AGENDA

November 23, 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 November 9, 2026 Budget Workshop
7. Approval of Minutes from the November 9, 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 2026-24 An Ordinance Authorizing the Village Administrator to Enter into a Contract with the Highest Bidder for the Temporary Agricultural Use of Certain Village Property. Second Reading.
12. Ordinance 2026-25 An Ordinance Authorizing the Village Administrator to Advertise for Bids and Sell Certain Playground Equipment Which is No Longer Needed for Public Purposes, and Declaring an Emergency. Emergency Reading.
13. Ordinance 2026-26 An Ordinance Amending Section 151.07, Entitled "Fire Fighting Facilities Fund," as Enacted by Ordinance No. 86-8, to Expand the Authorized Purposes of the Fund; Requesting Approval from the Auditor of State; and Declaring an Emergency. Emergency Reading.
14. Ordinance 2026-27 An Ordinance Authorizing a Restated Contract with the Board of Trustees of New London Township to Provide Fire Protection Services and Declaring an Emergency. First Reading.
15. Ordinance 2026-28 An Ordinance Authorizing a Restated Contract with the Board of Trustees of Fitchville Township to Provide Fire Protection Services and Declaring an Emergency. First Reading.
16. Old Business
17. New Business
18. Approval of Bills to be paid
    - Schedule A
    - Schedule B
19. 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.

ORDINANCE NO. 2026 - 25

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ADVERTISE FOR BIDS AND SELL CERTAIN PLAYGROUND EQUIPMENT WHICH IS NO LONGER NEEDED FOR PUBLIC PURPOSES, AND DECLARING AN EMERGENCY

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

Section 1. That this Council hereby finds and determines that the playground equipment listed on Exhibit "A," attached hereto and incorporated herein as if fully rewritten, is no longer needed for continuing municipal purposes and has an estimated value of $1,000 or more, and that the same may be sold pursuant to Section 721.15(A) of the Ohio Revised Code, subject to approval by the board or officer having supervision or management of the equipment.

Section 2. The equipment described in Exhibit A shall be offered for sale by sealed bids according to the following procedures, subject to the administration of the Village Administrator:

a. The Village Administrator shall cause notice of the sale to be published once each week for three consecutive weeks in a newspaper of general circulation within the Village. The notice shall identify the equipment and state the deadline and location for receipt of sealed bids and the time and place of bid opening. The Village may also advertise the sale on its website and social media.

b. The Village Administrator shall establish the bid schedule and other pertinent terms, including inspection arrangements, payment requirements, any applicable taxes or fees, and the scope of removal and site restoration. All material terms shall be made available to prospective bidders before bids are submitted. The Village reserves the right to reject any and all bids.

c. Such sale shall expressly be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis, disclaiming all warranties and representations, express or implied, including warranties of merchantability and fitness for a particular purpose, to the fullest extent allowed by law. The purchaser shall pay the full purchase price before commencing removal and shall be solely responsible, at its expense, for dismantling or demolition, removal, hauling, disposal of debris, and required site restoration. All removal and restoration shall be completed no later than February 1, 2027.

The Village Administrator is authorized and directed to award the sale to the highest and best bidder, subject to the right to reject all bids, and to enter into a written purchase and removal agreement approved as to form by the Village Solicitor. The agreement shall require the purchaser to execute a release and to defend, indemnify, and hold harmless the Village and its officers and employees from claims, damages, liabilities, and expenses arising from the purchaser's or its contractors' removal activities, to the fullest extent permitted by law. The bid terms and agreement shall also specify insurance requirements, site access and protection requirements, and remedies for failure to complete removal and restoration by the required deadline. The Village Administrator is authorized to execute such documents and perform such other things as may be necessary to accomplish said disposition.

Section 3. Proceeds from the sale of this equipment shall be credited to the following Fund(s): _____.

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 immediate authorization is necessary to complete the advertisement and sale process and provide sufficient time for safe removal of the existing playground equipment by February 1, 2027, in connection with its replacement; and that, provided it receives the affirmative vote of two-thirds or more of all members elected to Council upon a yea and nay vote, 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

EXHIBIT A
(Specific identification of each item to be sold)

ORDINANCE NO. 2026 - 26

AN ORDINANCE AMENDING SECTION 151.07, ENTITLED "FIRE FIGHTING FACILITIES FUND," AS ENACTED BY ORDINANCE NO. 86-8, TO EXPAND THE AUTHORIZED PURPOSES OF THE FUND; REQUESTING APPROVAL FROM THE AUDITOR OF STATE; AND DECLARING AN EMERGENCY

WHEREAS, Council adopted Ordinance No. 86-8 on March 18, 1986, establishing the Fire Fighting Facilities Fund and authorizing expenditures for the purchase of firefighting equipment or vehicles and substantial repairs to existing equipment and vehicles; and

WHEREAS, Council desires to expand the authorized purposes of the Fund to include wages, employee benefits, utilities, insurance, and other lawful expenses of operating, maintaining, and equipping the Village's fire department; and

WHEREAS, Council desires to authorize use of the existing Fund balance for those expanded purposes to the extent permitted by law, applicable funding restrictions, and approval of the Auditor of State; and

WHEREAS, Section 5705.12 of the Ohio Revised Code authorizes the establishment of special funds with the approval of and in the manner prescribed by the Auditor of State;

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

Section 1. That Section 151.07, entitled "Fire Fighting Facilities Fund," as enacted by Ordinance No. 86-8, is hereby amended to read as follows:

151.07 FIRE FIGHTING FACILITIES FUND.

A. The Fire Fighting Facilities Fund is hereby continued as a separate fund of the Village. The Fund shall receive amounts, exclusive of labor charges, paid to the Village by surrounding townships under contracts for fire protection services, to the extent consistent with those contracts, together with other money that may lawfully be deposited into the Fund. Nothing in this section authorizes the deposit of receipts required by law or binding funding restrictions to be deposited into another fund.

B. The Village Fiscal Officer is hereby authorized and directed to separately maintain and administer the Fund in accordance with law, applicable funding restrictions, and the approval of the Auditor of State.

C. Subject to division D of this section, money in the Fund may be expended for the lawful costs of providing fire protection services and operating, maintaining, and equipping the Village's fire department, including:

1. Salaries, wages, employer retirement contributions, payroll taxes, workers' compensation costs, and other authorized employee benefits;
2. Utilities and insurance attributable to the fire department;
3. Fuel, supplies, training, communications, contractual services, and other fire department operating expenses;
4. The purchase, lease, maintenance, repair, or replacement of firefighting equipment and vehicles; and

5. The acquisition, construction, improvement, maintenance, or repair of fire department buildings and facilities.

All expenditures shall comply with applicable appropriation, fiscal certification, purchasing, and other legal requirements.

D. Council intends that the expanded purposes in division C apply to both future receipts and the unexpended balance held in the Fund when this amendment becomes operative. Before any portion of that existing balance is expended for a purpose not authorized under the prior version of this section, the Fiscal Officer, in consultation with the Village's legal counsel, shall identify the sources of that money and any applicable restrictions and obtain written confirmation from the Auditor of State that its approval encompasses use of that portion of the existing balance for the expanded purposes.

Money subject to a restriction imposed by law, contract, grant, donation, or other binding instrument shall remain subject to that restriction unless lawfully modified or released. Any portion of the existing balance unavailable for the expanded purposes shall be separately accounted for and used only for its authorized purposes. This section does not authorize an interfund transfer or dispense with any approval required for such a transfer.

E. The expanded purposes authorized by this section shall become operative only after this Ordinance is effective and the Auditor of State has approved the change as required by Section 5705.12 of the Ohio Revised Code. Until then, expenditures from the Fund shall remain limited to the purposes authorized under the prior version of this section.

Section 2. That Council hereby requests approval from the Auditor of State of the expanded purposes of the Fire Fighting Facilities Fund, including application of those purposes to the existing balance to the extent legally permissible. The Village Fiscal Officer is hereby authorized and directed to submit a certified copy of this Ordinance, the required fund approval request, and supporting records to the Auditor of State and to retain the resulting approval with the Village's permanent Fund records.

Section 3. That the prior version of Section 151.07 shall remain operative until the amended section becomes operative under division E. Upon that occurrence, the prior version is repealed and replaced by Section 151.07 as set forth herein.

Section 4. 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 5. 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 promptly obtain Auditor of State approval of the expanded Fund purposes so that legally available funds may be used to maintain uninterrupted fire protection services for the 2027 calendar year, 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. 2026-27

AN ORDINANCE AUTHORIZING A RESTATED CONTRACT WITH THE BOARD OF TRUSTEES OF NEW LONDON TOWNSHIP TO PROVIDE FIRE PROTECTION SERVICES AND DECLARING AN EMERGENCY

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

Section 1. That the Mayor of the Village of New London is hereby authorized and directed to enter into a contract, in substantial conformity with Exhibit "A" attached hereto and incorporated herein by reference, with the Board of Trustees of New London Township, Huron County, Ohio, to provide fire protection services to the Township.

Section 2. 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 to authorize and implement the contract before January 1, 2027, so that the revised service and compensation terms are in place beginning January 1, 2027; provided it receives the affirmative 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; otherwise, it shall take effect at the earliest period allowed by law.

PASSED:_____ _____
Mayor

ATTEST:_____

_____
Fiscal Officer

EXHIBIT "A"

RESTATED
NEW LONDON TOWNSHIP FIRE CONTRACT

This Agreement is made and entered into as of January 1, 2027, by and between the Village of New London, Huron County, Ohio ("Village") and the Board of Trustees of New London Township, Huron County, Ohio ("Township"), and witnesses:

In consideration of the mutual terms, promises, and conditions set forth below, the Village and Township agree as follows.

1. Beginning on and after January 1, 2027, the Village agrees to provide fire protection services within the territory of the Township, including fire-fighting facilities and equipment and available personnel, upon call and subject to the conditions stated in this Agreement. Upon receiving a request for assistance from the Township, the Village agrees to dispatch fire trucks, equipment, and available firefighters to combat any fire, conflagration, or disaster for which fire-protection services are indicated or deemed necessary, subject to the provisions and limitations of this Agreement.

2. The fees for services provided by the Village to the Township shall be as follows:

   (a) The annual fee for services under this Agreement for 2027 is as follows:

   2027 $18,100.00

   (b) The annual fee shall be paid in two equal semiannual installments of $9,050.00 each, due January 1 and July 1, 2027.

   (c) In addition to the annual fee, usage fees shall be charged as follows:

I. FOR EACH FIRE CALL

The Base Hourly Rate for the first hour and the Secondary Rate for each additional one-half hour thereafter, computed from the time the fire apparatus leaves the Village fire station until it returns. For purposes of this Agreement, the initial rates are as follows:

Base Hourly Rate $960.00

Secondary Rate $255.00

Notwithstanding the foregoing, whenever the minimum wage rate legally required under state or federal law changes during the term of this Agreement, the rates set forth above shall be increased by the same percentage as the minimum wage rate has changed; provided, however, that no rate increase resulting from a single governmental rate increase shall exceed ten percent (10%).

II. FOR INJURY, ACCIDENT, OR SERVICE CALLS

The Base Hourly Rate for the first hour and the Secondary Rate for each additional one-half hour thereafter, computed from the time the fire apparatus leaves the Village fire station until it returns. For purposes of this contract, the initial rates shall be as follows:

Base Hourly Rate $445.00

Secondary Rate $190.00

III. HAZARDOUS MATERIALS SPILL INCIDENTS

The Base Hourly Truck Rate per truck and the Base Hourly Rate for each man-hour of work shall be computed from the time the fire apparatus leaves the Village fire station until it returns.

For purposes of this contract, the Base Hourly Truck Rate shall be as follows:

2027 $168.50

For purposes of this Agreement, the initial Base Hourly Rate for each man-hour shall be $19.25. Notwithstanding the foregoing, whenever the minimum wage rate legally required under state or federal law changes during the term of this Agreement, the Base Hourly Rate shall be increased by the same percentage as the minimum wage rate has changed; provided, however, that no rate increase resulting from a single governmental rate increase shall exceed ten percent (10%).

The parties agree that a hazardous materials spill incident ("HMSI") shall be treated differently from other emergencies because of the special materials and handling equipment required and because such incidents are usually caused by nonresidents. For an HMSI, the Village may either:

(a) Bill the Township in the same manner as for other emergencies; or

(b) Bill the party responsible for the spill directly.

If the Village bills the responsible party and is unable to collect payment within a reasonable time after making reasonable collection efforts, the Village may then bill the Township. Any amount later collected from the responsible party shall first be paid to the Township to the extent the Township has already paid the Village for the incident.

IV. CARBON MONOXIDE CALLS

These shall be billed at $65.00 each.

3. It is mutually agreed between the parties that the Village shall have first preference in the matter of services of said fire trucks, firefighters, and equipment, but that the Village shall make diligent effort to provide the service of said fire trucks, firefighters, and equipment to the Township whenever called and at all times when said services are not required by the Village. It is further mutually understood that, in the event the services of said fire trucks, firefighters, and equipment are simultaneously required by two or more political subdivisions outside the corporate limits of the Village with which the Village has contracted to furnish fire protection facilities, the first call in point of time, or the call which in the judgment of the Chief of the

Fire Department of the Village shall be most urgent, shall have preference and the Village shall in no way be responsible or liable for failure to respond to the secondary or less critical call.

4. It is further mutually agreed that the Village will maintain adequate insurance of fire, liability and other incidental coverage including liability on the personnel attending a fire within the limits of the Township; and such policies shall provide that, as between the Township and the Village, it is agreed that the Township shall have no liability or responsibility for the acts of the Village as represented by the fire truck, equipment, and firefighters responding to a call. It is understood and agreed that all fire personnel and equipment responding to a call in the Township shall, at all times, be and remain under the direction and control of the Village Fire Chief or his designee.

5. It is mutually agreed by and between the Village and the Township that the policing of fire after they are under control shall be the sole responsibility of the Township, and the oral notice by the Chief of the Village of New London Fire Department to any member of the government of the Township shall relieve the Village of further responsibility, unless the fire should break out anew and another call is placed to recall the Fire Department of the Village of New London.

6. This Agreement supersedes and replaces the agreement for the 2024 through 2026 calendar years, dated January 1, 2024. This Agreement shall remain in full force and effect through December 31, 2027. Thereafter, it shall automatically renew for successive one-calendar-year terms on the same terms and conditions unless either party gives written notice to the other, on or before November 20, 2027, that it elects not to renew for the following calendar year.

7. If the Township fails to pay any charge due under this Agreement within thirty (30) days after receipt of an invoice, the Village may terminate this Agreement upon ten (10) days' written notice to the Township.

In witness whereof, the said Village of New London, and the Township of New London, Ohio have executed and entered into this Agreement.

Village of New London

_____ _____

Mayor Date

Trustees of Township of New London

BY: _____ Date: _____

BY: _____ Date: _____

BY: _____ Date: _____

ORDINANCE NO. 2026-28

AN ORDINANCE AUTHORIZING A RESTATED CONTRACT WITH THE BOARD OF TRUSTEES OF FITCHVILLE TOWNSHIP TO PROVIDE FIRE PROTECTION SERVICES AND DECLARING AN EMERGENCY

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

Section 1. That the Mayor of the Village of New London is hereby authorized and directed to enter into a contract, in substantial conformity with Exhibit "A" attached hereto and incorporated herein by reference, with the Board of Trustees of Fitchville Township, Huron County, Ohio, to provide fire protection services to the Township.

Section 2. 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 to authorize and implement the contract before January 1, 2027, so that the revised service and compensation terms are in place beginning January 1, 2027; provided it receives the affirmative 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; otherwise, it shall take effect at the earliest period allowed by law.

PASSED:_____

_____
Mayor

ATTEST:_____

_____
Fiscal Officer

EXHIBIT "A"

RESTATED
NEW LONDON TOWNSHIP FIRE CONTRACT

This Agreement is made and entered into as of January 1, 2027, by and between the Village of New London, Huron County, Ohio ("Village") and the Board of Trustees of Fitchville Township, Huron County, Ohio ("Township"), and witnesses:

In consideration of the mutual terms, promises, and conditions set forth below, the Village and Township agree as follows.

1. Beginning on and after January 1, 2027, the Village agrees to provide fire protection services within the territory of the Township, including fire-fighting facilities and equipment and available personnel, upon call and subject to the conditions stated in this Agreement. Upon receiving a request for assistance from the Township, the Village agrees to dispatch fire trucks, equipment, and available firefighters to combat any fire, conflagration, or disaster for which fire-protection services are indicated or deemed necessary, subject to the provisions and limitations of this Agreement.

2. The fees for services provided by the Village to the Township shall be as follows:

   (a) The annual fee for services under this Agreement for 2027 is as follows:

   2027 $18,100.00

   (b) The annual fee shall be paid in two equal semiannual installments of $9,050.00 each, due January 1 and July 1, 2027.

   (c) In addition to the annual fee, usage fees shall be charged as follows:

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Base Hourly Rate $960.00

Secondary Rate $255.00

Notwithstanding the foregoing, whenever the minimum wage rate legally required under state or federal law changes during the term of this Agreement, the rates set forth above shall be increased by the same percentage as the minimum wage rate has changed; provided, however, that no rate increase resulting from a single governmental rate increase shall exceed ten percent (10%).

II. FOR INJURY, ACCIDENT, OR SERVICE CALLS

The Base Hourly Rate for the first hour and the Secondary Rate for each additional one-half hour thereafter, computed from the time the fire apparatus leaves the Village fire station until it returns. For purposes of this contract, the initial rates shall be as follows:

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The parties agree that a hazardous materials spill incident ("HMSI") shall be treated differently from other emergencies because of the special materials and handling equipment required and because such incidents are usually caused by nonresidents. For an HMSI, the Village may either:

(a) Bill the Township in the same manner as for other emergencies; or

(b) Bill the party responsible for the spill directly.

If the Village bills the responsible party and is unable to collect payment within a reasonable time after making reasonable collection efforts, the Village may then bill the Township. Any amount later collected from the responsible party shall first be paid to the Township to the extent the Township has already paid the Village for the incident.

IV. CARBON MONOXIDE CALLS

These shall be billed at $65.00 each.

3. It is mutually agreed between the parties that the Village shall have first preference in the matter of services of said fire trucks, firefighters, and equipment, but that the Village shall make diligent effort to provide the service of said fire trucks, firefighters, and equipment to the Township whenever called and at all times when said services are not required by the Village. It is further mutually understood that, in the event the services of said fire trucks, firefighters, and equipment are simultaneously required by two or more political subdivisions outside the corporate limits of the Village with which the Village has contracted to furnish fire protection facilities, the first call in point of time, or the call which in the judgment of the Chief of the

Fire Department of the Village shall be most urgent, shall have preference and the Village shall in no way be responsible or liable for failure to respond to the secondary or less critical call.

4. It is further mutually agreed that the Village will maintain adequate insurance of fire, liability and other incidental coverage including liability on the personnel attending a fire within the limits of the Township; and such policies shall provide that, as between the Township and the Village, it is agreed that the Township shall have no liability or responsibility for the acts of the Village as represented by the fire truck, equipment, and firefighters responding to a call. It is understood and agreed that all fire personnel and equipment responding to a call in the Township shall, at all times, be and remain under the direction and control of the Village Fire Chief or his designee.

5. It is mutually agreed by and between the Village and the Township that the policing of fire after they are under control shall be the sole responsibility of the Township, and the oral notice by the Chief of the Village of New London Fire Department to any member of the government of the Township shall relieve the Village of further responsibility, unless the fire should break out anew and another call is placed to recall the Fire Department of the Village of New London.

6. This Agreement supersedes and replaces the agreement for the 2024 through 2026 calendar years, dated January 1, 2024. This Agreement shall remain in full force and effect through December 31, 2027. Thereafter, it shall automatically renew for successive one-calendar-year terms on the same terms and conditions unless either party gives written notice to the other, on or before November 20, 2027, that it elects not to renew for the following calendar year.

7. If the Township fails to pay any charge due under this Agreement within thirty (30) days after receipt of an invoice, the Village may terminate this Agreement upon ten (10) days' written notice to the Township.

In witness whereof, the said Village of New London, and the Township of New London, Ohio have executed and entered into this Agreement.

Village of New London

_____ _____

Mayor Date

Trustees of Township of New London

BY: _____ Date: _____

BY: _____ Date: _____

BY: _____ Date: _____