

AGENDA
April 27, 2026

1. Call meeting to order.
2. Invocation * – Please stand- (The Invocation may include a prayer, a reflective moment of silence, or a short solemnizing message. The Invocation is the voluntary offering of a private citizen to and for the benefit of Council; and the views expressed in the Invocation have not been reviewed or approved by Council and do not necessarily represent the views of Council. No member of Council, no Village Employee, and no person in attendance is required to participate in the Invocation that is offered; and such decision will have no effect on any individual’s right to participate in the business of the Council.)
3. Pledge of Allegiance – Please Stand
4. Roll Call of Members
5. Approval of Agenda
6. Approval of Minutes from the April 13, 2026 Zoning Public Hearing
7. Approval of Minutes from the April 13, 2026 Regular Meeting
8. Public Questions and Statements (Note: Anyone wishing to speak must state their name and will be allowed 3 minutes on their subject)
9. Administrator’s Report
10. Fiscal Officer Report
11. Ordinance 2026-09 An Ordinance Authorizing the Village Administrator and Fiscal Officer to Enter into an Agreement with Croghan Colonial Bank for a Commercial Mortgage Loan in the Amount Not to Exceed \$100,000.00 to Fund Construction of a New Salt Storage Facility, and Declaring an Emergency. Emergency Reading.
12. Ordinance 2026-10 An Ordinance Amending Sections 921.10 and 925.07 of the Codified Ordinances, Relative to the Rates for Water and Sewer Service, and Declaring an Emergency. First Reading.
13. Resolution 2026-16 A Resolution in the Matter of Determining Emergency Management Service for the Political Subdivision of the Village of New London. Second Reading.
14. Resolution 2026-17 A Resolution to Approve a Then and Now Certificate for a Purchase Made, and Declaring an Emergency. Emergency Reading.
15. Resolution 2026-18 A Resolution Authorizing Participation in the ODOT Road Salt Contracts Awarded in 2026. Emergency Reading.
16. Resolution 2026-19 A Resolution Authorizing the Village Administrator to Enter into an Agreement with Dan Ledyard DBA The Wood Shack for the Installation and Operation of a Firewood Vending Machine in the Village, and Declaring an Emergency. Emergency Reading.
17. Old Business
18. New Business
19. Approval of Bills to be paid
 - Schedule A
 - Schedule B
20. Adjourn
 - Any minister of a church or member of a religious order representing any religious organization with (501.(c)(3))” Status recognized by the Internal Revenue Service may volunteer to present the Invocation at a meeting by Council by contacting the Fiscal Officer. Volunteers will be accepted on a first come, first served, rotating basis; and, in the absence of such volunteers, the invocation may be delivered by the Mayor. In delivering the Invocation, a volunteer is free to follow the dictates of his own conscience without prior review by the Village, but is requested to maintain a spirit of respect for all; to not exploit the opportunity as an effort to convert others to a particular faith or disparage the faith or belief of others; and to not exceed three minutes.

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH CROGHAN COLONIAL BANK FOR A COMMERCIAL MORTGAGE LOAN IN THE AMOUNT NOT TO EXCEED \$100,000.00 TO FUND CONSTRUCTION OF A NEW SALT STORAGE FACILITY, AND DECLARING AN EMERGENCY

WHEREAS, the Village desires to construct a new salt storage facility within the Village (the "Project"); and

WHEREAS, the Village desires to pursue financing for the Project in the amount of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the Village received proposals from several different banks; and

WHEREAS, the Village desires to pursue financing of the Project through Croghan Colonial Bank at a Five Percent (5%) fixed interest rate for a term of five (5) years; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to authorize the Village Administrator and Fiscal Officer to enter into a loan agreement with Croghan Colonial Bank for a commercial mortgage loan in the amount of One Hundred Thousand Dollars (\$100,000.00) to fund the Project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NEW LONDON, HURON COUNTY, OHIO, AS FOLLOWS

Section 1. The Village Administrator and Fiscal Office are hereby authorized to execute any and all documents and take any actions necessary to obtain a loan from Croghan Colonial Bank in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for the construction of a new salt storage facility (the "Loan"). The Loan shall be a five (5) year term and bear interest at a fixed rate of five percent (5%). The final Loan Agreement shall be approved as to form by the Village Solicitor prior to execution.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the citizens of the Village and for the further reason that it is necessary to obtain financing in a timely manner in order to proceed with the Project, and that, provided it receives the majority vote of two-thirds or more of those elected to Council, this Ordinance shall therefore take effect and be in force immediately from and after its passage and approval by the Mayor, and otherwise it shall take effect at the earliest period allowed by law.

PASSED: _____

Mayor

ATTEST:

Fiscal Officer

ORDINANCE NO. 2026 - 10

AN ORDINANCE AMENDING SECTIONS 921.10 AND 925.07 OF THE CODIFIED ORDINANCES, RELATIVE TO THE RATES FOR WATER AND SEWER SERVICE, AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NEW LONDON, HURON COUNTY, OHIO, AS FOLLOWS:

Section 1. That Section 921.10(a)(1) only of the Codified Ordinances is hereby amended to read as follows

921.10 WATER RATES.

Each user shall pay for water based on the amount as follows:

(a) (1) Meter Rates with Annual 3% Increases (2026–2030).

WATER SERVICE WITHIN THE VILLAGE LIMITS

Year	Up to the first 2,000 gal (per month) (min bill)	Next 6,000 gal (per 1,000 gal)	Over 8,000 gal (per 1,000 gal)	Min Charge Per Month
2026	\$25.44	\$4.95	\$3.72	\$25.44
2027	\$26.20	\$5.10	\$3.83	\$26.20
2028	\$26.99	\$5.25	\$3.94	\$26.99
2029	\$27.80	\$5.41	\$4.06	\$27.80
2030	\$28.63	\$5.57	\$4.18	\$28.63

WATER SERVICE OUTSIDE THE VILLAGE LIMITS

Year	Up to the first 2,000 gal (per month) (min bill)	Next 6,000 gal (per 1,000 gal)	Over 8,000 gal (per 1,000 gal)	Min Charge Per Month
2026	\$31.81	\$6.20	\$4.64	\$31.81
2027	\$32.76	\$6.39	\$4.78	\$32.76
2028	\$33.74	\$6.58	\$4.92	\$33.74
2029	\$34.75	\$6.78	\$5.07	\$34.75

2030	\$35.79	\$6.98	\$5.22	\$35.79
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HAULED WATER RATE (per 1,000 gallons)

Year	Rate
2026	\$7.23
2027	\$7.45
2028	\$7.67
2029	\$7.90
2030	\$8.14

A “senior” user may apply for an exemption from the annual water rate increases for the years 2026–2030, under the following circumstances and subject to the following restrictions:

1. Applicant must be a titled owner of the premises and must currently occupy the premises as his/her residence.
2. Applicant must be aged sixty-five (65) or above.
3. The average monthly billing for the premises must be 2,000 gallons or less per month.
4. The rates prior to 2026 (i.e., \$24.70/\$30.88 per month) shall remain applicable only for usage of 2,000 gallons or less per month. If monthly usage exceeds that limitation for more than two (2) months in any calendar year, the exemption shall be canceled and current rates will be applied thereafter.

Applicant must apply in advance and present evidence acceptable to the village of eligibility for this exemption to be approved.

RURAL WATER AUTHORITY RATES

That the water rates being assessed against the Rural Lorain County Water Authority and Northern Ohio Rural Water pursuant to the existing water contract shall be set as shown below, with a 3% increase each year from 2026 through 2030.

Year	Rural Lorain County	Rural Lorain County	Rural Lorain County	Northern Ohio Rural	Northern Ohio Rural	Northern Ohio Rural
	First 550,000 gal/day	Next 50,000 gal/day	Over 600,000 gal/day	First 100,000 gal/day	Next 50,000 gal/day	Over 150,000 gal/day

2026	\$2.66	\$2.59	\$2.46	\$2.66	\$2.59	\$2.46
x2027	\$2.74	\$2.67	\$2.54	\$2.74	\$2.67	\$2.54
2028	\$2.82	\$2.75	\$2.62	\$2.82	\$2.75	\$2.62
2029	\$2.91	\$2.83	\$2.70	\$2.91	\$2.83	\$2.70
2030	\$3.00	\$2.91	\$2.78	\$3.00	\$2.91	\$2.78

Section 2. That Section 925.07(b) only of the Codified Ordinances is hereby amended to read as follows:

925.07 USER CHARGES AND SEWER SERVICE CHARGES.

(b) Sewer Service Charge with Annual 3% Increases (2026–2030). All users discharging waste to the sewage collection system shall be billed for wastewater treatment service, including governmental or institutional users such as schools, municipal utilities, or other public buildings, at the following rates (There shall be no free service):

	Inside Village	Outside Village
First 2,000 gallons per month	2026: \$48.61/mo 2027: \$50.07/mo 2028: \$51.57/mo 2029: \$53.12/mo 2030: \$54.71/mo	2026: \$60.75/mo 2027: \$62.57/mo 2028: \$64.45/mo 2029: \$66.38/mo 2030: \$68.37/mo
Over 2,000 gallons per month	2026: \$9.17/1,000 gal 2027: \$9.44/1,000 gal 2028: \$9.72/1,000 gal 2029: \$10.01/1,000 gal 2030: \$10.31/1,000 gal	2026: \$11.47/1,000 gal 2027: \$11.81/1,000 gal 2028: \$12.16/1,000 gal 2029: \$12.52/1,000 gal 2030: \$12.90/1,000 gal
Minimum Charge Per Month	2026: \$48.61 2027: \$50.07 2028: \$51.57	2026: \$60.75 2027: \$62.57 2028: \$64.45

	2029: \$53.12	2029: \$66.38
	2030: \$54.71	2030: \$68.37

A “senior” user may apply for an exemption from the annual water rate increases for the years 2026–2030, under the following circumstances and subject to the following restrictions:

1. Applicant must be a titled owner of the premises and must currently occupy the premises as his/her residence.
2. Applicant must be aged sixty-five (65) or above.
3. The average monthly billing for the premises must be 2,000 gallons or less per month.
4. The rates prior to 2026 shall remain applicable only for usage of 2,000 gallons or less per month. If monthly usage exceeds that limitation for more than two (2) months in any calendar year, the exemption shall be canceled and current rates will be applied thereafter.

Applicant must apply in advance and present evidence acceptable to the village of eligibility for this exemption to be approved.

Section 3. The rates established herein shall increase by 3% annually, effective January 1 of each year from 2026 through and including 2030. All tables and references to rates in this ordinance are adjusted accordingly for each year. These changes shall remain in effect unless otherwise amended by Council.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety, and for the welfare of the citizens of the Village, and for the further reason that it is necessary that this measure apply as soon as possible to assure that funds are available for current expenditures, and that, provided it receives the majority vote of two-thirds or more of those elected to Council, this Ordinance shall therefore take effect and be in force immediately from and after its passage, and otherwise it shall take effect at the earliest period allowed by law.

PASSED: _____

MAYOR

ATTEST:

Fiscal Officer

RESOLUTION NO. 2026 – 17

A RESOLUTION TO APPROVE A THEN AND NOW CERTIFICATE FOR A PURCHASE MADE, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5705.41(d) provides a process for the taxing authority (Council) to authorize “Then and Now Certificates” to cover financial commitments made to vendors by the Village prior to a formal purchase order being generated; and

WHEREAS, this Council has received from the Village Fiscal Officer within the prior thirty (30) days certification(s), with respect to the item(s) listed in Section 1 of this Resolution, that there was at the time of the making of such contracts or order and at the time of the execution of such certificates a sufficient sum appropriated for the purpose of such contract(s) and in the treasury, or in process of collection, to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, this Council finds and determines that appropriate funds were at hand both then and now for the expenditure(s) stated below, and that the subject expenditure(s) is/are currently budgeted, and the purchase order(s) was/were processed after the order date;

WHEREAS, Council now desires to authorize the drawing of warrant(s) in payment of the amount due upon such contract(s) or order(s); Now, Therefore,
BE IT RESOLVED by the Council of the Village of New London, Huron County, Ohio:

Section 1. That the following purchase(s) is/are approved for Then and Now Certification:

Vendor	Description	Amount	Fund Account Number
Contractors Design	Rez Campground Survey	\$9,800.00	Recreation-2042-310-590-0000
Flock Group Inc.	Flock Contract	\$13,833.33	Police-2092-110-590-0000

Section 2. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety, and for the welfare of the citizens of the Village, and for the further reason that it is necessary that this measure become effective at the earliest possible time in order to allow the Village to pay for this expenditure that is now due and owing, and that, provided it receives the majority vote of two-thirds or more of those elected to Council, this Resolution shall therefore take effect and be in force immediately from and after its passage, and otherwise it shall take effect at the earliest period allowed by law.

PASSED: _____

ATTEST:

MAYOR

FISCAL OFFICER

Resolution 2026-18

RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2026

WHEREAS, the Village of New London, Huron County, Ohio (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 1, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 1, 2026.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

RESOLUTION NO. 2026 - 19

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DAN LEDYARD DBA THE WOOD SHACK FOR THE INSTALLATION AND OPERATION OF A FIREWOOD VENDING MACHINE IN THE VILLAGE; AND DECLARING AN EMERGENCY.

WHEREAS, the Village recognizes the need to provide convenient access to firewood for residents and visitors to the Village; and

WHEREAS, Dan Ledyard dba The Wood Shack ("Vendor") has provided a Firewood and Vending Proposal to the Village for the installation and operation of a firewood vending machine on Village property; and

WHEREAS, the Village and Vendor desire to enter into an agreement for the installation and operation of a firewood vending machine on Village property (the "Agreement"), as set forth on Exhibit A; and

WHEREAS, this Council finds and determines that it is necessary and in the best interest of the Village to authorize the Village Administrator to execute and deliver the Agreement with Vendor, in accordance with the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LONDON, HURON COUNTY, OHIO:

Section 1. The Village Administrator is hereby authorized and directed to enter into the Agreement, as set forth in Exhibit A, attached hereto and incorporated herein, for the installation and operation of a firewood vending machine on Village property, and to take any and all actions necessary to effectuate the purpose of this Resolution.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety, and for the welfare of the citizens of the Village, and for the further reason that it is necessary that this measure apply as soon as possible to assure that funds are available for current expenditures, and that, provided it receives the majority vote of two-thirds or more of those elected to Council, this Ordinance shall therefore take effect and be in force immediately from and after its passage, and otherwise it shall take effect at the earliest period allowed by law.

PASSED: _____

MAYOR

ATTEST: _____

FISCAL OFFICER

FIREWOOD VENDING MACHINE AGREEMENT

This Firewood Vending Machine Agreement (“Agreement”) is entered into by and between the Village of New London, Ohio (“Village”) and Dan Ledyard dba The Wood Shack (“Vendor”) as of _____, 2026.

WHEREAS, Vendor has submitted a Firewood & Vending Proposal (the “Proposal”) to the Village to provide, install, operate, and maintain a firewood vending machine on certain Village property; and

WHEREAS, both the Village and Vendor desire to enter into an agreement consistent with the terms of the Proposal, with the understanding that this Agreement shall control in the event of any conflict.

The following are the terms and conditions mutually agreed upon by the Village and Vendor, which shall govern the installation, operation, and maintenance of the firewood vending machine as outlined in this Agreement:

1. Vending Machine; Location

Vendor shall install one (1) firewood vending machine at the New London Reservoir Park located at 2495 Euclid Road, New London, Ohio 44851.

The vending machine and all related equipment and inventory shall remain the sole property of Vendor.

2. Term

The term of this Agreement shall be for three (3) years beginning on _____, 2026, and continuing through _____, 2029, unless terminated earlier pursuant to this Agreement.

3. Vendor Responsibilities; Vending Machine & Operations

Vendor shall provide, install, stock, monitor, service, and maintain one (1) firewood vending machine. The Vendor will be responsible for ensuring the vending machine is consistently operational and accessible to the public. Each locker shall contain approximately 1.5 cubic feet of firewood (i.e. two wrapped bundles), packaged to prevent moisture and contamination. Vendor shall monitor inventory electronically using automated tracking systems, and shall perform refills as necessary to avoid shortages and ensure that firewood is available for purchase at all times. In addition, Vendor will regularly inspect the machine for any technical issues or malfunctions and address them promptly to maintain reliable service.

Vendor will also be responsible for keeping the vending machine and its surrounding area clean and free from debris, ensuring a positive experience for Village residents and visitors.

The initial retail price shall be \$14.95 per locker plus applicable sales tax, subject to adjustment by Vendor to reflect market conditions, operational costs, or other relevant factors. Vendor shall clearly display pricing information and sales tax details on the vending machine for customer transparency. All transactions shall be cashless (credit/debit card and tap-to-pay). Vendor will ensure that payment systems are up-to-date, reliable, and compliant with industry standards for electronic payments.

Vendor may secure the unit to the ground for safety and stability, particularly due to wind, animals, or public interaction. The Vendor will coordinate with and request prior written approval from the Village regarding any modifications or enhancements needed to maintain the safety and integrity of the vending machine location.

4. Village Responsibilities

The Village shall provide, at no cost to Vendor, a dedicated 110-volt electrical service at or near the vending machine location. Vendor shall be solely responsible for all costs related to connection, use, maintenance, and any modifications required for the vending machine's electrical needs. The Village shall not be liable for any interruptions, damages, or losses resulting from electrical service failures, except in cases of willful misconduct or gross negligence by the Village. Vendor shall ensure that all electrical connections comply with applicable codes and regulations, and shall indemnify and hold the Village harmless from any claims, damages, or liabilities arising from Vendor's use of the electrical service.

The Village shall provide, at no cost to Vendor, a flat concrete or asphalt surface that is suitable for placement and operation of the vending machine. Vendor shall be responsible for ensuring the machine is installed in accordance with all applicable codes and regulations. The Village assumes no liability for the suitability or maintenance of the surface beyond initial provision.

The Village shall provide, at no cost to Vendor, reasonable access for Vendor and its representatives to the vending machine location for purposes of installation, stocking, servicing, maintenance, and removal. Vendor shall coordinate with the Village to minimize disruption to Village operations and activities.

5. Revenue Sharing & Commission

Vendor shall pay the Village a commission based on gross sales, determined by the Agreement term. For purposes of this Agreement, 'gross sales' means the total amount collected from locker sales, exclusive of sales tax. The Vendor shall provide a detailed monthly sales report to the Village, itemizing the number of lockers sold, gross sales amounts, and any applicable deductions. The Village reserves the right to audit Vendor's sales records and vending machine transaction logs at reasonable times to verify the accuracy of commission payments. Any discrepancies identified during an audit must be promptly corrected by the Vendor, including payment of any additional commission owed as a result.

3-Year Term: 15% of gross sales (estimated at \$2.25 per locker sold)

Commission payments shall be remitted monthly, unless the parties agree in writing to quarterly or annual payments. If the Vendor fails to remit commission payments on time, the Village may assess late fees and, after written notice and a reasonable cure period, suspend or terminate the Vendor's rights under this Agreement. All commission payments shall be made via electronic transfer or other method agreed upon by the Village, and the Vendor shall be responsible for any costs associated with payment processing. The Vendor shall indemnify and hold the Village harmless from any claims, damages, or liabilities arising out of Vendor's failure to accurately report sales or remit commissions as required under this Agreement.

6. Utilities, Costs, and Employees

Except for electricity, Vendor shall bear all costs associated with the vending machine, including but not limited to installation, inventory procurement and replenishment, routine and emergency repairs, insurance coverage, applicable local, state, and federal taxes, and eventual removal of the machine from the site.

The Vendor is responsible for ensuring the vending machine is properly installed and maintained in accordance with all relevant codes and regulations, and for any modifications required to meet operational needs. All expenses related to stocking and servicing the machine, such as purchasing products, refilling lockers, and handling waste or defective items, shall be solely the Vendor's responsibility.

Taxes arising from the operation, including sales tax, property tax, or any other levies, must be paid promptly by the Vendor.

No Village employees are required for any aspect of vending machine operation, maintenance, or oversight, and the Vendor must provide its own personnel or contractors to handle all related activities.

7. Insurance and Indemnification

Vendor must, at its sole cost and expense, obtain and maintain insurance policies sufficient to protect against any loss, damage, liability, or expense arising from or related to the installation, operation, maintenance, or removal of the vending machine. Such coverage must include, but is not limited to, general liability insurance and property insurance covering the vending machine and its contents, in amounts reasonably acceptable to the Village. The Village must be named as an additional insured on all such policies. Insurance shall also cover claims for bodily injury, property damage, personal injury, and contractual liability, whether caused by accidents, vandalism, theft, or any other risk associated with Vendor's activities under this Agreement. Vendor is solely responsible for any and all costs incurred due to such events, and shall provide the Village with certificates of insurance and proof of payment upon request. All insurance policies must require at least thirty (30) days' advance written notice to the Village prior to cancellation, non-renewal, or material modification. Failure to maintain the required insurance or provide evidence thereof shall be grounds for immediate suspension or termination of this Agreement by the Village, without liability to the Village.

To the fullest extent permitted by Ohio law, Vendor shall indemnify, defend, and hold harmless the Village and its officials, employees, and agents from and against any and all claims, liabilities, damages, losses, penalties, fines, suits, judgments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of, related to, or resulting from Vendor's operations under this Agreement, including failure to maintain or provide adequate insurance. This obligation includes, but is not limited to, claims related to bodily injury, property damage, personal injury, or any violation of laws, regulations, or ordinances resulting from the installation, operation, maintenance, or removal of the vending machine, as well as any acts or omissions of the Vendor or its employees, agents, or contractors. However, Vendor's duty to indemnify does not apply to the extent that such claims, damages, or losses are caused by the negligence or willful misconduct of the Village, its officials, employees, or agents. The provisions of this indemnification shall survive the expiration or termination of this Agreement.

8. Termination

Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. In addition, the Village reserves the right to terminate this Agreement immediately, without prior notice, in the event the Vendor fails to maintain the required insurance coverage, violates any applicable law, regulation, or ordinance, or creates unsafe conditions on Village property.

9. Removal and Restoration

Upon termination or expiration of the Agreement, the Vendor is required to remove the vending machine and restore the location to its original condition, except for normal wear and tear.

10. Independent Contractor

The Vendor shall act as an independent contractor, and this Agreement does not establish any partnership, joint venture, or employment relationship between the parties.

11. Governing Law

This Agreement shall be governed by the laws of the State of Ohio.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may be amended only by a written document signed by both parties.

[signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VILLAGE OF NEW LONDON, OHIO

By: _____

Name/Title: _____

Date: _____

VENDOR:

By: _____

Dan Ledyard dba The Wood Shack

Date: _____

