

AGENDA

CANFIELD CITY COUNCIL

November 17, 2021 -5:30 P.M.

FRANCIS J. McLAUGHLIN MUNICIPAL BUILDING

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call: Quorum is Present - Meeting is in Session.
4. Proclamations & Presentations.
5. Approval of Minutes.
6. Reading of Communications.
7. Reports of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.
8. Public questions from residents (or representative) related to the above referenced reports. Questions may be limited to three (3) minutes.
9. Recognition of Persons Desiring to Appear Before Council.

10. OLD BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

A: An **Ordinance** Amending Canfield Codified Ordinance Section 1161.01(i) Regarding The Parking of Recreational Vehicles.

Description:

The current language that that is an exception to a violation regarding parking of recreational vehicles in the City regarding does not clearly define the amount of time that is ordinary, customary and reasonable for cleaning, loading, unloading, minor maintenance or preparation of a recreational vehicle for use or storage.

Staff as well as the Planning and Zoning Commission discussed and has recommended that this amendment be made, and that the time period set forth for these type activities as not to exceed four (4) days.

This ordinance amends section 1161.01(i) from the current language to the amendment language in order to define the time period as indicated below:

Current: However, nothing contained herein shall prohibit the parking of a recreational vehicle in violation of subsection (i)(1) to (4) hereof for a period of time **that is ordinary, customary and reasonable** for the cleaning, loading, unloading, minor maintenance, or preparation of the recreational vehicle for recreational use or storage.

Amended: However, nothing contained herein shall prohibit the parking of a recreational vehicle in violation of subsection (i) (1) to (4) hereof for a period of time **not to exceed four (4) days** for cleaning, loading, unloading, minor maintenance, or preparation of the recreational vehicle for recreational use or storage.

Action Needed:

Approval of Ordinance amending Canfield Codified Ordinance Section 1161.01(i) regarding the parking of recreational vehicles.

Attachment(s):

Ordinance amending Canfield Codified Ordinance Section 1161.01(i) regarding parking of recreational vehicles.

Planning and Zoning recommendation letter (10/14/21)

Public Comments

B. An **Ordinance** Amending Canfield Codified Ordinance Section 1183 (c)(i) Regarding Temporary Construction Signs.

Description:

After a review of the maximum permitted sign area for a temporary construction sign, it was noted that the current maximum is comparatively greater than other allowable temporary signs.

Staff is recommending that this maximum permitted sign area be adjusted to provide consistency within section 1183.03(c) "Temporary Signs".

This ordinance would amend section 1183.03(c)(1)(C) for Construction Signs from its current permitted maximum size of forty (40) square feet to not more than six (6) square feet per side.

Action Needed:

Approval of Ordinance amending Canfield Codified Ordinance Section 1183 (c)(i) regarding temporary construction signs.

Attachment(s):

Ordinance amending section 1183.03 (c) regarding temporary signs.

Planning and Zoning recommendation letter (10/14/21)

Planning and Zoning recommendation letter (11/04/21)

Public Comments

11. NEW BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

A. An **Ordinance** Amending Ordinance 2021-51 Adopting Salary and Benefits for all Full and Part Time Non-Bargaining Unit Employees and Declaring an Emergency.

Description:

With the ratification of the Collective Bargaining Agreement with the Utility Workers Union of America (UWUA) there is no longer a need to classify the Laborer/Operator position within the salary ordinance, as those positions are now covered under the CBA. Further, at the October 6, 2021 City Council meeting, Council amended the current salary ordinance to create two (2) positions within the IT Department.

At the time there was not a need to classify a salary for fiscal year 2021 for each of those positions. However, a need for reorganization within the IT Department now exists and therefore in order to execute the reorganization, their needs to be a classification of salary for the IT Network Systems Administrator position and the IT Technician position.

This Ordinance amends Salary Ordinance 2021-51 by classifying a salary for the following positions for fiscal year 2021:

Position	2021 Hourly Rate of Pay
IT Network & Systems Admin	\$24.72
IT Technician	\$22.32

Additionally, this ordinance eliminates the classification of Public Works Labor/Operator as this position is now covered by a collective bargaining agreement and not the salary ordinance.

Action Needed:
Approval of Ordinance amending salary ordinance 2021-51 adopting salary and benefits for all full and part time non-bargaining unit employees and declaring an emergency.

Attachment(s):
Ordinance amending Salary Ordinance 2021-51

Public Comments.

- B. A **Resolution** authorizing the City Manager to Prepare and submit a letter of support on behalf the City of Canfield for the rehabilitation of the Mahoning Valley Sanitary District (MVSD) Mineral Ridge Dam and application for Hazard Mitigation Assistance (HMA) Federal Emergency management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) Grant Funding.

Description:
The Mahoning Valley Sanitary District (MVSD) or commonly known as Meander Water has requested a letter of support be submitted on behalf of the City of Canfield for their application to the FEMA BRIC grant funding program. The project they are seeking support for is the rehabilitation of the Mineral Ridge Dam located in Meander Reservoir. This project would benefit the City of Canfield as Meander Water is the supplier of water for our citizens. This project would address known deficiencies and comply with current Ohio Department of Natural Resources regulations.

This resolution authorizes the City Manager to prepare and submit a letter of support on behalf of the City of Canfield for the MVSD’s application for FEMA Grant funding to rehabilitate the Mineral Ridge Dam.

Action Needed:
Approval of resolution authorizing the City Manager to prepare and submit a letter of support on behalf of the City of Canfield for the rehabilitation of the MVSD’s Mineral Ridge Dam and their application for FEMA Grant Funding.

Attachment(s):
Resolution authorizing the City Manager to prepare and submit a letter of support on behalf of the City of Canfield for the rehabilitation of the MVSD’s Mineral Ridge Dam and their application for FEMA Grant Funding.

Public Comments.

- C. A **Motion** Ratifying A Settlement Agreement and A Contract Between the City of Canfield and the Utility Workers Union of America (UWUA) for Years, 2021,2022, and 2023.

Description:
On November 3, 2021 the City of Canfield representatives and representatives of the Utility Workers Union of American (UWUA) participated in Unfair Labor Practice (ULP) Mediation related to claims that the UWUA filed with the State Employee Relations Board (SERB). The result of this mediation was an agreement by both parties to sign a settlement agreement that dismisses the ULP charges, and resolves the outstanding issues from the collective bargaining negotiations in order to ratify a contract between the City of Canfield and the UWUA.

The representatives of the UWUA ratified the settlement agreement and the collective bargaining agreement on November 8, 2021.

This motion ratifies a settlement agreement and a contract between the City of Canfield and the Utility Workers Union of America (UWUA) for Years 2021, 2022, and 2023.

Action Needed:

Approval of motion ratifying a settlement agreement and a contract between the City of Canfield and the Utility Workers Union of America (UWUA) for years 2021, 2022, and 2023.

Attachment(s):

Motion ratifying a settlement agreement and a contract between the City of Canfield and the Utility Workers Union of America (UWUA) for years 2021, 2022, and 2023.

Settlement Agreement and Collective Bargaining Agreement (11.03.21)

Public Comments

- 12. Council Comments.
- 13. Adjournment

Introduced by: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AMENDING
CANFIELD CODIFIED ORDINANCE
SECTION 1161.01(i) REGARDING THE
PARKING OF RECREATIONAL VEHICLES

WHEREAS, the Zoning Inspector of the City has recommended an amendment to Canfield Codified Ordinance Section 1161.01(i) regarding the parking of recreational vehicles; and

WHEREAS, the Council of the City of Canfield believes it is in the best interest of the health, safety and welfare of the City and its residents to amend Ordinance Section 1161.01 (i).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD, MAHONING COUNTY, OHIO:

Section 1: That Codified Ordinance Section 1161.01(i) shall be amended to read as follows:

- 1) Such vehicle is intended for pleasure purposes only, and is not part of a business.
- 2) Such Vehicle is uninhabited
- 3) Such vehicle is parked in the rear or side yards
- 4) Such vehicle is at least five feet from any adjoining property line.

However, nothing contained herein shall prohibit the parking of a recreational vehicle in violation of subsection (i) (1) to (4) hereof for a period of time not to exceed four (4) days for cleaning, loading, unloading, minor maintenance, or preparation of the recreational vehicle for recreational use or storage.

Section 2: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2021.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY



City of Canfield

104 LISBON STREET
CANFIELD, OHIO 44406-1416

Phone: 330-533-1101
Admin. Fax: 330-533-4415
Finance Fax: 330-533-2668
www.ci.canfield.oh.us



DATE: NOVEMBER 4, 2021

TO: MEMBERS OF COUNCIL

**FROM: MIKE COOK, SECRETARY
PLANNING AND ZONING COMMISSION**

**SUBJECT: A RECOMMENDATION TO COUNCIL TO AMMEND CANFIELD
CODIFIED ORDINANCE SECTION 1161.01 (i) PARKING OF
RECREATIONAL VEHICLES.**

At the regular meeting of the Planning and Zoning Commission on
November 4, 2021, the following motion was made:

Mr. Neff made a motion to recommend Council ammend Canfield
Codified Ordinance Section 1161.01 (i) Parking of Recreational
Vehicles.

The motion was seconded by Mr. Zarlenga.

This motion passed 4 - 0

Introduced by: _____
First Reading; _____

AN ORDINANCE AMENDING
CANFIELD CODIFIED ORDINANCE
SECTION 1183.03 (c) REGARDING
TEMPORARY CONSTRUCTION SIGNS.

WHEREAS, the Zoning Inspector of the City of Canfield has recommended an amendment to Canfield Codified Ordinance Section 1183.03 © regarding temporary construction signs; and

WHEREAS, the Council of the City of canfield believes it is in the best interests of the health, safety and welfare of the City and its residents to amend Ordinance Section 1183.03 (c).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD, MAHONING COUNTY, OHIO:

Section 1: That Codified Ordinance Section 1183.03(c) shall be amended to read as follows:

- 1) Construction Signs. Construction signs shall be permitted in any location where current, on-going construction projects are in progress.
 - A. Construction signs shall not be illuminated.
 - B. One construction sign having not more than two individual sign faces shall be permitted per construction site.
 - C. The maximum permitted sign area of a construction sign shall be six (6) square feet per side.
 - D. Construction signs may identify the name of the building or project under construction, the name of the architect, engineer, contractor, project costs, completion date and agencies associated with the project.
 - E. Construction signs shall be located on the same property as the specific project under construction, and shall be located (i) in the required front yard, either behind the existing sidewalk or if no sidewalk exists, fifteen feet (15') from the paved portion of the road right of way, or (ii) place on the structure being constructed or renovated.

Section 2. That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2021.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____
_____.

CLERK OF COUKNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY



City of Canfield

104 LISBON STREET
CANFIELD, OHIO 44406-1416

Phone: 330-533-1101
Admin. Fax: 330-533-4415
Finance Fax: 330-533-2668
www.ci.canfield.oh.us



DATE: NOVEMBER 4, 2021

TO: MEMBERS OF COUNCIL

**FROM: MIKE COOK, SECRETARY
PLANNING AND ZONING COMMISSION**

**SUBJECT: A RECOMMENDATION TO COUNCIL TO AMMEND CANFIELD
CODIFIED ORDINANCE SECTION 1183 (c) (i) TEMPORARY
CONSTRUCTION SIGNS.**

At the regular meeting of the Planning and Zoning Commission on November 4, 2021, the following motion was made:

Mr. Neff made a motion to recommend Council ammend Canfield Codified Ordinance Section 1183 (c) (i) Temporary Construction signs.

The motion was seconded by Mr. Kristan.

This motion passed 4 - 0

Introduced by: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE 2021-51
ADOPTING SALARY AND BENEFITS FOR ALL FULL
AND PART TIME NON-BARGAINING UNIT EMPLOYEES AND
DECLARING AN EMERGENCY.

WHEREAS, the City of Canfield has established salary and benefits for Full and Part time employees; and

WHEREAS, the City of Canfield desires to eliminate the Public Works Labor/Operator classification from the salary ordinance; and

WHEREAS, the Council of the City of Canfield desires to create the salary and benefits for IT Network and Systems Administrator for year 2021; and

WHEREAS, the Council of the City of Canfield desires to create the salary and benefits for IT Technician for year 2021;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD, OHIO:

Section 1: Employees not covered under a collective bargaining agreement may receive an annual wage adjustment effective with the first pay period beginning January 1st. This annual wage adjustment is contingent upon appropriated funds approved by City Council. The annual wage adjustment percentage will be comparable to the Consumer Price Index (CPI) increase for the twelve (12) month period from December to December and must be approved by Council.

Section 2: Each employee shall receive an annual evaluation. Subject to limitations set forth in a collective bargaining agreement, employees will be eligible to receive a merit payment or a merit increase, based upon a percentage of annual salary and contingent upon appropriated funds approved by City Council. The amount of the merit payment or merit increase shall be based upon performance up to the maximum amount of the position at any time during the year. Persons eligible to receive an additional merit payment or increase of up to 3% of their annual salary shall not exceed the compensation limitations set forth in Section 3.

Section 3: The following compensation limitations shall be in effect for employees from January 1, 2021 through December 31, 2023 or until such time as a successor Ordinance is approved:

A. Full Time Employees

(1) Administrative Employees

Position	Annual Salary		
	2021	2022	2023
	As determined by Council	As determined by Council	As determined by Council
City Manager			
Police Chief	107,260	111,550	116,012
Finance Director	87,294	90,786	94,418
Public Works Superintendent	87,294	90,786	94,418
Information Technology Mgr. (2)	77,438	80,536	83,757
Zoning Inspector	59,016	61,376	63,831

(2) Non-Administrative Employees

Position	Hourly Rate of Pay		
	2021	2022	2023
Clerk of Council	26.43	27.48	28.58
Deputy Finance Director	34.32	35.69	37.12
Income Tax Administrator	26.86	27.94	29.06
Account Clerk	21.10	21.94	22.82
Utility Laborer	19.94	20.73	21.56
IT Network & Systems Admin.	24.72	25.75	26.78
IT Technician	22.32	23.25	24.18
Sr. Administrative Police Clerk/Clerk of Court	26.43	27.48	28.58
Administrative Police Clerk/Deputy Clerk of Court	21.76	23.07	24.45
Administrative Clerk (2)	16.97	17.65	18.36
PW Foreman (2 – effective 11/15/20)	32.24	33.53	34.87
PW Coordinator	32.24	33.53	34.87

The Annual salary rate of newly hired administrative employees and the hourly rate of all newly hired non-administrative employees shall be determined by the City Manager at the time of their appointment, but in no case shall exceed the rate listed above in Section 1, A,(1), & A,(2).

B. Part Time Hourly Employees

The rate of pay for Part Time Hourly employees shall be determined by the City Manager and may range from the State minimum wage to a maximum of \$20.00 per hour.

Part time Officers scheduled to work on the OVI Task Force, shall be compensated at the Overtime rate based on their current hourly rate. All Client paid details scheduled through the Canfield Police Department shall be paid at a rate of \$30 per hour, excluding the Canfield Fair.

Section 2: Effective January 1, 2021, all the positions, identified in Section 1, A, are not eligible to receive overtime compensation, with the exception of required attendance at City Council meetings, positions identified in Section 1, A, (1) may elect for the required attendance of all scheduled council meetings (a) the rate of one and one-half (1-1/2) times the Employee's regular hourly rate of pay, or (b) by electing "compensatory time off" which is computed at a rate of one and one-half times the overtime hours worked. These same positions may accumulate up to a maximum of 100 hours of Compensatory Time calculated at the rate of one and one-half (1 ½) times for each hour worked in excess of forty (40) hours per week. Accumulated Compensatory Time may be used as compensatory time off when approved by the City Manager. An accurate record of compensatory time earned and time taken shall be maintained by the Deputy Finance Director. The City shall be under no obligation to pay said employees for unused accumulated Compensatory Time upon termination or expiration of employment.

Employees, employed in positions identified in Section 1,A, (2)that have overtime hours worked, shall have the option of being paid for the overtime hours worked at (a) the rate of one and one-half (1-1/2) times the Employee's regular hourly rate of pay, or (b) by electing "compensatory time off" which is computed at a rate of one and one-half times the overtime hours worked. This election must be approved by the City Manager or designee and "compensatory time off" hours can be accumulated but only up to a maximum of 100 hours.

Section 3: The probationary period of all original and promotional appointments of employees, including provisional appointments, shall be twelve (12) months. No originally or provisionally appointed probationary employee will be eligible for sick leave, vacation or personal leave during the initial ninety (90) days of employment.

Section 4: The City Manager, with City Council approval, may grant additional compensation beyond the limitations set forth, to employees identified in Section 1, A, (1) and Section 1, A, (2).

The Police Chief shall receive holiday compensation, fitness bonus, uniform maintenance and purchase of uniform on the same basis as is provided to members of the Police Department Collective bargaining Unit pursuant to the current Collective bargaining Agreement, effective from the date of appointment as Police Chief. The Police Chief shall also earn overtime at the rate of one and one-half (1-1/2) times the Employee's regular hourly rate of pay on activities that are reimbursed by outside sources.

Section 5: All full time non-administrative employees shall work forty (40) hours per week. The work hours of each Administrative employee shall be scheduled by the City Manager and insofar as possible, shall be five (5) consecutive days of 8 hours each or four (4) consecutive days of 10 hours each or other scheduled hours as set forth from time to time by the City Manager. The pay of any scheduled full time employee that works less than forty (40) hours per week, excluding absences identified in Sections 7, 8, 9, 10, 11, 12, 13, 14, 15 and Compensatory Time off, will be reduced by the number of hours not worked

times(x) that employees’ hourly rate of pay or, for Administrative employees, his/hers annual salary divided by 2080 hours.

Section 6: A, Part Time Hourly employees are not eligible to receive any of the benefits identified in Sections 7, 9, 10, 11, 12, 13, 14, 15, 16, and 18 .

B, Seasonal Part Time Hourly employees are not eligible to receive any of the benefits identified in Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 18.

Section 7: Employees shall be entitled to take vacation after completion of initial ninety (90) days of employment. Time off for vacations must be approved by the City Manager or his/her designee. Employees shall accumulate vacation days at the following rates, if the employee is in full pay status for at least (20) days during such month:

Years of Service – After	Accumulative Rate (days)	Accumulative Rate (hours)	Equivalent Total Days per year
1 month through 3 years	5/6 of a day per month	6.66 hours per month	10 days
4 years through 5 years	1 day per month	8.00 hours per month	12 days
6 years though 10 years	1-1/4 days per month	10.00 hours per month	15 days
11 years through 15 years	1-1/2 days per month	12.00 hours per month	18 days
16 years through 20 years	1-3/4 days per month	14.00 hours per month	21 days
21 years through 25 years	2 days per month	16.00 hours per month	24 days
26 years and more	2-1/2 days per month	20.00 hours per month	30 days

Each employee shall take at least five (5) days of vacation per year and may accumulate the unused portion of entitled vacation days up to a maximum of 25 vacation days (200 hours). Vacation days cannot be taken in anticipation of entitlement.

Each non-probationary Employee shall have the option to cash out up to forty (40) hours of accumulated vacation time once per year so long as the employee maintains at least forty (40) hours of vacation time in their vacation leave bank. Employees exercising this cash out must request the cash out by November 1st. The vacation cash out shall not count as taking the minimum required vacation days as outlined above. An employee desiring to resign from employment should give a minimum of two weeks notice of resignation to the City Manager or his/her designee. The employee, after the submission of his/her notice of resignation, will then be eligible to receive payment for his/her accumulated vacation pay for up to a maximum of 25 working days.

An employee that qualifies for “Family Leave” to care for a spouse, son, daughter or parent with a “serious health condition” may request in writing a one-year advance on vacation time. Said request may be approved by the Manager after reviewing medical certifications. Said advance shall be granted only once per “serious health condition”. Said vacation advance shall not entitle the employee to payment upon employee’s termination of service, whether voluntary or involuntary. (For the purposes of this Ordinance, the terms “family leave” and “serious health condition” shall be defined as provided in the Family and Medical Leave Act of 1993.)

Section 8: Employees may use sick leave upon approval of the City Manager or his/her designee and may use sick leave segments of one (1) 8 hour day, unless prior approval is granted.

- A. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee or his/her "immediate family" as defined in subsection C below; (2) exposure by the employee to a contagious disease communicable to other employees; or (3) serious illness, injury, childbirth by the employee or the employee's spouse; or (4) medical, dental and optical examinations or treatment which prevents the employee from performing his/her assigned duties.
- B. All full time employees shall earn sick leave at the rate of five (5) hours per pay or ten (10) hours per month or one and one-quarter (1-1/4) days per month and may accumulate such sick leave to a maximum of 2000 hours or two hundred fifty (250) work days; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such monthly period.
- C. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents.
- D. Upon the death of an Employee who has at least five (5) years of continuous full-time service, or upon the retirement of a full-time employee who has at least ten (10) years of continuous service with the City of Canfield, such employee shall be entitled to receive a cash payment equal to their hourly rate of pay at the time of retirement multiplied by one fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Deputy Finance Director, providing that such resulting number of hours to be paid shall not exceed five hundred (500) hours.
- E. The accumulated sick leave hours of an employee who transfers from one department to another will not be impacted because of his/her transfer.
- F. The City Manager may require an employee to furnish a satisfactory medical excuse, in writing, for absences of three (3) days or greater, that indicates that the absence was the result of one or more of the incidents described in Section 8, A.. Any abuse of sick leave shall be just and sufficient cause for discipline as may be determined by the City Manager or his designee.
- G. An employee that qualifies for "Family Leave" to care for a spouse, son, daughter or parent with a "serious health condition" may request in writing a one-year advance on sick leave. Said request may be approved by the Manager after reviewing medical certifications. Said advance shall be granted only once per "serious health condition". Said sick leave advance shall not entitle the employee to payment upon employee's termination of service, whether voluntary or involuntary. (For the purposes of this Ordinance, the terms "family leave" and "serious health condition" shall be defined as provided in the Family and Medical Leave Act of 1993.)

Section 9: A sick day bonus of six (6) hours of pay per quarter (defined in table below) will be paid on May 30th for the first half and November 30th for the second half of each year to those full time employees who have taken no sick days in the respective quarter. Each quarter will be evaluated independently for use of sick time. For example, if an employee uses sick leave in the first quarter and no sick leave in the second quarter, they will receive a bonus of six (6) hours of pay on May 30th. Payment will be made by separate check.

Quarter	Begin Date	End Date
1	November 16	February 15
2	February 16	May 15
3	May 16	August 15
4	August 16	November 15

Section 10: Each full time City employee shall be granted two (2) Personal Days per calendar year with the following stipulations:

- A. Each employee identified in Section 1, A, (1), and 1, A, (2), must have their Personal Day approved in advance by the City Manager or his/her designee.
- B. Personal Days must be taken (or lost) by May 30th of the succeeding year.

Section 11: A full time employee shall be granted time off with pay (not to be deducted from the employee’s sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. Immediate family shall be defined to only include the employee's mother, father, spouse, former spouse, child, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren. The employee may request up to a maximum of four (4) work days for each death in the immediate family.

An employee shall be granted time off with pay (not to be deducted from the employee’s sick leave) one (1) day to attend the funeral of an employee’s aunt, uncle, niece, nephew, or other relative living in your household under your care.

Section 12: An employee of the City of Canfield who may be injured in the course of duty in the employment of the City shall, upon filing with the Industrial Commission Workers' Compensation Division, a claim for such injury, receive from the City of Canfield injury leave with pay at their regular salary or hourly rate based on forty (40) hours per week.

Any compensation received in lieu of wages under Workers' Compensation Act or other insurance, the premiums of which were paid by the City, shall be reimbursed to the City or deducted from the employee's pay.

The maximum limit for injury leave with pay shall be ninety (90) days.

In case of an injury to an employee, the City manager or his designee shall cause a report of injury to be made to an appropriate physician within two (2) days. This

physician shall be asked to submit a report to the City Manager, within ten (10) days after receiving the City Manager's report, stating what the employees' disability is, if any, and what action has been or will be taken to correct the cause of any disability and the estimated time the employee will be absent from work, if any. The injured employee shall not return to duty until a written certified statement from his physician authorizing the return to work is received by the City Manager.

Section 13: The terms and conditions under which a full time City Employee can request a leave of absence without pay will be governed by Section 8.05 of the Civil Service Commission of the Municipality of Canfield, Ohio's Rules and Regulations adopted November 14, 1973 and subsequently amended. For the first three (3) months, any employee granted a leave of absence without pay by the City Manager with the approval of City Council, shall continue to receive all benefits they are entitled to by their employment contract or this Ordinance. In the event that the Civil Service Commission grants a leave of absence to an employee for more than three (3) months, the Council of the City of Canfield will determine on a case-by-case basis if said employee will continue to receive their benefits after the third month of the leave of absence.

Section 14: An Employee who has been employed by the City of Canfield for at least twelve (12) months and has worked 1250 hours during the previous twelve-month period is an "eligible Employee" for family leave.

Family leave is twelve (12) weeks (60 working days), is unpaid and shall be granted to an "eligible employee":

- A. Because of the birth of a son or daughter of the Employee and in order to care for such son or daughter.
- B. Because of the placement of a son or daughter with the Employee for adoption or foster care.
- C. Because of a serious health condition of the Employee that makes the Employee unable to perform the functions of the job.
- D. Because of the need to care for the employee's spouse, son, daughter or parent with a "serious health condition".

An eligible Employee shall be granted, when requested, a total of twelve (12) weeks of family leave within the first twelve (12) months after a baby's birth or placement or for the need to care for the employee's spouse, son, daughter or parent with a "serious health condition".

Said leave may be taken by either parent.

During family leave, the eligible Employee shall first use all accumulated vacation, compensatory time and sick leave. However, the Employee may request to reserve some portion of vacation, compensatory time and sick leave, not exceeding 5 days. Then the Employee shall take the balance of family leave as unpaid leave.

Leave for the birth or placement of a child must be taken in one block of time, unless approved by the Employer.

Leave for the “serious health condition” of the employee’s spouse, son, daughter or parent may be intermittent.

An Employee is required to request leave in writing thirty (30) days prior to commencement, if possible.

The Employer may request medical certification regarding the “serious health condition” and the probable duration of care.

If both parents are employed by the same Employer, the total amount of leave provided shall not exceed twelve (12) weeks (60 working days).

During the unpaid leave, all health care and life insurance benefits will be paid by the Employer.

If an Employee elects not to return to work after the expiration of the family leave, the Employer may recover from the Employee the cost of medical premiums paid during the unpaid portion of the leave.

Section 15: Holidays: The following twelve (12) Holidays shall be observed by all full time employees covered by this Ordinance: 1. New Year's Day, 2. Martin Luther King Day, 3. President's Day, 4. Good Friday, 5. Memorial Day, 6. Independence Day, 7. Labor Day, 8. Veteran’s Day, 9. Thanksgiving Day, 10. Day after Thanksgiving Day, 11. Day before Christmas, 12. Christmas Day. When the holiday falls on a Saturday, Friday will be observed as the holiday day. If the holiday falls on a Sunday, Monday will be observed as the holiday day. Only the individuals who are required to work to maintain the minimum service that is necessary shall be scheduled to work the holiday. This schedule shall be determined by the City Manager or his/her designee. Employees identified in Section 1, A, (2) shall be compensated at a rate of time and one half for actual work on a holiday.

Section 16: Insurance: The City of Canfield shall provide and pay a portion of the costs of a group hospitalization, surgical insurance, and major medical plan for all full time employees during their employment with the City except as otherwise excluded in this Ordinance. The employees shall contribute the following amounts toward payment of the premiums as follows:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	
Single	12%	12%	12%	% per pay of the annual premium divided by 24
Employee/Child	12%	12%	12%	% per pay of the annual premium divided by 24
Employee/Spouse	12%	12%	12%	% per pay of the annual premium divided by 24
Family	12%	12%	12%	% per pay of the annual premium divided by 24

The City may elect to provide optional Vision and Dental plans and coverage. All employees desiring the aforementioned insurance shall make proper application with the Deputy Finance Director of the City of Canfield.

The City will also pay the full premium for all full time employees for a convertible term life insurance policy in the face value of Thirty-five Thousand Dollars (\$35,000).

Section 17: Professional Liability: The City of Canfield will provide professional liability coverage for employees whose job may require such coverage as determined by the City Manager.

Section 18: Jury Duty: Any full time employee who is called for jury duty, at either a Federal, County or Municipal Court, shall be paid his/her regular salary or his/her regular hourly rate for this lost time.

Section 19: Compensation for all work performed by City employees is scheduled to be paid semi-monthly on the 15th and 30th of each month, with the exception of February where the second pay shall be made on the last day of the month. If the 15th or 30th falls on a Saturday, Sunday or holiday, the employee will be paid on the last scheduled workday preceding the 15th or 30th or holiday.

Section 20: Mileage reimbursements for use of personal vehicle on City business shall be at the current published rate established by IRS. All expenses conforming to the City Travel Policy will be reimbursed, in a reasonable period of time, when requested and authorized by Purchase Order.

Section 21: Sick/Vacation Leave Cash Buyout Plan. When an employee chooses to retire, he/she will be afforded the opportunity to avail themselves of a pre-retirement Sick/Vacation Leave Buyout Plan as follows;

- A. In addition to the severance pay allowable by this Ordinance, employees who have a minimum of 23 years' service credit with OPERS may request an early payout of their accumulated sick leave and/or vacation leave hours.
- B. This **Sick/Vacation Leave Cash Buyout Plan** shall allow for the early payout of accumulated sick and/or vacation leave and shall be limited to a maximum of two hundred forty (240) hours of sick leave each year prior to retirement or a maximum of two hundred (200) hours of vacation leave each year prior to retirement, or any combination of both up to a maximum combined total of two hundred and forty (240) hours each year prior to retirement. These early payouts will be paid to a retiring employee during a maximum of three (3) years prior to the employees' retirement date. The payment value of these sick/vacation leave hours shall be calculated using the hourly rate in existence at the time the employee gives notice of retirement. Each payment shall be subject to normal payroll deductions. Enrolling in the **sick/vacation leave cash buyout plan** will not interfere with the employees' eligibility to earn a sick leave bonus.
- C. In order to participate in the **Sick/Vacation Leave Cash Buyout Plan** the employee must give written notice to the employer of his/her intention to retire in 3 years or less from the date of the written notice. Within 90 days, following the date of the employee notice, a letter of understanding, that identifies the date of retirement and the payout option listed below, that fits with the retirement date, must be signed by both the employee and the employer.

If the retirement date is:

Option 1:

Three years from the date of the signed letter of agreement, then the accumulated sick and vacation entitlement shall be paid out in equal installments, on scheduled pay dates, over three (3) years

and paid at the current value of the entitled hours in existence at the date of the agreement.

Option 2:

Two years from the date of the signed letter of agreement, then the accumulated sick and vacation entitlement shall be paid out in equal installments, on scheduled pay dates, over two (2) years and paid at the current value of the entitled hours in existence at the date of the agreement.

Option 3:

One year from the date of the signed letter of agreement, then the accumulated sick and vacation entitlement shall be paid out in equal installments in one year, on scheduled pay dates and paid at the current value of the entitled hours in existence at the date of the agreement.

All payments of **Sick/Vacation Leave Cash Buyout Plan** benefits will be made on regularly scheduled payroll payment dates.

- D. When the letter of understanding agreement has been signed, - the total buyout hours identified in that agreement will be deducted from the accumulated sick and/or vacation leave hours in effect immediately before the signing of the agreement and only the remaining balance of accumulated sick and/or vacation leave hours shall be available for normal use by the retiring employee during his/hers remaining years of employment before retirement.
- E. If the employee, subsequent to the signing of the letter of understanding agreement, experiences a documented long term or extenuating catastrophic illness, then, but only after a complete review of the circumstances by the Employer together with the approval of the Canfield City Council;
 - the letter of understanding agreement between the employee and the employer shall be suspended and
 - the hours of sick and/or vacation leave, identified in the letter of understanding agreement, shall be added back to the employees current accumulated sick and/or vacation hours and the hours paid to the employee, under the **Sick/Vacation Leave Cash Buyout Plan**, shall be deducted from that same current balance of accumulated sick and/or vacation hours.
- F. A retiring employee may only apply for the benefits under the **Sick/Vacation Leave Cash Buyout Plan** once during his/her employment with the City of Canfield unless his/her participation in the plan was suspended as indicated in Sec. 21 E.

Section 22: Emergency Ordinance. That this Ordinance is hereby declared to be an emergency to retroactively apply changes in the Ordinance to January 1, 2021.

Section 23: This Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS ____ DAY OF _____ A.D., 2021.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced By: _____
First Reading: _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CANFIELD, OHIO
AUTHORIZING THE CITY MANAGER TO PREPARE AND SUBMIT A LETTER OF
SUPPORT ON BEHALF OF THE CITY OF CANFIELD FOR THE REHABILITATION OF
THE MAHONING VALLEY SANITARY DISTRICT (MVSD) MINERAL RIDGE DAM AND
APPLICATION FOR HAZARD MITIGATION ASSISTANCE (HMA) FEDERAL
EMERGENCY MANAGEMENT AGENCY (FEMA) BUILDING RESILIENT
INFRASTRUCTURE AND COMMUNITIES (BRIC) GRANT FUNDING AND DECLARING
AN EMERGENCY.**

WHEREAS, MVSD is a political subdivision of the State of Ohio established under the authority of the Sanitary Act of Ohio in 1926 and governed by the Ohio Revised Code Chapter 6115 for purposes of providing public water supply; and

WHEREAS, MVSD is overseen by the Trumbull and Mahoning County Court of Common Pleas and a Board of Directors that are appointed by the member communities; and

WHEREAS, member communities include the Cities of Youngstown, Niles, and the Village of McDonald; and

WHEREAS, member communities supply MVSD potable water to surrounding communities including Girard, Canfield, Mineral Ridge, Lordstown, Craig Beach, and portions of ten other townships; and

WHEREAS, MVSD has applied for Hazard Mitigation Assistance (HMA) Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) grant funding to rehabilitate the Mineral Ridge Dam; and

WHEREAS, the dam rehabilitation design is substantially complete to repair and elevate the principal spillway and reconfigure the two auxiliary spillways, as well as other improvements required to comply with current Ohio Department of Natural Resources (ODNR) regulations (ORC 1501:21-13); and

WHEREAS, the dam rehabilitation has an estimated construction cost totaling approximately \$41 million and, if received, the grant would apply 75 percent of the total costs; and

WHEREAS, remaining capital costs will be paid for by MVSD from a combination of operating funds and long-term low interest State loans; and

WHEREAS, rate increases will be required, especially if the grant application is unsuccessful to offset capital cost for the necessary dam rehabilitation, associated long-term debt, and other future operation, maintenance, and capital improvement costs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANFIELD, STATE OF OHIO:

Section 1: The City Manager is hereby authorized to prepare and submit a letter of support as described above.

Section 2: It is hereby found and determined that all formal actions of this Council and of any of its committees concerning and relating to the adoption of this Resolution were adopted in

an open meeting of this council or committees, and that all deliberations of this council and of any of its committees that resulted in such formal actions were in meeting open to the public, in compliance with the law.

Section 3: This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the City of Canfield and the inhabitants of the City of Canfield; the specific reason for the emergency being the immediate need to apply for infrastructure improvement financial assistance, and therefore, this Resolution shall take effect immediately upon its passage.

RESOLVED, that this Resolution and all deliberations relating to the passage of this Resolution were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A. D 2021.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Resolution was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit:

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

November 17, 2021

Deanna Criswell
Federal Emergency Management Agency Administrator
U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472

**RE: Mahoning Valley Sanitary District (MVSD) - Mineral Ridge Dam Rehabilitation,
Meander Creek Reservoir -FEMA BRIC Grant Letter of Support**

Dear Ms. Criswell:

Thank you for your commitment to investing in our nation's infrastructure. I am writing to express my strong support of MVSD's Mineral Ridge Dam Rehabilitation Project and request your full and fair consideration of their \$41 million FEMA Hazard Mitigation Assistance (HMA) Building Resilient Infrastructure and Communities (BRIC) application.

These funds would rehabilitate the nearly 100-year-old, Class 1 high hazard earthen dam. They would preserve the priority drinking water source in, district boundaries notwithstanding, at least three Congressional Districts. Constructed circa 1928, the dam impounds approximately 11 billion gallons of water in the 7 mile long, 2,109-acre reservoir behind its crest. It is the region's largest water supply source that is treated and distributed at the Meander Water treatment plant to over 220,000 end users in Mahoning and Trumbull Counties, Ohio, including the cities of Youngstown, Niles, Girard, Canfield, Lordstown, and the Village of McDonald. Regulatory requirements have changed since its construction. Updates are needed to address known deficiencies and comply with current Ohio Department of Natural Resources (ODNR) regulations (ORC 1501:21-13).

Mineral Ridge Dam's categorical classification signifies, among other things, the probable loss of human life and structural collapse of at least one residence or business if sudden failure were to occur. Two-dimensional dam breach flood analysis indicates that over 500 structures, including homes; businesses; schools like Youngstown State University; hospitals including Youngstown Mercy Health St. Elizabeth, aerial utilities, rail transit, and Ohio Department of Transportation roadway structures would be flooded in the event of a catastrophic breach. The impact would stretch for miles both upstream and downstream along the Mahoning River between Warren, Ohio and New Castle, Pennsylvania. Certainly, countless lives would be in jeopardy.

The dam is of vital importance to human health, economic welfare, safety and security of the Mahoning Valley region and the nation. In the event of a dam failure, nearly all lifelines in the affected communities would be severed. Most notable are the interruptions in safety and security for law enforcement and fire services; food production and water for agriculture; medical care and supply chains; mass transit and transportation; and water contamination and facility pollutants. A dam breach jeopardizes operations at the Youngstown Air Reserve Station, the military facility located in Vienna Township, Trumbull County, Ohio, at the Youngstown–Warren Regional Airport. There is no other large enough water treatment or supply system that could supply drinking water to the region. To replace this asset would be practically impossible when considering interim loss of revenue, loss of water supply, and practical construction issues that escalate construction costs well above \$100 million.

Rehabilitating the dam is a key priority to revitalize the disparate Mahoning Valley region where socio-economic statistics rank lower than the state's average. Without it, the potential for catalytic redevelopment and job creation would be lost. A BRIC award will complete the funding for construction work on the dam. With this rehabilitation in place, MVSD will be able to continue providing essential drinking water to the region that is seeing growth.

Respectfully,

Wade Calhoun
Canfield City Manager

cc. Moises Dugan
Acting Regional Administrator
Federal Emergency Management Agency Region 5
175 West Jackson Boulevard, Fourth Floor
Chicago, IL 60604-2698

Steve Ferryman, CFM
Mitigation Branch Chief
Ohio Emergency Management Agency
2855 West Dublin-Granville Road
Columbus, Ohio 43235

Introduced By: _____

Motion No. _____

MOTION

A MOTION RATIFYING A SETTLEMENT AGREEMENT AND
CONTRACT BETWEEN THE CITY OF CANFIELD AND
THE UTILITY WORKERS UNION OF AMERICA (UWUA)
FOR YEARS, 2021, 2022 AND 2023.

WHEREAS, the City of Canfield the Utility Workers Union of America (UWUA) collectively agreed to enter into a settlement agreement; and

WHEREAS, representatives of the City of Canfield have negotiated a three-year (3 year) agreement with the Utility Workers Union of America (UWUA) pursuant to Ohio Revised Code Section 4117; and

WHEREAS, Council desires to ratify said action of the City of Canfield.

NOW, THEREFORE, IT IS HEREBY MOVED BY THE COUNCIL OF THE CITY OF CANFIELD, OHIO:

Section 1: The Council of the City of Canfield hereby ratifies the execution of a settlement agreement by and between the City of Canfield and the Utility Workers Union of America (UWUA), a copy of which Agreement is attached hereto and made a part hereof.

Section 2: The Council of the City of Canfield hereby ratifies the execution of a collective bargaining agreement by and between the City of Canfield and the Utility Workers Union of America (UWUA), a copy of which Agreement is attached hereto and made a part hereof.

Section 3: That this Motion and all deliberations relating to the passage of this Motion were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2021.

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Motion was posed in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

**STATE OF OHIO
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

UTILITY WORKERS UNION OF AMERICA

Charging Party

CASE NO.'s

2021-ULP-07-0096

2021-ULP-08-0104

2021-ULP-09-0130

City of Canfield Ohio

Charged Party.

SETTLEMENT AGREEMENT

The Utility Workers Union America ("Union") and the City of Canfield, Ohio (City) collectively the "Parties" enter into the following Settlement Agreement.

1. Attachment A is attached and entitled "ULP Settlement". It is a part of the Settlement Agreement and is central to this document.

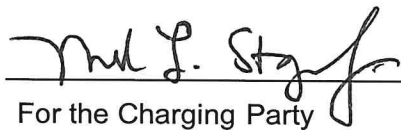
2. By entering into this Settlement Agreement, all Parties represent that they have completely read all terms of this Agreement, and that they have current capacity and/or authority to enter into this Agreement.

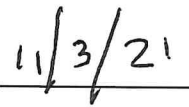
3. The Parties to this Settlement Agreement request the State Employment Relations Board construe this Settlement Agreement as a motion to dismiss the Charge(s) and/or Complaint(s) in this or these matter(s) with prejudice and/or the Charging Party in each case requests the Charge(s) to be withdrawn with prejudice.

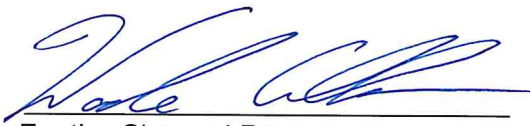
4. The Parties acknowledge the State Employment Relations Board retains jurisdiction over this matter for purposes of enforcing the Settlement Agreement and its terms.

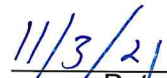
5. This Settlement Agreement and its Attachment contain the entire agreement between the Parties as to the matters set forth in this case. There are no other understandings or agreements between the Parties in relation to this case, oral or otherwise, except as expressly set forth herein.

6. By entering into the Settlement Agreement and except as expressly set forth in Attachment A, the Association and the Board make no admissions against interest, either with respect to matters of fact or matters of law.


For the Charging Party


Date


For the Charged Party


Date

**Canfield City and UWUA Settlement Agreement
State Employment Relations Board
November 3, 2021**

The City of Canfield (City) and the Utility Workers Union of America (Union) agree to the following terms to resolve outstanding actions.

1. The parties agree to the following statement:

"It is the intent of the City and Union that the parties move forward in the negotiations process for the outstanding issues identified in this Settlement Agreement and to abide by the standards for good faith bargaining as provided by the Ohio Collective Bargaining Act, Ohio Revised Code Chapter 4117."

2. Upon ratification by the employees and approval by City Council of both the Collective Bargaining Agreement and this Settlement Agreement the Union agrees to withdraw with prejudice the following ULP charges filed at the SERB:
 - a. 2021-ULP-07-0096
 - b. 2021-ULP-08-0104
 - c. 2021-ULP-09-0130

3. The parties agree to execute within 30 days of the execution of this Settlement Agreement a Collective Bargaining Agreement on the terms as agreed between the parties as attached.

4. The parties agree to the following to address the open issue regarding Call-Out Overtime:

"The parties agree to discuss in labor management meetings the distributions of emergency call-out overtime. The labor management meeting will convene within 75 days of the execution of this settlement agreement."

Implementation:

Any agreement reached by the parties will be in effect for the period of the collective bargaining agreement resolved because of this Settlement Agreement, or 2021 through 2023, and that the issue may be a subject for bargaining in a successor collective bargaining agreement.

During this 75-day period for Labor – Management meetings the parties agree to use the services of SERB mediator Ken Hickey if the parties do not reach agreement on the issue of Call-Out overtime.

If agreement is not reached on the Call-Out Overtime issue at the end of the 75 day period, the parties agree to submit the issue to binding arbitration to an arbitrator mutually selected by the parties or from a list provided by SERB if the parties are not able to make a mutual selection.

5. Wage scale for the 2021 -2023 Collective Bargaining Agreement will be as attached wage scale dated 11-3-2021.

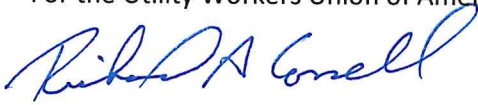
Canfield City and UWUA Settlement Agreement
State Employment Relations Board
November 3, 2021

In addition to the wage scale, all employees will receive a \$500 lump sum payment to be made within 30 days of execution of the collective bargaining agreement.

In addition, employees will receive the \$325.00 clothing allowance differential.

6. The City agrees to meet and negotiate with the Union regarding sections 300 and 400 of the City Honors System Manual.

For the Utility Workers Union of America



11-3-2021

Date

For the City of Canfield



11/3/21

Date

Version 3

WAGE SCALE FOR UWUA CONTRACT
11/3/2021

Classification	1/1/2021	1/1/2022	1/1/2023
Laborer	\$ 26.46	\$ 26.99	\$ 27.39
Laborer w/Class I Water Distribution	\$ 27.21	\$ 27.75	\$ 28.17
Laborer w/Class I Wastewater Collection	\$ 27.21	\$ 27.75	\$ 28.17
Laborer w/ Class I Water & Class I Wastewater	\$ 28.21	\$ 28.77	\$ 29.21
		2.0%	1.5%

Employee	Current Rate of Pay	Escalation to 85% Progression Step	License Obtainment Incentive		Backflow Certification	Effective Rate of Pay (1/1/21)	Pay Increase (2021) vs. Current
			\$0.75	\$1.75			
Jim Fox	\$21.42	\$1.07				\$22.49	5%
William Hunter	\$26.46					\$26.46	0%
Dean Maggs	\$26.46					\$26.46	0%
Tim Long	\$26.46		\$0.75		\$0.50	\$27.71	5%
Jim Kagarise	\$21.42	\$1.07				\$22.49	5%
Mark Mook	\$26.46		\$0.75			\$27.21	3%

\$55,036.80		1%		75%	80%	85%	90%	100%
Employee	Payment Amount	Anniversary Date	12 Months	24 Months	36 months	48 months	60 months	
Jim Fox	\$ 500.00	9/27/2017	9/27/2018	9/27/2019	9/26/2020	9/26/2021	9/26/2022	
William Hunter	\$ 500.00							
Dean Maggs	\$ 500.00							
Tim Long	\$ 500.00							
Jim Kagarise	\$ 500.00	7/16/2018	7/16/2019	7/15/2020	7/15/2021	7/15/2022	7/15/2023	
Mark Mook	\$ 500.00							

Upon the execution of this agreement all Bargaining Unit employees shall receive a one-time signing bonus of \$500.00 to be paid by separate check.

Employee	Date	Per hour Wage
Jim Fox	1/1/2021	22.49
Jim Fox	9/26/2021	23.81
Jim Kagarise	1/1/2021	22.49

Employees James Fox and James Kagarise shall be elevated to 85% of the appropriate classification effective January 1, 2021, and shall progress through the remaining steps on their appropriate anniversary from their date of hire.

WV
RAC

WC
RAC

**AGREEMENT BETWEEN THE
CITY OF CANFIELD**

AND

**UTILITY WORKERS OF AMERICA,
AFL-CIO**

**Effective Date of _____ through 12/31/2023
SERB Case #2020-MED-09-1062**

Tentatively Agreed to Articles

Preamble/Purpose	(Article 1)	Pg. 3 – TA on 05/27/20
Union Recognition	(Article 2)	Pg. 4 – TA on 11/19/20
No Strike/No Lockout	(Article 3)	Pg. 5 – TA on 05/27/20
Dues Deduction	(Article 4)	Pg. 6 – TA on 05/27/20
Union Responsibilities	(Article 5)	Pg. 8 – TA on 06/16/20
Union Representation	(Article 6)	Pg. 9 – TA on 06/16/20
Purpose for Negotiations & Contract Construction	(Article 8)	Pg. 11 – TA on 02/25/20
Management Rights	(Article 9)	Pg. 12 – TA on 11/19/20
Work Rules and Regulations	(Article 10)	Pg. 14 – TA on 08/06/20
Corrective Action	(Article 12)	Pg. 15 – TA on 05/27/20
Grievance Procedure	(Article 13)	Pg. 16 – TA on 05/28/20
Probationary Periods	(Article 14)	Pg. 19 – TA on 11/19/20
Vacations	(Article 20)	Pg. 20 – TA on 06/24/20
Holidays	(Article 21)	Pg. 21 – TA on 05/27/20
Paid Leave	(Article 22)	Pg. 22 – TA on 06/24/20
Medical Examinations/Disability Separation	(Article 24)	Pg. 24 – TA on 05/27/20
Labor/Management Meetings	(Article 27)	Pg. 25 – TA on 05/27/20
Waiver in case of emergency	(Article 29)	Pg. 26 – TA on 05/27/20
Commercial Driver's License, Insurability	(Article 30)	Pg. 27 – TA on 06/16/20
Insurance	(Article TBD)	Pg. 28 – TA on 07/21/20

City of Canfield – UWUA CBA 11.03.2021

1	Layoffs	(Article TBD)	Pg. 29 – TA on 07/21/20
2	Employee Rights	(Article TBD)	Pg. 30 – TA on 07/21/20
3	Working Conditions	(Article TBD)	Pg. 31 – TA on 08/20/20
4	Clothing Allowance	(Article TBD)	Pg. 32 – TA on 11/19/20
5	Hours of Work/Overtime	(Article 16)	Pg. 33 –TA on 6/16/21
6	Compensation	(Article TBD)	Pg. 35 –
7	Term of the Agreement	(Article 31)	Pg. 36 –
8			
9			

10 ***Page numbers & Article #'s to be revised in Final Contract and numbered sequentially.***

11

ARTICLE 1
PREAMBLE/PURPOSE

Section 1.1. Purpose. The City of Canfield, hereinafter referred to as the “Employer,” and the Utility Workers of America, and its Local 425 hereinafter referred to as the “Union,” enter into the following Agreement for the wages, hours, terms and other conditions of employment as specifically included in this Agreement for the employees in the bargaining unit.

Section 1.2 Definitions. The following definitions apply when the terms are used in this Agreement.

Day - “Day” shall mean a calendar day unless specified otherwise.

Seniority - “Seniority” shall be interpreted to mean and be computed on the basis of continuous full time service with the Employer in a bargaining unit classification.

Date Tentatively Agreed: 5/27/2020

ARTICLE 2
UNION RECOGNITION

Section 2.1. Bargaining Unit and Exclusions. The following is the bargaining unit as certified in SERB Case 2018-REP-12-0124:

Included: All full and part-time employees in the positions in the classification of Public Works Laborer

Excluded: Supervisory, Professional, seasonal and any others excluded by the Act.

FOR THE UNION:

FOR THE EMPLOYER:

Date: Tentatively Agreed: _____

11/19/20 **TA - mediation**

ARTICLE 3
NO STRIKE/NO LOCKOUT

Section 3.1. No Strike. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to

provide for uninterrupted services to the citizens of the City of Canfield for the life of this Agreement.

The Union agrees that neither it, its officers, agents, representatives, or members, will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members.

When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Additionally, the Employer shall have the option of seeking any appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

Section 3.2. No Lockout. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union for the life of this agreement.

Date Tentatively Agreed: 5/27/2020

ARTICLE 4 DUES DEDUCTIONS

Section 4.1 Dues/Fees Deduction The Employer agrees to deduct from the wages of any employee, who is a member of the Union, membership dues, initiation fees, re-initiation fees, and/or uniformly levied assessments. The Union will notify in writing, the City Manager annually each January of the dues it charges and its current membership. The Union will update membership information as needed. Employees shall submit to the City the Union designated form for dues/fees deductions. A one month advance notice must be given to the payroll clerk prior to any change in dues deductions. All dues collected shall be submitted to the Secretary Treasurer of the UWUA Local 425 in twenty-four (24) equal installments to the person designated in writing by the Union.

The Employer shall be relieved from making individual dues/fees deduction payments to the Union when a member:

- (1) resigns or is separated from Employer employment;
- (2) is laid off from Employer employment;
- (3) provides written revocation of dues deduction authorization submitted by the employee to the Employer;
- (4) is on an unpaid leave of absence when the dues deduction would otherwise be due;
- (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that all member's

1 dues shall thereafter be deducted in the first available pay period in which the member has
2 sufficient wages to make the dues deduction in addition to all legally required deductions; and
3 (6) when the employee is no longer a member of the bargaining unit.
4

5 **Section 4.2 Error in Deduction** It is agreed that neither the bargaining unit member nor the
6 Union shall have a claim against the Employer for errors in the processing of deductions unless a
7 claim of error is made to the Employer in writing within thirty (30) days after the date such an
8 error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the
9 next pay period that dues would normally be deducted.
10

11 **Section 4.3 Indemnification** It is specifically agreed that the Employer assumes no obligation,
12 financial or otherwise, arising out of provisions of this Article. The Union hereby agrees that it
13 will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any
14 employee arising from deductions made pursuant to this Agreement. Once the funds are remitted
15 to the Union, their disposition thereafter shall be the sole and exclusive obligation and
16 responsibility of the Union. The parties agree and understand that if an employee(s) files an
17 action(s) against the Employer and/or Union regarding the deductions made under this Article, the
18 deductions for those employees shall cease immediately until disposition is determined.
19

20 In the event an action, claim or proceeding is filed or commenced regarding any fees, assessments
21 or dues deducted pursuant to this Article, the Union agrees it shall compensate or reimburse the
22 Employer all its costs, fees, and attorney fees the Employer incurs arising from such administrative
23 personnel of the Employer, including attorney's fees, involved in defending or responding to
24 claims, actions, etc., regarding dues, fees, etc., the Employer collected on behalf of the Union by
25 the Employer.
26

27 **Date Tentatively Agreed: 5/27/2020**
28

29 **ARTICLE 5** 30 **UNION RESPONSIBILITIES** 31

32 **Section 5.1. Duty of Fair Representation.** The Union recognizes its responsibility as bargaining
33 agent and agrees to equally represent all employees in the bargaining unit without discrimination,
34 interference, restraint, or coercion.
35

36 **Section 5.2. Non-interference.** The Union agrees not to interfere with the rights of
37 employees to not become members of the Union, and there shall be no discrimination, interference,
38 restraint, or coercion by the Union or its representatives against any employee exercising the right
39 to abstain from membership in the Union or involvement in Union activities. Employer agrees not
40 to coerce or discriminate against anyone choosing to join the Union.
41

42 **Section 5.3. Compliance with ADA.** The Employer and Union agree to comply with the
43 Americans with Disabilities Act (ADA). In the event an employee requests reasonable
44 accommodation to a disability covered by the ADA, the Union and Employer shall immediately
45 meet to discuss possible accommodations which do not create a hardship on the City. In the event
46 the Union and City Manager cannot agree on an accommodation, the Employer shall take any

action he deems necessary and/or required under the law to comply with his duty to provide reasonable accommodation.

Section 5.4. Employee Conduct Expected. The Employer and the Union will not tolerate conduct by any employee which harasses, disrupts, or interferes with others work performance or which creates an intimidating, offensive, disruptive, or hostile work environment. Inappropriate conduct may be the basis for discipline.

Date Tentatively Agreed: 6/16/2020

ARTICLE 6 UNION REPRESENTATION

Section 6.1. Staff Representatives. The Employer agrees to admit one (1) Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative may be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein. Normally, advance notice of such staff representative visits will be provided to the Employer.

Section 6.2. Steward. The Employer shall recognize one (1) Division Chairman and one (1) employee to act as Union steward for the purpose of processing grievances in accordance with the grievance procedure.

Section 6.3. List of Steward and Officers. Within thirty (30) calendar days following the execution of this Agreement and annually in January, the Union shall provide to the Employer an official roster of the local's officers, steward, and staff representatives and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Union office held.

Thereafter, any changes to the official roster shall be forwarded to the Employer within two (2) weeks of the date of the change.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 6.4. Non-Work Activities. The investigation and writing of grievances shall be done on non-work time, unless prior approval is granted by Public Works Superintendent. In the event a Division Chairman or Union Steward's presence is requested or required in a meeting involving discipline, or a situation requires investigation during normal work hours the time shall be kept to a minimum; the Public Works Superintendent shall have the right to order employee(s) back to work. If such meeting is scheduled during regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

In the event a grievance hearing, including arbitration, is scheduled during the grievant's regular duty hours, the grievant shall not suffer any loss of pay while attending the hearing.

Section 6.5. Rules for Union Representation. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work areas without securing permission from the Employer.
- C. The Union employee official shall cease Union activities immediately upon the request of the supervisor of the area or City Manager or Designee where the Union activity is being conducted or upon the request of the employee's immediate supervisor.

Date Tentatively Agreed: 6/16/2020

ARTICLE 8

PURPOSE FOR NEGOTIATIONS AND CONTRACT CONSTRUCTION

Section 8.1 Purpose for Negotiations The Employer and the Union agree that negotiations for this Agreement had, as its purpose, the following:

- A. To achieve and maintain a satisfactory and stabilized Employer-Employee relationship and improve work performance by Employees;
- B. To provide for the peaceful and equitable adjustment of differences which may arise;
- C. To attract and retain qualified employees;
- D. To insure the right of every employee to fair and impartial treatment; and
- E. To establish responsibilities of employees and assurances of performances by employees.

Section 8.2 Waiver, Conformity to Law, and Amendment The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement and is also a waiver of the topics and issues addressed or included in this Agreement.. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments and modifications of this Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and Employer.

Section 8.3 Application of Civil Service Law Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, civil service laws contained in Revised Code Chapter 124, sections 124.01 through 124.56 and any other matter referenced in this Agreement shall not apply to employees in the bargaining unit. It is expressly understood that the and the Civil Service Commission shall have no authority or jurisdiction as it relates to any issue or matter addressed in this Agreement or to employees in the bargaining unit.

Section 8.4 Grammar/Gender Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

Date Tentatively Agreed: 02/25/2020

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 General Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage its operations. The rights of the Employer shall include, but not be limited to his rights to establish, change or abolish policies, practices, rules or procedures for the conduct of operations, its employees and its service to the citizens of the County, consistent with the provisions of this Agreement.

Section 9.2 Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall; and determine the number and types of employees required.
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for cause, or transfer, assign, schedule, or retain employees and to lay off employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the Office as a unit of government;
- H. Effectively manage the work force;

- I. Take actions to carry out the mission of the Office as a governmental unit;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. The right to maintain the security of records and other pertinent information;
- M. The right to determine and implement necessary actions in emergency situations;
- N. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- O. The right to determine the Employer's goals, objectives, programs and services, and to utilize personnel in a manner designated to effectively meet these purposes.

Section 9.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

Section 9.4 Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

No prior agreement, understanding or past practice shall be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union. No alteration, variation, waiver or modification of any of the terms or conditions or covenants contained in this Agreement shall be made by any employee or group of employees with the City and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and same has been agreed to by the Union.

NOTES:

2/26/20 *Original City proposal*
5/27/20 *Discussion regarding various sections (UWUA to provide feedback)*
6/23/20 *City included in package deal from 06/23/20*
6/24/20 *Redline revisions notate changes made per UWUA Request*
7/21/20 *Feedback received on 6/24/20 incorporated into revision 08.06.20*
8/6/20 *City included as package proposal from 08/06/20*
11/19/20 ***TA -Mediation – as is***

ARTICLE 10

WORK RULES AND REGULATIONS

Section 10.1. Rules by Employer. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures, consistent with the Employer's statutory authority to regulate the conduct of employees, and the conduct of the Employer's services and programs.

While all parties agree and understand that not all standards for conduct are or should be reduced to writing, the Employer agrees that existing work rules shall be made available to all members.

Section 10.2 Notice to Union When the Employer issues new rules or policies The Union shall be given a seven (7) calendar day notice. If the Union request the City will meet to discuss the work rule or policy.

Section 10.3 Employee Responsibility. This Article shall not be interpreted in any manner so as to relieve an employee of his responsibilities to follow normal and customary rules of good and safe conduct and performance regardless of whether or not there exist rules, policies, and procedures.

Date Tentatively Agreed: 08/06/2020

ARTICLE 12

CORRECTIVE ACTION

Section 12.1 Good Behavior The tenure of every employee shall be during good behavior and efficient service. No employee shall be disciplined except for cause.

Section 12.2 Exclusive Appeal The City Civil Service Commission shall be the sole and exclusive procedure for appealing any disciplinary action.

Section 12.3 Methods of Discipline In determining the penalty for any offense, the Employer shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. The level of discipline shall be commensurate with the infraction and may be advanced discipline on the initial infraction, up to and including removal. The Employer may place an employee on administrative leave while investigating a disciplinary matter.

Section 12.4 Predisciplinary Meetings In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Employer, or his designee, shall be arranged. The employee may have a union steward or a union official present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or union official. The employee may waive, in writing, the pre-disciplinary conference.

Section 12.6 Appeals of Discipline Probationary period employees have no right to appeal discipline. Non-probationary employees may appeal to the Civil Service Commission suspensions of more than 3 days, demotions, and discharge as provided in the grievance procedure. Appeals are to be filed pursuant to the rules of the Civil Service Commission.

Section 12.7. Private Process. The Parties agree that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Date Tentatively Agreed: 5/27/2020

ARTICLE 13 GRIEVANCE PROCEDURE

Section 13.1. Definitions The term “grievance” shall mean an allegation by a bargaining unit employee(s) or the Union that there has been a breach, misinterpretation, or improper application of the specific terms of this Agreement.

This grievance procedure may not be used to effect changes in the provisions of this Agreement.

Section 13.2. Grievant, Group Grievances. A grievance may be brought by any bargaining unit employee or the Union. Grievances that affect more than one (1) employee may be filed as a group grievance. Where a group of bargaining unit employees or the Union desire to file a grievance involving a situation affecting each employee, one (1) employee selected by the Union will process the grievance.

Section 13.3. Grievance Form and Required Information. The written grievance shall contain the following information:

- a. aggrieved employee’s name(s);
- b. aggrieved employee’s classification;
- c. aggrieved employee’s supervisor;
- d. date and time of incident giving rise to grievance;
- e. date grievance was filed in writing;
- f. articles/sections of Agreement allegedly violated;
- g. brief statement of the facts involved; and
- h. requested remedy to resolve grievance.

Section 13.4. Presentation of Grievances, Advancement. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance not presented at step one of the grievance procedure within the prescribed time limits shall be considered untimely. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of management’s answer at the last completed step. The Union may withdraw a grievance at any point of the procedure by submitting, in writing, a statement to the Employer to that effect. The time limits for filing and appealing grievances is mandatory unless a mutual extension is agreed to in writing.

Section 13.5. Grievance Procedure Steps. Each grievance shall be process in the following manner:

An employee having a grievance will first bring the grievance within seven (7) days of the date of the incident giving rise to the grievance.

Step 1 Public Works Superintendent. The employee shall reduce the grievance to writing, and present the grievance to the Public Works Superintendent. The Public Works Superintendent or his designee shall have seven (7) days in which to schedule a meeting with the aggrieved employee and the Union Steward or Union Representative. The Public Works Superintendent or his designee shall investigate the matter and shall respond to the grievant and Union President with a written answer within seven (7) days following the meeting.

Step 2 – City Manager If the employee is not satisfied with the resolution at step 1 the employee may within seven (7) days following receipt of the step 1 decision present the grievance to the City Manager. The City Manager or his designee shall have seven (7) days in which to schedule a meeting with the aggrieved employee and the Union Steward or Union Representative. The City Manager or his designee shall investigate the matter and shall respond to the grievant and Union President with a written answer within seven (7) days following the meeting.

Step 3 – Arbitration If the grievance is not satisfactorily settled in Step 1, the Union may submit the grievance to arbitration with written notice to the Employer within seven (7) days of the receipt of the written answer at Step 2. If no answer is provided at Step 1 then the submission for arbitration must be filed with the Employer within 14 days following the date the Union filed the grievance at step 1.

Either party may request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators from within Ohio or adjacent states after notice has been given as provided above. In the event the Employer is not notified, or the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply.

Selection of Arbitrator Upon receipt of the list of seven (7) arbitrators, the parties shall meet or converse by telephone to select an arbitrator within fourteen (14) days from the date the list is received. Once the arbitrator has been selected and notice of the selection has been forwarded to the FMCS, the parties will have sixty (60) calendar days following to contact the arbitrator and schedule the hearing. The parties may mutually select an arbitrator.

Striking from Arbitrator List. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by FMCS. The Union shall be the first to strike a name from the list, and then the Employer or his designee shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject one (1) list of names provided by the FMCS and request another list.

Arbitrator decision timely. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter.

Parameters of Authority of Arbitrator.

The arbitrator shall limit his decision strictly to the breach, misinterpretation, or improper application of the specific terms of this Agreement. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein arriving at his determination on any issue presented that is proper within the limitations expressed herein.

The arbitrator shall expressly confine himself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall not have authority to recommend any right or relief on an alleged grievance occurring only during the contract period in which such right originated, and is without authority to make any award based on rights arising under the period of any previous or subsequent Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

Cost of Arbitrator. All costs directly related to the services of the arbitrator shall be Shared equally amongst both parties.

Witnesses. Expense of any non-employee witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 13.6. Grievant Representing Himself, Grievance Meetings, Witnesses at Hearing.

When an employee covered by this Agreement represents himself in a grievance, no settlement shall be in conflict with any provisions of this Agreement. It is understood that bargaining unit employees have the right to present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and as long as the Union has the opportunity to be present at the adjustment. Otherwise, an employee may choose one (1) employee Union Representative to accompany him in grievance meetings.

Section 13.7 Representative in Grievance Meeting. In addition to the employee Union Representative in attendance at grievance meetings, the grievant may have one (1) non-employee Union Representative present. For purposes of this section, should grievance meetings be held during normal work hours/shift, the applicable employee Union Representative and the grievant shall not suffer any loss of their normal straight time hourly rate of pay.

Date Tentatively Agreed: 5/28/2020

**ARTICLE 14
PROBATIONARY PERIODS**

Section 14.1. New Hired Employees Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one year. Newly hired probationary employees may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 14.2 Required Licenses Licenses or certifications required for positions shall Include

1. Class B CDL with tanker and air brake endorsement

CDL with endorsements must be obtained within 6 months of probationary period

Section 14.3 Costs and Expenses

The City shall pay the cost of study materials and fee of examination for each required license. Employees shall be granted time off during normal work hours with pay to take examinations for the required for licenses or required in person training, additionally city will reimburse additional examination fee upon passing examination for the required licenses. This means that if an employee fails the 1st examination for a required license, the city bears that examination fee, for any subsequent examinations for required license the city will only reimburse the examination fee of the successful passing examination.

11/19/20 TA – Mediation

ARTICLE 20 VACATIONS

Section 1 Employees shall be entitled to take vacation after completion of ninety (90) calendar days from date employee first receives compensation. Employees shall accumulate vacation days at the following rates: If the employee is in full pay status for at least twenty (20) days during such month

Years of Service - After	Accumulation Rate per month
1 month through 3 years	5/6 of a day per month
4 years through 5 years	1 day per month
6 years though 10 years	1 1/4 day per month
11 years through 15 years	1 1/2 days per month
16 years through 20 years	1 3/4 days per month
21 years through 25 years	2 days per month
26 years and more	2 1/2 days per month

In the event that the City implements a different payroll system, leave amounts will be

converted to an equivalent amount, eg. 10 days = 80 hours.

Each non-probationary Employee shall take at least five (5) days vacation per year and may accumulate a maximum number of twenty-five (25) days. It is the responsibility of the Employee to plan ahead and “use or lose” the vacation time.

Section 2. Earned vacation shall be calculated and reported to Employees each pay period.

Section 3. Vacation time shall be taken at a time approved of by the City Manager or designee. Vacation time off should not be scheduled for Independence Day celebration.

Date Tentatively Agreed: 6/24/20

ARTICLE 21 HOLIDAYS

Section 21.1. Holidays. All employees shall receive time off with full pay for the following 10 holidays:

- | | |
|---------------------------|----------------------------------|
| 1. New Year’s Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Veterans’ Day |
| 3. Presidents’ Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Friday after Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |
| | 11. Good Friday |
| | 12. Christmas Eve |

Section 21.2. Observance of Holidays. Holidays falling on a Sunday shall be observed on the following Monday. Holidays falling on a Saturday shall be observed on the preceding Friday.

Section 21.3. Pay for Holidays. Full-time bargaining unit employees shall receive eight (8) hours of holiday pay whether or not they work on a holiday.

Section 21.4. Work on Holiday. Employees who work on a holiday shall be compensated at one and one-half (1 1/2) times their normal hourly rate of pay for all hours worked on the holiday, in addition to receiving their automatic holiday pay.

Section 21.5. Holidays During Leave. If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw normal pay and shall not be charged for sick leave or vacation for the holiday.

Section 21.6. Holidays on Unpaid Leave. An employee on unpaid leave of absence shall not receive payment for a holiday.

Date Tentatively Agreed: 5/27/2020

**ARTICLE 22
PAID LEAVE**

Section 22.1 Sick Leave Use and Reasons. Sick leave is a benefit of employment. Employees may use sick leave upon approval of the City Manager or his/her designee and may use sick leave segments of one (1) 8 hour day, unless prior approval is granted.

Sick leave shall be defined as an absence with pay necessitated by:

- (1) illness or injury to the employee or his/her “immediate family” as defined in subsection 22.3 below;
- (2) exposure by the employee to a contagious disease communicable to other employees;
- (3) serious illness, injury, childbirth by the employee or the employee’s spouse; or
- (4) medical, dental and optical examinations or treatment which prevents the employee from performing his/her assigned duties.

Section 22.2 Sick Leave Accrual and Maximum Accumulation. All full time employees shall earn sick leave at the rate of five (5) hours per pay or ten (10) hours per month or one and one-quarter (1-1/4) days per month and may accumulate such sick leave to a maximum of 2000 hours or two hundred fifty (250) work days; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such monthly period.

Section 22.3 Immediate Family Defined. When the use of sick leave is due to illness or injury in the immediate family, “immediate family” shall be defined to only include the employee’s spouse, children or parents.

Section 22.4 Conversion of Sick Leave Upon Death or Retirement of Employee. Upon the death of an Employee who has at least five (5) years of continuous full-time service, or upon the retirement of a full-time employee who has at least ten (10) years of continuous service with the City of Canfield, such employee shall be entitled to receive a cash payment equal to their hourly rate of pay at the time of retirement multiplied by one fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Deputy Finance Director, providing that such resulting number of hours to be paid shall not exceed five hundred (500) hours.

Section 22.5 Transfer Within City. The accumulated sick leave hours of an employee who transfers from one department to another will not be impacted because of his/her transfer.

Section 22.6 Sick Leave Form and Medical Excuse. The City Manager may require an employee to furnish a satisfactory medical excuse, in writing, for absences of three (3) days or greater, that indicates that the absence was the result of one or more of the incidents described in Section 22.1. Any abuse of sick leave shall be just and sufficient cause for discipline as may be determined by the City Manager or his designee.

Section 22.7 Sick Leave Bonus A sick day bonus of six (6) hours of pay per quarter (defined in table below) will be paid on May 30th for the first half and November 30th for the second half of each year to those full time employees who have taken no sick days in the respective quarter. Each quarter will be evaluated independently for use of sick time. For example, if an employee uses sick leave in the first quarter and no sick leave in the second quarter, they will receive a bonus of six (6) hours of pay on May 30th. Payment will be made by separate check.

Quarter	Begin Date	End Date
1	November 16	February 15
2	February 16	May 15
3	May 16	August 15
4	August 16	November 15

Section 22.8 Personal Days Each full time City employee shall be granted two (2) Personal Days per calendar year. Personal days must be scheduled with advance approval of the City Manager of his Designee. Personal Days must be taken (or lost) by May 30th of the succeeding year.

Section 22.9 Funeral Leave A full time employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. Immediate family for funeral leave shall be defined to only include the employee's mother, father, spouse, former spouse, child, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren. The employee may request up to a maximum of four (4) work days for each death in the immediate family.

An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) one (1) day to attend the funeral of an employee's aunt, uncle, niece, nephew, or other relative living in your household under your care.

Section 22.10 Jury Duty Any Employee who is called for jury duty, either, Federal, County or Municipal, shall be paid his or her regular salary.

Date Tentatively Agreed: 6/24/20

ARTICLE 24

MEDICAL EXAMINATIONS/DISABILITY SEPARATION

Section 24.1 Examinations. Examinations of employees to determine their ability to perform the material and substantial duties and essential functions of their position and assignment may be required of employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires.

If, at any time, the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the material and substantial duties and/or the essential functions of the employee's position, or that the employee poses a threat to the employee or others, the Employer may require the employee to submit to a medical, psychiatric, or

psychological fitness for duty examination. Such examination shall be conducted by a licensed health care professional or psychologist selected by the Employer and the Employer shall bear the cost.

At the time of disability separation, the employee will, pursuant to the terms of this Agreement, be paid their accumulated, unused balance of vacation leave.

Section 24.2 Disability Separation and Appeal. Notwithstanding the provisions of this Article or any other provisions of this Agreement, an employee may be disability separated at the time it is determined the employee is unable to perform the material and substantial duties and/or the essential functions of their position.

An involuntary disability separation may be appealed beginning at step 1 of the grievance procedure. The standard for an arbitrator is inability to perform the essential functions of the position, not just cause. Disability separation is not considered disciplinary.

Date Tentatively Agreed: 5/27/2020

ARTICLE 27 LABOR/MANAGEMENT MEETINGS

Section 27.1. Committee. In the interest of effective communications, either party may at any time request a Labor/Management meeting. Such request shall be made in writing and be presented to the other party. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor/Management meeting shall be scheduled within ten (10) days of the date the request is received, but no more frequently than quarterly, unless both parties agree to meet more frequently.

Section 27.2. Scope of Topics. The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency;
- E. To discuss health and safety-related matters.

Section 27.3. Attendance. Employee representatives in attendance at these meeting(s) shall suffer no loss of wages if said meeting is held during their normal working hours. It is understood there shall be no more than two (2) Union representatives in attendance and no more than two (2) Employer representatives in attendance at these meeting(s).

Date Tentatively Agreed: 5/27/2020

ARTICLE 29

WAIVER IN CASE OF EMERGENCY

Section 29.1. Emergency. In case of any emergency declared by the President of the United States, the Governor of the State of Ohio, the County Commissioners, the Sheriff, or the Federal or State Legislature, such as acts of God, the following conditions of this Agreement may automatically be suspended.

A. Time limits for Management or the Union's replies on grievances; and

B. All work rules, agreement and/or practices relating to the assignment of all employees.

The City will make reasonable efforts to notify the Union in the event this emergency provision is invoked.

Section 29.2. Termination of Emergency. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

Section 29.3. Emergency Defined. "Emergency" shall be defined as any natural phenomenon or act of man which creates a condition of emergency beyond the capability of the affect local government to control and resolve, utilizing its locally available forces and resources, and any imminent threat of widespread or severe damage, personal injury and hardship, or loss of life and property resulting from any natural phenomenon or act of man.

Date Tentatively Agreed: 5/27/2020

ARTICLE 30

COMMERCIAL DRIVER'S LICENSE, INSURABILITY

Section 30.1 Loss of CDL. If any employee loses, fails to obtain, or fails to maintain his Commercial Driver's License, he/she may be placed on layoff without bumping rights. An employee must re-obtain his CDL within forty-five (45) days, or 180 days if loss of CDL is due to medical disqualification from the date of layoff in order to retain rights of employment.

Section 30.2 Insurability. Loss of insurability under the City liability policy or significantly increased premium amounts for coverage for an employee will be sufficient basis for discharge.

Date Tentatively Agreed: 6/16/2020

**ARTICLE XX
INSURANCE**

Section X.X Health Insurance The City shall provide healthcare coverage to all employees. This coverage is to include medical, prescription, vision and dental coverage.

The Employee shall contribute 12% of total cost of the plan for medical and prescription drug coverage. Employee contributions shall be by payroll deduction using the pretax method and done bi-monthly. The City shall pay the full cost of vision and dental plans.

Section X.X Life Insurance The City shall pay the full premium for all full time employees for a convertible term life insurance policy in the face value of Thirty-Five Thousand Dollars (\$35,000).

Section X.X Healthcare Committee The City shall permit one employee from the bargaining unit to participate in the City's healthcare committee. The City and the Union recognize that participation in the committee is intended to provide information to the membership about how the plan works and through participation will be involved in determination of coverage levels is an effort to help contain costs, keep the plan viable and provide feedback to the bargaining committee.

Date Tentatively Agreed: 7/21/20

**ARTICLE XX
LAYOFFS**

Section X.X Layoffs In the event of a layoff situation, members of the bargaining units will be laid off in accordance with their departmental seniority (last hired, first laid off)

A member of a bargaining unit who is laid off shall be subject to recall from layoff for a period of three (3) years. A recall from layoff will be based upon department seniority (last laid off, first recalled).

Before any full-time employee may be laid off, all part-time Employees will be first laid off.

Date Tentatively Agreed: 7/21/20

**ARTICLE XX
EMPLOYEE RIGHTS**

Section X.1 Union representative An employee has the right to the presence and advice of a Union representative at all investigatory or disciplinary meetings.

Section X.2 Investigation/Discipline All investigatory or disciplinary meetings shall occur during normal working hours to ensure there is union representation available.

Section X.3 Personnel File An employee may request an opportunity to review their own personnel file, add memoranda to the file clarifying any documents contained in the file and may have a Union representative present when reviewing their own file. A request by the employee or their union representative for copies of items included in his or her file shall be honored. All items in the employee's file with regards to complaints and disciplinary action will be clearly marked with respect to the final disposition. Records of supervisory intervention, warning, written reprimand, suspension or reduction, provided there is no intervening discipline shall cease to have force and effect thirty-six (36) months from the date of issuance.

Section X.4 Copies of Agreement Copies of this agreement will be made available.

Date Tentatively Agreed: 7/21/20

ARTICLE ## WORKING CONDITIONS

Section #.1 Bulletin Boards. Reasonable space shall be provided on City bulletin boards in the Public Works Department, for the use of the Union in posting bulletins and notices for the attention of its members.

Section #.2 Personal Protective Equipment (PPE). The City and the Union agree to cooperate in placing in effect and maintaining safety rules and practices that will eliminate hazard and ensure safe working conditions at all times. The employer shall provide required personal protective equipment (PPE), which includes hard hats, safety glasses, hearing protection, gloves and safety vests.

Date Tentatively Agreed: 08/20/2020

ARTICLE ## CLOTHING ALLOWANCE

Section ##.1 Annual Allowance Every non-probationary employee shall be provided a boot and clothing allowance of \$600.00 annually paid by check in the month of October for the purchase of appropriate safety toe work boots and appropriate work clothing. The clothing shall include denim pants, short and long-sleeved shirts and florescent clothing. The City shall continue to provide appropriate work gloves, vests and rubber overshoes.

Section ##.2 New Hire Allowance The City shall expend at least \$600.00 to appropriately outfit a newly hired employee. If the newly hired employee does not fulfill the probationary period, the newly hired employee shall pay the City back the full amount expended to outfit the newly hired employee.

Section ##.3 Probationary Period Employee Prorated Annual Allowance Probationary period employees upon successful completion of their probationary period will receive a prorated amount of the uniform allowance from the first full month following date of hire forward to October. ~~That is~~ For example, an employee hired in April would receive six (6) months credit (1/2

payment) paid upon completion of their probationary period. For clarity purposes, the stated example is depicted in the table below [Mediation 11/19/2020]

<i>Example – [Mediation 11/19/2020]</i>			
Date	Event	Allowance Amount	Allowance Description
04/2021	Newly Hired Employee	Not less than \$600.00	City expends at least \$600.00 to outfit employee
10/2021	Annual Allowance Provided	N/A	Probationary New Hire not eligible for payment
04/2022	New Hire Successfully completes probationary period	\$300.00	Prorated Credit forward to October Payment (May – Oct = 6 months of prorated Uniform Allowance
10/2022	Annual Allowance Provided	\$600.00	Newly Hired Employee completed probationary period and is eligible for full annual clothing allowance

11/19/20 TA Mediation

ARTICLE 16 HOURS OF WORK/OVERTIME

Section 16.1. Normal Hours of Work. This Article is intended to define, subject to change, the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Notwithstanding the provisions of this Article, in the event an employee is called out or is scheduled to work at a time that abuts their normal starting time and works their scheduled work hours, the employee may, with the approval of the Employer, go home. Alternatively, the Employer may require the employee to remain on the job or the Employer may send the employee home depending on the workload requirements, weather conditions, and/or safety reasons based on adequate sleep and rest period concerns.

Section 16.2. Work Week. The work week for permanent full-time employees shall constitute forty (40) hours per week to be performed 12:00am Sunday to 11:59pm Saturday. The work week shall generally consist of five (5) consecutive scheduled work days. A work day shall generally be eight (8) hours in a twenty-four-hour period. When modifying the regular work schedule the Employer will provide at least seven (7) calendar day's notice in advance.

Section 16.3 **Lunch Period** Each Employee shall be permitted a one-half (1/2) hour unpaid lunch period during a regularly scheduled shift. Lunch periods shall not be taken adjacent to the beginning or ending of an employee's shift.

Section 16.4 **Rest Period** Each employee shall be permitted a fifteen (15) minute rest period during a regularly scheduled work day, to be taken either in the morning or afternoon. Rest periods shall not be taken adjacent to the beginning of a shift start time, lunch period, or end of a shift end time. Employee shall take rest period on site where task is being performed.

Section 16.5. Overtime Rate. All employees shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for all hours actually worked which exceed the regular scheduled hours for that day or forty (40) hours in one (1) work week. Paid days or time off during the work week shall not be counted as hours worked toward computing overtime.

Section 16.6 Call Out All off duty employees called into work shall be eligible for overtime compensation for any hours worked in excess the regular scheduled hours for that work day hours or for any hours worked in excess of forty (40) hours in one week. Carry over work directly following a regularly scheduled shift is not considered a call out. Call outs are categorized as follows:

1) **Call Out:** call out which are not adjacent to an employees' regularly scheduled shift will be compensated at one and one-half times their regular hourly rate of pay for hours worked, but in no case less than four hours regular rate of pay.

2) **Call Out Adjacent to the Start of Regularly Scheduled Shift:** call outs that are adjacent to the start of an employees' regularly scheduled shift will be compensated at a one and one-half times their regular hourly rate for hours worked prior to the start of their regularly scheduled shift.

ARTICLE ## COMPENSATION

Section #.1. Progression Steps The following shall be the progression rate for the position of Laborer

New Hire (% of appropriate classification)	72% of appropriate classification
Completion of 12 months of service	75% of appropriate classification
Completion of 24 months of service	80% of appropriate classification
Completion of 36 months of service*	85% of appropriate classification
Completion of 48 months of service	90% of appropriate classification
Completion of 60 months of service	100% of appropriate classification

*New Hire with a Class I Water Distribution or Class I Wastewater Collection License will start at 85% progression step and progress to the 90% rate after 12 months from date of hire, and to the 100% rate after 24 months from date of hire. This progression schedule shall also apply to a newly hired employee that obtains Class I Water Distribution or Class I Wastewater Collection License prior to the completion of their 36 months of service anniversary.

Section #.2 Compensation. Compensation will be determined by the wage scale below:

Classification	1/1/2021	1/1/2022	1/1/2023
Laborer	\$ 26.46	\$ 26.99	\$ 27.39
Laborer w/Class I Water Distribution*	\$ 27.21	\$ 27.75	\$ 28.17
Laborer/ w/Class I Wastewater Collection*	\$ 27.21	\$ 27.75	\$ 28.17
Laborer w/ Class I Water & Class I Wastewater **	\$ 28.21	\$ 28.77	\$ 29.21

*Class I Water Distribution License or Class I Wastewater Collection License = \$.75/hr. increase in pay over base rate for the Laborer classification.

**Class I Water Distribution License and Class I Wastewater Collection License = \$1.75/hr. increase in pay over base rate for the Laborer classification

Section #.3 Premium Pay Employees who receive the following license/certification will receive additional compensation as indicated below:

1. Backflow Certification \$0.50/hr.

ARTICLE 31 TERM OF AGREEMENT

Section 31.1. Term of Agreement, Notice to Negotiate. This collective bargaining agreement shall be effective upon its executions and shall continue through December 31, 2023, unless where specified otherwise, and unless either party gives written notice to the other party no earlier than one hundred and twenty (120) days prior to the expiration date nor later than sixty (60) days prior to the expiration date of the desire to terminate, modify, or negotiate a successor collective bargaining agreement.

Section 31.2. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within knowledge of either or both parties at the time they negotiated or signed this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union. All prior agreements, either oral or written, are hereby cancelled.

MINUTES
CANFIELD CITY COUNCIL
REGULAR MEETING
NOVEMBER 3, 2021-5:30 P.M.

The meeting was called to order by John Morvay, President of Council, followed by the Pledge of Allegiance. The Clerk called the roll to which a quorum responded as follows: Mr. Duffett, Mr. Morvay, Mr. Nacarato, Mr. Neff and Mr. Tieche.

Staff present: Christine Stack-Clayton, Finance Director; Charles Colucci, Chief of Police, Mike Cook, Zoning Inspector and John Rapp, Public Works Superintendent.

Under **PRESENTATIONS & PROCLAMATIONS:**

MR. DUFFETT: I have a special Proclamation this evening for Ms. Nancy Fingerhood. Can you come forward, please?

Whereas: the National Family Violence Law Center's mission is to bring together the domestic violence and child maltreatment fields, in order to more powerfully inform and influence legal policy and to better protect children subjected to adult or child victimization in their family ("family violence"); and

Whereas: the mission at One Mom's Battle is to increase awareness of high-conflict divorces and child custody battles, and their impact upon shared parenting; and

Whereas: One Mom's Battle works to educate family court professionals that it only takes one personality disordered parent to create a high-conflict divorce, and

Whereas: NFVLC will further its mission by procuring and deploying empirical research, articulating and advancing policy proposals, and engaging in selective litigation; and

Whereas: the NFVLC's mission is fueled by the desire for awareness and change in the family court system and to honor the 800(+) children who have been murdered by separating or divorcing parents.

Now, Therefore, I, Richard A. Duffett., Mayor of the City of Canfield, State of Ohio, do hereby declare the month of November as

“FAMILY COURT AWARENESS MONTH”

HEREUNTO SET MY HAND AND IN WITNESS THEREOF, I CAUSE THE
SEAL OF THE CITY OF CANFIELD TO BE AFFIXED.

Richard A. Duffett, Mayor

NANCY FINGERHOOD: Thank you, so much Mayor Duffett for bringing attention and awareness to this issue. We just want to protect children and help those who are in need. Thank you, so much.

MR. DUFFETT: Thank you for bringing it to our attention.

MR. MORVAY: Thank you, Mayor. Mike Kubitza.

MR. KUBITZA: Mike Kubitza, Commander of Canfield Post 177 American Legion, 262 Fairview. For about a year now, we've had a flagpole on the north end of the Green. We had a couple dedications set for it but with COVID we had to stop it and push it back. On Friday, November 12th at 11:30 A.M. we're going to have a formal dedication of the flagpole. I want to invite the citizens of the town, our council members, our Parks and Recreation Board who gave us the initial okay on the project and the citizens. Hopefully, everyone will come out. It's a nice project. I think it's going to make that end of the Green look really good. We're not going to stop with the flagpole. We have some further, the intention is to make it into a Veteran's Plaza. It will be a nice area for the city. Again, thank you. Chuck, will you pass that onto the Parks and Recreation Board. Thank you.

MR. MORVAY: I'm going to ask Mr. Nacarato to get us into Executive Session.

MR. NACARATO: Mr. President, I have a Motion to adjourn into Executive Session to:

1. Consider the appointment and demotion of public employees.
2. The sale of public property.
3. The eminent Court Action pursuant to ORC Section 121.22 (G) (1) (2) and (3).

I move for passage.

MR. TIECHE: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. MORVAY: We will come back and reconvene and go back in session.

Council convened into Executive Session at 5:36 P.M.

Council reconvened from Executive Session at 6:35 P.M.

Under **MINUTES**, the October 6, 2021 Regular Meeting Minutes were approved as presented. The October 13, 2021 Special Meeting Minutes were approved as presented and the October 20, 2021, Regular Meeting Minutes were approved as presented.

Under **READING OF COMMUNICATIONS:**

MR. TIECHE: I have none this evening.

MR. NEFF: I have none.

MR. DUFFETT: I have none

MR. NACARATO: I have none.

MR. MORVAY: I do. The Zoning Inspector, Mike Cook, 115 Hilltop. Is there anything you know about that situation? I've had neighbors contact me.

ZONING INSPECTOR: No one has contacted me on that property at all.

MR. MORVAY: Okay. We need to probably take a look at it. There is a tarp on the roof. It looks disheveled. I've had 3 neighbors there, approach me about it. Keep an eye on that.

MR. CALHOUN: Mr. Kubitza mentioned the flagpole dedication taking place on Friday, November 12th at 11:30 on the north end of the Village Green. We have a public forum for the Sawmill Creek Drainage Improvement Project that we're working on. It's going to take place on Wednesday, November 10th, from 5:00-6:30PM. The premise of that is, we've got sort of proposed upsizing the pipes and possible options for retention ponds, going through the Sawmill Creek that runs from where Briarcliff and Cardinal meets, all the way down to Glenview. Something we're going to share with the Parks Board next week is, we received some nice thank you notes from our Cub Scout Pack 25, that installed a pollinator garden at Greasel Park. They dug soil, amended the soil, and added native plants such as Aster, Coneflower, Ageratum, Cardinal Flower, Ohio Goldenrod, Bee Balm, and Milkweed. It's basically their scout project. They plant these and leave it undisturbed, it will be a pollinator garden at Greasel Park. We have a few thank you notes from the kids. I thought that was nice. We'll share it with Council and the Parks Board next week. That's all I have for communications.

Under **REPORTS OF COMMITTEES, BOARDS, MAYOR'S REPORT, CITY MANAGER, FINANCE DIRECTOR, CHIEF OF POLICE, ZONING INSPECTOR AND PUBLIC WORKS SUPERINTENDENT.**

MR. TIECHE: I have no report. I would call your attention to the fact that the Parks Board would have normally met yesterday but we changed that to the 9th, the following Tuesday.

MR. NEFF: Mike, we've changed our Planning & Zoning Meeting as well.

ZONING INSPECTOR: It's tomorrow.

MR. NEFF: Yeah, tomorrow.

MR. DUFFETT: I have the Mayor's Court Report for the month of October. Gross Collections, \$2,330.01. Total payouts \$58.00. Net Collections to the City of \$2,272.01.

MR. NACARATO: Design Review met last evening. We had a fence on the old agenda; which we revisited it and passed. A couple of other things that passed. We Tabled a new fence, barring getting more information and design for that fence. Other than that, everything went well.

MR. MORVAY: For the Fire District, first I would like to thank everybody for supporting the renewal yesterday. It did pass by 81%. We're going to be able to maintain the standards and the quality that we have at the Fire District. For October we had 229 calls, 101 of those were transports. There was 14 confirmed COVID transports. Even though they're up, they are actually down a little bit. Hopefully, that trend keeps happening. There was no fire loss. That's it for the Fire District.

PUBLIC WORKS SUPERINTENDENT: Crews are picking up leaves every day. Right now, we're getting through the town almost every day with both crews. As the leaves get heavy, bear with us, it might get down to once a week to get your leaves picked up. Right now, we're making it through on a daily basis. We just winterized the Greasel restroom today for all the Pickleballer's out there, that use those restrooms. The porta-john is still there but we will be taking the nets down tomorrow and putting them away for winter. I've talked to a couple of the Pickleball people and they gave me the blessing to do so. We're good to go. The salt dome is completed all except for the pad. We're waiting on the contractor. Hopefully, we can get that in within the next few weeks. That will be complete and ready to store some salt.

FINANCE DIRECTOR: This week I'm attending the Municipal Finance Officers Conference; it's being held online. I'll be starting to work on the projected revenues for 2022 and the temporary budget for next year. I'm also starting some prep work for year-end. It's coming fast.

ZONING INSPECTOR: For the month of October, we issued 19 permits for a total valuation of \$286,596.00. Forty-five W. Main Street is complete, the storage buildings are all up and he's open for operation there. He is renting the front building out to a nail salon, so that occupied. The building across the street at 476 has the front porch removed, they're going to put an addition on for a garage for All-Spec Heating. Stonebridge, they're planning on doing the street next week. They're putting down gravel, I just found out today, to get that road paved. Cocca's Development up the street has started their project. Thank you, everyone for the Election signs being removed promptly. Most of them are down in the city. I appreciate your help. Keep Canfield Canfield. Thank you, very much.

MR. TIECHE: With regard to paving. Do we watch that for temperature control?

ZONING INSPECTOR: Yes, Steve sent him a note this afternoon about it.

MR. TIECHE: Very good. Thank you.

MR. MORVAY: Chief, you have some good news for us, too.

CHIEF OF POLICE: Yes, I do. I know that our off-duty officers were out picking up signs, as soon as it got dark, so we didn't have any trouble with zoning. I will speak on behalf of the police department and on behalf of council and city government and our community, we really appreciate the passing of the police levy. We strive to do the best we can. I viewed it as, a real short-term gauge of how we are doing. The type of job we are doing. To see that number of 75%, give or take, was great. We don't take that for granted by any means. There is still 25% more room to improve. We could lose that support with one bad decision or one bad move. We will be very responsible with the monies generated. We're going to do what we always said we're going to do. We're not going to hide what we do. We'll put it out there. We look forward to continue serving this community. It's not just my philosophy, it's everyone that works at the police department, it's important for us to make sure we keep our finger on the pulse of the community and know what our community wants and expects. We'll continue to work hard on the speed. We'll continue to work hard on the speedway on Glenview and try to get that reduced a little bit. I know that speed is a number one concern. I just feel like, over the last 5 or 10 years, there has always been a strong culture here, in the police department working together with the community. We want to make that better. We'll continue to do what it takes to make it better. It's a team effort. The events on the Green, we're going to continue to utilize the Green as a way to work together with our community and get to know more people, network a little bit better. One of my critiques of myself was something that's hard to do but I remember when Joe LoCicero was a Council Member, we talked a lot about, we don't let everybody know what we do, and we could do a better job of getting the word out. How we do it and why we do it. Part of that is, just trying to stay humble about the whole situation. I'm really proud to say, that I feel like our group, the police department and the community work very well. There is a good relationship there. We're going to do everything we can to make it better. Our email, phone lines are always open. If there are any suggestions. I thank the community for supporting us. We'll do everything we can not to let you down. We'll be very prudent, we'll do what's best with the money. I said from the beginning, I hope in 5 years, we're not asking for another levy. Hopefully, there is money generated through economic development, where we can go back to the way it was before the levy and save you some money. We respect your hard-earned dollars. We truly do. I love working for the community and the people we serve. I've hired most of them but I feel like we've got a great group of officers and dispatchers. We're here for you and the relationship with the fire department and the police department has never been better and our schools. A lot of good things. Looking forward to move forward together with city government and the community. Thank you.

MR. MORVAY: Our City Clerk, Patty Bernat.

CLERK: Most of my time, since the last council meeting has been spent working on minutes. (Laughter).

MR. CALHOUN: Patty, verbatim dictates all the meeting minutes we have. Every November ballot issue meeting, every, she's been busy.

MR. MORVAY: Thanks, Patty.

MR. CALHOUN: I just have one this evening. Today, John Rapp and I, with our special legal counsel, spent the day in mediation with the Utility Workers Union of America and came to a resolution on the collective bargaining unit. So, Council will see that, most likely on the November 17th, Council Agenda for approval. That's all I have.

MR. MORVAY: Great. Our City Attorney.

ATTY. FORTUNATO: I think I spoke enough in Executive Session. I don't have anything further.

MR. MORVAY: Gentlemen, questions for these reports we've just heard? Hearing none, I'll open it up to residents.

MR. MICCHIA: Good evening, Frank Micchia, 220 Glenview. I have a question of the City Manager, in regard to the drainage project, the meeting on November 16th.

MR. CALHOUN: November 10th.

MR. MICCHIA: 11-16, right?

MR. CALHOUN: No. November 10th.

MR. MICCHIA: Will the landowners be invited to this meeting?

MR. CALHOUN: They have been invited. The affected property owners.

MR. MORVAY: Next week, 11-10.

MR. CALHOUN: It's not every property owner along the creek. We had sent out invitations to or advertise the meeting and published on social media. The impact on the property owners in regard to the detention areas have been notified.

MR. MICCHIA: Will there be minutes kept of this meeting?

CLERK: It will be on Swagit.

MR. CALHOUN: Yes.

MR. MICCHIA: Thank you.

MR. MORVAY: Anybody else pertaining to these reports? Hearing none, we'll move on.

Under **PERSONS DESIRING TO APPEAR BEFORE COUNCIL:**

MR. MICCHIA: Frank Micchia, 220 Glenview. Now that the election dust has settled, I would like to congratulate Don on being elected our new Mayor. I wish you a lot of luck. I'd like to thank also, the other two candidates that devoted their time and effort into running for office. You should be commended for that. The Charter Amendments all went down. The one I really favored and wanted to see get passed was the term limits. That unfortunately didn't make it. But let me remind council that 44% of the voters did want that to pass. It was not by any means a mandate. These voters really did not like the 16-year issue. The police issue passed by a great majority. That was a mandate. Personally, I'm happy to see that. You guys do a good job. I personally have great expectations. I bet you can't guess what it is. Perhaps, the Glenview Speedway will receive special attention. Thank you for your time.

SUSAN HENDRICKS: Susan Hendricks, 320 Southview. I signed up for your newsletter. I don't know that you know you're supposed to have an E Newsletter. It's on the city website. I guess there isn't a newsletter, there never has been a newsletter. I don't know if there is ever going to be one. I filled out a form on your website to get one. With that form I included my email address. Over the weekend, I had an email from the City Manager and I'm assuming it came from the data base from the city. It was about the negotiations with the public workers. You're all looking very puzzled. Have you not heard this?

MR. DUFFETT: I'm aware of the letter. I'm just

SUSAN HENDRICKS: I'm concerned that my email, my information, is being used with, I know it's out there, you've got it, but my concern is, why is it being used, for purposes other than the newsletter that I signed up for? I don't think it's right. Does anybody else have a concern with this?

MR. MORVAY: So, you signed up for the newsletter.

SUSAN HENDRICKS: I signed up for the city newsletter; which I understand does not exist, has never existed. Although, it would be a great means of communication with the citizenry. I've only lived here like 3 years. I was hoping to find out activities that would be going on in the city, when leaf pick up was, that kind of thing. It just doesn't exist.

ATTY. FORTUNATO: You signed up, gave your email address to receive a newsletter.

SUSAN HENDRICKS: Yes.

ATTY. FORTUNATO: Then you received some other emails from the city.

SUSAN HENDRICKS: Right.

ATTY. FORTUNATO: You can completely opt-out of that.

SUSAN HENDRICKS: And the email was not from the city email address, it was from Mr. Calhoun's personal email address.

MR. CALHOUN: Correct. So, we have a newsletter.

SUSAN HENDRICKS: Where?

MR. CALHOUN: It was sent out last year, we tried to start a monthly newsletter. We don't have resources to try to produce and send out the newsletter on a monthly basis. The email that I sent out from my personal account was from contacts that I had through my Gmail personal account.

SUSAN HENDRICKS: No. You don't have my email address. There is no reason you would have my email address. I have to assume that you got that from the city database.

MR. CALHOUN: I did not.

SUSAN HENDRICKS: I would, at some point, like to have a conversation with you about how you would have gotten my email address.

MR. CALHOUN: Absolutely.

SUSAN HENDRICKS: The second thing is, the plantings on the north end of the Green. They are a sight hazard during the summer when the plantings are really high. I've asked about these a couple of times, a couple of years, nobody seems to know who planted them there or why they're there. Perhaps, since the north end is being reorganized, the plaza around the flag, perhaps those plantings could be adjusted, so they're not such a hazard. I'd be interested to know how many accidents have been there at the stop sign at the north end of the Green because of the plantings.

MR. TIECHE: Sue. The Parks Board has addressed that and talked about that at our last meeting. I also had a discussion with Mr. Rapp about the plantings and the sight distance. From the Parks Board perspective, we're going to look at changing the plantings there to something lower. Whether or not we do have the Public Works monitor that and look at sight distance and keep them trimmed.

SUSAN HENDRICKS: That would be great. It's really hard to see. The last thing, maybe this seems kind of petty but, I'm from Poland; which has lost a lot of its charm. I moved into the city and I like Canfield, it still has a lot of charm. On the weekends, garbage cans go out for Monday pick up, like on Friday, Saturday or Sunday. I have a neighbor who puts them out anytime during the week. I was wondering if there is anything that can be done about looking at garbage cans all weekend?

ATTY. FORTUNATO: I think that can be considered a zoning issue. We can talk about that. We'll need to chew on that.

SUSAN HENDRICKS: Okay. Thanks! That's all I have.

MR. MORVAY: Mr. Joe Locicero.

JOE LOCICERO: My name is Joe Locicero, I live at 60 White Oak Court. I want to talk a little bit about the election as well. I have the results here, if you let me, I'd like to read them. For the 4-year terms to 2-year terms, 1,011 people that preferred that, 1270 did not. So, 259 people, it passed by 259 votes and 55.7%. I think Frank's point is a good one. To recall the city manager, that was 935 people voted yes, 1336 people voted no. That was a plus 401, 58.8% better. The public how we spend out resources and dollars, that was almost a split. The way I looked at that one was, it didn't matter how that came out because we don't do that anyway. I think people voted yes, that's probably a good idea, right? I think we're good. I wanted to congratulate, Duffett, not this Duffett, but Jim Duffett and the other 14 Canfield citizens who designed our city charter. There is an engineering and architectural term, it's called an eloquent design. That's when you have something very simple that works very well. We let them, they hire him, we can recall them, they can fire him. Nice and clean. The last time I was up here, I reported on how well it's worked for decades. I think that and Chuck mentioned it, I think we need to educate people more about this Charter and how it has worked for us. I don't think people understand how it works. I think that because you all are responsible for the whole city and not some chunk, so there is not a conflict for resources, I think that, that is underestimated. It's huge. That's part of why you guys get along so well. Two years, I think people are realizing that's not enough time to understand the intricacies of the city. But there is also something called teamwork. That is when people get to know each other and then they can work better. In two years, 2 hours, twice a month, 22 times a year for 2 years, it's just not enough time. If you don't believe it, get up there and try to do what they do in 2 years. I've said it before and I've experienced it, so I know what I'm talking about, about that. There is a flaw in our document, the Charter, and that flaw was self-inflicted. When they put the charter together they had staggered terms; which means you had 4 years to get it done but every 2 years, somebody was up for re-election. You'd have to wait 4 years, it seems like a long time for someone who might want to be on council to wait. We need to figure out how to get back to staggered terms. It might seem impossible but I think the charter committee ought to be commissioned to figure out how to get us back to staggered terms. The original charter had that in it and it was brilliant because it gave you the time to learn the job but you still had turnover enough, so people like Frank or others who might want to inspire to be on there, don't

have to wait 4 years. The other thing I thought the Charter might want to, you might have already thought of this because you are smart guys, almost as smart as I am, that's a joke. I was with many people, Pat and others, who were very concerned that we were going to mess with our charter. We were going to ruin it. That's how I felt. When I went to explain to people, by the time I got to, well this is being sponsored by someone outside of the city, that's all they wanted to hear in the first place. You mean they're not even from the city? I said, yes. Well, why didn't you say that. I think there ought to be a law or charter change, that does not allow someone that doesn't live in our city, to come and tell us how we ought to run our city. That's just logical, right. That's rational. I think they ought to live here a year and experience the city before they change it. You don't move the chairs around until you know why they're there in the first place. I would encourage you, if you haven't already thought about this. Don't let this happen again. We didn't need this. We didn't need to go through this pain. The other thing I wanted to say was, Wade, you and I talked, when I first spoke with you, what is the difference between us citizens and a customer of a business? What did you tell me? Do you remember?

MR. CALHOUN: There is no difference.

MR. LOCICERO: You didn't even hesitate. You said, there is no difference. That was one of the reasons why I was so supportive of you. I think if you were a business and what's 100-55%, if that many people didn't like what we were doing, we'd want to know why. We'd go out and say, why did you vote against this. Solicit or give people an opportunity to tell us why they voted, yes for any of these. Have them be specific. I've talked to people and they say, I just don't like the city. There is not much you can do with them. But there are others that have very specific reasons why they voted the way they did. I think it would be valuable for us to know that so you can do something about it, if you can. The last thing I want to say is, I want to speak to the public works people. I don't have to. It sounds like you have the contract. I just want to let them know, this wasn't about them. They are a large reason why this city has such a great reputation. They weren't voting against them. They have nothing against them. I know I don't. I appreciate the work that they do. I just thought this was wrong for our city in many ways. Thanks for listening.

MR. MORVAY: Thank you, Joe.

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff Drive. I as well would like to thank all of those who came out to vote. It was cold and it was what I considered a record amount of people that came out. Thank you. For those that did vote for me, I'm still here and I'm still their voice. That having been said, during one of the forums we went around about the smart meters and something that I have give the Council and Wade. It's Wade's projections for the way COVID money was to be spent. It was dated September 15th and you can find it in the minutes. I gave them only the pages that pertain to it. So, what I saw when I looked through it was the Pilot Program, per meter costs \$692.00. When you take the Cares Act that bottom number 166,129; which was 46% of what we spent for our COVID money, the initial COVID money that came in, it went towards a Pilot Program. That Pilot Program, when you divide that by how many meters we actually had installed was \$692.00. So, in the projection, we got the second round of COVID

money and the projection for the 3,000 other meters that have to go in was \$265.00. When you take that and allocate it over the 3 years, you have the papers. You can look this up and the numbers just didn't match to me. With using \$265.00 we were still going to have to go into the water fund or whatever you want to call that and we were short \$45,000. If we used the Pilot Program cost; which was \$692.00, we were going to be really short. That's when I was like, where are we going to get the money? Are you going to ask the people for that? If \$265.00 was for the actual meter, why did it cost \$692.00 during the Pilot Program?

MR. CALHOUN: So, the total \$166,129 during the Cares Act Funding from the AMI infrastructure implementation wasn't just buying meters. There was the infrastructure. So, the data collecting point at the water tower-I don't know the technical term, the software, the training.

KATHRYN YOUNG: Okay.

MR. CALHOUN: So, it's not just buying meters. We've got every detail of the \$166,000 if you'd like to see that. It's bad math just to assume that total amount was for the number of meters we bought.

KATHRYN YOUNG: Okay. That answered my question. But at the time I only had....

MR. CALHOUN: My door is always open.

KATHRYN YOUNG: Alright.

MR. MICCHIA: Frank Micchia, 220 Glenview. Many times, we've kicked around the idea of staggered terms for the city council. At any time during any election, city council has the option to make a charter amendment to do this. Why has it not been done? You have the option to do it.

MR. TIECHE: It will be done next year.

MR. MICCHIA: Sounds good to me.

MR. TIECHE: There will be staggered terms, 2 people will be elected in the next election for 2 years and 2 will be elected for 4 years, then it will fall back to the 4-year term.

MR. MICCHIA: Good idea. About time you got that done.

ATTY. FORTUNATO: We don't have a chance to do it because there are always Charter Amendments screwing around with Charter, so we can't get it right. To be honest with you.

MR. MICCHIA: I like that.

ATTY. FORTUNATO: That's the truth. Leave the Charter alone and let us fix it.

MR. MICCHIA: I'll try to behave better but don't count on it.

ATTY. FORTUNATO: I wasn't.

MR. MICCHIA: This idea of needing 2 years to learn the job, I kind of disagree with that. If the police chief was to hire a new officer and the office would say, it's going to take me two years to learn the job.

MR. CALHOUN: Sometimes it does. How long is the typical FTO Program?

CHIEF OF POLICE: 6 months.

ATTY. FORTUNATO: That officer is working more than 2 hours a week or every other week. Let's not debate this again.

MR. MICCHIA: If you go to the dentist and you need a tooth pulled and the guy says, it's going to take me two years to learn how to do this. You ain't going to do it.

MR. CALHOUN: It took him 8 years of school.

MR. MICCHIA: It doesn't take 2 years to learn this job. If anybody has common sense and some idea of what's going on in the community, perhaps has attended some city council meetings, read the City Charter, that person is ready to go.

MR. JOE LOCICERO: Frank, get up there and try it, then I'll believe you. What I want to say is about term limits, not term months. The average number of years they spend up there is 12 years. I don't know how many your allowed, they don't even get there. I don't understand what the argument is. Do you? We're going to get rid of these guys in 12 years without term limits.

Under **OLD BUSINESS**, there is none.

Under **NEW BUSINESS**:

ITEM A: A **Motion** Authorizing the City Manager to Enter into an Agreement with "MM Landholdings, LLC" and "FJA Developers" for the Installation and Reimbursement for Certain Infrastructure, and to Submit the same to Council for its Consideration.

MR. MORVAY: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Motion and authorize reading by title only.

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. TIECHE: I have a Motion authorizing the City Manager to enter into an agreement with “MM Landholdings, LLC” and “FJA Developers” for the installation and reimbursement for certain infrastructure and to submit the same to council for its consideration. I move for passage.

MR. NEFF: Second.

MR. MORVAY: Wade, could you please brief us on this item?

MR. CALHOUN: Sure. City of Canfield and the Millennial Moments joint economic development district or JEDD, the property that is located at the corner of S. Palmyra and State Route 224, have been in discussions over the last few months regarding an agreement to address certain infrastructure needs for the City of Canfield, to be installed by the developer and the constructions and inspections related to this infrastructure. The intent of the agreement is to provide mutual benefit for the developer and the City of Canfield. We’re also insuring the compliance related to the upsizing of a section of waterline. So, 8 inches is the requirement for the development. For the city’s benefit for future development, we’ve requested that 8-inch line be upsized to a 12-inch line. This agreement contemplates that, running south down Palmyra Road and running west on St. Rt. 224. Under this agreement, the City of Canfield will reimburse the developer for the cost differential between the two pipe sizes and some associated connections and components. The intent of the agreement is also meant to provide certain construction, inspection requirements, certified by the engineer on the project that the developer is paying the cost of. That engineering firm stamps certified plans, recommendation to the city for acceptance of the infrastructure, once it’s all been completely built out. So, essentially, we went back and forth for a few months, until both parties were mutually beneficial in this arrangement. What you have on your agenda tonight would be a Motion authorizing myself to enter into the beneficial contract with the developer “FJA Developers” and “MM Landholdings, LLC” for the reimbursement for the upsizing of the 8” waterline to the 12” waterline.

MR. MORVAY: Thank you, Wade. Council questions? I’ll open it up to residents. Mr. Micchia.

MR. FRANK MICCHIA: Good evening, Frank Micchia, 220 Glenview. How much is this going to cost?

MR. CALHOUN: \$156,000 and some change.

MR. FRANK MICCHIA: That is with the long-term view of potentially being able to supply water to the Red Gate Development?

MR. CALHOUN: Correct. And west of the Millennial Moments Development.

MR. MICCHIA: And west. That Red Gate project is the same project into which the city now has four or five million bucks tied up into it. And nothing on paper that says we're going to ever develop that or get our money back.

ATTY. FORTUNATO: How do you know that?

MR. MICCHIA: I'm speculating. Does anybody have any hard evidence that they're going to be going into Red Gate? Show me something.

MR. MORVAY: Do you think if we knew, we would say something.

MR. MICCHIA: Let me flip a coin on that. You should, if you do know. The city put a lot of money into that. Some of that is the money of these people.

MR. MORVAY: What does that do to land value, Frank, if we spilled all those beans out on the table. What does that do to that.

MR. MICCHIA: I don't know if it would have an impact on it or not.

MR. MORVAY: It would have an impact on it. Anything that's happening out there, if there is something happening out there, you won't hear about it until it's a done deal.

MR. MICCHIA: I'll keep reminding you that we have a lot of money tied up.

MR. MORVAY: Thank you. Anybody else?

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes

Motion 2021-16.

Under Council Comments:

MR. TIECHE: I'd like to thank everybody involved in the election, in whatever way they were involved. The citizen participation is great. It's how we communicate. Hopefully, we'll be extremely positive in our communication. All in all, I was pleased with the outcome.

MR. NEFF: I would like to congratulate Donny on winning to become Mayor. I'd like to read into the record a comment from the Vindicator. Dragish said, "He has not seen much progress

come from the administration, since he left office in 2017, and the past 4 years have been a continuation of what he started.” Dragish said, “His election is a fresh start for Canfield and he’s looking forward to getting to work.” So, it’s great you’re getting back to us, since we haven’t been getting anything done. Congratulations.

MR. DUFFETT: It’s good to see the passage of the police and fire levy and the support that we have in the city for that. I would also like to encourage everybody to come to the flagpole dedication ceremony as Commander Kubitza said. That north end of the Green is very beautiful. There are plans for more than just the flagpole. If you come to that, it’s November 12th at 11:30 am and I guess there will be snacks afterwards. We have our Congressman who is donating the flag that will fit on that 60-foot flagpole. He’ll be there to present it. It’s been a great effort between the Canfield American Legion and the city to beautification of the city. There has been a lot, parking signs. We’re trying to show that the city is a patriotic city. Everybody from Canfield knows that. But it’s a good partnership. It would work well with (inaudible) and everything moves very good. That’s all I have.

MR. NACARATO: I just want to congratulate Mr. Dragish. I look forward to working with you and the rest of this committee. I think the city is very fortunate, we have 4 great people here to work with, a new Mayor. I look forward to that. I want to thank both Kathryn and Bruce, along with Donny for taking the time to show how much you care for this city and making the effort to run. I know that it’s not easy. I know it’s a lot of hard work. It does not payoff financially from our standpoint but it shows your love for the community. I ask you to keep that love. As we work through the next 4 years, let’s work together and move forward.

MR. MORVAY: I’ll yield my time, if Mr. Dragish would like to address the room.

MR. DON DRAGISH: I understand that’s how it’s said.

MR. NEFF: I said that in jest because I know the news never reports what was actually said.

MR. DON DRAGISH: What I meant was there was certain progress that I wanted to continue upon, in a sense of something being actually built or erected. (inaudible) To clarify that’s what I meant.

MR. MORVAY: Alright. I thank everybody for coming out this evening. I thank the candidates that ran, Kathryn, Bruce. Congratulations Donny. Let’s bring this city some unity going forward with the union the UWUA, build that relationship and let’s move forward. That’s all I have. This meeting is adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

MINUTES
CANFIELD CITY COUNCIL
SPECIAL MEETING
INFORMATIONAL MEETING ON BALLOT ISSUES
OCTOBER 26, 2021-6:30 PM

The meeting was called to order by Mr. Bruce Neff, Acting President, followed by the Pledge of Allegiance. The Clerk called the roll to which a quorum responded as follows: Mr. Duffett, Mr. Nacarato, Mr. Neff and Mr. Tieche.

Mr. Morvay entered the meeting at 6:40 P.M.

MR. NEFF: This is going to be an informational meeting to inform residents regarding our November ballot issues. We'll have presentations at the end from the Mayoral Candidates. I will turn this over to Wade.

MR. CALHOUN: Thank you, Council Member Neff. Good evening, as Council Member Neff mentioned, the purpose of tonight's meeting is our third of the informational meetings that we've had regarding the November ballot items. The first one was held on September 22nd. It was a lot like tonight is going to be, where we present information about the 3 Charter Amendments, Police, Fire Levy, Mahoning County Issues 1 & 2, the school board races. For tonight's purposes, we're going to focus on Canfield specific. So, we're going to have a presentation from the police department, a presentation from the fire department, a presentation on the Charter Amendments and at the end we'll allot ten minutes roughly, if it's needed for each Mayoral Candidate to state their platform and at their discretion if they want to take questions and answers from the audience. First off, we'll start with Chief Colucci, Chief Hutchison is not here yet. We'll start with Item A, the police department presentation on the renewal for the police levy.

CHIEF OF POLICE: Good evening, my name is Chuck Colucci, I'm the Chief of Police for the Canfield Police Department. I appreciate everybody coming out tonight. In 2017, we were at the same point, where we needed to ask for a police levy. We had hoped that we didn't have to get up here and do it again. But I can tell you that, from the overall city perspective we're in a much better place, looking forward than we were 5 years ago. So, where we were at in 2017 and why we needed to request a police levy, just jumping right to it, approximately there was a 1.1-million-dollar reduction in revenue, per year, that we lost, that the state cut from our local income tax. What we did during those times when we didn't have that 1.1 million dollars, 3 police officer positions were not filled, a reduction in training for police officers, measures were implemented to further reduce our overtime and we minimized capital expenditures on equipment-vehicles, computers, radio equipment, and we fell behind. When we came to you in 2017 and asked for this levy, we made some promises. I won't categorize them as bold promises but we made promises, what we would do with the money and one of the things that has been implemented by the city; which is fantastic in an attempt to be transparent, is our checkbooks online; you can see where all the money was spent, how it was spent. But what I

will tell you is, since 2018 when we started receiving funds, we filled vacancies in the patrol division. We're currently up to a full staff for the Canfield Police Department. The levy funds 5 full-time police officers. We've continued to replace vehicles and maintenance on the vehicles, equipment replacement and maintenance, tasers, portable radios, equipment for police cruisers, body worn cameras. We've implemented body worn cameras at the beginning of this year. Since 1997, we've had cameras in the cruisers. We put cameras in our cars when it wasn't cool to put cameras in our cruisers but we did it. We felt the value of it. There was some resistance with officers but now we wouldn't go on patrol without the cameras. Part of the levy funds, funded in car camera system. Our camera system was close to 15 years old. We bought new cameras. The body cameras we have purchased with the levy funds are the same company, Motorola. It's a seamless process, they work together in our cruisers and on our bodies. Our officers have cruiser cameras and body cameras on them at all times. We've since returned back to our normal training levels. Training is critical. Everyone of you that are here, care. You care about our community and you care about local events and national events. Police work, the police profession has been under scrutiny, no question about it. Many police departments across the United States have been scrutinized for not having properly trained police officers, not having properly educated police officers. It was a cry to get the bad police officers off the street. That is our goal. We have a very strict hiring process. It's very regimented. It includes just about anything you're going to find at any agency, whether it be Federal, State, or Local. We do lie detector tests, drug screenings, psychological testing, all that's done before they get any type of letter of appointment. Then we move onto medical screenings. So, we do everything we can to give you the best police officers. Right now, selection, the pool of police officers to pick from is low, very low. Currently, the State of Ohio just released that, for every 9 officers that retire or leave policing, we have one police officer to pick from of a new recruit. So, for every 9 that are leaving, there is only 1 police officer to pick from in the local academies. So, there are a lot of things that you could do to help our profession and it's going to take a little bit of time but we pride ourselves on professionalism. We're not the highest paid department but we're not the lowest paid department. I'd much rather live in this community than other places. Right now, Youngstown is in a really bad spot. They're at all-time low staffing levels. They do not pay their police officers what they deserve to be paid. Police officers are leaving to sell furniture, police officers are leaving to take other jobs in other areas. The last I heard, they're below 120 officers. They used to carry 160-170 police officers. There is a shortage of police officers on the streets. They're taking more calls. They don't have time to be proactive. Unfortunately, and it's just a reality, that some of the people are used to lawlessness. They're not getting called out for bad behavior. There are not enough police to be able to do that. The proactive police work is not there. Unfortunately, that trickles our here, our way, in the suburbs. We're doing everything we can to keep this community safe and keep trouble out. Hat's off to Council and City Administration for allowing us to be able to provide this community with this type of protection and hat's off to the community for supporting us. We really need your support. Before I move into why we need the renewal levy, I will note that, pre-levy, our budget; which was 2016-2017, our total budget has only increased by 2%, in 2020. So, it's not like we got money from this police levy and went out and recklessly spent. We put the money where we needed to put it. We haven't done anything new. We haven't done anything over the top. Two percent in 5 years, I'm happy with that number. I

didn't realize it was going to come in there. Obviously, it was a goal to target. I'm really happy with that. The only reason I bring it up is just an attempt to prove that we are responsible with your important hard-earned tax dollars. I respect your hard work. I respect everything each and everybody does in this community. Therefore, we're going to give you the most in return for your investment in us. The city has made great progress to increase revenue. Ultimately, the plan is to bring in more homes, bring in more business, where we don't have to ask for this levy and that extra income is able to offset our loss and we don't need to ask from you. That's the goal. Furthermore, the levy will maintain police services while this progress continues. The police levy doesn't put such a burden on the general fund, where other areas might need to be cut to keep safety services. How much would residents have to pay? The good news is, if this renewal is passed, for every \$100,000, it's going to be \$25.00 less this time around than it was last time. For every \$100,000 total market value, you'll pay \$112.79 or \$9.40 per month and that's a decrease of \$25.00 from what it was in 2017 when we proposed this. So, it is a decrease and it is a renewal. How will the police renewal levy funds be used? Again, we're looking at maintaining our current staffing. We're not looking at adding police officers, we're comfortable where we're at. Again, we're going to maintain our staffing levels and we're not looking at adding police officers. Currently, for every 1,000 residents in Canfield we have 2.3 officers. The national average is .4 officers. The national average of police officers in a community with 10,000 or less residents; which is where we fall is 4.2 police officers. We're well under that average. We feel that the staffing levels we're at: which is what we talked about 5 years ago, we can give you the best service that you want and desire. Again, we'll continue to maintain vehicle maintenance and replacement program. The two years that we didn't get new cruisers and the service of two of those vehicles, we would have been better off buying new cars than servicing the other cars. We're going to maintain that. We're going to maintain equipment replacement and computer, infrastructure needs, generators, building maintenance, etc. Also, we're going to continue to make sure that we train our police officers. The national spotlight, the national attention is on making sure the police officers are educated, making sure the police officers are well-trained, that falls back on us, the city to make sure that they have the proper training. Again, most of you know what we do, but for those of you that don't, our police renewal levy will allow us to maintain that exceptional public service that you desire. From a patrol perspective, we operate from a thirds perspective. One third of our officers time is dedicated to servicing your side streets, one third of our officers time is dedicated to business checks and the other third is traffic related offenses that happen on our main streets. We also have vacation house checks, business checks, respond to medical calls, vehicle lock-outs, bank escorts, when you have garage sales, graduation parties or block parties, not only do we participate but we put up no parking signs. We make sure that traffic flows and the fire department doesn't have any congestion, that their trucks can't get down the road. That's typically why we do that, parking on both sides of the street could prohibit a fire truck from getting down the road. We also have a K-9 officer, bike patrol, detective bureau-we handle criminal investigations, crime scene processing, we have our own crime scene unit, court officer and we're also involved in the Mahoning Valley Task Force such as sexual assault, child abduction response team, Mahoning County Homicide Task Force, Mahoning Valley Drug Task Force, DEA Drug Task Force, and the Mahoning Valley Critical Response Team. So, we have two officers assigned to different task forces and how that benefits us. Fortunately, we have a well-

behaved community and there isn't that much going on, where we need constant drug task force interdiction with our community. But when we need it, they're there. In 2012, when we had a murder at the Carriage Hill Apartments, because we're involved with these different federal agencies, they were at our disposal. It was probably one of the worst days of my career, seeing one of our residents murdered in a parking lot. The manhunt was on for 48 hours. Because we're involved, because we participate, because our reputation is good with federal agencies, when we got to Painesville where the suspect shot himself, the Marshall Unit and the FBI were arguing who is going to help us. They were eager to help us. They wanted to. We were able to put this community to rest, once we caught the suspect. That's the importance of those. Furthermore, the DEA Task Force, the DEA recently purchased a K-9 Unit for one of our officers and that K-9 is able to help us in town. He sniffs all of the local Fed Ex, Post Office, UPS hubs. You would be amazed at the drugs that we've taken out of those places. All that money comes back to the Canfield Police Department. Drug forfeiture program. It's unbelievable what people put through the mail, the amount of marijuana, cocaine, crystal meth, and heroin. We have two resource officers in Canfield Local Schools. We have one at MCCTC. Community Oriented Outreach, one of our promises to this community is that we become more involved and do a lot more, with the community and utilize the Green. Together with City Council, City Admin, and several residents of Canfield, we've done amazing things at the Green. The Green is beautiful. I love our events down there. There is one down there this weekend, Trunk-or-Treat. We'll be involved with it. It's Saturday, I believe. I don't know the time. We want to be involved. We've had so much success. So much fun with our local children. We've got donations and we've given away little police cars, fire engines, and safety bike helmets. Also, community outreach, we're not afraid to speak, we've spoke with local condo associations, civic groups, Lion's, Rotary, anyone who wants anything. People who have block parties, we come and talk to the children or the adults. We didn't babysit, we talk to the children. If people find firearms we're able to get rid of them. We have a prescription medication takeback program. There is always a vault in our lobby where you can drop unused prescriptions off, a transient aid program for people that just end up in Canfield not necessarily from Canfield, down on their luck and they need a place to stay for the night, we work together with churches and local residents, there is funding available to get them a room for the night and food and fuel, if possible. Involvement in community events, our Safety Day Programs, we also have an auxiliary unit, they're all volunteers, civilian and non-sworn officers and they're part of our senior watch program and they assist with community events as well. Also, the one thing that I have come to find out is that this community drastically wants and likes our dispatch center. They like being able to call and know the voice that they're talking too, somebody that knows Canfield. Somebody that is going to get them service quick, not hopping and skipping over 2 or 3 communities to get you the service that you need. I was just getting into my uniform and they put out a medical call and they're still on the radio and I hear the sirens. The Fire Department is top-notch. They get there quick because of our incredible dispatchers. I've said this countless times, I could not do their job. It's demanding, it's tough, 911, fire calls, police calls, grouchy police officers demanding this and that and firemen and women. We also have 2 court clerks for our County Court and our Mayor's Court. They also assist us with public records request. Public Records Requests are significant now, it takes up a lot of our time. They handle all of that. With that, I'll end it with, it's been an honor to serve this community. I grew up in

Boardman, I lived here for 8 years, I currently live just south of the city and I did that for personal reasons for my son. I just didn't know that my job and him being in the schools was the right thing. So, we're happy with the decision we made but I'm constantly in Canfield. My heart, my soul, my passion is to protect this community, serve this community and do everything I can to keep litigation far, far away from us. I got an incredible assistant chief, Scott Weamer. Most of you know Scott. We got a great group of supervisors to make sure that these officers are trained and keep us out of the paper and the headlines. There is no question that there is not one Canfield Police Officer that would have been resting their knee on somebody's neck. They would have had him upright on the sidewalk getting them the proper help that they need. I know that for a fact. Not one of our officers would have acted that way. It's a sensitive topic but it's real, it's out there. That's the importance of training. It was hard when we had to reduce our training because there is so much liability and it's a litigious society and we got to be on top of it. That's our plan. That's our goal. I know tonight is not a question forum. Do I have any time?

MR. CALHOUN: So, Chief Hutchison is not going to make it.

CHIEF OF POLICE: I can steal his time. The last time we did this (the police levy) we had meetings, for each different district in Canfield. We did it at the church and people had an opportunity to ask questions. We haven't done that so far. It's kind of a new forum this time around. So, I beg and plead, because we haven't had that opportunity, does anyone have any questions for me? Frank, I know you would.

MR. FRANK MICCHIA: How do you view your relationship, a triangle relationship, between you, the city manager, and council?

CHIEF OF POLICE: Our relationship is professional. We get the job done. There is so much potential for Canfield. It's vastly important to, you described it as a triangle. I'm seeing arrows going in a circle around that triangle. We have to work together. Wade's been here, how long?

MR. CALHOUN: 4 years in January.

CHIEF OF POLICE: Four years. This council has been here about 4 years. I have conversations with each and every one of these gentlemen weekly, every other week. WE don't always agree but we're professional and we're cordial with each other. At the end of the day, the goal is to do what's best for Canfield. So, professionalism reigns through. I think we're in a good place right now. I'm comfortable where we're at. I'm comfortable where I'm at. The relationships are so important to work together, to be able to give you the best product, the best service. You got my commitment. I'll always work towards that and do what I believe is right. Any other questions?

KARYN FREDERICK: I just want to say, thank you. We are so fortunate to have the police and fire that we do and the city government that we do. I've lived a lot of places over the years, I've been back now for a long time but in comparison, and the things that you read and see on the

news, maybe we are a little bit sheltered here but we have it good. I like the idea because this is how I am, I like the idea that I can run into you and have a chat. You're very open and honest. Any of these folks, we talk about lots of stuff and that means a great deal to those of us who live here, that you're all very approachable, that you answer our questions honestly, and that you believe in Canfield. That's a huge plus in my eyes. I thank you for that. I thank you for encouraging that culture in the police department.

CHIEF COLUCCI: That's the word "culture".

KARYN FREDERICK: I've done it, because I'm nosy, the police that patrol through Hunter's Woods, where I live, we can stop them anytime or sometimes we just wave. They know us. They know our neighborhood. They know where people are. If they have to respond to a call, for a fall or something like that, they are wonderful. It's so kind and caring and that's a culture that you can be proud of.

CHIEF COLUCCI: I appreciate it.

KARYN FREDERICK: You're the head of that. So, I thank you.

CHIEF COLUCCI: I appreciate that. When I got here, that culture already existed. I was blessed to have an amazing chief to work for and city manager; which was Chuck Tieche at the time. That culture was there both in this building and next door. Chuck hired me. My obligation to him is not to break that culture. That's why our hiring process is so important. If we do hire that cop that is constantly making mistakes or shouldn't be a police officer, it's a bad reflection on not only us, but you as a community as well. You don't want to read about your police officer making a big mistake. I get it. I respect that. Honesty, absolutely. I'm open for any questions. There was a rumor that my take home car was a Cadillac Escalade. That's not true at all. Anything is on the table. I'm willing to discuss anything. If it's not a question about how we spend money, it's what can we do to make it better. Frank brought it up at the last council meeting, speeding on side streets. I get it. It's a real problem. We need to make sure that you can walk your children, yourself, or jog, on a side street and not have to worry about some young driver or a soccer mom or dad that is late for practice going too fast. I respect it. We got to do better. We'll continue to do better. One of the things that I wanted to change and I felt like we did a good job at this, we try to do more of it from an education standpoint when we pull people over, verses writing them a ticket for everything we can possibly write them a ticket for. Just do me the favor, don't speed down this street again and you're not going to get citation. Respect us, the way you would want to be respected. Scott does a good job at this, when we train our new officers, the golden rule is treating people the way you want to be treated. We extended it a further, when we train our new police officers, treat people the way you would want your mother or your father or sibling to be treated. That's another reason I love the cameras because really, they're on stage when they're wearing their body cameras. Everything they do, they are accountable. Everything is played back. You can hear it all. We've been accused of drawing guns on people. A kid went home and told his parents that. Mom and dad come in and we watched the video and it never even came close to that. There have been

times when we've seen our officers make mistakes. We own it. Anything else? Well, I'm always at the police department. You can call anytime, I'll make sure I get back to you. I wish you the best of luck and our goal is to continue that excellence in service and keep you safe. Keep it the way you want it. We have to have our finger on the pulse of this community and what you expect. We respect the community. I appreciate your time. Thanks for allowing me to ask questions. That was my request because I hadn't had the opportunity to do that. So, thank you. Good luck to all the Mayoral Candidates and your decisions on next Tuesday. Thank you.

MR. CALHOUN: Thank you, Chief. Real quick I'm going to talk about the process for hiring. The police department background investigation, the interview process, I had to go through that when I joined the City of Canfield from 2017-2018. I'll tell you one thing, it's nothing you would want to go through. It's very intensive. A detective shows up at your door, interview you, your family, has dinner, talks to your neighbors, talks to former employers, acquaintances. So, it's a process that the police department has always had in place. Very quickly, when I came onboard, implemented that process for any city employee that we hire, along with the police department. It works. It gets us the best employees. We don't just look at things like, job qualities, what people are bringing to us, what knowledge, skills and abilities they have. It's those intangibles, integrity, the characteristics of, are they personable? can they relate to people? At the end of the day, that's what we do. We serve the citizens of Canfield. We're not just bringing in a police officer, a dispatcher and an income tax administrator, we're bringing in people that are serving the community. I just wanted to add to that and kudos to the process that has now been implemented citywide. Chief Hutchison isn't going to be able to join us this evening, so we won't have a presentation from him. However, on the September 22nd, meeting that was Livestreamed as the meeting is tonight, is available on our city website. Chief Hutchison did give his presentation on the renewal levy for the Cardinal Joint Fire District Renewal Levy. Council President Morvay, I know you're on the Fire Board, I don't know if there is anything you wanted to say specifically about the levy.

MR. MORVAY: I'll just say a few words about it. Just like our police department our fire department is second to none. I sat on that board for 12-14 years now. They are very prudent with your money. This is back several years ago, Andy Skrobola days, recognized that we needed more funds for operating. I believe this is a .42mill, I believe that's what it is, it's less than 1mill. It helps the Fire District.....

MR. CALHOUN: .042.

MR. MORVAY: .042. I think it's like \$12.00 on \$100,000, something like that. It's very miniscule for everybody but it really, really helps the Fire District. What we've been able to do with the monies is, we now have 3 ambulances. The firefighters came to us about 6 years ago, and said, there is a need. We need to start looking at ambulance transports. We didn't all buy-in on it. But then, we bought a used ambulance and found out that we used it every day. Then we bought a second ambulance. Now, we have a 3rd ambulance. There is an ambulance at every station. Our EMS Calls, our ambulance calls, as you would know, supersede our actual fire calls. I'm a recipient, twice, of an ambulance ride. So, I probably wouldn't be here if it wasn't for our

ambulance service here in town. So, we run a full firefighting station as well as EMT, Paramedic, and right now, I'm going to be honest with you, we're going to be faced with labor shortage, like everybody else. TJ Maxx is offering \$18.00-\$20.00 to go pack boxes. Even though, I believe we pay a decent wage, and you have to look at other things too, the whole benefit package because we pay into their retirement system and health insurance. So, there are other factors that go into it. But we're going to be faced with the same thing, you see Youngstown raised their rate for new starting firefighters, so they're up \$30,000-\$35,000. So, we've got to compete with that. We will compete with it. Our guys understand that they have the best equipment here. They have the best training that money can buy. We don't deny them. If they want to go to training, they're in training. I just want to say, we're very prudent and we stretch that dollar as far as we can stretch it. This renewal, I'm just asking you to please, consider it, vote yes. Keep our firefighters, the police, the best of the best. That's what we have. If we want that, then we have to pay for it. I personally am going to vote for it. I'm supporting the fire and police. I love this city and I want the best of the best. I appreciate your consideration for the renewal for the fire district. Thank you.

MR. CALHOUN: Thank you, Council President Morvay. Next, we'll dive into the 3 Charter Amendments that voters in Canfield will see on the ballot this year. There are 3 proposed Charter Amendments by petition. The first one is for changes to Section 3.01 of our City Charter; which deals with council terms. There is a proposed Charter Amendment that adds Section 5.08 which sets up the process to recall the city manager. Then there is an addition to Section 11.09; which is the restrictions on the use of municipal resources.

A lot of the common questions we receive when it comes to City of Canfield's Charter: What it is? How charter amendments are proposed? When the last time the Charter was amended?

The City of Canfield's Charter it's the City's Constitution, much like the Constitution of the United States, set forth in 1968. The Charter Commission at that time, of the City of Canfield made up of citizens, basically wrote the City of Canfield's Charter. The form of government, how the Mayor and Council are set up, when the meetings are, open meetings, public records rules, anything that you find in the Charter today was either instituted at the initiation of that Charter or through additions or deletions or modifications through various Charter Amendments. The last time the Charter was amended was in 2018. Ever since it's inception in 1968, every 5 years, there is an appointed Charter Review Commission. So, the sitting members of Council appoint 5 members to the Charter Review Commission. They spend 6 months going line by line through the City Charter. After those 6 months, propose changes, additions, deletions, modifications to City Council for consideration to be placed on a ballot. All Charter Amendments must be placed on the ballot, if they meet the specific requirements. As I mentioned, there are 3 ways that a Charter Amendment can be proposed in the City of Canfield. The first, I mentioned the Charter Review Commission-every 5 years they meet go through the Charter and proposed charter amendment or don't propose charter amendments for council to consider, the second is by a majority of City Council Members at any time. If they wanted to propose a Charter Amendment to be placed on the May ballot, they could take a roll call vote and if the majority of council members vote, yes that should be a proposed charter

amendment, it goes to the ballot. The third one is by petition. So, the 3 charter amendments that you will see on the ballot this year were done by petition. So, what does that mean? There is a process. It references Ohio Revised Code in terms of how you change city charters. Within that process it requires certain verbiage to be used, signatures to be acquired through petition canvassing the City of Canfield. The requirement on that is, 10% of the electors from the last municipal election. In this case, the November 2019 election there was 1,685 people that voted in the Canfield election. It equates to required signatures of approximately 165. So, once the signatures are obtained, they are submitted to the city; which are then given to the Mahoning County Board of Elections which verifies and validates the signatures to then come to council for an Ordinance to put the Charter Amendment on the ballot once all those metrics have been met. This began in August, Council had their September 1st Council Meeting and took action to place those Charter Amendments on the ballot. So, again, reference all of our city council meetings since last February when we started Livestreaming Council Meetings. They are archived. You can go in there and watch any council meeting. It pulls up the agenda. You can see what discussion topics are and you can jump to each of the agenda items that you see or are most interesting. Some of the questions are, what can you propose as a Charter Amendment? Anything. You can propose anything to be a Charter Amendment if it meets all of the required metrics, gets placed on the ballot, it can be anything. Who can propose Charter Amendments? Anybody. You don't have to be a resident of the City of Canfield. You don't have to be a resident of the State of Ohio. You can propose Charter Amendments. Granted you get the valid signatures from the electorate from the City of Canfield. If you're not a City of Canfield resident you can't sign the petition. If you sign the petition, it's invalid and the Board of Elections will not validate it. In this case, as I mentioned, it was proposed by petition. In your packet you have the presentation just to give you the information, as to how these Charter Amendments were proposed. On June 2nd, our City Council Meeting, a man by the name of Mr. Mark Brooks, who represents the Utility Workers Union of America, indicated to Council at that meeting, that he was going to propose Charter Amendments in the City of Canfield during the summer. During the week of August 9th through the 16th, those petitions were circulated throughout the City of Canfield by the committee named to represent the petitioners, Mr. Matt Warren, who is a Canfield City resident and another individual Jonathan Brodzinski, who is an Ellsworth Township resident. As I mentioned during the week of August 9th-16th, those petitions were circulated through the City of Canfield by Mr. Chris Hughes, who is a resident of Columbus, Ohio.

What are the term limits? The first one you see, as I mentioned is amending Section 3.01 changing the Council Terms of their current 4-year terms to 2-year terms. So, beginning in the general election of November 2023, all council members will be elected to a term of 2 years. Subsequently, all council members shall be elected to serve 2-year terms, council can serve a maximum of 4 consecutive terms; including the previously completed terms. That's the change that the Charter Review Commission in 2018. So, going back to 2012 or 2013, a charter petition was initiated by a city resident to change council terms from 4 years, since their inception in 1968 to 2 years. That was put on the ballot and passed. In 2018, during the Charter Review Commission process, looked at it and probably had a lot of discussion, I Ms. Karyn Frederick is in the audience, I know she was a member of the Charter Review Commission, they

spent 6 months with our Law Director going line by line and having candid, frank discussions about if changes are needed, what changes they are and had those discussions. Out of that came 4 proposed Charter Amendments for the City of Canfield. Two of those dealt with council terms and council term limits, in terms of the number that they can serve. One was a universal amendment that allows for notification by electronic means and another one addressed changing the Mayoral term limit. Currently, the Mayor serves 4-year terms, he or she can only serve 2-4 year terms. There was discussion. Those were the 4 recommendations that came through the Charter Review Commission. Council subsequently adopted 2 of those. The change in council terms and the term limits. The universal electronic means was done by a Motion of council to institute that change. At the time, the council, everybody except for Mr. Nacarato decided dealing with council terms, term limits, it would be unnecessary to place the Mayor position within that realm and confuse people. That's how they were brought about in 2018. Those went to the ballot and were passed by City of Canfield residents. So, we went from 1968 to 2013 on 4-year terms. It was changed in 2013 or 2014 to 2-year terms. We had a couple members serve those 2-year terms and it was changed back to the 4-year terms. Now, we find ourselves again, back to proposing changes back to a 2-year terms beginning in the November 2023 ballot. That's a measure that you will see on your ballot. There is sample language in the packet and I believe we have sample ballots as well for anybody to pick up and take with them and utilize in making an informed decision.

The second one is adding a new section to the Charter, Section 5.08' which sets up the process for removal of the city manager by the electors. Adding it to the Charter, the electors shall have the power to remove from office, the city manager who has served at least 6 months. The procedure for the removal of the city manager by the electors, shall be the same procedure as in the case of removal of office for any elected official. In current section 8.05 of our Charter explains how an elected official can be removed from office. That requires a 25% signature petition to be submitted to City Council. That is verified again through the process. If there are valid signatures, then an elected official can be placed on the ballot for a recall. This proposed Charter Amendment sets up the same process for the position of city manager; which is not an elected position in the City of Canfield. It is appointed by the gentlemen (and lady at the time) that you see sitting before you.

The third one is adding new section 11.09; which is restrictions of use of municipal resources for improper purposes. What this does is, no managerial employee of the municipality may use or authorize the use of any funds or resources of the municipality, including the staff time, compensated by the municipality, for the purposes of supporting or opposing the nomination or election of any candidate for elected office, any levy, initiative, referendum, or charter amendment, or any petition to place before the electors any initiative, referendum, recall or charter amendment. The it sets forth penalties if one does do that. So, essentially, that one is almost verbatim language that is already written into Ohio Revised Code. It's law. The difference between the state law and this one, state law covers all municipal employees, state, local, county, township, any public entities are covered by that. This one is specific to managerial employees. Those are the three proposed charter amendments that you will see on the ballot. There has been a lot of information out there regarding all 3 of the proposed charter

amendments. So, I would just encourage every resident to do your due diligence, do your research, make the informed decision, understand what those charter amendments do, what they mean, and how they impact the City of Canfield; not only the way we govern but the way we operate and provide services to our citizens in the most efficient and effective manner.

Like we said at the beginning, we'll give Mayoral Candidates approximately 10 minutes to talk about their Mayoral platform and potentially take questions from the audience. We're trying to wrap up probably around 8:00. We try to hold these to about an hour to an hour and a half. We want to respect everybody's time. We will start in reverse alphabetical order. September 22nd, as I mentioned, the format, very much like this, at the end the Mayoral Candidates got to speak for 5 minutes. The November ballot issues forum we had was heavily focused on the mayoral candidates. We had a moderator, Mr. Andrew Dipaolo from WFMJ moderating, asking questions that were submitted by the citizens to the candidates and they provided responses to those questions. Like the September 22nd meeting, the October 13th meeting is also readily available online through the city's website. It's a little bit hard to get to. Under Our Government-Livestream City Council Meetings and under that, you actually have to click on where it says, City Council on the red bar and then it will drop down to all of the archived meetings since we've started doing the Livestream. This meeting will be available through that platform as well. Without further ado, we're going to do reverse alphabetical order, the first meeting we did alphabetical order. First up will be Ms. Kathryn Young who is running for Mayor.

KATHRYN YOUNG: Good evening. Welcome. I'm Kathryn Young. Much of what I'll say today has already been said in other forums because they've been so thorough. In case you have not been or seen them online, I will start with a background.

I am a homemaker, a mother of three, grandmother of two. I was a military officer in the 82nd Airborne. I've lived in Canfield for over 30 years. I'm currently serving on the Parks & Rec Board for the City of Canfield. My education includes accounting from St. Bonaventure University in New York. I've studied the ancient healing arts of sound and frequency. I'm a certified Reiki Master Teacher. I am not a career politician. I believe in putting people first. It was through the people that the city was established and came into being, and it's through the people that it will succeed. So, having 10 minutes, if I was to say what my dream of the city would be, a lot of it has to do with the Green and it always has. I'm sensitive to the communities needs and I would push for the activities such as: exchange of type of wisdom from the elderly and young people on the Green, through gaming, like chess, cards. I know we have Pickleball. I know you're laughing but I'm thinking we're coming out of a

KARYN FREDERICK: Excuse me. We're not laughing at you but you pointed at us when you said elderly. We (inaudible) consider ourselves elderly so.....

KATHRYN YOUNG: We're coming out of a pandemic and what I see is much more activity on the Green. We started the year before the pandemic. Chief had the games out for the kids after school and that was great. We brought them out during that one child that had passed and we had that charity event. That was wonderful so, I want to see more of that. I've always been pushing for something where it brings the people as a destination to the center of Canfield; whether it's the young and old or even the young adults, where they get out of school and they have a place to go where they can exchange, instead of just being on the phones. That's one of my major goals to make that center of town roaring with activity. I've been going to these meetings, the council meetings for over 5 years now. I've seen the direction of which it rolls. I've been in a full room of people and the people have said, hey, we would like this and it seems like the direction of flow, flows from the appointed people, to the council, to the citizens. I believe that it should be the opposite direction. I have said it verbally, many times at the podium. People have said, hey don't do that, when you guys have passed stuff. As Mayor, the Mayor's job is ceremonial and a vote. If I was elected Mayor the vote would be what the people wanted. Even if it had to be with conversation because Wade does do a good job. He is a good administrator. Now, there is things that have happened in the past that, the reason why I am for the amendments to the Charter is because that is a position of power. He has been called God. He has been called King. He has been called reigning.

MR. MORVAY: When? None of those words were ever used, king, God.

KATHRYN YOUNG: Oh, there was God used. It's in the minutes. When we were reviewing the charter. I'm not calling him God. I jokingly said, in all good faith Wade, you're not walking on the water, you're wading in it. So, that is my reason. When I say, hey, term limits, I was sitting there when Frank and a whole room of people said, don't change. We passed the term limits for two years. Now, two years times for is potentially eight years. Four years, times four, is sixteen years. So, potentially somebody could become a career politician, even here in Canfield. I'm not mentioning any names.

MR. TIECHE: Excuse me. Since you looked at me, I'm going to make a comment. I've been a city employee since 1965. I was here as an appointed employee. Back to your podium. I'm sorry.

KATHRYN YOUNG: Yes, but 56 years, sir. That's almost as old as I am.

MR. TIECHE: So, you're going to criticize me for being a dedicated employee for the City of Canfield? If that's the case, I ought to get the hell out of here. Go ahead and speak your peace. You're attacking me personally. I'm here to defend that.

KATHRYN YOUNG: I'm saying that there are other people in the community, if given two years, you would have a change of ideas, why not? You're still a phone call away. But to have people to sit on for 16 years, that's a long time.

MR. TIECHE: I've been on city council now for, this will be my sixth year.

KATHRYN YOUNG: Okay. So, under the new proposed amendments, it would be 8 years. I've been on the Parks Board and I've gone to see some of the other committees and they have young, adult, with children, go getter, people that maybe they can give their voice for two years, they'd be willing to volunteer. But 4 years is a long commitment, especially when you have young kids. Those are my reasoning for when you see the sign next to my name. I've always been for term limits. I was one of those people out there. It wasn't just the first time that we had a room full of people that said, don't do this. Back to my goals. Improved communication between the city and community, responsible spending, I've sat here where things have been passed and Frank has said, hey, well, it's not just that salary that you're passing, it's the salary, the benefits and everything else that goes with it. Then when I said, 85% of the budget, according to Wade, goes towards salaries and benefits, I was questioned. I got it right from, out of the.... So, these are things that need to be considered when legislation is being passed. Being an accountant, I look at the numbers. Recently, when the monies that were spent for COVID came up and we're going to be spending the money for COVID for smart meters. I sat through the presentation of Wade. Then I later went back and looked at it and I thought, the number don't match. Why isn't there a question. So, during the 300-test program, it costs us \$692.00 but when we're going to be doing everybody else, it's only costing \$200 and something. We're still going to be short over the next 3 years with the three thousand. So, the bottom line is, under Wade's we were still going to be short \$45,000 but under my thing, the different is almost a half a million dollars. Where are we going to get that? Is that going to be looking towards the people for that? I can show you the form, the numbers.

MR. CALHOUN: I would love to sit down and discuss numbers with you.

KATHRYN YOUNG: Sure

MR. CALHOUN: I believe yours are inaccurate.

KATHRYN YOUNG: Okay. It came right off your presentation. The other thing that I saw was, before you came on, there is the backflow for fresh water, not for sewer water. There is a backflow that got passed that everybody in Canfield is going to have to have

a backflow, according to EP-State of Ohio. But that was something we talked about before COVID. I believe you brought up questions, Mr. Neff but I don't, having now the legislation on it and it happened during that time in December when I wasn't aware because it was on the phone and all that. But that's a big expense for someone who is retired and on a fixed income. Not only will you have the expense of the backflow, you'll also have that yearly expense when somebody has to come out to your house. I felt, during the time it was an intrusion. Back before you came on, sir. So, maybe that's something that should be looked at. Things that get passed like, limiting somebody if they want to have an Airbnb. That's your house. These are things, when you go into making legislation that affects a persons home, inside their home with signs, inside a business with signs, it's not just something that should be passed, flipped, not flipped. It is something that should be brought in with more input from the people. When I'm here and my passion is like, I see this and I want the people to have that voice. If I was that person sitting there as Mayor, that's who I would be. Are there any questions? I have other things in here but I have 10 minutes.

MR. MORVAY: Coming up to 9:50.

KATHRYN YOUNG: Okay. Thank you. I hope you vote for me on Tuesday. Thanks!

MR. CALHOUN: Next up, we have current City Council Member, Mr. Bruce Neff.

MR. BRUCE NEFF: Good evening. I was first elected to the City Council in 201, to what was then a 2-year term. I was re-elected in 2019. It had been changed. So, now I'm in the middle of a 4-year term. It's an honor and a privilege to serve in a capacity for my hometown community. Many people consider the council and Mayor's roles to be just part-time. Meeting are just held twice a month, one a month in the summer. I spend many hours between those meetings studying city topics, researching facts on issues between those meetings, and talking with potential businesses and developers on the benefits of locating to Canfield. I meet with community stakeholder, specifically around our central green to find ways they might be willing to develop their vacant properties. I serve on our Planning & Zoning Committee, as well as Millennial Moments JEDD Board, for the community being developed at the corner of route 224 and Palmyra Road. I'm happy to respond to any and all comments and questions. My website is ElectBruceNeff.com. It has a form to ask questions and it has my cell phone number, if you want to speak to me in person. My city email is bneff@canfield.gov. It's listed on the city website, canfield.gov. My company website is, LED3.us. I believe it's council responsibility to hold our city managers, including our police chief, finance director, and city manager accountable. The Mayor and Council Members are accountable to the citizens of Canfield and are responsible for keeping Canfield a safe and welcoming

community. Each of our city manger employees are dedicated to keeping Canfield a great place to live and work. Let's hit some topics. Water Rates: A most difficult issue facing all of us at this time are the high, and seemingly ever increasing, water rates. The previous administration had a challenging and frustrating task of negotiating with the City of Youngstown, our only source for water. At that time, Youngstown wanted to double the cost of the water to Canfield. Mayor Bernie Kosar and City Manager, Joe Warino worked hard to keep the rates as low as possible, and minimize the increase over the years. I understand that Youngstown wanted to double our rate immediately. They felt, at the time, it was advantageous to lock in the rates at 20 years, to avoid a massive increase during 2017. Is that perfect? No. Can we do better? We're trying. Wade Calhoun, City Manager has been tasked with trying to negotiate with the City of Youngstown and will report on what happens.

Other issues are very important too. The Village Green, what used to be called the Commons, there are empty stores, building in disrepair on the green, empty lots without enough effort to encourage developers to utilize them. When I was first elected, I wanted to hire a firm that specialized in downtown development. But I could not get the support of our administration and council to move forward. In my opinion, there are the same problems and challenges that were there 4 years ago, still unaddressed.

Sidewalks: Homeowners wanting sidewalks for better walkability and safety. Sidewalks needing repair and patching. Currently, our city ordinance places the responsibility for maintenance and new sidewalk installation on our homeowners. If sidewalks are not installed by a developer, residents can petition neighbors to agree to a financial commitment of installing them and perhaps paying through tax assessments, over a short period of time. Could the City of Canfield participate in absorbing some of this cost? It would improve our entire community. Perhaps grants or programs are available from State and Federal Programs, so let's investigate this.

Broadband: This issue is analogous to our water rate dilemma. As many utility services, a homeowner must decide which provider to purchase services from. There are typically not many choices. A provider makes a large investment in the infrastructure to build out service whether it's water, electric, gas, or data. Many residents have expressed the frustration of no alternatives to cable and internet rates. Our city should be attentive to this issue and investigate upgrades and other options, for addressing the situations.

Red Gate Development: Red Gate is one of the main reasons why I decided to run for office. Canfield began as a farming community. The Red Gate Farm was a showcase, be it tucked on the corner of the city in Canfield Township. Purchased shortly after my family moved back to our hometown after a 20-year hiatus, I couldn't understand why it

would take so long for something to be happening at this property. Many of us are upset with how such a beautiful farm property could be allowed to fall into such disrepair. It's been an educational process for me, how slowly the wheels of government work sometimes. I believe a lifestyle community is envisioned but now we're finally getting there. The land has been annexed into the city. I believe a lifestyle community is envisioned, health focused with walking trails, and all the associated amenities. I believe that this will be a huge asset to our community.

Education: I saved, perhaps the most important subject for last. Canfield has a stellar reputation because of its schools. We should embrace this fact and the city should do all in its power to support our local school system and make it even better. I graduated from the new high school in 1967 and we're still calling it the new school, it's 55 years old. Don't forget about the Board of Education Building, where I attended Kindergarten, that was built in 1922, my grandfather's first big plumbing job. It turns 100 next year. Let's support a new campus for our local school system.

What I believe? There are many important issues and topics to address when we discuss the future of our city. The one's that I've talked about are just a few. I touched on many of my ideas on these issues and topics. I think that good governing should be about ideas and who has the best ideas. It strengthens the community to be diverse and inclusive and focused on the future. We're fortunate to live beneath the greatest source of fresh clean water in the world, the Great Lakes. We do not live beside an ocean, we have beautiful seasons, wonderful farmlands, an electric vehicle and battery plant close by. We have moderate housing and living costs that are attractive to relocators and raising families. We need good and clear communications to continue to build the best infrastructure to support these new technologies, whether for the internet, alternative energy, or better systems for safety and health. It may sound like a cliché, but we can save the planet starting in Canfield. Let's get together on our best new ideas. I've been endorsed by our previous 4 Mayor's, Duffett, Kosar, Kay and Frey and the Youngstown Vindicator. Elect the most qualified and experienced candidate. Vote for Bruce Neff for Mayor and I'll do a good job for you. Thank you.

UNIDENTIFIED WOMAN: I have a question. The Vindicator had this to say about you. This is when they had all 3 candidates in the Vindicator. In one of the paragraphs it says, Neff's involvement in Racial Equality and Diversity Committee, reflects his hope to make the city more welcoming to minorities. Can you tell me a little bit more about this committee you're on and what it's all about?

MR. BRUCE NEFF: The committee is the Canfield Red Committee. It stands for Racial Equality and Diversity. It was started by Mayor Duffett from an article or a post on the

internet about something out of our Top Knotter Yearbook, where it showed students in Ku Klux Klan regalia. It was a big deal at the time and created a lot of discussion. Out of that, several people thought that we should talk about diversity and how you could bring more diversity and racial equality to Canfield. This committee is meeting at various places. Most recently for the last 6 months at the Methodist Church. We just feel that diversity is a good thing. Non-diversity is not a good thing. That's what it's all about.

UNIDENTIFIED WOMAN: Do you have any idea how this is going to happen?

MR. BRUCE NEFF: Well, we're just formulating ideas now. We actually have set up a public meeting for the Canfield Library in another month or so and we already have different races that live in Canfield. We just want to make them feel welcome. We want to teach our kids that, when you and I grew up, there were no blacks, no Hispanics, no other cultures in Canfield. I think bringing more and exposing our youth. I'm not for busing. Right now, I think that because of our economic situation it's really hard. One of the members of the group is Terrell Videll, who just purchased the building right down the street on Lisbon Street. He owns 2Deep Entertainment. He used to be involved with the City of Youngstown for hosting events for entertainment. He told some stories about his experiences in Canfield. He pointed out that until we get exposure, people are still going to feel unwelcome.

MR. MORVAY: We are out of time. If we want to extend it, that's fine, but we have to give the other candidates that time then too.

UNIDENTIFIED MAN: Extend it.

MR. MORVAY: Okay.

MR. DRAGISH: I'm going to be short and sweet.

MR. MICCHIA: Bruce as Mayor, how do you review your relationship with the city manager?

MR. BRUCE NEFF: We have a good relationship but a tense relationship. I was criticized because I was the only person that didn't give Wade a perfect evaluation. I just thought that some of his communication skills needed honed and worked on. We get along fine. He's doing a good job. That's my position.

JILL LEWIS: I support your conversation about the water and water bills and conservation. I think you know that by how many times I went to the podium about the water, even back when Joe Locicero. So, in regards to the bill, either eliminating the minimum water use or reducing the minimum water use. Because we don't pay for what we use, unless we use 5,000 gallons. That's for a smaller home. It's it 10,000 for a bigger home? I would love to work with you on that. I asked several times; how do we get it reduced? I don't want to go into the answers that I got.

MR. BRUCE NEFF: I've looked into it and I've looked into it fairly extensively. I just got a report tonight of all the rates of the cities that are served by the Mahoning Valley Sanitary District. We're not the highest. We're not the lowest. We're right in the middle. It's tough because our water charges have to cover the infrastructure. I understand and I wouldn't say that I wouldn't support a.....

JILL LEWIS: That minimum doesn't allow for any kind of conservation. I never reach that 5,000. I'm single. I'm a single household. I'm not the only single household or elderly that lives alone. I can't imagine that they use 5,000 gallons. There is zero reason to conserve water. I would like to see that more, especially on an agricultural town.

MR. BRUCE NEFF: That's an excellent point, that if it's not showing that conservation is being rewarded, then it doesn't seem like it's just.

JILL LEWIS: That's my issue with that.

MR. BRUCE NEFF: You have a good point.

COREY MCLAIN: I'm a Canfield citizen. I was terminated about 10 months ago from my employer, as a pilot because I refused to take the vaccine to stand-up for my rights. Where do you stand if the police, fire, or municipality employees, have to choose between the vaccine and their income? Also, where do you stand about masking children and giving parents the responsibility of taking their children's health into their own hands?

MR. BRUCE NEFF: I think that vaccines have been around for a long time. Even the Revolutionary War, George Washington had his troops vaccinated. We require school children to be vaccinated against many diseases. I don't understand why, well, I understand why, some people say it's been rushed but I'm for voluntary vaccines all the way.

MR. MCLAIN: What about forced? Some people are being forced to choose between income or being vaccinated. Where do you stand on that?

MR. BRUCE NEFF: Well, that's your choice.

UNIDENTIFIED WOMAN: Will you mandate it? Like here, in the City of Canfield.

MR. BRUCE NEFF: I just asked Chuck Colucci, I just asked him and I didn't say that it should be forced but at the last council meeting, I said, Chuck do you know how many officers are vaccinated? He thought it was pretty much in the high 90's. I didn't ask for any proof. Absolutely, we're in a pandemic. I have some really good friends that are absolutely, anti-vaccine and think that this is a whole cabal of Bill Gates trying to put microchips into us. I don't go down that route. I'm happy to answer. I don't mean to take up so much time.

MR. CALHOUN: Just for the record, to answer the question as well, just like any persons private health information, we keep that confidential from a city standpoint and an operational standpoint. I don't see that changing. We don't mandate certain medications, vaccinations, of any of our employees. I don't think we would ever open it up to discussion to discuss it openly any individual employees decisions of their personal health choices.

MR. BRUCE NEFF: The only thing I would say to that Wade is, to me vaccination is protecting other people.

MR. MCLAIN: I lost my job for exercising my own free will. It was my decision. I was penalized for it. I want to make sure that whoever is sitting up there understands that it affects someone when you have to choose between following along; whether you're in a pandemic or not, doing a mandate (inaudible).

MR. BRUCE NEFF: But that was still your choice, wasn't it Corey?

MR. COREY MCLAIN: Yes, it was and I lost my job for it. The same question will be asked of Don, too.

MR. BRUCE NEFF: Thank you.

MR. MORVAY: For fairness, Kathryn you can have 6 minutes if you want to take questions. Then we'll give Donny that same amount of time.

KATHRYN YOUNG: Is there any questions?

MR. MCLAIN: Same one.

KATHRYN YOUNG: Same one. I am all about personal freedom. I'm against mandates.

UNIDENTIFIED MAN: What would you propose for the Green with your ideas?

KATHRYN YOUNG: We are currently going to have a new gazebo that is going to be state-of-the-art. We can have more concerts there, karaoke for the younger kids, bringing together the elderly and the young in a combination.

UNIDENTIFIED MAN: Like a pavilion. The gazebo is just a

KATHRYN YOUNG: The gazebo is going to be even bigger than it is now. There is that and also, I want permanent restrooms somewhere near the Green, so that people that do the walking, they don't have to be looking around or stop at the laundromat. We should have something there that is permanent. I've been talking about that as well.

KARYN FREDERICK: Excuse me, who would you propose maintain those?

KATHRYN YOUNG: Well, we've talked about and this is just talk but at the end of Farmer's Bank

KARYN FREDERICK: Who is going to keep them clean?

UNIDENTIFIED WOMAN: It would be on the city.

KARYN FREDERICK: I think that is something that you have to think about. If you're proposing to add this, who is going to take care of those, who is going to keep them clean?

UNIDENTIFIED MAN: Same as Greasel Park.

KATHRYN YOUNG: Right.

KARYN FREDERICK: Public restrooms.

KATHRYN YOUNG: These would be public restrooms. So, why wouldn't the same people that take care of Greasel and Fair Park. Right now, we have, sporadically, they

have porta-johns or whatever. So, this would be, if you want to go walking in the winter time, you would have a restroom there. They only have

UNIDENTIFIED WOMAN: Like at Fall Fest on the Green and your 3-year-old has to go pee.

KATHRYN YOUNG: There you go. It's something I'm proposing and I've said it before, it's not undoable.

UNIDENTIFIED MAN: Along the same lines and thanks to Wade for the Grant at Greasel Park for the 6 Pickle Ball Courts, it's a big draw. Whether it's the (inaudible) it brings exposure to Pickle Ball. It's a way to bring people together. There are a lot of days, the 6 courts I play, 4 on a court, we'll have 30 people up there. So, it's very important to have those restrooms open. The ladies don't want to go down to a porta-john. So, days that I haven't been there and people know I live in the city, they contact me and say the restroom are locked up. I funneled a thing to John Rapp to keep them open. They're clean. It's just another, I don't see any issue with that.

KATHRYN YOUNG: Any other questions? Thank you.

MR. CALHOUN: Finally, we have Mr. Don Dragish.

MR. DON DRAGISH: Good evening. I know it's getting late, so I'm going to keep this short and sweet. Hopefully, take some questions. It's been said that the citizens need an old Canfield name to run for Mayor. I'm here to say, we need someone with a new perspective to run for Mayor. How about someone that doesn't just live here but someone that gets involved in the community. How about fresh new ideas and someone that will work hard for every single person, not just those that have a Canfield family name. I love this community and I'm passionate about Canfield. I am willing to take on responsibility and in doing so, I encourage every citizen to keep Canfield Canfield. I term will include the following goals as well, I will keep Canfield a safe and vibrant community in which we live and work, promote communications and projects with all stakeholders, that will stimulate growth, safety and maintain Canfield's integrity. I would ask that you consider me, Don Dragish for Mayor, when you cast your vote on November 2nd. Any questions?

MR. COREY MCLAIN: The same question presented to the other two candidates about the vaccines and mandating them.

MR. DON DRAGISH: I'm not for the mandates either. I don't think someone should lose their job because they don't want to take a shot. I feel very sorry for you, that you lost your job for standing up for your rights. That's where I stand.

UNIDENTIFIED WOMAN: Tell us about your family.

MR. DON DRAGISH: About my family? My initial family.

UNIDENTIFIED WOMAN: Yes, your children.

MR. DON DRAGISH: I didn't bring all that stuff up because I feel like I said it about a million times. I have a daughter that is 6 and she goes to CH Campbell, I have a son who will be 10 in December, he also attends CH Campbell. My wife is a teacher in the Warren School system.

MR. COREY MCLAIN: Other than the Green being talked about what would you like to see happen with Canfield growing commercially and (inaudible) for development?

MR. DON DRAGISH: Well, I think commercially, I think we have a very nice area to be able to offer to those particular things. Just the Green alone, as many people were saying, what would we want to do on the Green. I think there is a lot of potential there but I think there is also there are some areas that there is nothing we really can do. There are churches and business buildings there that are already there. There are like we said, a few different locations, the corner where Wertz is at and behind there, that is one of the areas we spoke of before. I believe we could put some great things there, to be able to help the people and bring them into the city, into the Green. Like I said, people are asking for more events, in the Green. I think we can do that. I think if we work with our different Rotary groups and other local groups, like we already have. In Rotary, I know we put electrical through the Green and to have those things there. I'm up for a food and wine event. I think it would be great, yearly or even more than that, it would be even better. I have a lot of contacts that way too. I can contact some people and get some good food and beverage there and do it up nice.

MR. MICCHIA: As Mayor, what is your vision of Red Gate?

MR. DON DRAGISH: I think my vision for Red Gate has been known for awhile now. I think from the beginning, when I first came on Council, it was known as almost an "albatross" I think it was even labeled as that, years and years ago. From that, we've turned it into a manageable place. With the JEDD that has been formed out there and moved forward with the Township, and all the homes. I believe there are several

different things planned for that. In my personal opinion, if we go even further south, I don't know if that is something of a piece of property that we could offer to the school system. I don't know if that is somewhere, where they would maybe want to put a new school. I know talks have been going around about wanting to build a school someplace. I would love to be able to work with the school system and utilize that property, if they would want to use that, for that purpose.

KATHRYN YOUNG: In your recent interview on MLO, you have a quote, my opponent she was like, you know, it's time for change and everything has to change. I'm like yeah, but it sounds like these people that want to change the Constitution. Was that me you were referring too? I just want to set the record straight. I made an oath to defend the Constitution with my life; which give you the ability and the freedom to even say that.

MR. DON DRAGISH: I was talking about the Charter Amendments specifically, is what I was talking about. When you kept saying, this is a bedroom community and it's sleepy and I'm going to wake it up, and you're talking about change is inevitable and you want to change the amendments, I was saying that and referring to the Constitution. People are also trying to change the Constitution of the United States and I don't think they should.

KATHRYN YOUNG: I did not say that, though.

MR. DON DRAGISH: I didn't say, that you said that. I was talking about the amendments. Plus, that was kind of a light luncheon where we were having fun and eating, then being really super, super informative content. I think you can notice that, from the content that was out there. So, by you saying how I was speaking, I wasn't speaking in formal literature. I was sitting at a conversation with several different people eating.

KATHRYN YOUNG: "A measure of intelligence is the ability to change." -Albert Einstein. Thank you.

UNIDENTIFIED MAN: Where do you stand on the Charter Amendments?

MR. DON DRAGISH: I don't think we should change them. I've said no from the beginning on all of them.

UNIDENTIFIED MAN: Why?

MR. DON DRAGISH: I don't believe, like I said, I think those are like our Constitution for the City of Canfield. I think it's ran well. I think the community runs well with those amendments and I don't think we should change them.

UNIDENTIFIED MAN: Apparently someone thinks they should be changed (inaudible).

MR. DON DRAGISH: I agree with you. I'm not saying that at all, I'm saying on how it was all done and the reason why it was done. We have to look at that before we look at the other. I think we should have the answers to that first. Any other questions?

UNIDENTIFIED WOMAN: I missed, how long have you been a resident?

MR. DON DRAGISH: Ten years. I haven't been here my whole life or 200 years. Any other questions? Thank you.

MR. MORVAY: With that, we'll entertain comments but they must pertain to the stated business.

MR. MORVAY: We have no questions. We'll adjourn this meeting. I thank you for attending. I thank you for part of Canfield and being involved. Thank you.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

MINUTES

CANFIELD CITY COUNCIL **SPECIAL INFORMATIONAL MEETING** NOVEMBER 10, 2021-5:00 P.M.

Mr. Wade Calhoun, City Manager opened the meeting. The City Council members were also in attendance. Mr. Duffett, Mr. Morvay, Mr. Nacarato, Mr. Neff and Mr. Tieche. Also, in attendance: Engineers from MS Consultants, Steve Preston, Justin Kerns, and Albano Mahilaj.

Mr. Calhoun explained how we got to where we are today with this project. Going back to mid to late 2018, we received multiple reports of flooding on South Briarcliff Drive. We immediately started studying the area of South Briarcliff to understand the entire neighborhood, pipes that were either large enough, small enough, what kind of storm events they would handle and then start looking into where all that water drains to; which obviously, in this case, the Sawmill Creek Drainage Channel. Then, through the work of engineers, figure out what the best possible solution or solutions would be to alleviate the residential flooding that we know has been occurring for quite some time in that neighborhood and hopefully moving forward be able to alleviate that, so that people's property, their houses, aren't subject to flooding and alleviate some of those concerns, so every time it rains, you're not going oh no, hopefully my sump pump keeps up with the rain event, or the rain event isn't so large that it starts draining into my basement. Going back to 2018, we looked at the area, engineer's started studying a conceptual design. The focus was obviously on, the pipes. Are they big enough? Can they convey the appropriate amount of water given the nature of the storm? What you'll see here is kind of that proposed solution of we're upsizing lines, Briarcliff, Bradford and some parts of Moreland and also adding additional piping to get more water conveyed to the Sawmill Creek storm drainage that wasn't currently getting there through natural grading or whatever the case may be. We started designing that, got the price tag on that fix. It's always good from the city's standpoint, you know what the fix is, then the next question of course is, how much is it going to cost. Original projects were in the 1.5 to 1.8-million-dollar range; which is a big-ticket item. A year later, we had the May 28, 2019 storm event, that I think everybody is aware of, where almost 5 inches of rain fell on the City of Canfield and essentially went down 224 and effected Boardman and Poland. In a matter of 3 hours we had 5 inches of rain. So, that, as awful as it was, gave us a good indication of areas that need to be addressed. One of the major things, that we took away from it was, it was unpopular for me to say at the time but our storm system did what it needed to do. It was just overwhelmed for a period of time. I use the Giant Eagle parking lot as a good example, at 5:30 -6:00 that evening, it looked like a reservoir. But 3 hours later on the 11 o'clock news, they're standing in the parking lot and there is no water. From an engineering-design standpoint, you design storm sewer systems to handle certain types of storm events; knowing that you're never going to be able to design for the most significant storm event because you're spending upwards of multi-millions of dollars to design for something that may only happen, hopefully, once in a lifetime or one in 10 lifetimes. After that storm, we already started the study area. That storm helped us in looking for funding sources. We immediately started looking at what's called the Hazard Mitigation Grant Program.

Typically, it's a FEMA Grant from the Federal Government that is funneled down the Ohio Emergency Management Association. What the FEMA, Hazard Mitigation Grant Funds are typically used for is finding areas that are flood prone, flood plain areas that have now have residential structures or associated streams that cause habitual flooding in areas. Typically, those FEMA Grant Funds are used to essentially buy-out structures and clear the area to make it a natural flood plain and you're not affecting the property owners. One of our major concerns was obviously not impacting people's residential properties and livelihood. Our intent, all along, was how do we apply for these grants, with our proposed solution, hoping that they buy into, we're going to alleviate flooding, rather than trying to mitigate residential flooding. We were awarded the grant. It was a matching grant from Ohio EMA. We also utilized what's called the Ohio Public Works Commission to do our typical annual resurfacing of our roads but there is a multitude of projects you can submit for that. In terms of our matching funds; which ended up being, it was a 75/25 percent match grant; 75% federal funds, 25% local match and 12 ½% of that local match comes from the State of Ohio, EMA and then we're responsible for the 12 ½%. We applied to Ohio Public Works Commission for that 12 ½%. Of the 1.2-million-dollar proposal that we got on the table, it is 100% grant funded and we are not using any of the storm water funds that we have in the city to fund this project. Going back to after that May 28, 2019 storm, we looked at our funds, council took a hard look at them. What do we need? What do we need to do? Is the money there? I did an analysis and found out very quickly, we're basically able to maintain and operate what we've got. We have no way to improve and replace what needs to be improved and replaced. That's when we increased the storm water fees; which everyone will see on your utility bill. It went from \$3.00 every 3 months to \$8.00 every 3 months. I'm sorry, \$24.00 every 3 months. So, utilizing those funds we're able to start addressing the quick fixes. If we got to replace a like for like storm drain that failed, we can do that. Increase a pipe, we've done some projects this summer on Lakeview Circle; which was prone to flooding as well. We did a storm pipe replacement at the back of East Main Cemetery, it was a 36" line that was essentially failed. We were able to use the funds that we have now, to do those small fixes, in and around parts of Canfield to address needs very quickly. Something of this magnitude obviously takes substantial planning, engineering design and the funding that we're able to secure. The plan is now to proceed forward with a hopefully spring 2022 start of construction in all of the associated improvements you see tonight. Obviously, everybody is here because they see maps or there is somewhere along the lines of, how is this going to affect my property. That's what we're here to do tonight. We've got our engineer's. We've got some boards that show some of the conceptual designs. What you see is not going to be exactly what's put in the ground or constructed; once we get to that point. We know with some certainty that this is sort of the conceptual, here's what the plan is. I met with a couple residents before when we had the original conceptual plan, on proposed detention areas. I think at one time we had originally 5 somewhere along the Sawmill Creek drainage channel. As we looked at things, these are honed-in, narrowed to what we see as going to be the most beneficial and least impactful to a number of residents. Obviously, there are two proposed drainage areas or detention area. You'll see 3 on one of the maps. Only because it's kind of a, one of these options could be feasible. With that being said, if there are general questions, we'll entertain those first. Then from there, we'll let everybody come up and look at things. We've got engineers or myself to answer any questions that you have.

The City entertained questions from residents at this time.

The meeting was adjourned approximately at 6:15 P.M.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL