ohio on _____,
20_____.

City Clerk / Council Clerk

NOPEC 2026 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and _____, _____ County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2026 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2026 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2028. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2026 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2026, and shall expire on December 31, 2026, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:
(This individual will be the designated grant representative working in the grant website)

Title: _____
Name: _____
_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

_____, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2026 Energized Community Grant Agreement.]