

AGENDA

CANFIELD CITY COUNCIL

REGULAR MEETING

February 5, 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 Entering Into An Agreement Between the City of Canfield and Dynegy Energy Services East LLC, for an (Opt-Out) Electric Aggregation Program.

Description: Our Contract is coming due in May of 2025 with Energy Harbor. Energy Harbor and Vistra Corp. merged under the name Dynegy. Our Broker determined the best pricing is with Dynegy Energy Services. The price will be .0866/kWh.

Action Needed: Passage of this Ordinance

Attachment(s): Agreement with Dynegy Energy Services East, LLC

Public Comments

- B. An **Ordinance** Adopting an Internet Auction Policy for 2025 for the Disposal of Unneeded, Obsolete or Unfit Personal Property.

Description: Ohio Revised Code (ORC) Section 721.15(D) authorizes municipalities to dispose of obsolete, unneeded or unfit for use, property through internet auctions. Furthermore, ORC 721.15 (D) requires the establishment of a policy annually for the administration of the internet auctions.

This Ordinance adopts an internet auction policy for the City of Canfield for Fiscal Year 2024 for the disposal of unneeded, obsolete, or unfit personal property

Action Needed: Approval of Ordinance.

Attachment(s): Ordinance.

C. An **Ordinance** Declaring Surplus Property and Authorizing its Disposal.

Description: When it is determined that certain vehicles or equipment are no longer useful to, or needed by the City, Council must declare the item(s) as surplus and authorize the disposal of the items. This vehicle is the meter reading car.

Action Needed: Approval of Ordinance declaring surplus property and authorizing its disposal.

Attachment(s): None.

D. A **Resolution** Requesting Advances on the Collection of Real Estate Taxes.

Description: The Mahoning County Auditor provides real estate tax collection disbursements to the City of Canfield as the funds are received. Ohio Revised code allows for public entities to formally request for those disbursements to be done in advance of collections.

This resolution acts as the formal request to the Mahoning County Auditor for the advance of collections on real estate taxes to the City of Canfield

Action Needed:
Approval of resolution requesting advances on the collection of real estate taxes from the Mahoning County Auditor.

Attachment(s):
Resolution requesting Advances on the Collection of Real Estate Taxes

Public Comments.

12. Council Comments.

13. Adjournment

Introduced by: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
BETWEEN THE CITY OF CANFIELD AND DYNEGY ENERGY SERVICES, LLC FOR AN (OPT-OUT)
ELECTRIC AGGREGATION PROGRAM.

WHEREAS, the City of Canfield continues to be interested in reducing its overall energy costs by opt-out aggregation and aggregating its government owned electric accounts; and

WHEREAS, pursuant to the Agreement, Dynegy Energy Services, LLC. has been designated the electric generation supplier for the City of Canfield's Governmental Aggregation Program; and

WHEREAS, the Parties have negotiated a fixed rate; and

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

Section 1: **Term**: The Parties agree that the term of the Agreement shall be for 12 months, beginning May 2025 through May 2026 meter read. The rate will be fixed. Customers that join the aggregation program and then leave during the term of this service period will not be charged a termination fee.

Section 2: **Price**: Dynegy Energy Services, LLC will deliver electric generation at a fixed rate of \$.0866/kWh during the term.

Section 3: **Affirmation of Terms and Conditions**: In all other respects, the Parties affirm the terms and conditions of the Agreement.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, thereof, for the reason that it is immediately necessary for supplier to start work by the end of February.

Section 5: 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.

The Parties acknowledge their Agreement to the terms herein by their signatures below.

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 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

MASTER AGREEMENT
TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES
BY AND BETWEEN
CITY OF CANFIELD, OHIO
AND
DYNEGY ENERGY SERVICES (EAST), LLC
D/B/A DYNEGY ENERGY SERVICES, LLC

THIS AGREEMENT ("Agreement") is made this _____ day of _____, by and between **City of Canfield, OH ("City")** and **Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC, ("DESE")** acting by and through properly authorized officials (hereinafter the "City" and DESE may from time to time be referred to as a "Party" and together, as the "Parties").

WHEREAS

1. On November 18, 2009 the City approved an ordinance to establish an "opt-out" electric aggregation program (the "Electric Aggregation Program" or the "Program") pursuant to Ohio Revised Code ("ORC") Section 4928.20, for the residents, businesses, and other electric consumers eligible to participate in the aggregation program (the "Buying Group"), and for that purpose, to take greater control over the electric purchasing decisions for the City and its qualifying residents, with the desire to take advantage of the collective purchasing power of the City for the benefit of the Buying Group.
2. On December 26, 2023, the City was **certified** as a governmental aggregator under Certificate #09-188E (8).
3. On December 24, 2009, the City was **previously certified** as a governmental aggregator under Certificate #09-188E(1).
4. The City desires to select and use DESE, during the term of this Agreement, as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by DESE and the City pursuant to the terms set forth in Section 2 of this Agreement.
5. The "Buying Group" shall consist of all retail electric loads, except mercantile customers, that are located within the City and for which there is a choice of supplier of that service, and who are otherwise eligible to participate in the governmental aggregation program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms to be kept and performed and the aforementioned recitals, which are incorporated herein by reference, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 Electric Governmental Aggregation Program

City shall take all actions necessary to maintain its certification as a governmental aggregator with the Public Utilities Commission of Ohio (“PUCO”) at all times through the term of this Agreement and any extension(s) hereof. City shall not assume the credit risk for any nonpayment on behalf of any Customer (as defined below) in its Electric Aggregation Program.

1.2 DESE

DESE is duly certified by the PUCO as a competitive retail electric service provider and, as such, is authorized to provide such services to serve the City’s residential and small commercial customers who do not opt out of the Program.

DESE shall act as an independent contractor to the City and shall not be deemed an employee or representative of the City.

1.3 Customers

The end users in the City’s Electric Aggregation Program will be the residential and small commercial customers within the City’s political boundaries that do not opt out of the Program (“Customers”) and who are otherwise eligible to participate. On behalf of the Customers, the City reserves the right to approve the supplier’s terms and conditions for the supplier’s contracts with the Customers.

1.4 Utility

For the purposes of this Agreement, First Energy Ohio (“Utility”) shall be the electric distribution utility and will provide electric distribution services for all electricity supplied under this Agreement.

SECTION 2 SCOPE OF WORK

The City shall use DESE as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by DESE and the City pursuant to the terms set forth below. The Parties hereby agree to undertake, perform and complete the services and/or actions described below:

2.1 DESE and the City hereby agree that the rate Customers will pay for electric generation service provided by DESE under the Electric Aggregation Program shall be as set forth in

Attachment A hereto ("Billing Rates") and in accordance with Attachment B (Dynergy Greenback Program).

2.2 DESE will be responsible for the costs of obtaining the eligible customer list from the Utility and/or from any other resource it deems useful in creation of an accurate list. The City will share its resources to help mitigate the cost of assembling and verifying this list and will request the eligible customer list from the Utility. It will be the joint responsibility of the City and DESE to approve the list to be used. DESE shall perform, and the City will assist, to the best of their abilities, in the necessary list cleansing to ensure that only those Customers who are eligible to participate are included on the list. DESE and the City acknowledge that the list acquired from the Utility is represented by the Utility to be a list properly cleansed to include only those Customers that are eligible for the Government Aggregation, as detailed in ORC Section 4928.20. To the extent the Utility fails to provide such a list, the Parties hereto expressly waive any claim against each other resulting from such failure by the Utility.

2.3 Upon notification and request to DESE by a Customer who was eligible at the time of the initial opt-out notification and who remains eligible, DESE shall enroll any such Customer wishing to join the Program. If an ineligible customer receives an opt-out notice and is enrolled in the Program, upon knowledge of or notice to DESE, DESE shall take immediate steps to return that customer to their local utility's standard service. DESE will also be responsible for reimbursing any switching fee and negative differential charges resulting from the improper switch, if notified by a customer with a legitimate grievance.

2.4 DESE shall print and mail opt-out notice packets to Customers that appear on the cleansed list. The packet shall contain an opt-out notice scripted by the City, a terms and conditions page outlining Customer contract provisions scripted by DESE and approved by the City, and may also include other information as agreed upon by the City and DESE. DESE shall bear the costs associated with preparing, printing, and mailing the opt-out notice packets.

2.5 DESE shall receive and organize the opt-out responses and prepare a final listing of those Customers to be enrolled in the program. DESE will also handle the information sharing/verification process with ("Utility") for the transfer of accounts.

2.6 DESE will utilize its customer call center resources to handle customer calls and concerns. DESE maintains a toll-free telephone number that will be provided in all written correspondence with Customers, as well as the DESE website that can be used by Customers to get answers to frequently asked questions. DESE understands that the City is not equipped to handle large volumes of customer calls and will be dependent on DESE for this function. The City will remain available to answer questions regarding customer inquiries as needed by DESE.

2.7 Once timing is finalized between the City and DESE, DESE will conduct an initial opt-out opportunity (the "Initial Opt-out"). Thereafter, no new Customer will be enrolled in the aggregation until a subsequent offering, at the City's discretion ("Interim Opt-outs") is conducted.

DESE will provide the services set forth in Sections 2.2 through this 2.7 with respect to an Interim Opt-out, as it did for the Initial Opt-out. The purpose of the Interim Opt-outs is to provide an opportunity for newly-eligible Customers (by way of example only and not by way of limitation, a resident new to the City since the time of the list compilation for the Initial Opt-out) to take advantage of the Program. All Interim Opt-outs will be conducted in the same manner as the initial opt-out, except that any price notifications may be provided in an expedited fashion, as long as a full opt-out notice has been provided within the term of this Agreement.

2.8 Notwithstanding anything to the contrary herein, DESE agrees that, upon notification by any former Customer of the Buying Group and once provided with appropriate documentation, DESE shall re-enroll any Customer who is in the Program and who moves to a new location within the City and within the Utility's service territory. This can be accomplished as an opt-in enrollment. Appropriate documentation shall include a signed agreement, telephone verification of enrollment, or internet enrollment into the Program. The price, terms, and conditions, once re-enrolled, shall continue for the remainder of the Customer's initial term at the Customer's prior address, although in no event shall the term exceed the term of this Agreement. In addition, DESE shall permit any new resident of the City, who is within the Utility's service territory and who moves into any facility existing at the time of execution of this Agreement, to opt into the Program at the then current terms and conditions for the Program, for the remaining term of the Program as specified in this Agreement. Residents of newly constructed facilities, if eligible, will be permitted to enroll in the Program during Interim Opt-out notifications and may, in DESE's sole discretion, be permitted to enroll in the Program as opt-in Customers, from time to time.

2.9 If the Utility charges a switching fee for all Customers choosing a new supplier under the Choice Program, DESE agrees to pay this fee.

2.10 DESE's arrangements regarding electric supply shall comply with the Choice Program. DESE will supply and manage deliveries to meet 100% of the Buying Group's electric supply requirements. Pricing shall not include Utility charges, fees, or expenses, other than as set forth in Section 2.9 hereof.

2.11 If the PUCO requires information or documents regarding the Aggregation, DESE agrees to assist in compiling such information in the possession and control of DESE.

SECTION 3 TIME OF PERFORMANCE AND TERM OF CONTRACT

3.1 This Agreement and DESE's obligations under this Agreement shall commence on the **May 2025 meter read date** (the "Effective Date") and shall terminate on the later of the **May 2026 meter read date** or the date of commencement of another agreement related to aggregation Administrative Services by and between the City and another such administrator, unless the Agreement is extended for an additional term(s) by mutual written agreement of the City and DESE.

3.2 The City shall have the right to begin negotiations with DESE and other electric suppliers during the term of this Agreement in order to ensure a seamless transition and continuation of the Program. If the City chooses a different supplier upon the termination of this Agreement, DESE shall reasonably cooperate with the City and the new supplier in a timely manner in order to ensure a seamless transition to the new supplier. This would include providing a list of Customers who, according to DESE's records, are participating in the Program at the time such request is made.

SECTION 4 DELIVERIES

4.1 On and after the Effective Date and throughout the term of this Agreement, DESE shall provide firm, full requirements electric supply to the Utility's distribution system in accordance with the Utility's delivery guidelines.

SECTION 5 BILLING AND PAYMENT

5.1 DESE shall delegate the billing obligations to the utility, such that Customers will receive an invoice for the Utility's charges and DESE's charges on the same monthly bill. Payment will be due according to the Utility's billing schedule. Customer will make payment to the Utility. If Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements, DESE may terminate this agreement by giving Customer written notice of at least fourteen (14) calendar days. Customer's failure to pay the Utility's charges may result in the account(s) being disconnected in accordance with the Utility's tariff. If an account is switched back to the Utility for service, it may not be served under the same rates, terms and conditions that apply to other customers served by the Utility.

SECTION 6 NON-PERFORMANCE/TERMINATION

6.1 If DESE fails to meet its obligations to deliver electric supply under this Agreement and its failure is not excused by any provision under this Agreement, then DESE shall reimburse the Customers for any difference between DESE's price and the price that the Customers pay for any replacement electric supplies, as necessary to meet the Customers' needs due to DESE's failure to perform.

6.2 If, based upon a material change in the creditworthiness of DESE, the City has reasonable grounds for insecurity regarding DESE's performance of any material obligation under this Agreement, the City may demand "Adequate Assurance of Performance," which, in the aggregate, may not exceed \$100,000. "Adequate Assurance of Performance" shall mean sufficient security, in the form, amount, and term reasonably acceptable to the City, including, but not limited to, a standby letter of credit or a guaranty.

If DESE fails to provide Adequate Assurance of Performance as described above, within five (5) business days of written demand from the City, then the City shall have the right, after written

notice, to terminate this Agreement and have DESE transfer all aggregation Customers back to the Utility with the corresponding end-of-service notification.

6.3 A Party may terminate this Agreement prior to its natural expiration for: (i) a material breach of any of the terms contained herein by the other Party hereto which has not been cured within fifteen (15) days after written notice by the non-defaulting Party or such other cure period set forth in this Agreement, or (ii) in accordance with the following contingencies:

A. **Illegality.** Due to the adoption of or change in any applicable law or any interpretation of any applicable law by any judicial or governmental authority, it becomes unlawful for either Party or both Parties to perform any obligation under this Agreement or its Attachments.

B. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure event.

C. **Failure of the City to maintain its status as a PUCO Governmental Aggregator.**

6.4 **Regulatory Out** – Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events).

DESE has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DESE, Customer agrees that DES may propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by DESE under this Agreement. If DESE proposes new contract terms in accordance with this clause, DESE will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DESE, and (3) when the new contract terms will take effect following Customer's acceptance. Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively

accept the new contract terms within thirty (30) days of the written notice, DESE may in its sole discretion elect to terminate this Agreement without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and DESE, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity; alternatively, DESE may, in its sole discretion, elect to continue supplying electricity to Customer under the original terms of this Agreement.

SECTION 7 FORCE MAJEURE

7.1 Force Majeure shall include, but not be limited to the following: (i) physical events such as Acts of God, landslides, lightning, earthquakes, fires, storms (including hurricanes), or storm warnings, which result in evacuation of the affected area, floods, washouts, explosions, breakage, accident, or necessity of repairs to machinery or equipment or transmission or distribution lines; (ii) weather-related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution lines; (iii) interruption and/or curtailment of primary transmission or distribution lines where such interruption directly affects electric supply deliveries under this Agreement; and (iv) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections, terrorist acts, or wars. DESE and the City shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

7.2 Neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible transmission or distribution lines; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, DESE's ability to sell electric supply at a higher or more advantageous price than the price under this Agreement or the City's ability to purchase electric supply at a lower or more advantageous price than the price under this Agreement; or (iv) the loss or failure of DESE's electric supply or depletion of supply, except, in either case, as provided in Section 7.1.

The Party whose performance is prevented by Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. The claiming Party shall exercise due diligence to remove the inability to perform as soon as reasonably possible, if possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure event, to make or accept delivery of electric supply, as applicable, to the extent and for the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

SECTION 8 APPLICABLE LAW

This Agreement and all provisions herein will be governed by and interpreted under Ohio laws. Any and all litigation between DESE and the City related to this Agreement shall be brought in either a state or federal court located within the State of Ohio.

SECTION 9 MISCELLANEOUS

9.1 If any provision in this Agreement is determined to be invalid, void, or unenforceable by any court or agency having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

9.2 No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

9.3 This Agreement sets forth all understandings between the Parties respecting each transaction subject hereto, and any prior contracts, understandings, and representations, whether oral or written, relating to such transactions are merged into and superseded by this Agreement. This Agreement may be amended only in writing, executed by both Parties.

9.4 The Parties shall treat as confidential all terms and conditions of this Agreement, including information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, the Parties shall be allowed to acknowledge that an Agreement for electricity does exist between the Parties.

9.5 The City and DESE each represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound thereby.

9.6 Neither Party may assign or transfer rights and obligations under this Agreement without the written consent of the other Party. Such consent may not be unreasonably withheld. Notwithstanding the foregoing, the DESE may assign this Agreement to an affiliate in connection with the sale of all or substantially all of the DESE's assets without the consent of City. If this occurs, the DESE shall provide the City with five (5) business days' written notice.

9.7 Any notices, requests or demands regarding the services provided under this Agreement shall be sent to the following parties:

A. CITY

City of Canfield, Ohio
104 Lisbon St.
Canfield, OH 44406

Ph: (330) 553-1101

B. DESE

Attn: Retail Contract Administration
Dynegy Energy Services (East), LLC
6555 Sierra Drive, 1-W-1
Irving, TX 75039

Linda L. Ponikwia
Dynegy Energy Services (East), LLC
312 Walnut Street, Suite 1500
Cincinnati, Ohio 45202
Ph: 513-762-8219
Email: Linda.Ponikwia@vistraenergy.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first mentioned above.

CITY:

City of Canfield, Ohio

By: _____

Name: _____

Title: _____

DESE:

Dynegy Energy Services (East), LLC

By: _____

Name: Linda L. Ponikwia

Title: Manager Municipal Aggregations

ATTACHMENT A

BILLING RATES

DESE will provide retail electric generation service during the term of this Agreement at the following Billing Rates:

City of Canfield, OH: Initial box below to Elect Term and Price		
	Retail Power Price	Delivery Term: 12 months
	\$ _____/kWh	May 2025 meter read date through May 2026 meter read date

ATTACHMENT B

DYNEGY GREENBACK PROGRAM

As result of executing this Electric Service Agreement, Customer is eligible to participate in Supplier's Greenback Program and receive up to the following amount(s) in rebates for qualifying energy efficiency work performed and completed at Customer's service locations after execution of this Electric Service Agreement. Funds will be available per the details below. Customer must provide all appropriate documentation to Supplier in the form of invoices and/or contracts for all completed qualifying energy efficiency work on or before such date or the remaining unpaid rebates will expire at that time. Supplier shall have the right to audit Customer's facilities to verify any energy efficiency work submitted for the payment of rebates. Amounts shown below correspond with the term selected in Table 1.

Term (Months)	Greenback Offer
12	• \$_____ for qualifying energy efficiency work performed and completed from May 1, 2025, through April 30, 2026, and submitted by April 30, 2026.

Introduced by: _____
First Reading: _____

**AN ORDINANCE ADOPTING AN
INTERNET AUCTION POLICY FOR 2025
FOR THE DISPOSAL OF UNNEEDED, OBSOLETE
OR UNFIT PERSONAL PROPERTY**

WHEREAS, the City of Canfield desires to adopt its policy pursuant to which it may dispose of unfit, unneeded or obsolete personal property by internet auctions, and

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

Section 1: That the City Manager may dispose of unneeded, obsolete or unfit personal property in accordance with the following policy:

**City of Canfield
Internet Auction Policy**

1. No action taken by the City to sell unneeded, obsolete or unfit personal property of the City shall supersede authority granted them by the Ohio Revised Code.
2. Auction time frames for each sale shall be ten (10) days including Saturdays, Sundays and legal holidays and all required notices and postings will be provided.
3. All items available for sale will be posted on the City’s website at www.canfield.gov. The City website will also contain a direct link to auction site.
4. All items will be sold “as is” and the City shall make no warranty as to condition of any item.
5. The City reserves the right to withdraw any item from any auction at any point prior to the award of bid.
6. The City reserves the right to establish a minimum price per auction item.
7. Auction items may be available for public inspection if practical and if arrangements are made in advance.
8. Bids will only be accepted through EBay.com, or other entity as provided in the applicable legislation to dispose.
9. Successful bidders will be notified by the City. Payment will be by certified bank check, or through internet auction payment service Paypal.com, or direct debit or credit card charge.

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 _____, 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 TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____
First Reading: _____

ORDINANCE

AN ORDINANCE DECLARING SURPLUS PROPERTY
AND AUTHORIZING ITS DISPOSAL

WHEREAS, the City Manager has recommended that certain vehicles are no longer needed by the City; and

WHEREAS, Council desires to declare the following vehicle surplus and dispose of it.

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

Section 1: The following vehicle and accessories are hereby declared surplus:

2008 Ford Focus	Vin# 1FAHP34N58W102088
------------------------	-------------------------------

Section 2: The City Manager is hereby authorized to dispose of the listed vehicle in accordance with the applicable City of Canfield Ordinances.

Section 3: 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 Ohio Revised Code.

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 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: _____

RESOLUTION

A RESOLUTION REQUESTING ADVANCES ON
THE COLLECTION OF REAL ESTATE TAXES.

WHEREAS, Ohio Revised Code Section 321.34 provides for advances on real estate tax collection from the County Auditor; and

WHEREAS, Council desires to formally request said advances pursuant to Code.

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

Section 1: The City of Canfield hereby requests advances on the collection of 1st and 2nd half tax year 2024 Real Estate Taxes.

Section 2: 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., 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 15, 2025-5:30 P.M.

The meeting was called to order by Mrs. 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; Tyler Thorn, Zoning Inspector and John Rapp, Public Works Superintendent.

Under PROCLAMATIONS & PRESENTATIONS, there were none.

Under **APPROVAL OF MINUTES**, the Minutes of the Regular Meeting on January 2, 2025 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MRS. OLIVER: Does anybody have any communications to share this evening? Hearing none. The only communication I have is, it's freezing outside.

REPORTS of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent:

MR. TIECHE: I think all members of Council received a copy of the Parks, Recreation & Cemetery Board Minutes of January 8th. That would stand as my report.

MR. NEFF: Planning & Zoning met last week, we had a vote on allowing signage on 224, it was voted down. Essentially, it was to advertise the Mercy Health Walk-In Clinic that is a clinic on Talsman. They're having trouble with the public knowing it's there. Our Ordinances do not allow for signage to be not on premise. So, we couldn't set a precedent to allow that. They wanted to put it at Tequila Jalisco's a sign saying Mercy Health with an arrow. That was defeated.

MRS. OLIVER: Attorney Fortunato, is there anything that can be done? That can be something important for residents knowing where to go.

ATTY. FORTUNATO: The issue is the precedent that gets set. You're going to allow off site directional signs for any business. I know it's health care facility but I don't know that, that's a line that you can draw. In my opinion, it would be a very dangerous precedent to allow that on East Main. The bought the building where they bought the building. There is signage at that building. The fact that it might not be ideal for traffic, maybe should have been taken into

consideration when they bought or leased where they're located. Just think of the plethora of directional signs that would occur if we start allowing that. Our Ordinance is very clear, that they're allowed one free-standing sign and if they needed another free-standing sign, we've granted that adjustment before. I'm not sure there is a directional sign in the city other than, Bernard Daniels.

MR. DRAGISH: Probably Bernard Daniels and the school.

ATTY. FORTUNATO: The school. That was before zoning. The banks have drive-thru directional signs, on their property. This would be off site, on somebody else's property, pretty far away, on another street. I just think it's a difficult thing to do.

MRS. OLIVER: Understood. Thank you for clarifying that for the people watching. Mayor Dragish.

MR. DRAGISH: I have my Mayor's Monthly Statement to Council. Fines and other monies collected and received, the net collections to the city is \$550.01. Also, I didn't mention it in the reading of communications but I had the privilege of swearing-in 3 police officers on Monday afternoon. It's an exciting time in Canfield. They're a young group. It's good to see some young professionals out there that will be out on the street. Kudos to Chief and everybody involved. It was a nice crowd. Their families came. I really enjoy the swearing-in of the police officers, it's a nice thing. That's all I have to say.

MRS. OLIVER: Thank you. Mr. Graham.

MR. GRAHAM: Design Review met January 7th. Those minutes were circulated. The approval was two items, siding at 146 East Main Street and signage at Farmer's National Bank.

MR. DRAGISH: I saw the Farmer's signage go up on the new building. I think it looks absolutely wonderful how they incorporated it into the building on the side. It looks great.

CHIEF COLUCCI: I like it.

MRS. OLIVER: As for the Fire Board, the next meeting is January 27th. Our new representative from the city will be joining us on the fire board. We will find out who our member at large is going to be. So, we don't have a report to report tonight.

MR. NEFF: When is that meeting again?

MRS. OLIVER: January 27th. It's always the 4th Monday of the month.

MR. TIECHE: Is the new ladder truck in service yet?

MRS. OLIVER: We did get pictures of the new ladder truck. It's really nice. At the last meeting, they were in the process of finishing up the loan. That was going to be into the first week of February. It's a beautiful truck.

MR. TIECHE: Is Dan Herbs (spelled phonetically) still active in Herr Fire Equipment, do you know?

MRS. OLIVER: I do not know.

ATTY. FORTUNATO: Sutphen.

MR. TIECHE: Sutphen Fire Equipment is a company in Columbus. Dan Herb worked for Sutphen and started his own fire equipment business. I understand that he is selling Sutphen fire in the equipment and with the Fire District purchases but it said, Herb Fire Equipment. So, I didn't know Dan was.

ATTY. FORTUNATO: I spoke with an Andy Herb at Sutphen.

MR. TIECHE: Oh, did you.

ATTY. FORTUNATO: Probably his son.

MR. TIECHE: Yes.

ATTY. FORTUNATO: Very nice man.

MRS. OLIVER: Let's go to our Public Works Superintendent, Mr. John Rapp.

PUBLIC WORKS SUPERINTENDENT: Public Works has been busy. We had 4 water breaks in the past 24 hours, mostly due to the temperature drop, the ground shifting a little bit, freezing. We had 2 on Hilltop, 1 on Holly and 1 on Moreland. We got those repaired and back on as fast as we could. They did a really fantastic job with the weather conditions and how cold it was. We're also plowing and salting as needed. We've been out a lot. We're back to our bad winters again. We were pretty blessed for a while with some warmers one's, but it's back. It looks like there is more coming tomorrow but we'll be ready for it. We've also been doing maintenance and repairs on the vehicles as needed. We had some time to get up there and remove the trees and decorations from the Green. We're almost complete with that, there is a little bit more on the north end and we'll be finished. That's all I have.

MRS. OLIVER: Thank you. Our Finance Director, Mrs. Clayton.

FINANCE DIRECTOR: The Income Tax E-File is going to be offline for maintenance starting tomorrow at 5:00pm. The software company anticipates that it will be ready by January 30th to start accepting 2024 returns. The December Check Register will be posted to the website

sometime this week. I'm almost done with year-end closing. We're working on getting W2's issued to the employees and 1099's out to vendors. That's all due by the end of the month.

MRS. OLIVER: We're going to move onto our Zoning Inspector Tyler, could you give me your last name again?

ZONING INSPECTOR: Thorn. Thank you, Mrs. Oliver. For the month of January, so far, we've issued 9 zoning permits, 2 sign permits, and 2 electrical licenses. As was stated earlier, we had our Design Review and Planning & Zoning Meetings last week. We resolved the issues that was spoken about. That is all I have.

MRS. OLIVER: Thank you. How are you liking it?

ZONING INSPECTOR: So far, so good

MRS. OLIVER: Good. Mrs. Bernat.

CLERK: No report.

MRS. OLIVER: We'll move on to our City Manager, Mr. D'Apolito.

MR. D'APOLITO: Thank you, Mrs. Oliver. First of all, I want to recognize John Rapp and his Public Works Department. Mr. Thorn is still part of Public Works. They worked 24 hours yesterday, literally. I sent them home about 6:30 this morning. They needed a break for safety issues. Mr. Rapp has been working since 11:00pm last night, non-stop with water breaks and everything. He hasn't gone home yet. I tried to get him to go and he wouldn't go. (Laughter) It's amazing what those guys do. The most important thing to the city right now is, we are holding a Town Hall Meeting on February 3rd at 5:30pm at Canfield High School Auditorium, regarding the Material Science situation. I've invited Mill Creek Park, Canfield School District, MSC, August Mack, Mahoning County Board of Health, EPA, Canfield Fire District, Haz-Mat and as well as the City will be present as well. I would like everyone to be invited, to attend. I know there are some folks here tonight, in the audience who have received a letter. I received a copy today for Briarcliff residents. Apparently, August Mack is looking for an easement to put up fencing along the Sawmill Creek that runs through the backyards. They want to do more testing.

MRS. OLIVER: Thank you. Chief of Police, Chief Colucci,

CHIEF OF POLICE: Thank you. Thanks again Mayor for swearing the 3 new officers in on Monday. It was a good group of people. One of the officers, Emily Roth, she is from Bellefontaine, Ohio. Her family had a 3-hour drive. They brought the whole family, parents, grandparents. A parent questioned why we drive Chevy's and not Fords. Morganne Lewis, Morganne is from Hubbard, Drew Smith, Drew is from the Hanoverton area. The two girls just graduated from the YSU Police Academy this past fall. Drew graduated last spring. Drew is in the Army Reserve. He's Army National Guard. That is 4 new officers for us. We have a

retirement coming up this year. There always seems to be an opening or two. I said, last month, at the swearing in, we were fortunate to get pushing 40 applications. That's a lot right now, for us. We were getting 4, 5 or 6, compared to what it used to be over 100 back in the 90's. I want to credit City Council's support of the last union contract. It set us apart. I think that's what got us the attention and the applications that came in. All 3 new officers started. We swore in Dalton Moore from Struthers at the beginning of December. Just a quick update on Dalton, I'm not sure if the check has been sent.

FINANCE DIRECTOR: It is in process.

CHIEF OF POLICE: Open free-flow communication. Dalton is doing excellent. He'll be on his own real soon. He went through our entire training packet. He's finishing up with our detectives this week. He'll be out of patrol on his own with his partner Recon that we're purchasing from Struthers. A tremendous addition. Everything is pointing in the right direction with Dalton. Again, thanks for swearing everybody in. We appreciate that a lot. I also wanted to remind everybody, the City Manager and John, they both have been busy with the water breaks but we are expecting snow. We do have that snow emergency parking ordinance in place. The City Manager or his designee can issue that parking ban. If we get 3 or more inches in a 24-hour period, we can prohibit parking on the streets, so that John and his crew don't get obstructed roadways. Keep an eye open for that. Mr. Rapp and I have discussed it. So far, it hasn't been an issue. Just like the water breaks, when our officers are out, we get that lake effect snow in the middle of the night and we wake up with a fresh coating, as soon as our officers call, John and his crew are out. They do a good job. Thank you.

MR. TIECHE: With the new officers, what does that bring our staff to?

CHIEF OF POLICE: Right now, the last count was 22. Twenty-two officers and we have two additional pending that, the Vocational School wants to hire additional and we have another opening that we're just sitting on for now.

MR. TIECHE: Thank you.

MRS. OLIVER: No report from Attorney Fortunato. So, does council have any questions regarding the reports? Hearing none.

Under **QUESTIONS** on reports, there were none.

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

MRS. OLIVER: I don't have anybody on the list. Is there anybody that would like to speak? Hearing none.

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

Under **NEW BUSINESS:**

ITEM 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.

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 two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

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 Ordinance and authorize reading by title only.

MR. TIECHE: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MR. DRAGISH: Madam President, I have 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. I move for passage.

MR. TIECHE: Second.

MRS. OLIVER: Any questions from residents? Hearing none.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes.
	Ordinance 2025-01.

ITEM 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.

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 two readings of the proposed Resolution and authorize adoption of the same upon its first reading.

MR. NEFF: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

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 Resolution and authorize reading by title only.

MR. GRAHAM: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MR. GRAHAM: Madam President, I have 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. I move for passage.

MRS. OLIVER: Atty. Fortunato, would you like to elaborate on that please?

ATTY. FORTUNATO: Ohio Municipal League reached out to Municipalities in opposition of AT&T's request from the PUCO to provide tariff modification. In essence, what AT&T has asked is that the municipalities would be responsible for the full cost of relocating utility lines in the public rights of way, rather than assessing those costs against AT&T and another public utility provider. We find that to be absurd, as do most of the municipalities in the State of Ohio. The Ohio Municipal League has reached out and the City Manager forward me the information that he received and they've asked municipalities throughout the state to pass a Resolution in opposition to AT&T's tariff request. That is what this is.

MRS. OLIVER: Thank you. Any questions?

MR. TIECHE: It seems to me, if we have to do that, we would have to buy all kinds of different equipment and that kind of thing. If we're going to get involved in relocation.

ATTY. FORTUNATO: Well, we have to pay for it. We don't have to do it.

MR. D'APOLITO: AT&T is going to do it but they want us to pay them.

MRS. OLIVER: So, if they decide they want to do it, we would pay for it.

MR. TIECHE: They get to set whatever rate it is.

ATTY. FORTUNATO: Right. They request, facilities will be located underground only if the relocation is technically feasible. That would also be determined by AT&T. As Law Director, a big no on all of this.

MR. D'APOLITO: Also, the order that is hopefully going to be passed is that, there may be a financial contribution for a law suit. They may ask cities to contribute to a lawsuit. I just wanted to make sure council is aware of that. We're not required to. It's at our discretion. As part of this, they may ask cities across the state to contribute to a lawsuit against this action.

ATTY. FORTUNATO: This is where our participation and membership with the Ohio Municipal League really pays off. If they hire a firm, municipalities will pay a fraction of what we'd have to incur on our own. The Municipal League takes the lead and it's worth attaching our wagon to that horse.

MRS. OLIVER: Thank you. Any other questions? Hearing none. Public Comments? Hearing none.

CLERK: We need a second.

MR. TIECHE: Second.

ROLL CALL ON RESOLUTION:

5 Votes-Yes
0 Votes-No
Resolution passes
Resolution 2025-01.

Under COUNCIL COMMENTS:

MR. TIECHE: Good job to Public Works for roads, waterline breaks and even being up 24 hours.

MR. DRAGISH: Keep up the good work.

MRS. OLIVER: Thank you for all that you guys do.

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

MR. DRAGISH: Motion to adjourn.

MR. NEFF: Second.

MRS. OLIVER: We are adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL