NEW ALBANY
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RESOLUTION R-48-2026

A RESOLUTION TO APPROVE THE CONTINUED OPERATION OF A DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) FOR THE NEW ALBANY VILLAGE CENTER

WHEREAS, the City of New Albany established a Designated Outdoor Refreshment Area ("DORA") via Resolution R-53-2026 adopted on November 16, 2021; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Section 4301.82(I)(1), five (5) years after the date of creation of an outdoor refreshment area and every five (5) years thereafter, the legislative authority of the municipal corporation shall review the operation area and shall either approve the continued operation of the area or dissolve the area; and

WHEREAS, council finds that the DORA has operated in a manner consistent with its intended purposes and has furthered council's objective of enhancing economic activity and bringing more people together to enjoy the Village Center; and

WHEREAS, the city has provided public notice of its proposed action consistent with O.R.C. 4301.82(I)(1); and

WHEREAS, city council wishes to continue the DORA under the established regulations adopted as part of Resolution R-53-2021 and affirmed herein.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. Council hereby authorizes the continuance of the Designated Outdoor Refreshment Area for the New Albany Village Center upon the regulations set forth in Exhibit A attached hereto and made a part hereof.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

Section 3. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 3 day of Nov, 2026.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared:	10/13/2026
Introduced:	11/03/2026
Revised:	
Adopted:	11/03/2026
Effective:	11/03/2026

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Exhibit A - R-48-2026

Application to the Council of the City of New Albany, Ohio for the establishment of a Designated Outdoor Refreshment Area, with specific boundaries, in the Village Center area.

Submitted: October 6, 2021

Introduction

The City Manager of New Albany, Ohio respectfully submits the following application to the City Council of New Albany, Ohio to approve and establish a Designated Outdoor Refreshment Area (DORA), pursuant to Ohio Revised Code (ORC) 4301.82. The proposed application meets all the state requirements.

A DORA is an area where the open carry restrictions do not apply at particular hours, and adults are permitted to possess and consume alcohol in public, with certain restrictions. DORAs have already been established in several cities in central Ohio. The purpose of New Albany's DORA would be to promote economic development of the Village Center by creating an exciting destination that will increase the number of customers for local businesses and to support residents' desire for more retail and restaurant opportunities in the community.

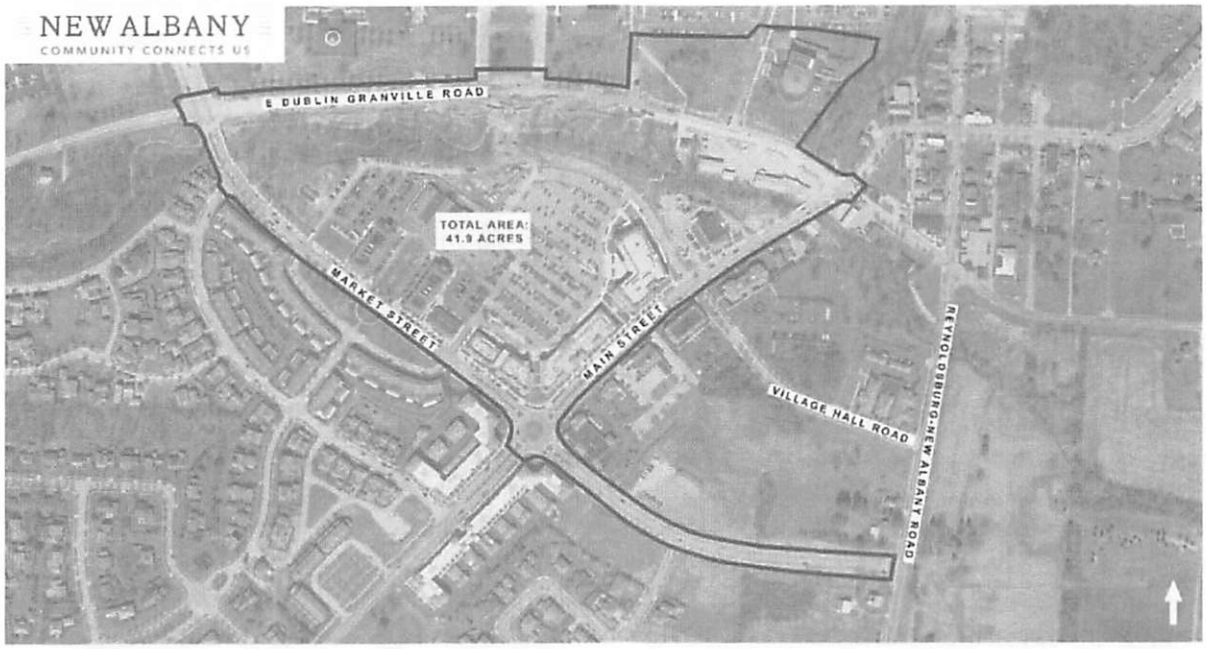
Section 1 – Boundaries

Pursuant to ORC 4301.82(B)(1)(a) and F(1)(a), the boundaries of the DORA are depicted on the map on the next page. The specific boundaries of the DORA, including street addresses are shown below. This proposed DORA is approximately 41.9 acres, and the limit for a DORA boundary in a city with less than 35,000 residents is one hundred and fifty contiguous acres.

Street Name	Range	Even/Odd
W. Granville St	100-170	Even
W. Granville St	65-501	Odd
E. Dublin Granville Rd	6401-6601	Odd
W. Main St	60-250	Even
Market St	120-310	Even

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DORA Boundaries Map



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Section 2 – Nature and Types of Establishments Located within the Proposed DORA

Pursuant to ORC 4301.82(B)(2), the nature and types of establishments located within the DORA are as follows:

The DORA encompasses portions of the New Albany Village Center, including portions of the Market Square Development, Rose Run Park and the City's Arts District. Within the DORA, the majority of the buildings have retail and restaurants on their first floor. The floors above are primarily comprised of office space. The McCoy Performing Arts Center and the Hinson Amphitheater are performing arts spaces located with the boundary. There is also undeveloped land within the DORA boundary that is expected to be developed with a mix of uses. There are no residential uses within the DORA boundary.

Examples of the establishments located in the DORA:

Name	Type	Address
Starbucks	Restaurant	220 Market St
Whit's Frozen Custard	Restaurant	220 Market St, Suite B,
Rusty Bucket	Restaurant	180 Market St, Suite A
Mellow Mushroom	Restaurant	260 Market St, Suite A
Fox in the Snow	Restaurant	160 W Main St, Suite G
Hudson 29	Restaurant	260 Market St, Suite D
BrewDog	Restaurant	97 E Dublin Granville Rd
Tailfeathers Boutique & Three French Hens	Retail	220 Market St, Suite E
Hayley Gallery	Retail – Art	260 Market St, Suite B
PetPeople	Retail	160 W Main St, Suite C
Columbus OBGYN	Health Services	160 W Main St, Suite 220
Philip Heit Center for Healthy New Albany	Health Services, Health/Fitness Facility	150 W Main St
Columbus Metropolitan Library: New Albany Branch	Institutional	200 Market St

Section 3 – Qualified Permit Holders

Pursuant to ORC 4301.82(B)(3), the DORA will encompass not fewer than four qualified permit holders as defined by ORC 4301.82(A), which are identified in the chart below. As new establishments receive a permit in the DORA area, they will be added.

Permit Number	Permit Name	DBA	Address
09124150030	BrewDog	Restaurant	97 E Dublin Granville Rd
11924580015	Rusty Bucket	Restaurant	180 Market St, Suite A
98757080020	Mellow Mushroom	Restaurant	260 Market St, Suite A
12046700145	Hudson 29	Restaurant	260 Market St, Suite D

Section 4 – Master Zoning Plan for Area

Pursuant to ORC 4301.82(B)(4), the uses of land within the DORA are in accord with the master zoning map of the City of New Albany and the parcels are zoned as follows:

- UC (Urban Center), I-PUD (Infill Planned Development) and C-PUD (Comprehensive Planned Development).

Eating and drinking establishments that serve alcohol are permitted uses in all the above zoning districts except in the UC Park and UC Campus Subdistricts. The proposed DORA is located within an area of the city that supports mixed uses such as entertainment, performing arts, dining, retail, office, residential and parkland and will serve to complement the uses within this area.

Section 5 – Proposed Requirement for the Purpose of Ensuring Public Health and Safety

Section 5.1 – Safety Plan

Pursuant to ORC 4301.82(B)(5) and (F)(1)(d), a Safety Plan has been developed to ensure public safety within the DORA. The New Albany Police Department is committed to working with the community and the businesses within the DORA to preserve and maintain the safety and security of all who visit and work within. The New Albany Police Department has multiple resources which can be utilized to maintain public safety within the DORA.

The Public Safety Plan includes:

- Uniformed officers will patrol the DORA as part of their regular patrol responsibilities.

- The department will ensure extra police patrols to include cruiser, foot, and bike officers during the DORA's hours of operation.

- In the event of an above average number of people within the area, the on-duty supervisor or officer in charge will assign an officer(s) to be stationed within the DORA.

- The chief of police or his/her designee may assign additional officers or request mutual aid to provide law enforcement services to the DORA during scheduled special events.

- The city may require special event organizers to provide additional security by hiring off-duty police officers, reimbursing the city for overtime, or hiring private security to be present during the event.

- During the first six months of the DORA, the chief of police and the department's command staff will review the Safety Plan monthly during its regularly scheduled staff meeting. If needed, the Safety Plan will be modified.

The chief of police has determined that the Safety Plan referenced above is sufficient to maintain public safety within the DORA and can be implemented with the existing personnel of the New Albany Police Department.

Section 5.1.1 – Additional Rules and Requirements

Pursuant to ORC § 4301.82(B)(5), and in conjunction with other rules, standards and requirements set forth in this application, additional rules and requirements for the purpose of ensuring public safety and health within the DORA are as follows:

- A person may have possession of an open container of beer, wine, or intoxicating liquor outdoors within the DORA if such alcoholic beverage was purchased from a qualified permit holder to which both of the following apply:
    - The permit holder's premises is located within the DORA; and
    - The permit holders permit has an outdoor refreshment area designation.

- No Person shall do any of the following:
    - Enter the premises of an establishment of a qualified permit holder within the DORA
        - while possessing an open container of beer, wine, or intoxicating liquor acquired elsewhere, or

- Possess an open container of beer, wine, or intoxicating liquor while being in or on a motor vehicle within the DORA, unless the possession is otherwise authorized under division (D) or (E) of ORC § 4301.62.

Section 5.1.2 – Sanitation Plan

Pursuant to ORC § 4301.82 (B)(5), (F)(1)(e), and (F)(1)(f), a Sanitation Plan has been developed that will help maintain the appearance and public health of the area within the DORA.

There are currently sufficient permanent trash receptacles located within the proposed DORA. The trash receptacles will be serviced by the city or its designee on a regular schedule. City staff will monitor the receptacles and coordinate additional collections, if needed.

Trash receptacles may be moved, and additional trash receptacles may be added within the DORA at the discretion of the city manager or designee. Upon approval of the city manager or designee, additional receptacles may be added by the city or any permit holder, and the servicing of such receptacles shall remain the responsibility of the installing entity.

Temporary receptacles will be placed at various locations throughout the DORA during special events depending on the size of the event and the attendance expected. The purchase, installation, maintenance and removal of temporary trash receptacles will be the responsibility of the event organizers.

Additionally, each participating establishment will be required to provide and maintain adequate trash receptacles at the entryways of their respective businesses and/or patio areas.

The city manager or designee shall evaluate the need and frequency of street sweeping and the servicing of trash receptacles, and, if needed or advisable, implement changes or modifications to the Sanitation Plan during the existence of the DORA.

The city manager has determined that the Sanitation Plan described herein is sufficient to help maintain the appearance and public health within the DORA. This Sanitation Plan can be carried out utilizing existing city personnel.

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Section 6 – Additional Information

Section 6.1 – Signage

Pursuant to ORC § 4301.82 (F)(1)(b), there will be approximately 40 signs designating the DORA boundaries. The signs will be mounted and located at all street intersections along the DORA boundaries.

Section 6.2 – Hours of Operation & Events
Pursuant to ORC § 4301.82 (F)(1)(c), the hours of operation for the DORA will be:

- Thursday–Saturday 5 p.m. – 10 p.m., unless otherwise approved by the city manager or designee.
- These hours/days can be changed by City Council at any time.

The city requires that each Community Event held within the DORA receives a permit through the office of the city manager. Permit requirements may differ between events depending on their size, layout, use of public right-of-way, and program. However, each event will be reviewed to ensure that adequate sanitation, signage, and public safety requirements are established. The necessity of portable restrooms, ADA accessibility, pedestrian mobility, public safety access, crowd control, DORA boundary management, and trash management will be addressed. Should an event include the sale of alcohol within the DORA Boundaries, such requests will require Council approval and require an F class license from the Ohio Department of Liquor control.

Submitted by: Joseph F. Stefanov
Joseph F. Stefanov, City Manager

Oct 6, 2021
Date

NEW ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-49-2026

A RESOLUTION THAT THE CITY OF NEW ALBANY WILL PICK UP A PORTION OF THE STATUTORILY REQUIRED CONTRIBUTION TO THE OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM IN ACCORDANCE WITH THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER AND PURSUANT TO IRC SECTION 414(h)(2)

WHEREAS, pursuant to federal and Ohio laws, the City of New Albany may offset future salary increases and "pick up" (assume and pay) the contributions statutorily required by such elected officials and covered employees to the Ohio Public Employees Retirement System (OPERS) and such individuals will not be required to pay federal and state income taxes on such contributions;

WHEREAS, council adopted Resolution R-47-2026 on October 20, authorizing the mayor to execute all necessary and related contracts for appointment of a new city manager, which included the City of New Albany's intention to pick up and pay a portion of the city manager's contribution to OPERS as a fringe benefit; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. Effective November 15th, 2026, a portion of the statutorily required employee contributions to OPERS shall be picked up and paid as a fringe benefit by the City of New Albany in an amount equivalent to five percent (5%) for each person within any of the classes established in Section 2 herein. The pick up shall be an offset against future salary increases. This "pick up" by the City of New Albany shall be designated as public employee contributions and shall be in lieu of contributions to OPERS by each person within any of the classes established in Section 2 herein. No person subject to this "pick up" shall have the option of choosing to receive the statutorily required contribution to OPERS directly instead of having it "picked up" by the City of New Albany or of being excluded from the "pick up". The City of New Albany shall, in reporting and making remittance to OPERS, report that the public employees' contribution for each person subject to this "pick up" has been made as provided by the statute. Therefore, although designated as employee contributions, the employer pays them, and employees do not have the option to receive the contributions directly. All contributions are paid by the employer directly to the plan.

Section 2. The "pick up" by the City of New Albany provided by this resolution shall apply to the city manager of the City of New Albany who is or becomes a contributing member of OPERS.

Section 3. Under the fringe-benefit method of employer pick-up, salary is not modified; however, the employer will pay a portion of the employee's statutorily required contribution equal to five percent (5%) of the employee's annual salary to OPERS. The employee is responsible for the

remaining required contribution of five percent (5%), which will be administered as pre-tax under the existing salary reduction pick-up plan, consistent with Ordinance No. 023-94 adopted in 1994.

Section 4. The director of finance is hereby authorized and directed to implement the provisions of this resolution to institute the "pick up" of a portion of the statutorily required contributions to OPERS for those persons reflected in Section 2 herein so as to enable them to have a portion of their employee contributions paid by their employer.

Section 5. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

Section 6. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon passage.

CERTIFIED AS ADOPTED this 03 **day of** Nov **, 2026.**

Attest:

Sloan T. Spalding,
Mayor

Jennifer H. Mason,
Clerk of Council

Approved as to form:

Benjamin S. Albrecht,
Law Director

Legislation dates:	
Prepared:	10/22/2026
Introduced:	11/03/2026
Revised:	
Adopted:	11/03/2026
Effective:	11/03/2026

NEW ALBANY
COMMUNITY CONNECTS US

RESOLUTION R-50-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MONROE TOWNSHIP AND THE CITY OF JOHNSTOWN FOR SNOW AND ICE REMOVAL AND CONTROL AT AND ADJACENT TO THE INTERSECTION OF MINK STREET AND GREEN CHAPEL ROAD

WHEREAS, the City of New Albany has been making certain road and public infrastructure improvements in and around the Intel site at the southwest corner of Mink Street and Green Chapel Road and has entered various agreements with Licking County, Monroe Township, Jersey Township and the City of Johnstown for certain road and public infrastructure improvements, annexations, boundary adjustments, the intergovernmental conveyance of property as well as numerous road maintenance agreements; all to provide for the collaboration and cooperation of the local governments in the establishment, management and maintenance of public roads and public infrastructure necessary to serve a quickly developing area; and

WHEREAS, the newly constructed roundabout and the adjoining portions of Mink Street and Green Chapel Road at their intersection is located at the convergence of the City of New Albany, City of Johnstown, Monroe Township and Jersey Township and has been completed; and

WHEREAS, the City of New Albany, City of Johnstown, and Monroe Township desire to enter into an agreement to manage snow and ice removal and control at the convergence of their boundaries in and adjacent to the intersection of Mink Street and Green Chapel Road and their extensions from the roundabout; and

WHEREAS, Ohio Revised Code Sections 5535.08, 5535.15, 5535.16, and 505.90 authorize agreements between municipal corporations and townships to jointly provide for township and municipal roads and their snow and ice removal and control; and

WHEREAS, the City wishes to enter into the attached Multi-Jurisdictional Agreement for Snow and Ice Removal and Control at the Intersection of Mink Street and Green Chapel Road with the City of Johnstown and Monroe Township.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of New Albany, Counties of Franklin, and Licking, State of Ohio, that:

Section 1. The city manager is hereby authorized and directed to sign the Multi-Jurisdictional Agreement for Snow and Ice Removal and Control at the Intersection of Mink Street and Green Chapel Road attached as Exhibit A (or an agreement substantially similar in its effect as that which is attached hereto as Exhibit A) with the City of Johnstown and Monroe Township. The attached

Agreement shall supersede any and all conflicting current agreements between the parties for the intersection of Mink Street and Green Chapel Road that were authorized by council.

Section 2. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 03 **day of** Nov **, 2026.**

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	10/23/2026
Introduced:	11/03/2026
Revised:	
Adopted:	11/03/2026
Effective:	11/03/2026

MULTI-JURISDICTIONAL AGREEMENT FOR SNOW AND ICE REMOVAL AND CONTROL IN AND ADJACENT TO THE INTERSECTION OF MINK STREET AND GREEN CHAPEL ROAD

THIS AGREEMENT ("Agreement") for snow and ice removal and control is made and entered into on this ____ day of_____, 202___, by and between the City of New Albany, Ohio, an Ohio municipal corporation ("New Albany"), the City of Johnstown Ohio, an Ohio municipal corporation, ("Johnstown") and Monroe Township, a political subdivision of the State of Ohio ("Monroe"). New Albany, Johnstown, and Monroe are referred to individually herein as "Party" and collectively as "Parties."

BACKGROUND

A. New Albany has been making certain road and public infrastructure improvements in and around the Intel site at the southwest corner of Mink Street and Green Chapel Road and has entered into various agreements with Licking County, Monroe Township, Jersey Township and the City of Johnstown for certain road and public infrastructure improvements, annexations, boundary adjustments, the intergovernmental conveyance of property as well as numerous historic road maintenance agreements, all to provide for the collaboration and cooperation of the local governments in the establishment, management and maintenance of public roads and public infrastructure necessary to serve the existing and a quickly developing area.

B. New Albany has constructed a roundabout and improved the intersection and adjoining portions of Mink Street and Green Chapel Road, which are located at the convergence of four political subdivisions in Licking County, including the City of New Albany, City of Johnstown, Monroe Township and Jersey Township.

C. New Albany, Johnstown, and Monroe desire to enter into an agreement to manage snow and ice removal and control at the convergence of their boundaries within and adjacent to the intersection of Mink Street and Green Chapel Road, including the roundabout and the extensions of Mink Street and Green Chapel Road from the roundabout.

NOW THEREFORE, in consideration of the preceding Background and the terms and conditions hereinafter stated, the Parties agree as follows:

SECTION 1: AUTHORITY

1.1 Ohio Revised Code Section 5535.08 permits political subdivisions to enter into agreements with other political subdivisions to obtain or provide road or street maintenance services, among other roadworks.

1.2 Ohio Revised Code Section 5535.15 grants authority to a board of county commissioners, board of township trustees, or municipal legislative authority to maintain, repair, construct, or reconstruct a road under the control of another public entity.

1.3 Ohio Revised Code Section 5535.16 permits a political subdivision to provide snow and ice removal on the roads under the control of the state or any political subdivision.

1.4 Ohio Revised Code Section 505.90 authorizes a board of township trustees and the legislative authority of one or more municipal corporations to enter into a joint agreement for the maintenance, repair, and improvement of township and municipal roads.

SECTION 2: PURPOSE

2.1 Portions of Mink Street are or upon annexation will become a city street located in New Albany or Johnstown. Green Chapel Road west of its intersection with Mink Street is or upon annexation will be in New Albany. Green Chapel Road east of its intersection and extension from Mink Street will remain an unincorporated township road located in Monroe and Jersey Townships. This Agreement shall set forth the responsibility of New Albany, Johnstown and Monroe for snow and ice removal and control at the intersection of Mink Street and Green Road, including the roundabout and the extensions of Mink Street and Green Chapel Road from the roundabout.

SECTION 3: RESPONSIBILITY OF EACH PARTY

3.1 A color coded map identifying the location of the responsibility of snow and ice removal and control of New Albany, Johnstown and Monroe is attached. As shown on the map:

3.1.1 New Albany shall be responsible for snow and ice removal and control on Mink Street south of the roundabout, Green Chapel Road west of the roundabout and the roundabout flares and their entry and exit locations as well as the central island of the entire roundabout as shown;

3.1.2 Johnstown shall be responsible for Mink Street north of the roundabout and the roundabout flares and entry and exit locations to and from north Mink Street; and

3.1.3 Monroe shall be responsible for Green Chapel Road east of the roundabout and the roundabout flares and entry and exit locations to and from east Green Chapel Road.

3.2 Nothing in this Agreement shall relieve any Party from their responsibility for road maintenance and improvements of all other portions of the right-of-way of Mink Street and Green Chapel Road located within their respective jurisdictions.

3.3 Nothing in this Agreement shall be construed as to alter the reported inventory mileage of Mink Street or Green Chapel road to other agencies; require the sharing and use of the facilities, equipment, and materials of any party; require the sharing or payment of the costs of snow and ice removal and control by the parties associated with their obligations under this Agreement or any other compensation or cost sharing among the Parties.

SECTION 4: TERM

This Agreement shall become effective on the date last approved and executed by any party and shall remain effective until terminated as permitted and provided in this Agreement.

SECTION 5: TERMINATION OF AGREEMENT

5.1 Termination. For the benefit of both Parties and the convenience and welfare of the public, this Agreement shall not be terminated or suspended except that when acting for good cause, any Party may unilaterally terminate or suspend this Agreement upon serving proper notice with the other Parties at least one year in advance of the effective date of termination, stating the intention of the Party to suspend or terminate the Agreement for good cause.

5.2 Notice. Any notice to be given pursuant to this Agreement must be in writing and may be served (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the Party to be notified, postage prepaid, (ii) by delivering the same in person to such party, or (iii) by e-mail with a confirmation receipt. Notice given in accordance with (i) above shall be effective when mailed. Notice given in accordance with (ii) above shall be effective upon receipt at the address of the addressee or upon refusal to accept delivery (such refusal being evidenced by advice from the courier company or individual used to make delivery). Notice given in accordance with (iii) above shall be effective if the sending Party has not received e-mail notification of failure of delivery within 12 hours of sending the original e-mailed notice. For purposes of notice, the addresses of the parties shall be as set forth below unless otherwise instructed in a written notice delivered to all Parties:

If to New Albany:
City of New Albany
Attn: Joseph Stefanov, City Manager
99 W. Main Street
New Albany, Ohio 43054
jstefanov@newalbanyohio.org

with a copy to:
Benjamin Albrecht
Fishel Downey Albrecht & Riepenhoff LLP
7775 Walton Parkway, Suite 200
New Albany, Ohio 43054
balbrecht@fisheldownev.com

If to Johnstown:
City of Johnstown
Terry Emery, City Manager
599 S. Main Street
Johnstown, Ohio 43031
Terry.emery@johnstownohio.org

with a copy to:
Yazan Ashrawi
FBT Gibbons LLP
10 W. Broad Street, Suite 2300
Columbus, Ohio 43215
vashwari@fbtgibbons.com

If to Monroe Township:
Woody Fox, Township Administrator
9444 Woodhaven Road
Johnstown, Ohio 43031
administrator@monroetownship.org

With a copy to:
Jenny Wells
Licking County Prosecutor
20 S. Second Street
Newark, Ohio 43055
jwells@LickingCounty.gov

SECTION 6: MISCELLANEOUS TERMS AND CONDITIONS

6.1 Entire Agreement: This Agreement, and any documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties, except as provided in Section 5 of this Agreement.

6.2 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Licking County, Ohio.

6.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by all Parties and no purposes of interpretation shall be made to the contrary.

6.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

6.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

IN EXECUTION WHEREOF, the Parties have caused this Agreement to be executed in their names by their respective duly authorized representatives on the date first written above.

CITY OF NEW ALBANY:

_____
Joseph Stefanov
New Albany City Manager

DATE: _____

APPROVED AS TO FORM:

_____
Benjamin S. Albrecht, Law Director

CITY OF JOHNSTOWN:

_____
Terry Emery
Johnstown City Manager

DATE: _____

APPROVED AS TO FORM:

_____
Yazan S. Ashrawi, City Law Director

MONROE TOWNSHIP:

_____
Mike Sileargy
Monroe Township Trustee

_____
Troy Hendren
Monroe Township Trustee

_____
Joseph M. Robertson
Monroe Township Trustee

APPROVED AS TO FORM:

_____
Licking County Prosecutor's Office

SNOW MAINTENANCE EXHIBIT



100 0 100 200

GRAPHIC SCALE (in feet)

Monroe Township Snow Maintenance

City of Johnstown Snow Maintenance

City of New Albany Snow Maintenance

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

Date:	October, 2026
Scale:	1" = 100'
Job No:	2022-0233
Sheet:	1 of 1

REVISIONS

MARK	DATE	DESCRIPTION

J:\2022\0233\Dwg\04Sheets\Exhibits\2026-10-22 Mink St Snow Maintenance Exhibit.dwg plotted by Balzano, Jared on 10/22/2026 11:39:33 AM last saved by jbalzano on 10/22/2026 11:39:14 AM

Mink Street (Beaver Run-Green Chapel) / 2026-10-22 Mink St Snow Maintenance Exhibit