

AGENDA
June 22, 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 June 8, 2026 Workshop
 7. Approval of Minutes from the June 8, 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. Resolution 2026-24 A Resolution to Approve a Then and Now Certificate for a Purchase Made, and Declaring an Emergency. Emergency Reading.
 12. Resolution 2026-25 A Resolution Authorizing the Village Administrator to Prepare and Submit an Application to Participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(s) and to Execute Contracts as Required, and Declaring an Emergency. First Reading.
 13. Resolution 2026-26 A Resolution Authorizing the Village of New London to Participate in the PFAS Cost Recovery Program – Phase 2 Settlement, and Authorizing the Village Administrator to Submit Required Information and Execute Documentation Necessary for Such Participation; and Declaring an Emergency. Emergency Reading.
 14. Resolution 2026-27 A Resolution Ratifying a Pipeline Relocation Agreement with Columbia Gas of Ohio, Inc., Authorizing Payment, and Declaring an Emergency. Emergency Reading.
 15. Old Business
 16. New Business
 17. Approval of Bills to be paid
 - Schedule A
 - Schedule B
 18. 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.

RESOLUTION NO. 2026 – 24

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
Buckeye State Pipe	N. Railroad Water Main Project	\$12,971.76	Water-5101-539-439-6040
Buckeye State Pipe	N. Railroad Water Main Project	\$6,641.04	Water-5101-539-540-6050

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 NO. 2026 - 25

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED, AND DECLARING AN EMERGENCY.

WHEREAS, the State Capital Improvement Program (“SCIP”) and the Local Transportation Improvement Program (“LTIP”) both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Village of New London is planning to make capital improvements to East Street (the “Project”); and,

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Ohio Public Works Commission (“OPWC”) programs; 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 to prepare and submit an application for LTIP or SCIP funds through the OPWC for funding for the Project.

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

Section 1. The Village Administrator is hereby authorized to apply to the OPWC for the funds as described above.

Section 2. The Village Administrator is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Section 3. 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 4. That this Resolution 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 of immediately authorizing the application for funds for the Project so that the same may be timely received and the Project undertaken as expeditiously as possible, 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 approval by the Mayor, and otherwise it shall take effect at the earliest period allowed by law.

PASSED: _____

Mayor

ATTEST:

Fiscal Officer

RESOLUTION NO. 2026 - 26

A RESOLUTION AUTHORIZING THE VILLAGE OF NEW LONDON TO PARTICIPATE IN THE PFAS COST RECOVERY PROGRAM - PHASE 2 SETTLEMENT, AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO SUBMIT REQUIRED INFORMATION AND EXECUTE DOCUMENTATION NECESSARY FOR SUCH PARTICIPATION; AND DECLARING AN EMERGENCY

WHEREAS, the Village operates a public water system for the benefit of its residents and customers; and

WHEREAS, certain per- and polyfluoroalkyl substances ("PFAS") have been detected in water systems nationwide, and have resulted in extensive litigation and settlement opportunities for public water systems; and

WHEREAS, the PFAS Cost Recovery Program - Phase 2 Settlement ("Settlement") provides an opportunity for eligible public water systems to seek recovery of funds related to PFAS contamination, with no upfront cost to participate and contingent fees only in the event of recovery; and

WHEREAS, any public water system that has tested and found detections of PFAS chemicals may be eligible to receive an award based on factors including level of detection and maximum daily flows; and

WHEREAS, the Village desires to enter into a Retainer Agreement with Napoli Shkolnik PLLC to provide legal representation in connection with the Settlement, which provides for a contingency fee arrangement under which the firm is compensated only upon recovery of funds and the Village incurs no legal fees in the absence of recovery, as set forth in Exhibit A; and

WHEREAS, the Village Council finds it to be in the best interest of the Village and its residents to participate in the Settlement and engage Napoli Scklonik PLLC in connection with the Settlement to offset potential costs of PFAS monitoring, treatment, and remediation.

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

Section 1. This Council hereby authorizes participation in the Settlement, for which the Village may be eligible.

Section 2. Council hereby authorizes and approves the engagement of Napoli Shkolnik PLLC to represent the Village in connection with the Settlement in accordance with the written Retainer Agreement, attached hereto as Exhibit A.

Section 3. The Village Administrator is hereby authorized and directed to execute the Retainer Agreement, any applications, certifications, participation forms, or other documents required by the claims administrator or associated program representatives, provide the requested

information and take all actions necessary and proper to effectuate the Village's participation in the settlement.

Section 4. Council acknowledges that participation in the program does not require upfront payment and that any legal or administrative fees are contingent upon recovery of funds.

Section 5. 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 6. That this Resolution 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 opt into the settlement before the registration deadline, 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 approval by the Mayor, and otherwise it shall take effect at the earliest period allowed by law.

PASSED: _____

Mayor

ATTEST:

Fiscal Officer

EXHIBIT A
Retainer Agreement

See attached.



SW

RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF OHIO GENERAL ARBITRATION STATE

Village of New London (PWS # _____) (EIN # _____) retains the Law Firm of Napoli Shkolnik, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies and wastewater by per- and polyfluoroalkyl substances (PFAS), 1-4 Dioxane, plastics, microplastics, landfills biosolids and other hazardous water contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%), or such other sum as is approved by the Court, whichever is lower, of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is



deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	\$ <u>25.00</u>
Net settlement	\$ 75.00
Disbursements	-<u>\$ 10.00</u>
Net to Client	\$ 65.00

4. CONTINGENCY FEE PAYMENT SCHEDULE: As set forth above, the Client agrees to pay the Attorney a contingency fee for legal services rendered upon settlement or conclusion of the matter. If the payments to the Client are not a single lump payment but to be paid over a period of time i.e. "installment payments", such Attorney Contingency Fees will be paid in full from the first installment, or installments paid by Defendant(s). If the initial payment is insufficient to fund the full amount of Attorney's Fees due then in subsequent payments by the Defendant(s), any additional amounts recovered or received annually, the Attorney shall have the right to collect the agreed-upon contingency fee from those subsequent amounts recovered or received from the Defendant or any QSF administrator first. Irrespective of the method of payment i.e., lump sum or installment, the amount of Attorney Fees shall not exceed the contingency amount as set forth herein. To the extent this Amendment differs from the original retainer this Amendment shall control.

5. WITHDRAWAL: The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

6. APPEALS: The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.



7. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

8. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

9. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

10. **APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

11. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

12. **ASSOCIATE COUNSEL:** The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption



of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

13. OHIO OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of Ohio or applicable law and the rights, duties, and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Ohio or applicable law.

14. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in Ohio. This arbitration provision shall be enforceable in either federal or State court in Ohio pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in Ohio having jurisdiction.

15. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

16. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



17. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further Commonwealth that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____ day of _____, 2026

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE OHIO GENERAL ARBITRATION STATUTE**

By:

NAPOLI SHKOLNIK,

Printed Name

Email Address:

HANK NAUGHTON

PARTNER

Title: _____

Address: _____

Phone:

RESOLUTION NO. 2026 - 27

A RESOLUTION RATIFYING A PIPELINE RELOCATION AGREEMENT WITH COLUMBIA GAS OF OHIO, INC., AUTHORIZING PAYMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the Village is engaged in a public improvement project involving the installation of a storm sewer along Furniture Parkway; and

WHEREAS, a portion of a gas pipeline owned and operated by Columbia Gas of Ohio, Inc. must be relocated to accommodate the Village's project; and

WHEREAS, the Village entered into a Pipeline Relocation Agreement with Columbia Gas of Ohio, Inc., effective June 10, 2026, under which Columbia Gas agrees to perform the relocation work; and

WHEREAS, pursuant to the Agreement, the Village is responsible for 100% of the direct and indirect costs of the relocation, including an initial deposit of \$10,000 and final costs not to exceed \$15,000 in total; 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 ratify the execution of this Agreement and authorize payment in accordance with its terms.

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

Section 1. The Pipeline Relocation Agreement between the Village of New London and Columbia Gas of Ohio, Inc., effective June 10, 2026, is hereby ratified and approved.

Section 2. The Village Administrator is hereby authorized and directed to take all actions necessary to perform the Village's obligations under the Agreement, including execution of any related documents, such as right-of-way agreements, if required.

Section 3. The Village Finance Director is hereby authorized to issue payment in accordance with the terms of the Agreement, including the initial deposit and any additional amounts due upon completion of the project, consistent with appropriated funds.

Section 4. 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 5. That this Resolution 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 of allowing the timely continuation of the storm sewer project and

avoidance of construction delays, 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 approval by the Mayor, and otherwise it shall take effect at the earliest period allowed by law.

PASSED: _____

Mayor

ATTEST:

Fiscal Officer