

AGENDA

CANFIELD CITY COUNCIL **REGULAR MEETING** January 15, 2025-5:30 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.

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** Authorizing the City Manager to Enter Into An Agreement with MS Consultants, Inc. in the Form Attached Hereto for Engineering Services Related to a Stormwater Management Plan Update and Declaring an Emergency.

Description: The scope of work provided herein will develop the Storm Waste Management Program revisions necessary for compliance with the Small MS4 Permit.

Action Needed: Passage of this Ordinance

Attachment(s): Agreement with MS Consultants, Inc.

- B. A **Resolution** of the City of Canfield Supporting the Ohio Municipal League's Challenge of AT&T's Tariff Application At the Public Utilities Commission of Ohio and Declaring an Emergency.

Description: Under current Ohio law, a municipality can require public utilities to relocate their lines at their own expense in order to accommodate the municipality's governmental function. However, the Ohio Supreme Court has held that if a tariff contains a provision requiring a city to cover costs of relocating utilities, the tariff language supersedes any city ordinance requiring the utility to cover the charges.

Action Needed: Passage of this Resolution and send to Ohio Municipal League.

Attachment(s):

Public Comments

12. Council Comments.

13. Adjournment

Introduced by: _____
First Reading: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH MS CONSULTANTS, INC.
IN THE FORM ATTACHED HERETO FOR ENGINEERING SERVICES
RELATED TO A STORMWATER MANAGEMENT PLAN UPDATE AND DECLARING AN
EMERGENCY

WHEREAS, the City of Canfield hereby desires to engage MS Consultants, Inc. to update the Ohio EPA required Stormwater Management Plan.

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

Section 1: That the City Manager is hereby authorized and directed to enter into the attached agreement with MS Consultants, Inc. for updating the Stormwater Management Plan, for an amount not to exceed \$24,817.00 (Twenty-Four Thousand Eight-Hundred Seventeen and 00/100)

Section 2: This Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, convenience and welfare of the City of Canfield and the inhabitants thereof, the reason being to be in accordance with the schedule that we submitted to the Ohio EPA.

Section 3: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meeting 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 _____, 2025.

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
STORMWATER MANAGEMENT PLAN UPDATE
A/E SERVICES AGREEMENT**

This Agreement (the "Agreement") is entered into and made effective as of the ____ day of January 2025, by and between **ms consultants, inc.**, 333 East Federal Street, Youngstown, Ohio 44503 ("Consultant") and the City of Canfield, 104 Lisbon Street, Canfield, Ohio 44406 ("Client"). The Consultant Client are referred to collectively as the "Parties" and individually as a "Party."

In consideration of the mutual promises, covenants, and agreements contained herein, which the Parties acknowledge are good, valuable and sufficient consideration for this Agreement, the Parties, intending to be legally bound, promise, covenant and agree as follows:

1. Scope of Services. Consultant shall update the Ohio EPA required Stormwater Management Plan (the "Services") as assigned to Consultant from time to time by the Client, either verbally or via written work order directive. Such Services are further described in the document attached as Exhibit A.
2. Standard of Care. Consultant shall perform the services under this Agreement with the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same or a similar locality in accordance with all applicable laws and regulations.
3. Term. Consultant shall complete its obligations no later than the time period set forth in Exhibit A as may be amended by agreement of the Parties from time to time.
4. Compensation & Payment. For the Services described in Paragraph No. 1, Client agrees to compensate Consultant in an amount not to exceed **Twenty-Four Thousand Eight Hundred Seventeen Dollars and Zero Cents (\$24,817.00)** ("Compensation"). Consultant shall invoice the Client on a monthly basis as work is performed. Consultant shall include supporting documentation as may be requested by Client. Payments are due and payable upon presentation of the Consultant's monthly statement. Amounts unpaid thirty days after the invoice date shall bear interest at the rate of 2.0% per month on the unpaid balance.
5. Independent Contractor. The Services of the Consultant will be provided as an independent contractor and Consultant will not be entitled to compensation as an employee, including but not limited to employee retirement benefits, vacation and sick leave and Consultant is not an employee of the Client.
6. Reuse of Documents. Upon compensation in accordance with the terms of this Agreement, Consultant grants to the Client a nonexclusive license to use the Consultant's documents prepared for the Project solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client. Documents prepared by Consultant are not intended or represented to be suitable for reuse by the Client for any other project outside the description provided of the project in this Agreement and any exhibits to it. Any reuse by Client of such documents without specific written verification and consent of the Consultant will be at the Client's sole risk without liability or legal exposure to Consultant. Client agrees to hold harmless the Consultant for any breach of this provision.

7. Confidentiality. The Client agrees to keep confidential and not to disclose any data or information provided by Consultant which is not otherwise in the public domain or required to be disclosed by order of a court or as required by law.
8. Insurance. Consultant shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or death of any and all employees or of any person other than such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by law or as set forth herein. Commercial general liability and automobile insurance in an amount not less than Two Million Dollars (\$2,000,000.00) for injuries, including those resulting in death, to any one person, and in an amount not less than Two Million Dollars (\$2,000,000.00) on account of any one accident or occurrence; non-owned and hired auto coverage combined single limit of \$1,000,000 per occurrence; uninsured motorist coverage in the amount of \$1,000,000 per occurrence. Professional Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence. All policies of insurance relating to the project shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against the Parties, or any insureds, additional insureds, or loss payees thereunder.
9. Indemnification. To the fullest extent permitted by law Consultant shall indemnify and hold harmless Client from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the project itself), but only to the extent caused by the negligent acts or omissions of the Consultant, its subconsultant, anyone directly or indirectly employed by them or anyone for whose acts the Consultant may be liable.
10. Consequential Damages. The Client and Consultant waive indirect and consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.
11. Successors. All provisions herein contained shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Client and of Consultant.
12. Severability. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the Parties as indicated by any such stricken term or provision.
13. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.
14. Modification. No modification or waiver of any of the terms of this Agreement will be effective against a Party unless set forth in writing and signed by or on behalf of a Party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance

with the terms of the Agreement, constitute the waiver or modification of any such terms. The Parties acknowledge that no person has authority to modify this Agreement or to waive any of its terms, except as expressly provided in this paragraph.

15. Termination. This Agreement may be terminated by either Party upon written notification to the other party and effective as of the date set forth in such notification. In the event the Client terminates the Agreement, the Consultant shall immediately cease all Services and Client shall immediately compensate Consultant for Services rendered.
16. Applicable Law; Rights Cumulative. This Agreement shall be construed in accordance with the laws of the State of Ohio, venue in Mahoning County, without reference to a state's conflict of law rules. All rights of the Parties hereunder shall be cumulative with all rights which the Parties hereto may have at law or in equity.
17. Third Party Beneficiaries. There are not third party beneficiaries to this Agreement.
18. Construction. The Parties acknowledge that each Party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.
19. Dispute Resolution. All disputes arising out of this Agreement shall be subject to mediation as a condition precedent to arbitration as administered in accordance with the then current rules for arbitration as established by the American Arbitration Association.
20. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall comprise one and the same document. The Parties shall accept facsimile or other electronic signatures to this Agreement and the same shall be valid as though it were an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the date set forth in the recitals above:



Consultant: **ms consultants, inc.**

Client: City of Canfield

Approved as to Form:

Law Director

**EXHIBIT “A”
TO THE ENGINEERING AGREEMENT**

**CITY OF CANFIELD
STORMWATER MANAGEMENT PLAN UPDATE**

**SCOPE OF SERVICES
DECEMBER 9, 2024**

PART 1 – PROJECT UNDERSTANDING

The City of Canfield falls under the requirements of an existing Ohio EPA Small MS4 Permit (3GQ00039*DG). Effective April 1, 2021, the Ohio Environmental Protection Agency (EPA) has published a revised Authorization for Small Municipal Separate Storm Sewer Systems to Discharge Storm Water under the National Pollutant Discharge Elimination System (NPDES Permit No. OHQ000004). The revised Small MS4 Permit stipulates that small MS4s renewing coverage shall update their Storm Water Management Program (SWMP) to be consistent with requirements of OHQ000004 within one year of the effective date of OHQ000004. The City was notified in a Notice of Violation dated October 18, 2024 that they were in violation since the SWMP had failed to be updated.

The scope of work provided herein will develop the Storm Water Management Program revisions necessary for compliance with the Small MS4 Permit. The SWMP will be revised based upon current information provided by the Owner, current City Ordinances, and current Ohio EPA Small MS4 Permit requirements. The SWMP will address the permit terms, including the Total Maximum Daily Load (TMDL) based performance standards for the Mahoning River watershed.

Following “Notice to Proceed” from the OWNER, ENGINEER shall initiate professional services for the project. The Scope of Work is presented below.

1.1 PROJECT MANAGEMENT

- 1.1.1. ENGINEER shall provide project management services including internal and external project coordination, scope, schedule, budget, invoicing, and quality assurance/quality control.

1.2 MEETINGS

1.2.1. Kickoff Meeting

- a. Upon receiving a “Notice to Proceed”, ENGINEER will proceed with a kick-off meeting. to discuss and more fully define the project requirements. The ms team will prepare an agenda and meet with the OWNER’s staff to kick-off the project. The Project Manager will attend in-person but a virtual option will be provided for attendees located outside of Northeast Ohio.
- b. The purpose of the meeting will be to further refine the overall goals of the project, identify any areas of concern that may prove to be problematic to a successful outcome, and provide a basic review of available documents.

1.2.2. Project Status Meeting

- a. One (1) meeting will be held throughout the course of the project to discuss the proposed revisions to the SWMP prior to finalizing the updated SWMP. This meeting will allow the OWNER with an opportunity to provide input and approval of any changes to the Best Management Practices (BMPs) for each MCM prior to finalization of the report.

1.3 SWMP UPDATE

- 1.3.1. The ENGINEER will review and research background data associated with the SWMP update including:
 - a. Ohio EPA Small MS4 Permit
 - b. City of Canfield Annual MS4 Reports (last three years)
 - c. City Storm Sewer Mapping (based on available GIS data provided by the OWNER)
 - d. 2018 City of Canfield SWMP
 - e. City Ordinances
- 1.3.2. Based on the background research, the ENGINEER will recommend updates/revisions for the following Minimum Control Measures (MSMs) per the requirements of the Storm Water Management Program:
 - a. MCM #1: Public Education and Outreach on Storm Water Impacts
 - b. MCM #2: Public Involvement/Participation Guidelines
 - c. MCM #3: Illicit Discharge Detection and Elimination
 - d. MCM #4: Construction Site Storm Water Runoff Control
 - e. MCM #5: Post-Construction Storm Water Management in New Development and Redevelopment
 - f. MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations
- 1.3.3. Recommendations for each of the six MCMs will be based upon specific processes, programs, rationale statements, measurable goals, tracking guidance, etc., as required by the Ohio EPA Small MS4 Permit. Each MCM will be updated to ensure compliance with the current Small MS4 Permit. The current (2018) City of Canfield SWMP will serve as the basis for these updates, and the supporting/general text from the 2016 SWMP will also be updated as necessary to produce a complete, cohesive final document
- 1.3.4. Following completion of Scope Item 1.3.1. and 1.3.2, the engineer will meet with the OWNER to present the proposed revisions, prior to finalization of the SWMP. The OWNER will have the opportunity to provide input and approval of any proposed changes to the Best Management Practices (BMPs) for each MCM. Upon the OWNER's review and approval, the document will be finalized.

1.4 DELIVERABLES

- 1.4.1. The following deliverable will be submitted at the completion of the project:
 - a. Updated SWMP (Hard Copy & .PDF)

PART 2 – ASSUMPTIONS

- 2.1.1. The scope of work does not include attendance at meetings outside of those specifically mentioned herein.

- 2.1.2. Development of storm water regulations for residential, commercial, or industrial development/redevelopment are not included in this scope.
- 2.1.3. At the request of the ENGINEER, the City of Canfield will provide available data records including, but not limited to: GIS data, record drawings, utility records, inspection/maintenance records, flood records, illicit discharge records, MS4 annual reports, City storm water mapping, current/past SWMPs, City ordinances, and any other documents reasonably requested by the ENGINEER for successful completion of the project.
- 2.1.4. Any figures or exhibits to be developed will be developed solely based on available information. No additional attributes will be developed to create the figures or exhibits.
- 2.1.5. Future annual updates to the SWMP are not included.
- 2.1.6. Future implementation assistance of the SWMP is not included.
- 2.1.7. Development of public education and training materials is not included.
- 2.1.8. Preparation and submittal of the Ohio EPA Small MS4 Permit Annual Report for 2025 or any subsequent years is not included.
- 2.1.9. Inspection of the storm water system or post-construction storm water storage areas is not included.

PART 3 – OWNERS RESPONSIBILITIES

- 3.1.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to ENGINEER's services for the project.
- 3.1.2. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 3.1.3. If the OWNER designates a person to represent the OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER shall be set forth in an exhibit that is to be identified, attached to and made part of this Agreement before such services begin.
- 3.1.4. Give prompt written notice to ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.1.5. Furnish, or direct ENGINEER to provide additional services as stipulated in this Agreement or other services as required in a timely manner.
- 3.1.6. Bear all costs incidental to compliance with the requirements of this section.

PART 4 – ADDITIONAL SERVICES OF ENGINEER

4.1 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

- 4.1.1. If authorized in writing by the OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed. These services are not included as part of Basic Services; these shall be paid for by the OWNER as a negotiated extra to the proposed work.

- a. Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character in construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- b. Preparing to serve or serving as a consultant or witness for the OWNER in any litigation, arbitration or other legal or administrative proceeding involving the project.
- c. Detailed design of recommended improvements, field survey, bidding services, construction administration and resident project representative services.
- d. Assistance with preparing funding applications.

PART 5 – SCHEDULE

- 5.1.1. ENGINEER estimates that the scope of work will require approximately three (3) months from the Notice to Proceed to complete dependent upon availability of OWNER records.

**RESOLUTION
INTRODUCED BY THE COUNCIL OF THE CITY OF CANFIELD**

**A RESOLUTION OF THE CITY OF CANFIELD SUPPORTING THE OHIO
MUNICIPAL LEAGUE’S CHALLENGE OF AT&T’s TARIFF APPLICATION AT
THE PUBLIC UTILITIES COMMISSION OF OHIO AND DECLARING AN
EMERGENCY**

WHEREAS, on December 18, 2024, the Ohio Bell Telephone Company dba AT&T Ohio (“AT&T”) filed a Telecommunications Form related to a change in its tariff for “Construction Charges, Relocation of Facilities” with the Public Utilities Commission of Ohio (the “PUCO”) in PUCO Case Nos. 24-1123-TP-ATA and 90-5032-TP-TRF (collectively referred to as “AT&T’s Tariff Application”);

WHEREAS, AT&T’s Tariff Application proposes tariff changes which will require any municipalities in which AT&T is located in the municipality’s public right-of-way to pay the full cost of any relocation or undergrounding of AT&T’s facilities, regardless of the reason for the relocation. This is in direct contradiction of current Ohio law;

WHEREAS, AT&T’s Tariff Application is subject to a thirty-day auto approval process, meaning that if the PUCO does not rule on the application, then the application is automatically approved, and the tariff change becomes effective on the thirty-first day after the filing of the application;

WHEREAS, if AT&T’s Tariff Application goes unchallenged and becomes automatically effective, municipalities throughout Ohio (and, subsequently, constituents who may or may not be AT&T customers) would be required to pay for any relocation of AT&T facilities in the public rights-of-way, even if the relocation or undergrounding is required for health, safety, or public welfare purposes;

WHEREAS, any challenges to AT&T’s application must be filed prior to the January 17, 2025, to allow the PUCO to pause the automatic approval process, allow challengers to be heard through an evidentiary hearing, and consider legal arguments. To challenge AT&T’s Tariff Application, an interested stakeholder must file a motion to intervene with the PUCO showing that it has a real and substantial interest in AT&T’s Tariff Application and the intervener is so situated that the disposition of the proceeding may, as a practical matter, impair or impede its ability to protect that interest; and

WHEREAS, the Ohio Municipal League has engaged counsel to challenge AT&T’s Tariff Application.

NOW, THEREFORE, BE IT RESOLVED by the COUNCIL of the City of Canfield, State of Ohio, that:

SECTION ONE: Council finds that AT&T’s Tariff Application directly changes and significantly impacts, to detriment to the City how this City manages and administers its public rights-of-way;

SECTION TWO: Council hereby authorizes and agrees to participate in and to intervene in the proceeding at the PUCO in order to challenge AT&T’s Tariff Application and any subsequent and/or necessary legal, administrative, legislative efforts; and

SECTION THREE: Council has been advised by the Ohio Municipal League that future financial and/or other support from the City may be necessary to the success of a challenge to AT&T’s Tariff Application and any related legal, administrative, or legislative efforts. City may take under consideration the specific amount or form of such financial and/or other support from City at a subsequent meeting of this Council.

SECTION FOUR: The immediate necessity for this action is declared an emergency for the preservation of public peace, health, and safety, and for the reasons set forth above, and this ordinance shall take effect immediately upon passage.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D. 2025.

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

MINUTES
CANFIELD CITY COUNCIL
REGULAR MEETING
JANUARY 2, 2025-5:30 P.M.

The meeting was called to order by Christine Oliver, President of Council, followed by the Pledge of Allegiance. The Clerk called the roll to which a quorum responded as follows: Mr. Dragish, Mr. Graham, Mr. Neff, Mrs. Oliver and Mr. Tieche.

Staff present: Christine Stack-Clayton, Finance Director; Charles Colucci, Chief of Police, and Tyler Thorn, Zoning Inspector.

Absent: John Rapp, Public Works Superintendent.

Under **PROCLAMATIONS & PRESENTATIONS**, there were none.

Under **MINUTES**, the MINUTES of the Regular Meeting on December 18, 2024 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MR. NEFF: I don't have anything to read but I've had several people ask me about the status of the MSC situation. Maybe we can informally talk about how we're going to set that for a next agenda.

MRS. OLIVER: We discussed it at the Fire Board Meeting on Monday.

ATTY. FORTUNATO: David or I will catch you up to speed during our reports.

MRS. OLIVER: I don't have anything except, I hope everyone had a happy holiday out there watching us on the internet as well. Happy New Year!

Under **REPORTS** of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police and Public Works Superintendent.

MR. TIECHE: I have nothing this evening.

MR. NEFF: At the last zoning meeting we talked about Red Gate and what we want to put out there. I've been asked by the City Manager to put in writing the request that we need for the infrastructure numbers that we have been discussing in council. We didn't know exactly where those came from. Is there a way that we can implement some of the infrastructure in stages. We didn't make any progress on defining that, other than those topics. That's my report.

MR. TIECHE: I'd like to ask a question. Are we then going to take the position that the city is going to be responsible for the cost of installation of all of the infrastructure items out there? If so, that would be a change in policy as far as development is concerned. I'd say, 15 or 20 years ago, we got away from the idea of the city fronting costs. That those costs were all borne by the developer when they were going to do the development. In lieu of that, we did have some, I guess maybe two projects that I can recall in which we (the city) took out a loan for the project and then established a special assessment that went against each of the individual lots as they were proposed for development. If we don't do something like that, we can be out of pocket several, several dollars. It can affect our long-term debt limit. If we can to do anything else in the future. If I'm wrong, Mrs. Clayton, please tell me.

FINANCE DIRECTOR: You're correct.

MR. NEFF: I completely agree with that. I don't think we could do anything unless we had an agreement worked out. Christine (I say this facetiously) spare time, could you look to see whether you could do an analysis of these past. We talked about that with Millennial Moments and now they're stagnant sales there.

FINANCE DIRECTOR: That is actually one of the funds that is a problem for budgeting for 2025. We took out a loan, fronting them the money for that and we were going to recoup it through permit fees. They're not pulling permits fast enough to pay the loan.

MR. NEFF: To even pay the interest on the loan? It's crazy.

FINANCE DIRECTOR: Yes. We're going to have an issue this year; unless they pull a lot more permits.

MR. NEFF: Right.

MRS. OLIVER: Anymore questions? Hearing none. Mayor Dragish.

MR. DRAGISH: I have nothing this evening.

MRS. OLIVER: Mr. Graham.

MR. GRAHAM: Nothing this evening.

MRS. OLIVER: For the Fire Board, for the month of December there were 233 calls, 114 transports, mutual aid given was 8, mutual aid received was 5 and one fire loss for \$5,000. Also, it's posted out there on social media that until January 20th, the fire district is taking applications for anyone that is interested in the at-large position. The deadline to have a resume and a letter of interest would be Monday, January 20th, it's right before the fire board meeting; which happens to be on the 27th of January.

MR. D'APOLITO: To who would someone submit that application?

MRS. OLIVER: It's actually to the Attn of Chief Hutchison.

MR. GRAHAM: Who does that replace?

MRS. OLIVER: He's also applying to keep his position; which would be Mr. Russo. That is the At-Large member. I do know that one person has already applied for that. If anyone else is interested, that's the deadline.

MR. TIECHE: There was a question raised at one of our council meetings about whether Mr. Russo was a resident of the township. Do we know if that's the case?

MRS. OLIVER: That's the whole thing. He was originally appointed to that board, I remember, it was done when I was on council previously. He was a city resident because he lived on my street. From what I understand, he's a township resident, and I know he goes back and forth between here and Florida, so I'm not actually sure of that. I don't have that exact answer. He indicated he changed his flight schedule to be here on January 27th for the meeting. Then, I guess, he will be in Florida after that. But, don't take my word for it. That's what I was told.

MR. D'APOLITO: He wouldn't be conducting that meeting, correct? At this point, the board is made up of 4 members.

MRS. OLIVER: Correct. I have some concerns about that because that's an uneven number. But, I will out of town for training; in Chicago that week, so that would be 3 people, so it won't be an uneven number. I don't know exactly how that is going to turn out.

MR. TIECHE: Do you have a copy of the By-Laws of the Fire District?

MRS. OLIVER: I do. I'll get those to everybody. They were changing their regulations, they just did that at the last Fire Board Meeting. We're supposed to get together with the township to look at these regulations, to get them on the same page between the city and township.

MR. TIECHE: We are supposed to get together, who is we?

MRS. OLIVER: Atty. Fortunato, you know about the fact that they just passed those updated

ATTY. FORTUNATO: A new set of regulations.

MRS. OLIVER: And we're supposed to get together at the beginning of this year to look at those.

ATTY. FORTUNATO: The City and the Township are going to meet. I don't know if any council members will be involved or not. We have to watch the Sunshine for a public meeting to consider that. Somebody from the township (inaudible).

MR. TIECHE: Again, you used the term “we”. Who is included in “we”?

ATTY. FORTUNATO: I don’t know yet.

MR. TIECHE: So, we don’t know if we have 1 or 2 people involved in that or whether the fire district has 1 or 2 people.

ATTY FORTUNATO: Well, the township and the city want to meet. So, the township can only have one representative and one elected official. We are going to talk about what we’re going to do on our end. We haven’t figured that out yet.

MRS. OLIVER: I voted no, when they wanted to pass them. I was out voted. I wanted to wait until we look at it and be on the same page.

MR. TIECHE: I guess my question is, how can they pass it, if we weren’t a participant?

ATTY. FORTUNATO: The Fire District can change their own rules and regulations.

MR. TIECHE: Don’t they have to provide the members on the Fire District Board, that will be voting on that, don’t they have to provide those individuals a copy of the regulations?

ATTY. FORTUNATO: They did.

MR. TIECHE: Did you get a copy?

MRS. OLIVER: Yes, and I voted against it. I was out voted. They assured me at that meeting that they were going to review this between the city and the township at the beginning of this year but they said to be done before the end of the year.

ATTY. FORTUNATO: The regulations of the internal governing document. The Joint resolution, the agreement between two constituent parties, the township and the city; that’s what we have to talk about. At least review it.

MRS. OLIVER: I’m not sure who the representative is going to be from the township, either. I asked Mr. Paloski, I told him I heard that Marie Cartwright was replacing him and he didn’t give me a straight answer, so I don’t know who is replacing him. That person, I would imagine, the one who is sitting in the January meeting. That’s all I have. Anymore questions? Hearing none. Let’s move on. Is anybody doing Mr. Rapp’s report tonight?

MR. D’APOLITO: I am, Mrs. Oliver. On behalf of Mr. Rapp, he apologizes. Normally, we have council meetings on Wednesday nights but this was varsity basketball game that his daughter is participating in and it was previously scheduled. The report reads that he and I will be conducting interviews for potential new Public Works employees. We have some interview

already scheduled. He is working on his 2025 budget requests. The water meter replacements continue. The big news is, the Hilltop water tank rehabilitation is completed and is fully back in service. That was a process that they started the day after Christmas. Here we are, a week or so later, and both tanks are in full operation. At this time of year, salting, snow removal of city streets and properties is ongoing.

MRS. OLIVER: Thank you. Let's move on to our Finance Director, Mrs. Clayton.

FINANCE DIRECTOR: Postcards will be mailed by the end of the month with information on how to obtain the city income tax return and what to include when you file. There is an option to E-File and pay any amounts owed on our website. An exemption certificate for retired individuals will be mailed out tomorrow. That is to individuals that in our software we have identified as being retired already. So, if you've recently retired, you may not get this letter. All you have to do is call and let us know. The taxpayer can complete this form instead of doing a tax return, if they'd like, as long as they have no earned income for 2024.

MRS. OLIVER: Thank you. I have to apologize. I need the name of our new Zoning Inspector.

MR. D'APOLITO: I want to introduce you to Tyler Thorn. Mr. Thorn is a member of our Public Works Department. Right now, he is in a hybrid situation with Public Works as well as Zoning Department. Council I'd like to introduce you Tyler Thorn and he'll give the report this evening.

ZONING INSPECTOR: Thank you For the year of 2024, the city wrote a total of 171 permits, totaling \$52,561.91. That is valued at \$8,148,233.29. Our next Design Review meeting is Tuesday, January 7th and our Planning & Zoning meeting is Thursday, January 9th. Prior to the Planning & Zoning meeting we will be having a public hearing. We will be discussing a new sign request for Mercy Health. That's all I have.

MRS. OLIVER: Thank you. You did very well for your first time.

ZONING INSPECTOR: Thank you.

MRS. OLIVER: Our Clerk, Mrs. Bernat.

CLERK: No report this evening.

MRS. OLIVER: Our Chief of Police.

CHIEF OF POLICE: Thank you. Happy New Year to all. Preparing for 2025 budget. On December 30th, was that your fire board meeting.

MRS. OLIVER: It was Monday.

CHIEF OF POLICE: I want to thank the fire board and Chief Hutchison for honoring current and former Canfield Police Officers with a life-saving award. The Officers were Chad Debarr, Kyle Young, and former Canfield Officers, Ellie Davidson and Brett Modic for saving the life of another, utilizing our AED's in their cruisers. I appreciate that specific situation and many others. Our officers carry AED's in our cruisers, automatic defibrillator and our officers have saved several lives over the years. They're not afraid to jump in and do it. A huge benefit of living in the city is the rapid response time, if the fire department doesn't get there first, our police will get there first. The Fire Department taken that opportunity to recognize them, thank you. That's it.

MRS. OLIVER: It was nice. Our City Manager, Mr. D'Apolito.

MR. D'APOLITO: Thank you, Mrs. Oliver. As I begin year two here, Mr. Tieche, day number 367 is my calculation. I'm excited about it. It's been a great year. I learned so much. I think that we've accomplished a lot of good things for our residents. I'm excited to go forward. As far as current things, I just want to recognize Jodi Flinn, our former zoning inspector, she did a great job for us. Throughout this time, she stayed with us in a part-time basis and has been very beneficial to the city in helping us during this transition. She is no longer going to be with the city. Most importantly tonight, I provided each member of council with a copy (inaudible) regarding Material Sciences. There is a lot of information in these 22 pages. I've gone through it all, read it all. I believe it has also been published on the MSC website. If anyone from the public would wish to read it as well, it is available there. I don't know if Atty. Fortunato wants to speak to it or if there are any specific questions.

ATTY. FORTUNATO: This is the first formal document that is going to come out of something like this from the E.P.A. This gives them an in forceful agreement with MSC regarding the clean-up. The leak is captured and contained. There is some outreach going on as well. The E.P.A. and MSC have met with Canfield Local School District, they're going to be conducting air quality testing there. They are also going to be visiting neighbors on S. Briarcliff whose properties are adjacent to the creek. It has been stated to me from the E.P.A. that nothing has gotten worse there. The situation, in my opinion at least, has seemingly turned from stopping the leak to capturing the leak to cleaning up what has happened. The clean up involves some historical clean-up. If you read this order you'll see some history in there about what has occurred over a long period of time. I've been told in my communications with the E.P.A. that this is going to take some time, in terms of the clean-up. It's a significant amount of work and expense for MSC. They seem to be up to that. The city manager and I spoke with their Attorney last week. I think she was forthcoming and good to deal with and receptive to our ideas. It's a tough situation out there but I'm pleased with the progress from the regulatory agencies, I'm pleased with the response from MSC, to date. We have our finger on it. We're paying attention to it. David and I went out and had a site visit. It's a big project that nobody is taking lightly. When you go out there and see what's happening, it's a big project. The clean-up is going to take a while. This document is an agreement between the E.P.A. and MSC as to what happened and what's going to happen next. The agreement requires a submission of corrective action plans that will be approved by the E.P.A. There is some real structure around the situation.

MR. D'APOLITO: The only thing that I would add is when Atty. Fortunato and I met with counsel, one of the things that we asked was, this agreement hadn't been signed yet, would the agreement address the current; which happened in July and would it address the historical issue that has been happening for decades. They told us it would. As I read it, and I've read through this entire document and I gave it to council as well, so that you can. I believe it does address the present and the past. It leaves the door open, if more contamination is discovered, that there is remediation for that. It appears to be a very comprehensive agreement.

MR. TIECHE: In your opinion, are they making the statement that the discharge has been eliminated?

ATTY. FORTUNATO: There is no active leak. That's what we're told.

MR. TIECHE: There is no active leak. So, we do not need to be concerned about anything in Sawmill Creek or anything on.....

ATTY. FORTUNATO: No. We're not saying that. Whatever is out there, is out there.

MR. TIECHE: Okay.

ATTY. FORTUNATO: Some of the stuff that is out there, as David just referenced, has been out there for a long time. But there is nothing more coming out.

MR. D'APOLITO: Just to be clear, Mr. Tieche. This is not our opinion. It's what we're being told.

MR. TIECHE: I understand.

MR. NEFF: It's what you're being told. That is what I was going ask. Trust and verify. I would hope that.

ATTY. FORTUNATO: We're not trusting MSC.

MRS. OLIVER: It's from the E.P.A.

ATTY. FORTUNATO: We trust them but we confirm everything with the E.P.A. Beyond that, I don't know what we can do.

MR. TIECHE: Has there been any downstream testing?

ATTY. FORTUNATO: There is going to be. It's all in here. You'll see it in here.

MR. TIECHE: Okay.

MRS. OLIVER: How do they get away with this for so long?

ATTY. FORTUNATO: I don't think they got away with anything. I'm not sure they even knew it was happening.

MRS. OLIVER: That's a long time, decades.

MR. NEFF: You mentioned their Atty, were you referring to MSC's or the....

ATTY. FORTUNATO: MSC, Terri Czajka and also Todd Anderson, the Ohio E.P.A. General Counsel.

MRS. OLIVER: Anything else, Mr. D'Apolito?

MR. D'APOLITO: No.

MRS. OLIVER: Council do you have any questions on the reports that you've just heard?

MR. NEFF: I understand that there were two reports that were submitted. Was there a second one?

ATTY. FORTUNATO: This isn't a report. There are findings.

MR. NEFF: What was the other document?

MRS. OLIVER: That was the report that was 3,000 pages.

ATTY. FORTUNATO: You can find those reports online. On MSC website.

MRS. OLIVER: Yes, it was 3,000 pages. Any other questions from council? Hearing none Residents? Hearing none

Under **PERSONS, Desiring to Appear Before Council:**

MRS. OLIVER: I don't have anybody signed up to speak.

Under **OLD BUSINESS**, we have none.

Under **NEW BUSINESS:**

ITEM A: A Motion Appointing an Acting Manager.

MRS. OLIVER: 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. TIECHE: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. GRAHAM: Madam President, I have a Motion Appointing an Acting Manager. I move for passage.

MR. DRAGISH: Second.

MRS. OLIVER: Do you want to explain that for us?

ATTY. FORTUNATO: Sure. So, we do this annual in the absence of the City Manager; whether that is an intentional absence, a planned absence or not. This allows us to have this standing order in place, so to speak. We know who the acting manager would be and it's succession. If the Chief isn't available, then Christine, then Assistant Chief Weamer. We would not be gathering together for a special meeting to appoint an acting manager.

MRS. OLIVER: The same as always.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

Motion 2025-01.

Under **COUNCIL COMMENTS:**

MR. NEFF: I would like to make a comment about the spill because I'm still extremely concerned about it and I don't want our residents to have the feeling that there is nothing we can do and we're not doing everything that we can. The fact that we have to go through Dan Williamson, the Public Relations appointee for MSC, who lives in Columbus, when we ask a question. I asked back when it happened, does the plant have a safety policy? Do they have a safety director? It was only today that he read me a safety policy and didn't give me any name of a safety director. I told him that I didn't think it was acceptable that we're not allowed, no one is allowed to inspect that plant.

ATTY. FORTUNATO: The E.P.A. is.

MR. NEFF: Right. No one from the city is. I think the Fire District, the Chief told me that once a year, they're allowed to go in and inspect. We'll have something coming, in 2025. From what I've heard from past employees and forth, it is a genuine concern.

ATTY. FORTUNATO: I think we're all treating it as a genuine concern. I've spent a lot of hours in the last month looking at this and paying attention to this and figuring out what we need to do, if anything. Considering shutting down the business and why that might not be the right approach. I don't think anybody should think we're not taking this seriously.

MR. NEFF: That's not what I'm saying. I'm just saying that

ATTY. FORTUNATO: Citizens. I would hope the citizens wouldn't think that because we have spent a lot of time on this.

MR. NEFF: Has there been discussion or any proposals for a town meeting?

MRS. OLIVER: That was at our last meeting, we talked about that. We addressed that at the Fire Board as well on Monday. I let them know that we are going to be having a Town Hall; which Mr. D'Apolito told us that at our last meeting.

MR. D'APOLITO: That is one of the proposals that I mentioned at the last meeting. These are the people that I think should be there. Mill Creek Park it's on their property, the School Board it's on their property, the Fire Department, the E.P.A., MSC, City of Canfield, August Mack, Mahoning County Board of Health I met with them. I was on site with them. I just think we need to get all the players together and have people to be able to answer questions. That is one of the things that was discussed in our meeting that Atty. Fortunato and I had with MSC's Attorney, we wanted to do this and we wanted them to participate. Obviously, she need authority from her client to agree to that. She thought it would be a good idea.

MRS. OLIVER: The Haz-Mat Team from Mahoning County since Robin Lees stated that he receives reports from them on hazardous material. I think that would be good to have Haz-Mat there too.

MR. NEFF: Is that in this report? You said, you read the report that the materials that now, they're designated as a.....

ATTY. FORTUNATO: You'll see it all in there.

MR. NEFF: Okay. Do we need a month? To think about a Town Hall.

ATTY. FORTUNATO: I think we're already thinking about that.

MR. D'APOLITO: I think about a month, 30 days to get all the people together. Get a space that we can use, whether it be at the high school or the extension farm. Both entities have an interest, Mill Creek Park as well as the school. It's just a matter of coordinating it all and getting notices to everyone.

MRS. OLIVER: We have to have public notice and that takes times.

MR. NEFF: Thank you.

MRS. OLIVER: Any other closing comments from council?

MR. DRAGISH: Just, Happy New Year!

MRS. OLIVER: Have a Health, Happy, Safe New Year!

MR. DRAGISH: As I was saying before, it came a little early. I don't know if anybody was paying attention but my phone was actually faster than the ball drop. Maybe I was the only one but it just seemed like it came a minute fast. Happy New Year! Have a safe and prosperous new year.

MRS. OLIVER: Do I have a motion to adjourn?

MR. NEFF: So, moved.

MR. GRAHAM: Second

MRS. OLIVER: We are adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL