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ORDINANCE NO. 60-2026

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 17-2026 TO INCLUDE AN EXTRAORDINARY MATTER INVOLVING CRESCENT DUNE TO BE EFFECTIVE RETROACTIVELY TO OCTOBER 1, 2025, AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: That the Mayor and Clerk are hereby authorized and directed to enter into *an Eighth Amended* Agreement for Legal Representation with Matthew M. Ries of the law firm of Harrington, Hoppe & Mitchell, Ltd. to add an extraordinary matter involving Crescent Dune, LLC and the construction project(s) set forth in the Master Agreement for Funding of Legal, Engineering, and Construction Costs between the Village and Crescent Dune, LLC ("Agreement"), in accordance with the Eighth Amended Agreement for Legal Representation (copy of which is attached hereto and incorporated by reference and made a part of this Ordinance), retroactive to October 1, 2025.

Section II: That payment for said services shall be made from the 101.180.52234 Prof. Services Account and any additional services or out-of-pocket expenses shall be made from the 101.180.52239 Additional Services Account within the General Fund, to the extent reimbursable to the Village by Crescent Dune, LLC, pursuant to the Agreement.

Section III: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason to ensure timely compliance with the project(s) covered by the Agreement.

Section IV: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 19 day of October, 2026.

_____, Mayor

_____, Clerk

EIGHTH AMENDED
AGREEMENT FOR LEGAL REPRESENTATION

This **Eighth** Amended Agreement for Legal Representation is entered into this _____ day of October, 2026 (however to be effective retroactively to October 1, 2025), between and among the **Village of Lordstown**, an Ohio Municipal Corporation, and **Matthew M. Ries, Esq./Harrington, Hoppe & Mitchell, Ltd.**, an Ohio Professional Limited Liability Company engaged in the practice of law.

WHEREAS, the Village of Lordstown initially engaged Paul M. Dutton of Harrington & Mitchell, Ltd. nka Harrington, Hoppe & Mitchell, Ltd. pursuant to Ordinance 3-1997 and continued such engagement pursuant to Ordinance No. 7-2008; and

WHEREAS, the Village of Lordstown amended its Agreement for Legal Representation with Harrington, Hoppe & Mitchell, Ltd. pursuant to Ordinance Nos. 6-2009, 68-2010, 6-2011, 7-2012, 3-2013, 72-2014, 42-2015, 8-2015, 7-2017, 30-2018, 5-2019, 41-2020, 8-2021, 5-2023, 23-23, 29-2023, 41-2023, 67-2023, 19-2025, 62-2025, 2-2026 and continued such engagement pursuant to Ordinance No. **17-2026**; and

WHEREAS, the Village of Lordstown desires to further amend the Agreement for Legal Representation with Harrington, Hoppe & Mitchell, Ltd.

NOW, THEREFORE, for the consideration hereinafter recited and other mutual promises, the parties agree as follows:

1. Harrington, Hoppe & Mitchell, Ltd. shall provide any and all legal services required by the Village of Lordstown, its Council or Mayor, and its constituent agencies, including, but not limited to:

(a) Attendance and advising Village Council at all regular and special meetings.

(b) Attendance and advising the Mayor and other Village officials when requested.

(c) Attendance and advising the Planning and Zoning Commission and Board of Zoning Appeals at all regular and special meetings. Advising the Board of Public Affairs when requested.

(d) Reviewing, preparing or approving as to form legislation for Council meetings.

(e) Representing the Village at any and all Common Pleas or Appellate

Court proceedings in the State and/or Federal Court systems.

(f) Representing the Village as part of the negotiating team involving any contracts, disputes or discussions.

(g) Solicitor shall read all correspondence.

2. Matthew M. Ries, Esq. is hereby designated to serve as Solicitor and he may draw upon the resources and experience of other members of the law firm as needed.

3. As compensation for ordinary services to be rendered by Harrington, Hoppe & Mitchell, Ltd. pursuant to this **Eighth** Amended Agreement for Legal Representation, the Village of Lordstown shall pay the law firm of Harrington, Hoppe & Mitchell, Ltd. the following amounts, to be paid in monthly installments due on the first day of each month thereafter:

- ***Year One:*** **March 1, 2025 through February 28, 2026 - $4,000 per month/$48,000 annually**

- ***Year Two*:** **March 1, 2026 through February 28, 2027 $4,000 per month/$48,000 annually**

4. In addition, the Village of Lordstown shall reimburse Harrington, Hoppe & Mitchell, Ltd. for all out-of-pocket expenses incurred in connection with the services rendered herein per the approval of the Finance Committee of Village Council. These shall include, but not be limited to, filing fees, witness fees, travel, expert fees, expenses of depositions, investigative expenses and other incidental expenses. All out-of-pocket expenses shall be billed to the Village of Lordstown on a monthly basis.

5. Furthermore, threatened or pending litigation matters are deemed to be an extraordinary matter, including matters involving appearances in and before Federal, State and Local Courts and shall be excluded from the fixed fee formula and shall be billed at the rate of One Hundred Ninety-Five Dollars ($195.00) per hour, together with reimbursement of any and all cash advancements. Billing for litigation matters shall be restricted to the attorneys from Harrington, Hoppe & Mitchell, Ltd. who are assigned to represent the Village of Lordstown in connection with such litigation. Extraordinary matters shall also include non-routine, one-time legal matters that require a significant devotion of time and the following matters that have already been approved as extraordinary matters pursuant to Ordinance Nos. 5-2023, 23-23, 29-2023, 41-2023, 67-2023, 19-2025, 62-2025, 2-2026 **and 17-2026.**

(i) Matters involving Clean Energy Future-Trumbull Energy Center shall <u>until concluded continue to</u> be considered as reimbursable "extraordinary matters", and shall be billed at Harrington, Hoppe & Mitchell's blended rate of $195.00 per hour, provided, that Trumbull Energy Center reimburses the Village;

(ii) Matters involving a dispute with Clean Energy Future-Lordstown Energy Center involving Mud Creek and shall be compensated at the rate of One Hundred Ninety-Five Dollars ($195.00) per hour together with reimbursement for any and all advancements or expenditures in connection with such representation; and

(iii) Matters involving creation of a Joint Economic Development District (JEDD) with Jackson Township, Mahoning County, Ohio, and shall be compensated at the rate of One Hundred Ninety-Five Dollars ($195.00) per hour together with reimbursement for any and all advancements or expenditures in connection with such representation; and

(iv) Matters involving a dispute involving Henn Parkway Drainage Ditch/M&M Warehouse Expansion and Wetlands Dispute and shall be compensated at the rate of One Hundred Ninety-Five Dollars ($195.00) per hour together with reimbursement for any and all advancements or expenditures in connection with such representation; and

(v) Matters involving a dispute with Trumbull Energy Center with the Ohio Power Siting Board and shall be compensated at the rate of One Hundred Ninety-Five Dollars ($195.00) per hour together with reimbursement for any and all advancements or expenditures in connection with such representation; and

(vi) Matters involving pending litigation with Mark R. McGrail and shall be compensated at the rate of One Hundred Ninety-Five Dollars ($195.00) per hour together with reimbursement for any and all advancements or expenditures in connection with such representation; and

(vii) Matters involving eminent domain litigation to secure property for water booster station relocation in the immediate vicinity of the State Route 45 and Hallock-Young Road intersection in Lordstown, Ohio, and shall be compensated at the rate of One Hundred Ninety-Five Dollars ($195.00) per hour together with reimbursement for any and all expenditures in connection with such representation; and

(viii) Matters involving the proposed data center (Bristolville 25 Developer, LLC and BHGH Properties, LLC) and shall be compensated at the rate of One Hundred Ninety-Five Dollars ($195.00) per hour together with

reimbursement for any and all expenditures in connection with such representation; and

(ix) Matters involving pending litigation with Edward Rovnak and shall be compensated at the rate of One Hundred Ninety-Five Dollars ($195.00) per hour together with reimbursement for any and all advancements or expenditures in connection with such representation; and

(x) Matters involving an Appeal of EPA's NPDES permit decision and shall be compensated at the rate of One Hundred Ninety-Five Dollars ($195.00) per hour together with reimbursement for any and all advancements or expenditures in connection with such representation; **and**

(xi) **Matters involving Crescent Dune, LLC and administration of the project(s) addressed in the Master Agreement for Funding of Legal, Engineering, and Construction Costs between the Village and Crescent Dune, LLC shall and until concluded continue to be considered as reimbursable "extraordinary matters", and shall be billed at Harrington, Hoppe & Mitchell's blended rate of One Hundred Ninety-Five Dollars ($195.00) per hour, provided, that Crescent Dune, LLC reimburses the Village.**

6. This **Eighth** Amended Agreement for Legal Representation shall be effective for a term of two (2) years commencing March 1, 2025 and ending February 28, 2027. However, the Village of Lordstown or Harrington, Hoppe & Mitchell, Ltd. may terminate this **Eighth** Amended Agreement for Legal Representation at any time by giving the other party sixty (60) days advance written notice of such termination. In the event of termination of this **Eighth** Amended Agreement, Harrington, Hoppe & Mitchell, Ltd. agrees to continue to represent and defend the Village of Lordstown in connection with any pending matters involving litigation at the agreed upon rate of One Hundred Ninety-Five and 00/100 Dollars ($195.00) per hour, provided that the Village of Lordstown re-engages Harrington, Hoppe & Mitchell, Ltd. as special counsel for such matter(s).

7. This **Eighth** Amended Agreement for Legal Representation constitutes the entire agreement between the parties, and any prior understandings or representations of any kind shall not be binding on either party except to the extent incorporated in this **Eighth** Amended Agreement for Legal Representation.

8. Any modification of this **Eighth** Amended Agreement for Legal Representation or additional obligations assumed by either party in connection with this **Eighth** Amended Agreement

for Legal Representation shall be binding only if in writing and signed by each party or an authorized representative of each party.

9. That all other provisions contained in the Agreement for Legal Representation which are not otherwise affected by the foregoing and within amendment shall remain enforceable in accordance with their terms.

IN WITNESS WHEREOF, each party to this Eighth Amended Agreement for Legal Representation has caused it to be executed on the date indicated above.

VILLAGE OF LORDSTOWN
An Ohio Municipal Corporation

By: _____
Jackie Woodward, Mayor

And: _____
William L. Blank, Clerk

HARRINGTON, HOPPE & MITCHELL, LTD.

By: _____
Matthew M. Ries, Solicitor