

AGENDA

CANFIELD CITY COUNCIL REGULAR MEETING August 13, 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. Tom Bellish-Buckeye Energy
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 and Directing the City of Canfield to Enter Into An Agreement with Buckeye Energy Brokers, Inc for Aggregation Consulting Services and Any Other Required Service Related to Natural Gas Utility Deregulation, Ratifying Any Such Services Heretofore Performed and Declaring an Emergency.

Description: Buckeye Energy is our current broker for gas and electric. Their contact is set to expire on September 30, 2025.. Mr. Tom Bellish (Buckeye Energy Brokers) is requesting to continue to provide consulting service related to the City of Canfield's energy aggregation program for natural gas. This is a 4-year agreement to continue to provide consulting service related to the City of Canfield's energy aggregation program for natural gas.

Action Needed: Passage of this Ordinance

Attachment(s): Agreement for Natural Gas Aggregation Services

Public Comments

- B. An **Ordinance** Authorizing Entering into an Agreement Between the City of Canfield and IGS Energy for an (Opt-Out) Natural Gas Aggregation Program and Declaring an Emergency.

Description: The current gas aggregation with IGS Energy for the City of Canfield’s natural gas aggregation program is set to expire in September of 2025. Buckeye Energy Brokers (Tom Bellish) on behalf of the City of Canfield sent our requests for proposals to energy companies to provide natural gas aggregation program to the City of Canfield. Mr. Bellish has provided a recommendation that the City of Canfield enter into a 24-month variable rate term with IGS Energy. Currently we are with IGS Energy at a fixed rate of .747/ccf.

Action Needed: Passage of this Ordinance

Attachment(s):

Public Comments

- C. An **Ordinance** Authorizing the City Manager to Execute an Agreement for an Extra-Territorial Sewer and Water User (Joseph and Darlene MacBenn) Parcel Number 26-018-0-005.00-0 and 26-018-0-006.00-0.

Description: The owner of 7185 and 7195 W. Akron-Canfield Road (Joseph and Darlene MacBenn) are requesting water & sewer utilities from the City of Canfield. This would make them an extra-territorial user.

Action Needed: Passage of this Ordinance.

Attachment(s): Agreement for Extra-Territorial Water Service and drawing.

Public Comments.

- D. An **Ordinance** Declaring Surplus Property and Authorizing its Disposal.

Description: This item is a Kubota tractor that is no longer useful.

Action Needed: Passage of Ordinance to declare surplus. This item will be auctioned on our website.

Attachment(s):

- E. An **Ordinance** Amending Chapter 927 of the Codified Ordinances of Canfield, Ohio (Regarding Water Rates for 2025)

Description: This will be an increase of 8.5% beginning October 1, 2025 with a 12.75 quarterly Debt Service Fee.

Action Needed: Passage of this Ordinance.

Attachment(s): Explanation

12. Council Comments

13. Adjournment

Introduced by: _____
First Reading: _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF CANFIELD TO ENTER INTO AN AGREEMENT WITH BUCKEYE ENERGY BROKERS, INC. FOR AGGREGATION CONSULTING SERVICES AND ANY OTHER REQUIRED SERVICES RELATED TO NATURAL GAS UTILITY DEREGULATION, RATIFYING ANY SUCH SERVICES HERETOFORE PERFORMED AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Canfield, County of Mahoning and State of Ohio:

Section 1. That the City Manger is hereby authorized and directed to enter into an agreement with Buckeye Energy Brokers, Inc. for aggregation consulting services and any other required services related to natural gas utility deregulation and ratifying any such services heretofore performed.

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

Section 3. 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 to contract consulting services for advice in a rapidly changing technical area, and provided it receives the necessary affirmative votes as required by the passage and be in force at the earliest period allowed by law.

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



AGREEMENT FOR
NATURAL GAS AGGREGATION SERVICES

This Agreement ("Agreement") is made and entered into as of the last date written below, ("Commencement Date"), by and between **Buckeye Energy Brokers** (hereafter referred to as "Broker") and City of Canfield, (hereafter referred to as "Client").

WHEREAS, Client is interested in reducing its overall energy costs by marketing programs and opt-out aggregation and aggregating its government owned natural gas accounts; and

WHEREAS, Broker is certified by the Public Utilities Commission of Ohio and offers energy brokerage and natural gas aggregation services ("Services") that may reduce the cost per energy unit consumed; and

WHEREAS, Client hereby agrees to utilize Broker as an exclusive agent and grants exclusive rights to perform such Services, as described in and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto agree as follows:

1.0 Particulars of Service.

- 1.1 Broker shall provide energy related Services, including but not limited to the following:
 - 1.1.1 Complete and file all required PUCO Certification Authorizations and Approval Forms including Plan of Operation
 - 1.1.2 Design Opt-In or Opt-out Notification Forms and provide marketing support
 - 1.1.3 Attend two public hearings, upon request
 - 1.1.4 Load data collection, verification and savings estimates
 - 1.1.5 Energy buying and regulatory consultation
 - 1.1.6 Write customized Request for Proposals (RFP)
 - 1.1.7 All contact with potential energy suppliers
 - 1.1.8 Release all necessary client information to switch energy suppliers
 - 1.1.9 Pre-qualify any energy suppliers wishing to bid on the RFP
 - 1.1.10 Contract negotiation and closing with selected supplier
 - 1.1.11 File required PUCO reports and monitor energy cost savings with quarterly reports.
- 1.2 Broker will provide these Services in the following area(s) and account number(s):
_____ City of Canfield and city owned accounts _____.

2.0 Compensation.

- 2.1 An administrative fee of \$.05 per Mcf consumed in the Client's Area payable by the selected supplier(s) on at least a quarterly basis for the length of the Service Agreement. Client agrees that this fee be written in the Request For Proposal for natural gas supply. Only natural gas suppliers agreeing to the administrative fee would be eligible to bid.

3.0 Independent Agent.

- 3.1. Broker shall, at all times, during the performance of the Services be an independent agent. The parties shall not have the authority to bind, represent or commit the other as a result of this Agreement.
- 3.2. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or employee-employer relationship between the parties for any purpose and Broker agrees to hold harmless Client from and against any and all liability, costs, damages, expenses, fees, fines or penalties in connection with Broker employee or Broker contractor or agent claims of benefits, withholding obligations, payroll taxes, workers' compensation and occupational illness.

4.0 Term.

- 4.1. This Agreement shall be effective upon execution by both parties for natural gas flow starting October 2025 and shall remain in effect for 4 years or until the end of the Master Service Agreement including extensions or renewals with the selected supplier which ever comes later. It is agreed that six months prior to the end of the term, Broker will issue a request for proposal for the next term.
- 4.2. Unless either party has requested to terminate this agreement at least 30 days prior to expiration, it shall renew for subsequent one year terms and a request for proposal will be sent to potential suppliers.

5.0 Limitation of Liability.

- 5.1. Neither Party shall be liable to the other for incidental, consequential, punitive, exemplary or indirect damages, lost profits or other business interruption damages, in tort, contract or otherwise.

6.0 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond their respective controls.

7.0 Confidentiality. Except for matters of public record, information already within the other party's possession prior to entering into this Agreement, and except to the extent required

(through deposition, interrogatory, request for production, subpoena, civil investigative demand or similar process) by a court order, Client agrees to keep confidential all information, including pricing and any data collected hereunder, unless expressly agreed to in writing by Client and Broker. In the event that Client becomes required, in the manner specified above, to disclose any confidential information, Client shall provide prompt written notice to Broker so that Broker may timely seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Client agrees (i) to furnish only that portion of the confidential information that is required to be furnished and (ii) to exercise reasonable commercial efforts to obtain assurance that confidential treatment will be accorded such confidential treatment.

8.0 Compliance with Laws, Permits, and License Requirements. Broker shall, at its sole cost and expense, comply with all federal, state, and local laws applicable to its work and shall procure all applicable licenses and permits necessary for the fulfillment of its obligations under this Agreement.

9.0 Assignment. Client and Broker shall not assign or transfer, in whole or in part, this Agreement or any rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. All of the covenants, conditions and obligations of this Agreement shall extend to and be binding upon the permitted heirs, personal representatives, successors and assigns, respectively, of the parties hereto.

10.0 Merger of Agreement. This Agreement is an integrated agreement and contains the entire agreement regarding matters herein between the parties. No representations, warranties or promises have been made or relied upon by any party hereto other than as set forth herein. This Agreement supersedes and controls any and all prior communications between the parties or their representatives relative to matters contained herein. Any changes, modifications, or additions to this Agreement shall be made by mutual consent in writing in the form of a supplemental Agreement signed by both parties and attached hereto.

11.0 Notices. All notices hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, or by overnight carrier to the following addresses:

As to Broker:

Buckeye Energy Brokers, Inc.
66 East Mill Street
Akron, Ohio 44308

As to Client:

City of Canfield
Attn: City Manager
104 Lisbon Street
Canfield, OH 44406

12.0 Governing Law. This Agreement shall be governed by, subject to the jurisdiction of and construed in accordance with, the laws and courts of the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute the same.

City of Canfield
CLIENT

By: _____

Print: _____

Its: _____

On: _____

Buckeye Energy Brokers, Inc.
BROKER

By: _____

Print: _____

Its: _____

On: _____

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: _____

ORDINANCE

AN ORDINANCE AUTHORIZING ENTERING INTO AN AGREEMENT
BETWEEN THE CITY OF CANFIELD AND IGS ENERGY FOR AN (OPT-OUT)
NATURAL GAS AGGREGATION PROGRAM AND DECLARING AN EMERGENCY

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

WHEREAS, pursuant to the Agreement, IGS Energy has been designated the natural gas supplier for the City of Canfield’s Governmental Aggregation Program; and

WHEREAS, the Parties have negotiated a variable rate with an adder. The agreement will be a term of 24 months from October 1, 2025 to September 31, 2027; 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 24 months, beginning October 1, 2025 through September 30, 2027. The rate will be variable with the New York Mercantile Exchange (NYMEX) price set the 15th day of the prior month. 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**: IGS Energy will deliver natural gas at a variable rate of NYMEX price for gas plus \$.255 per hundred cubic feet (Ccf) until the city directs IGS Energy to fix any NYMEX futures contracts for the remaining term.

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

Section 4: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health and safety, of the inhabitants of the City of Canfield, Ohio. Said emergency exists by reason of time sensitive pricing.

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



Thomas M. Bellish, President
66 East Mill Street
Akron, Ohio 44308
(330) 730-4338
Bellish@BuckeyeEnergyBrokers.com

July 14, 2025

Buckeye Energy Brokers, Inc. is pleased to work with the City of Canfield. Current natural gas supplier offers are listed below.

Natural Gas Aggregation Program Request For Proposal Results Term start: October 2025		
SUPPLIER	PRICE OPTIONS*	TERMS AND CONDITIONS
Archer Energy	12 months: Variable Price of Standard Choice Offer Adder minus 4% \$.7299/Ccf fixed – thru April 2027	\$0 termination fee
Constellation Energy	No Bid, Leaving the business	
IGS Energy	\$.705/Ccf fixed – 12 Months, Variable NYMEX+\$.258/Ccf \$.705/Ccf fixed – 24 Months, Variable NYMEX+\$.255/Ccf	\$0 termination fee
Major Energy	\$.758/Ccf fixed – 12 Months \$.763/Ccf fixed – 24 Months	\$0 termination fee

**All Prices Subject to Change*

Based on the close responses, Buckeye Energy Brokers recommends a 24-month term and Variable Price with IGS Energy. Buckeye Energy Brokers are experts in providing quality consulting services in load aggregation and energy buying. If you have any questions or need additional information, do not hesitate to call me at (330) 730-4338.

Sincerely,

Thomas M. Bellish
President

Buckeye Energy Brokers, Inc.

Services

Deregulated Energy

- Consulting
- Aggregation
- Procurement
- Energy Efficiency Programs

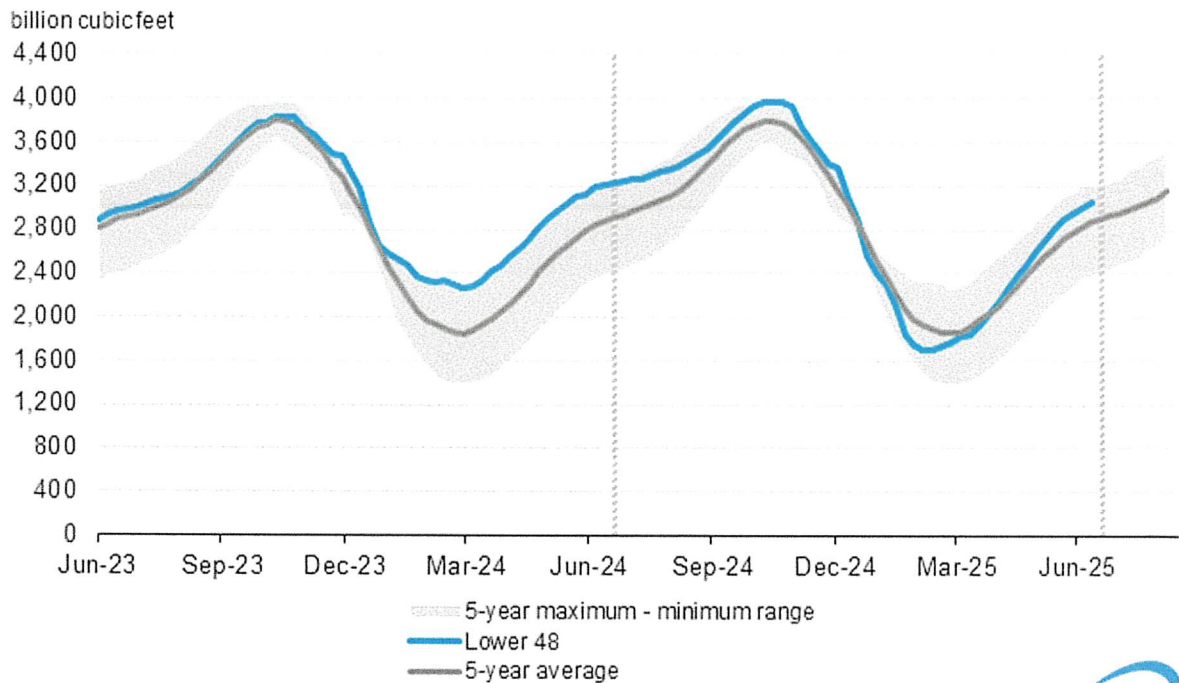
Benefits

- Buying Leverage
- Risk Mitigation
- Budget Predictability
- Cost Control
- Best Combination of Term, Flexibility & Pricing Available

Proven Expertise

- PUCO Certified
- Customized Energy Management Solutions
- Municipal Aggregation
- Governmental Procurement Programs
- Procedure Management & Procurement Consulting
- Daily Trend Analysis of Energy Markets
- Ohio Brokers Serving Ohio Clients

Working gas in underground storage compared with the 5-year maximum and minimum



Data source: U.S. Energy Information Administration



Henry Hub Natural Gas Futures (Oct 2025) · 4h · NYMEX

O3.546 H3.546 L3.546 C3.546 0.000 (0.00%)

Vol 20 3 1.76K



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:

G1800 Kubota Tractor Serial # 20075
--

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: _____

ORDINANCE

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR AN
EXTRA-TERRITORIAL SEWER AND WATER USER. (JOSEPH AND DARLENE MACBENN)
PARCEL NUMBER 26-018-0-005.00-0 AND 26-018-0-006.00-0

Whereas, Section 923.03 of Canfield Code provides for “Extra-Territorial” sewer users; and
Whereas, Section 923.02 of the Canfield Code provides for “Extra-Territorial Water Users; and
Whereas, the Council of the City of Canfield desires to authorize this “Extra-Territorial” user.

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

Section 1: Since Parcel 260180005000 and Parcel 260180006000 are in sewer district 6, its use by Joseph and Darlene MacBenn at 7185 and 7195 W. Akron-Canfield Road is approved as an “Extra-Territorial” user for sewer and water according to the agreement attached hereto.

Section 2: Use of said sewer is subject to all permits and fees normally charged for permits, assessments and usage of sanitary sewer facilities

Section 3: Use of said water is subject to all current fees, rules and regulations relating to water service for Extra-Territorial Users.

Section 4: 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 _____ 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

EXTRA-TERRITORIAL WATER SERVICE AGREEMENT

The **City of Canfield**, a municipal corporation with a principal place of business at 104 Lisbon St., Canfield, Ohio (the "City") and **Joseph and Darlene MacBenn** of _____ (collectively "Owner") hereby agree as follows effective this ____ day of _____, 2025 ("Effective Date").

Recitals

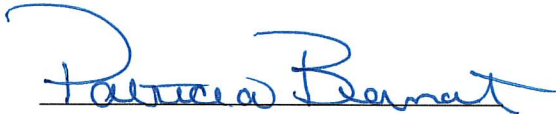
1. Owner owns property located at 7185 and 7195 W. Akron-Canfield Rd., Canfield, Ohio 44406, Mahoning County Permanent Parcel Numbers 26-018-0-005.00-0 and 26-018-0-006.00-0 (the "Properties").
2. The Properties are located in the City and in Canfield Township, Ohio and as a result, cannot be serviced by City public water and sanitary sewer services.
3. The City, pursuant to Canfield Codified Ordinance Section 925.02(b), may enter into written agreements to distribute water outside of its territorial boundaries to extra-territorial users.

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

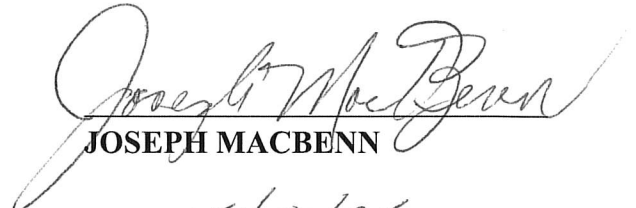
1. Water and Sewer Service. The City shall, upon the completion of the installation of all necessary service lines by Owner to the City's satisfaction, provide water service and sanitary sewer service ("Services") to Owner at the Properties located at 7185 and 7195 W. Akron-Canfield Rd., subject to all applicable requirements contained in Chapter 925 of the Codified Ordinances of the City. The Owner and City agrees that Owner may only be permitted access to the services by establishing single tap-in connections with separate curboxes for water and separate laterals for sanitary at 7195 and 7185 W. Akron-Canfield Rd. The utility service described above shall be approved by the City and connected as delineated on Exhibit A attached hereto and incorporated herein.
2. Costs. Owner shall be responsible for the installation of all service lines necessary to receive water and sanitary services from the City. Owner shall also be solely responsible to all costs related thereto.

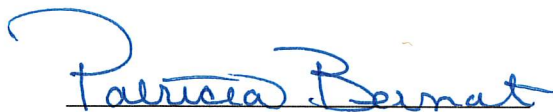
3. Extra-territorial Fees. Owner shall pay all extra-territorial and regular fees, rates, and costs associated with the water and sewer service provided by the City as delineated in the Ordinances, Regulations and Rules of the City as adopted or amended from time to time.
4. Indemnification. Owner shall forever defend, indemnify and hold the City, together with its officers, councilmembers, employees and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, charges and expenses incurred by the City related to or arising out of the utility services provided by the City to Owner and the Properties pursuant to this Agreement.
5. Requirement to Annex Property. If at any time, subsequent to the effective date of this Agreement, annexation of the Properties (or any portion thereof) to the City becomes legally available to Owner, as determined by City, Owner shall within thirty (30) days from the receipt of notice from the City commence annexation proceedings, and take all steps necessary to annex the Properties (or any portion thereof) to the City pursuant to Ohio Revised Code Section 709.023, including but not limited to the filing of an Annexation Petition within such time.
6. Binding Nature. The terms and conditions of this Agreement shall be binding upon the Owner and the successors, assigns, heirs and next of kin of Owner and shall be deemed to run with the land. Accordingly, this Agreement shall be recorded with the Mahoning County Recorder.
7. Termination of Service. The City shall have the right to terminate water service provided to Owner upon a breach or default of the terms of this Agreement by Owner, including but not limited to Owner's failure to file for annexation of the Property as provided herein, or to comply with the Rules, Regulations and Ordinances of the City with respect to water or sanitary service.
8. Council Approval. This Agreement is contingent upon Council of the City of Canfield passing a Resolution approving this Agreement and authorizing the City Manager to execute the same.
9. Entire Agreement and Amendment. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes and replaces any prior agreements between the parties. This Agreement may only be amended pursuant to a written document executed by the parties and approved by the Council of the City of Canfield.

10. Notices. Any notice required herein shall be sent by ordinary mail to the other party at the address noted in the preface and shall be deemed to be delivered two (2) days thereafter.


WITNESS


WITNESS


JOSEPH MACBENN
Date: 08/8/25


WITNESS


WITNESS


DARLENE MACBENN

Date: 18-8-25

CITY OF CANFIELD

By: _____

Title

Date: _____

APPROVED TO FORM:

MUNICIPAL ATTORNEY

Introduced By: _____
First Reading: _____

ORDINANCE

**AN ORDINANCE AMENDING CHAPTER 927 OF
THE CODIFIED ORDINANCES OF CANFIELD, OHIO
(REGARDING WATER RATES FOR 2025)**

WHEREAS, the City of Canfield operates a water distribution system,
purchasing water from the City of Youngstown pursuant to a thirty-year contract; and

WHEREAS, the Council for the City of Canfield has by Ordinance No. 2022-
59 authorized the purchase of water from Youngstown and to executed a contract for the
same; and

WHEREAS, the City of Youngstown is presently supplying water to the City
of Canfield under an agreement; and

WHEREAS, the cost of personnel, vehicles, services and supplies is increasing

WHEREAS, it is necessary to increase water rates now effective October 1,
2025.

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

Section 1: Effective with all water billed beginning October 1, 2025, Chapter
927.01 of the Canfield Code relating to water rates shall be amended to read as follows:

"927.01 Rate Schedule (Beginning October 1, 2025)

- (a) Metered Rates
First 100,000 gal. in any qtr \$13.88/1,000 gal.
Over 100,000 gal. in any qtr \$11.21/1,000 gal.
- (b) Minimum Rates
1. 5/8" x 3/4" meter 5,000 gal./qtr. or less \$69.40
2. 1" meter 16,000 gal./qtr. or less \$222.08
3. 1-1/2" meter 21,000 gal./qtr. or less \$291.48
4. 2" meter 37,000 gal./qtr. or less \$513.56
5. 3" meter 65,000 gal./qtr. or less \$902.20
6. 4" meter 114,000 gal./qtr. or less \$1,544.94
7. 6" meter 257,000 gal./qtr. or less \$3,147.97
- (c) Meter Rates for Extra-Territorial Purchasers
First 100,000 gal. in any qtr. \$16.64/1,000 gal.
Over 100,000 gal. in any qtr. \$13.41/1,000 gal.
- (d) Minimum Rates for Extra-Territorial Purchasers
1. 5/8" x 3/4" meter 5,000 gal./qtr. or less \$83.20
2. 1" meter 16,000 gal./qtr. or less \$266.24

3.	1-1/2"	meter	21,000 gal./qtr. or less	\$349.44
4.	2"	meter	37,000 gal./qtr. or less	\$615.68
5.	3"	meter	65,000 gal./qtr. or less	\$1,081.60
6.	4"	meter	114,000 gal./qtr. or less	\$1,851.74
7.	6"	meter	257,000 gal./qtr. or less	\$3,769.37

- (e) Fixed Monthly Capital Charge
A Fixed monthly charge of \$3.00 per month (\$9.00 per Quarter) shall be assessed upon all water accounts of the system, or single family equivalents on all master metered accounts. In the case of shared service from a single meter, each unit shall be considered a single family equivalent.
- (f) Extra-Territorial Purchasers (Users)
As used herein and in Section 925.02 of the Codified Ordinances, the terms "Extra-Territorial Users" and Extra-Territorial Purchasers" shall mean any purchaser of water from the City of Canfield which requires delivery of water outside the corporate limits of the City of Canfield.
- (g) Multiple Family Dwellings
For Multiple Family Dwellings with central heating and plumbing systems or with either, the charge shall be a minimum charge of \$69.40 for each family unit each quarter.
- (h) New Construction
The semi-annual charge for water service for new construction prior to the installation of a meter shall be as follows:

Frame Dwelling Construction	\$200.00
Masonry Dwelling	\$250.00
All Others	\$300.00

- (i) All metered water purchased for construction vehicles (tankers, pavers, etc.) shall be charged at the extra-territorial rate plus \$200.
- (j) Taps
Water taps shall be charged cost plus twenty-five dollars (\$25.00). In the event the tap is across the street, the tap shall be charged at a rate of cost plus fifty dollars (\$50.00).
- (k) Debt Service Fee
A Debt Service fee of \$12.75 per Quarter shall be assessed as of October 1, 2025 upon all water accounts of the system, or single family equivalents on all master metered accounts. In the case of shared service from a single meter, each unit shall be considered a single family equivalent. This charge is intended to pay debt payments related to Water service and will be adjusted periodically.

Section 2: Effective with all water billed beginning October 1, 2025, Chapter 927.03 of the Canfield Code relating to special reading and fees shall be amended to read as follows:

- (a) Definition A “special reading” is a meter reading required or requested at a time other than normally scheduled reading time.
- (b) Fee for Special Reading The charge to read any meter other than normal quarterly reading time is fifty dollars (\$50.00).

- (c) Turn Off/On Fee If for any reason, service is terminated, there will be a fifty dollar (\$50.00) turn off fee assessed, and a fifty dollar (\$50.00) turn on fee assessed, prior to resumption of service.

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 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 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

8.5% Increase With Debt Service Charge

	1/1-7/31/25	Projected 8/1-12/31/25	Total
State Grant-Lead Service Line	50,000.00		50,000.00
Metered Service	1,248,989.21	937,634.04	2,186,623.25
Surcharge for Late Payment	10,799.48	8,107.32	18,906.80
Debt Service Charge		57,562.00	57,562.00
Unmetered Assessment	50.00		50.00
Turn On/Off Fees	1,482.45	1,058.89	2,541.34
Construction Water	600.00	600.00	1,200.00
Water Meter & Tap Fees	5,075.59	5,075.59	10,151.18
Sale of Scrap	377.82		377.82
Sale of Vehicles	375.00		375.00
Sale of Tractors	2,900.00		2,900.00
Reimbursements	127.12		127.12
	<u>1,320,776.67</u>	<u>1,010,037.84</u>	<u>2,330,814.51</u>
Personnel	133,993.05	95,709.32	229,702.37
Travel Expenses	196.53	-	196.53
Contractual Services	89,575.37	58,088.08	147,663.45
City of Youngstown Water	851,632.44	608,308.89	1,459,941.33
Supplies & Materials	89,117.26	63,655.19	152,772.45
Capital Outlay	256,976.94		256,976.94
Principal & Interest	14,160.25	14,160.25	28,320.50
	<u>1,435,651.84</u>	<u>839,921.73</u>	<u>2,275,573.57</u>
	<u>\$ (114,875.17)</u>	<u>\$ 170,116.11</u>	<u>\$ 55,240.94</u>

Minimum Charge Billing

	<u>Rate Increase</u>	<u>Currently</u>	<u>Qtrly Increase</u>
Water	69.40	63.95	5.45
Water Debt Service Charge	12.75	-	12.75
Fixed Capital Charge	9.00	9.00	-
Sanitary Sewer	48.40	48.40	-
Sanitary Sewer Surcharge	-	-	-
Storm Water	24.00	24.00	-
	<u>\$ 163.55</u>	<u>\$ 145.35</u>	<u>\$ 18.20</u>

Calculated with 5,000 for a quarter

Canfield Township - Aqua Ohio

Customer Charge	16.09/mo	48.27
5,000 gal x .011122		55.61
		<u>\$ 103.88</u>

City of Columbiana

Water Base	5.00/mo	15.00
Water Plant	11.00/mo	33.00
5,000 gal x .00893		44.65
		<u>\$ 92.65</u>

<i>Ordinance</i>	<i>Effective Date</i>	<i>Rate per 1,000</i>	<i>% Increase</i>
	10/1/2025	13.88	8.5%
Ord 2023-03	3/1/2023	12.79	15.0%
Ord 2020-15	5/1/2020	11.12	7.8%
Ord 2019-01	1/2/2019	10.32	7.7%
Ord 2017-36	1/1/2018	9.58	7.8%
Ord 2017-13	5/1/2017	8.89	7.0%
Ord 2016-01	2/1/2016	8.31	

MINUTES
CANFIELD CITY COUNCIL
REGULAR MEETING
JULY 16, 2025 -5:30 PM.

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; and Tyler Thorn, Zoning Inspector.

Absent: Charles Colucci, Chief of Police and John Rapp, Public Works Superintendent.

Under **PRESENTATIONS & PROCLAMATIONS:**

MR. DRAGISH: I do have a small presentation that I'm going to do from the D.C. trip, prior to the meeting. It will only be about 5 minutes.

MRS. OLIVER: Are you doing it now?

MR. DRAGISH: I'll do it now. I want to thank everybody for allowing me to go on this trip, it was something to see and I got a lot of good information to bring back to the city. I really do appreciate that. With that, I put some slides and information together.

MR. TIECHE: Can everybody see, with him standing in the way?

MR. NEFF: Are we picking it up okay on audio?

MRS. OLIVER: I know that audio wasn't working last time because when I went home they told me they couldn't hear anything.

CLERK: The audio wasn't working?

MRS. OLIVER: It wasn't last time. I don't know.

CLERK: Do you mean the last meeting?

MRS. OLIVER: Yes.

CLERK: I transcribe from the minutes from it and I was able to hear it.

MRS. OLIVER: I don't know.

MR. D'APOLITO: Mayor, you can take the microphone. You can hold it.

MR. DRAGISH: I had the privilege of attending the D.C. fly-in, hosted by the Youngstown Warren Regional Chamber, it was June 25th to the 26th, in Washington, D.C. The two-day event brought together business leaders, elected officials, and federal law makers to discuss economic development, infrastructure, work force and policy, priority impacting Northeast Ohio.

My attendance was to:

- Represent the interests of the City of Canfield
- Strengthen relationships with Federal and State Lawmakers.
- Explore funding and partnership opportunities for local initiatives
- Promote Canfield as a desirable location for residential development
- Advocate for regional infrastructure and workforce development efforts.

We've had conversations with the Chamber and Guy Coviello about some of our properties that we have that we're trying to say, hey, we're a bedroom community and obviously we want businesses here too but we are a bedroom community first. We have the property and we'd like to have housing here, if possible.

Day 1- The key engagement speakers. That morning we flew out of Youngstown Airport and flew right here and got dropped right on the stairs of the Library of Congress. It was really cool but it was about 110 degrees.

Day 1-The House of Representatives Focus

Location: Library of Congress

Meetings with Congressman Max Miller, Congressman Michael Rulli, Congressman Dave Taylor and Congressman Dave Joyce.

Policy Briefing by Kevin Courtos VP of Government Affairs at the U.S. Chamber of Commerce.

Closing Remarks by: Guy Coviello President of the Regional Chamber.

Each one of these people, we were able to meet and talk to and discuss. Each one of them had a different layer of where they stand within government. Each one of those layers, as you pull back, that's kind of different areas of where opportunities to find monies for different things. It all has to work together to get to the end piece to get things into a bill and get things passed. So, you can get money, like we're looking to do. It was very interesting talking to all of them and hearing what they had to offer.

There was an evening reception, an hour or two after that. That was hosted by Youngstown State University and the Government Affairs and the Lake to River Economic Development providing additional networking with public and private sector leaders. Mayor Tito Brown was there. A couple of other local leaders and local people from our area were at this specific event. Kind of a more or less, who came from this area and how we can help each other. That is what the reception was for.

DAY 2. Key Engagements & Speakers

- Location: Kennedy Caucus Room, which was very, very cool. Outside of that room, when you watch the news they have that big open area, it's kind of where everything is at. It's an office right inside of there. It was cool to be there and a part of it.
- Remarks from Senator Bernie Moreno and Senator Jon Husted highlighting infrastructure modernization and economic revitalization. Both Bernie Moreno and Jon Husted spoke. I will say, I've never really heard a lot from Bernie Moreno other than his ad campaign but he is a very good speaker. He's trying to persuade a lot of good things for this area. He's really pushing for Ohio. He's really good person. I think we should try to get to know him a little bit more. Jon Husted also, both of them, I was introduced to their people that are under them and we have communications with them. We have somebody to call and talk to see if we need to get something through, if we need to. The proper paperwork and the proper way to do things is to go through these channels. If you don't go through these channels, it doesn't get done. That was sponsored by Riviera Creek.

What I Gained From The Event.

- Direct Access to Lawmaker. Built Relationships with key congressional leaders to discuss Canfield's needs and future opportunities.
- Regional Strategy Alignment. Identified ways Canfield can align with Regional Projects to attract funding for water and road infrastructure plus workforce initiatives. They're really trying to push the workforce. There are several businesses that they are trying to get into Ohio. There is not enough people to work. They're pushing that.
- Promotion of Canfield as a Strategic Regional Hub. I personally promoted Canfield as an ideal bedroom community. Emphasizing our safety, schools and proximity to regional employers. I made it clear that we have available property and residential development and we're well positioned to attract executive and professionals relocating to the area. That was specifically said at each engagement that we had. I stood and represented Canfield letting them know that, that's why we were here.
- Workforce Development Insight. Learned about key federal and state programs that can assist with job creation and skill building-especially beneficial as we grow locally. There were certain officials that I was trying to talk to, to see trying to get federal and state backed programs to see if we can find a way to get water infrastructure from where it is now to Leffingwell, thru federal dollars, instead of us. Obviously, we can't afford to spend 10 million dollars. If there are monies out there. That was the initiative.

Recommendation for Future Participation: I strongly recommend continued attendance at CD Fly-Ins and similar Regional/National Leadership summits. They provide:

- Critical face time with decision-makers who impact local funding and economic support.
- A Platform to share Canfield's story and strategic advantages.
- Opportunities to align with Regional efforts and influence multi-community projects.
- Investment Justification- The value derived from networking, visibility and insight far exceeds the travel investment. Participation in events like this strengthens Canfield's position in Regional and Federal conversations that directly impact our city's future.

Again, I want to thank you for your support in enabling me to represent Canfield in Washington. These trips are not only symbolic-they're strategic. Relationship-driven opportunities that help position our city for growth, investment, and greater recognition.

I look forward to continuing to advocate for Canfield's place as a leading community in the Mahoning Valley. Thank you.

Under **MINUTES**, the Minutes of the Regular Meeting on June 18, 2025 were approved as presented.

Under **READING OF COMMUNICATIONS**, there was none.

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

MR. TIECHE: I have no report.

MR. NEFF: We had a Planning & Zoning Meeting. I think I'll let Tyler cover that when he gives his report. There were several items and we set a couple of public hearings. I'll let our zoning inspector report.

MRS. OLIVER: Thank you. Mayor Dragish.

MR. DRAGISH: I actually have 2 monthly statements to council. Fines and monies collected and received, I have one for \$180.01 and \$366.01.

MRS. OLIVER: Wait, now do we have two pennies?

MR. DRAGISH: Technically, they're separate. It's the same penny.

MRS. OLIVER: I just wanted to check.

MR. DRAGISH: It's the same penny.

MRS. OLIVER: Mr. Graham.

MR. GRAHAM: Design Review, we met July 1st. There were a number of items that were approved. A fence at 188 Talsman, a fence and deck also on Talsman Drive and a shed on E. Main Street. They were all compliant with zoning. No issues. They were all approved.

MR. DRAGISH: I did have a question. Was there a sign not approved?

MRS. OLIVER: Correct. I saw something on social media.

ATTY. FORTUNATO: I can explain that. Our Ordinance does not allow changeable copy signs around the Village Green. We allow them in other districts. The original thought was, we didn't want a proliferation of digital signs around the Green. We granted an adjustment for the township a public entity providing public notice, etc. This was a private entity coming forth with a small LED sign. Based on the Ordinance and purpose of the restriction, it was not approved.

MR. DRAGISH: I wasn't questioning it. I didn't know that it was digital.

ATTY. FORTUNATO: We made a very clear record of the reasoning and I saw a post on Facebook saying, no reason given. Whether you agree with that or not. We could consider amending the ordinance to provide for smaller LED signs or whatever. Our law is the law.

MRS. OLIVER: They put that is was approved but when it went before the other, it wasn't approved.

ZONING INSPECTOR: The Design Review Board approved the design; which was last month. Then it went to Planning & Zoning to grant a variance to allow it to actually be done. So, Planning & Zoning did not approve it but Design Review did. That's what that was.

MR. TIECHE: A question. Why would that go to Design before Planning & Zoning?

ZONING INSPECTOR: It was just the schedule of the meetings.

MR. TIECHE: I guess my question is, why have it on the agenda?

ATTY. FORTUNATO: I would allow them to move faster. They would have to wait a month.

MR. TIECHE: But, had you had it at the Planning Meeting, it already would have gotten a No and you wouldn't have had the conflict of one is approved and one didn't.

MRS. OLIVER: That's what the big fuss was. Mr. Graham, at Design Review did they have it that it was going to be LED?

MR. GRAHAM: Yes. Technically, Design Review could have declined it then. If they were aware of, they should have been.

ZONING INSPECTOR: It has to go to both committees anyway due to the fact that it's in the Design Review District and it needs a variance. So, it didn't matter which committee it went to first. It needed approval from both anyway.

ATTY. FORTUNATO: Design Review doesn't have the authority to grant an adjustment.

MR. NEFF: I'd like to say, the vote was 3 to 2. I voted to approve it. I think we should address it and come up with a discussion of what size signs would be allowed in the historical district.

MRS. OLIVER: What sign company was doing the sign?

CLERK: Innersource.

MR. DRAGISH: I think the key to this whole thing was originally around that historical Green area we weren't going to allow for that. I understand what you're saying, Mr. Neff. It's just not allowed there. To go forward, we're looking at smaller ones, it doesn't make sense. If they're not allowed in that particular area.

MR. NEFF: We want to do what's good for business. We've always gotten the rap that we're not very attentive and supportive of businesses. So, I think that it's something that should be discussed. In Planning & Zoning we had discussion, I don't think this is inappropriate to bring up but it was at the end of the meeting, off the record that there is a resentment that Planning & Zoning can make a decision and be overridden by Council. That's the way the city works.

ATTY. FORTUNATO: Not on adjustments. On certain things.

MR. NEFF: I think on Design Review, too. It's been brought up. I think we need to be aware of it and think about it when we address some of the things that we'd like to see changed in our ordinances. The Odd Fellows that want this display are a non-profit. They're a philanthropic organization.

ATTY. FORTUNATO: They have for profit tenants. I think we can draw a distinction between a public entity and private entity. Non-profits, I don't like that distinction in terms of whether it has enough merit for drawing the line. The precedent is dangerous here as the ordinance currently reads. If we were to grant that adjustment, then Farmers, just go around the Green every 200 feet you could have a digital sign. That's what our ordinance would allow if we start granting adjustments.

ZONING INSPECTOR: As you said, if they wanted to, they could ask for an adjustment on the 200 feet.

ATTY. FORTUNATO: It's a slippery slope. I think if we draw a distinction between a public entity like the township hall and hold that line. I don't think that's the case with that building.

MR. TIECHE: Would you hold that line if the other 2 churches around the Green were to ask for something like that?

ATTY. FORTUNATO: No, it's a public entity. That's about it, right there, in my opinion. The City of Canfield could put a sign out there because we're not subject to our own zoning.

MR. NEFF: I think that's very inappropriate.

ATTY. FORTUNATO: I'm not advocating it. I'm just telling you that's the law.

MR. NEFF: I know. I think that when we do, when the city finally puts digital signs into we're hoping they can go on the Green to help communicate to the public and we say, we're not subject to our own ordinances.

ATTY. FORTUNATO: We're not allowed to distinguish based on content of the speech for signs. The (inaudible) we do have is to do what we just did, in my opinion. If council or planning wants to take a look at that ordinance and make some changes, then we do that.

MR. NEFF: If the Odd Fellows would like to come to council and ask for a variance from council.....

ATTY. FORTUNATO: Planning & Zoning grants variances, not council.

MR. NEFF: Once Planning & Zoning makes a decision, can it be readdressed?

ATTY. FORTUNATO: The Mahoning County Court of Common Pleas.

MR. NEFF: So, you can't go back to the same entity.

ATTY. FORTUNATO: Once a year. You can bring that issue back in a year.

MR. NEFF: The Odd Fellows have a 150-year anniversary and that's what they were pushing for, to get something up there.

ATTY. FORTUNATO: Also, keep in mind, the owner didn't appear here. Nobody advocated for that sign, other than the sign manufacturer. Who couldn't state a position for what makes it unique, why was this different than what our ordinance required. Maybe, it would have been

helpful, if the owner would have been here or a representative of the owner. But they chose not to appear.

MR. NEFF: Right. So, just to be on the record, if you look at the sign that they have now, it is perpendicular to the road, so it's a two-sided sign. What they were proposing was approximately the same size, I believe but it was going to be a one-sided sign. That was sort of interesting and it was going to be back against the building a little bit farther.

ZONING INSPECTOR: They can still get a sign as long as they drop off the LED.

MR. NEFF: Right.

ZONING INSPECTOR: They can come back to Design Review and they could approve the design of it. They just need to drop off the electronic.

MR. NEFF: Because this discussion was happening with various people in the public, somebody said that our ordinance does not prohibit digital signs inside the building, in a window facing out.

ATTY. FORTUNATO: We have window signage ordinances, it's not content based, so probably an OPEN sign or LOTTERY, that would probably be allowed. It can't cover a certain percentage of the window.

MRS. OLIVER: Like OPEN or CLOSED, that kind of thing.

ATTY. FORTUNATO: Or whatever. Like any other sign, they can have in the window from the inside.

ZONING INSPECTOR: 75% cannot be covered.

MR. NEFF: 75% cannot be covered.

ATTY. FORTUNATO: That's a police safety issue. Like a robbery of a business, we can't have our police not seeing through that window.

MR. NEFF: Okay. Great discussion. Thank you.

MR. TIECHE: Can I ask a question to the members of council. Is council satisfied with the language of that ordinance or would you want to consider having some discussion whether we want to change the ordinance? That's council's prerogative.

MR. DRAGISH: I was always under the impression that the Green was the Green. I never looked at it as being a digital space. Other than Wi-Fi.

MRS. OLIVER: I guess what I would say to that is, I wouldn't want to see digital signs all around the Green, lighting up the whole place. It takes away from what Canfield has always been. That charm that we have. It would be like driving down a Las Vegas strip if you're lighting up everywhere. I don't think our residents would like that. To me, it takes away from what Canfield has always been. That's my personal opinion.

MR. NEFF: Our Ordinance now requires the sign after the sun goes down to dim by 90%. So, theoretically, that is one thing our zoning inspector will have to watch. The sign dims down, we've had some issues. I would be in favor of letting council meet with Design Review. Some communities want the same type of sign look, like a wood sign with certain fonts recognized and be able to be used and so forth. It gives the community a very unique look.

MRS. OLIVER: I know Design Review has been looking at that.

MR. D'APOLITO: My first thought is, with the Memorial at that end, I think it would be inappropriate to have flashing signs.

MR. DRAGISH: I agree.

MR. NEFF: It's in the ordinance that digital signs are not allowed to flash.

MRS. OLIVER: Mr. Graham, any thoughts?

MR. GRAHAM: I have a number of thoughts. You start to think it through but then you have digital signs and you're granting variances to make them larger, that they don't have to turn off at a certain time. It's a discussion. You have to think things through before you move forward. To your point, Madam President, I wouldn't want to see a lot of that around our Green.

MRS. OLIVER: It would take away from the pavilion and the clock.

MR. DRAGISH: I think we've done such a nice job of turning the green around and making it very friendly and welcoming and especially with the new plaza. As we've said before, a large portion of the Green is not businesses, it's churches. To me, it just doesn't make sense around the Green.

MRS. OLIVER: I like where you moved the facility. You can't see it. That's such a better place.

MR. D'APOLITO: I said, I'd be open-minded about it.

MRS. OLIVER: That is a much better place. I call it the facility. When you come through, you don't even see it.

MR. DRAGISH: We need some arrows pointing at it.

MR. GRAHAM: Are you going to put a digital sign there, David?

MRS. OLIVER: Bravo to where you moved it to. It's so much better. Anymore on that before I give my report? Hearing none. I have the fire report. For June there were 234 calls, 115 transports, we provided 8 mutual aid and we received 2. We had a \$60,000 fire loss. It was a lightning strike on Canfield Road. Mr. D'Apolito will you be doing Mr. Rapp's report?

MR. D'APOLITO: I'm going to do Mr. Rapp's and Chief Colucci's.

MRS. OLIVER: I'll do everyone and save you for last. With that being said, our Finance Director, Mrs. Clayton.

FINANCE DIRECTOR: Thank you. I've posted the city's check register's for June on the city's website. We recently renewed our property, liability and vehicle and cyber insurance, as of July 1st. Our total premium decreased \$2,200 from last year. Some parts were up and some were down.

MR. DRAGISH: Interesting.

MRS. OLIVER: Thank you. Our Zoning Inspector, Mr. Thorn.

ZONING INSPECTOR: Thank you, Mrs. Oliver. For July, we had 21 permits that we issued, so far. Total permits issued year to date is 92. Next month we have one public hearing set for August 14th, for a resident receiving an adjustment. He wants to make his shed bigger and currently it doesn't conform with our ordinance. So, it's a change for a non-conforming use. Certified mail was sent out this week for that to all the neighbors. Aside from our sign at our Planning & Zoning Meeting we had an addition to a home on Fairview that was approved and an addition to a garage on Montgomery Court that was approved. That's all I have.

MRS. OLIVER: Thank you. Our Clerk, Mrs. Bernat.

CLERK: Thank you. We are going to be having some openings on Boards and Commissions at the end of this year. I posted the application on our website. There will be 3 openings on the Parks Board and 1 on Planning & Zoning.

MRS. OLIVER: Are these people termed out?

CLERK: Yes.

MRS. OLIVER: Thank you. Atty. Fortunato.

ATTY. FORTUNATO: No report. I'll be happy to explain the temporary sign ordinance.

MRS. OLIVER: I'm going to say, our City Manager, Mr. D'Apolito, Public Works Superintendent, Mr. Rapp and our Police Chief, Chief Colucci.

MR. D'APOLITO: I'm going to give all 3 and then you tell me which is which. (Laughter)

On behalf of Mr. Rapp- Crack sealing is complete for this year. The back-up generator (lift station) behind Giant Eagle is nearing completion. Water meter replacements continue. We are repairing pot holes with hot patch. That is ongoing. The rock-climbing wall that was donated by the township to us has been installed at Fair Park. It looks fantastic. The last two leaf boxes rehabilitation has been completed.

I'm going to give my report because it's coincidental with the rock-climbing wall. First of all, the 4th of July Parade, it went off without a hitch. Such a great job was done by our Police Department and our Public Works Department. Public Works getting prepared and ready for the parade and then after the parade. By 3:00pm you have no idea that all those people were here. What a great job they did. The police department did a great job keeping everyone safe. It was great atmosphere, great weather, it was a great day. What I wanted to talk about was the Chief and I had some meetings with the school superintendent and one of the Trustees from the Township regarding funding for the school resource officers. Also, Mr. Fortunato and I met with another Trustee as well as some representatives from the prosecutor's office on different issues, funding issues we have with the township as well as the Fire Board. The whole point is, it's not about the particulars, it's about the relationship with the township. I think it's growing and headed in a positive direction. I appreciate the willingness to meet and talk as frequently as we do. I just think that good things are going to come from that moving forward.

Finally, I will give the Chief's report. I had to promise him that I would read this word for word.

MRS. OLIVER: Before you give the Chief's report can I ask you a question about the parade. I saw on social media, people were asking why we don't have clowns in our parade. This was all over the place, that there used to be clowns and why don't we have them. Some people thought all the clowns were gone and other people said they were in Lake Milton at their parade.

MR. D'APOLITO: That would be the parade committee. I really don't know.

MRS. OLIVER: So, basically, they have the opportunity to be in the parade, they just didn't register for the parade.

MR. D'APOLITO: I don't think we have a ban on clowns.

MR. GRAHAM: That's a debatable thing.

MRS. OLIVER: That's why I'm asking.

MR. DRAGISH: We used to have those kids going around with the clown masks.

MRS. OLIVER: That's why I'm asking. Some people felt that we're not allowed to have clowns in the parade. I'm thinking, the reason for that is, they didn't register to be in the parade. That's all I needed to know. I thank you for that. Please go on.

MR. D'APOLITO: I'm going to read this word for word.

I want to express my sincere gratitude to everyone that came together to celebrate the Canfield 4th of July Parade 2025 addition. It was truly a unique year for the parade as we had only 2 returning members on the committee. As many of you know, it takes a significant amount of time, dedication and hard work to make this event a success. Our parade is just as important to Canfield as the Macy's Thanksgiving Day parade is to New York City. There is no doubt that Canfield deeply respects and loves our 4th of July celebration.

Canfield Police Department and City Staff are truly blessed to serve such an amazing community. This year, members of the Canfield Police Department accepted the challenge of facilitating the parade. I'm humbled to work with such an incredible group, who every 4th of July sacrificed time with their families to ensure all safety precautions are in place to host the Canfield 4th of July, Firecracker Foot Race for youths and adults. With no break between events, all officers quickly move from post to post, ensuring the appropriate streets are blocked off while allowing for safe foot races and maintaining existing pedestrian and vehicular travel. By the time the last adult runner crosses the finish line, our team transitions into parade mode. Following the parade, our officers begin opening roadways and engaging with our community for the kids' games and other events on the green. For all events, the safety of all participants and spectators is our number one priority.

Please keep in mind that not only do these officers work the parade and other events, but the majority of them also work their regularly scheduled shifts on July 3rd, 4th and 5th.

Our City Manager, David D'Apolito, and Public Works Superintendent, John Rapp, were instrumental in our safety plan by ensuring Street Department trucks blocked major intersecting points of the parade. Sergeant Kyle Young and his bomb-sniffing canine partner, Oakley, were deployed early in the morning, searching for any suspicious packages along the parade route, while Officers Cover and Lamping flew Canfield PD drones, ensuring safety for all. Every police and auxiliary officer were deployed to assist with all safety measures.

Regarding the parade and the months leading up to it, I must recognize the following Canfield Police Officers who formed the new committee/team coordinating the parade: Assistant Chief Scott Weamer, Lieutenant Cris Ruiz, and Detective Scott Bennett shared the many responsibilities for all aspects of our parade.

It is imperative to name Detective Sergeant Josh Wells as the Most Valuable Player of the 2025 Canfield Fourth of July Events. Having been a prior member of the Fourth of July Committee,

Josh recognized the demands our team was facing and unselfishly stepped up and carried the bulk of all assignments our team shared. Please understand, Josh is a husband, father, and police officer, and without being asked to do so, he essentially became the 2025 Fourth of July Parade Committee Chairperson. Josh is an amazing person who we should all be proud to say is an instrumental member of our incredible team.

It shall be noted, our goal was to create a new Fourth of July Committee for future parades. Our goal was achieved. The community stepped up and we now have several new members that will carry the Canfield tradition forward for many years to come. We are honored to announce the 2026 Canfield Fourth of July Parade Chairperson, Kimberly Grossman.

Respectfully,

Chuck Colucci

MRS. OLIVER: They did an amazing, amazing, job.

MR. D'APOLITO: It was an amazing day. I forgot, they did put the trucks up there, I thought it was just a better way to prevent any access. People really seemed to like it.

MR. DRAGISH: Josh got me to where I needed to be on time.

MRS. OLIVER: I can proudly say, I made it through the whole parade without running out of candy this year. I learned last year, when you round that bend, you don't realize how many people are right there. This year, we were ready. Thank you to everybody that made it such a beautiful parade.

MR. TIECHE: I have a question. I don't know if it would go to David or John. Have we had contact meeting with our paving contractor to determine when they're going to start paving?

MR. D'APOLITO: We have a preconstruction meeting set for next week. Mr. Graham also asked me that.

MR. TIECHE: Okay. Thank you.

MRS. OLIVER: Council any questions on reports? Hearing none.

Under **Questions on Reports.**

MR. NEFF: The generator that you mentioned that is being worked on, is that a pump station to pump water?

MR. TIECHE: Sewage.

MR. D'APOLITO: It's a lift station.

MR. NEFF: Thank you.

Under **PERSONS DESIRING TO APPEAR BEFORE COUNCIL**, there were none.

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

Under **NEW BUSINESS**:

ITEM A: **An Ordinance Amending the Sign Regulations of the City of Canfield.**

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. DRAGISH: Second.

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

MR. TIECHE: Madam Chairman, I have an Ordinance Amending the Sign Regulations of the City of Canfield. This constitutes first reading.

CLERK: That will be set for a public hearing on September 3rd @ 5:30pm.

ITEM B: **An Ordinance Authorizing the City Manager to Enter Into An Agreement for Leaf Pick-Up.**

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. 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 and authorize reading by title only.

MR. DRAGISH: Second

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

MR. DRAGISH: I have an Ordinance Authorizing the City Manager to Enter Into An Agreement for Leaf Pick-Up. I move for passage.

MR. TIECHE: Second.

MRS. OLIVER: Do we have anything that we need to discuss, Mr. D'Apolito.

MR. D'APOLITO: What we have here is the leaf pick-up agreement. We had a 2-year agreement and now it's 5. It went out to bid. We only had one bidder. I think it's very notable that the increase is only 5%. It's not a 5% per year, it's a one-time 5%. Except for the last year, it's 10%. I think it's very beneficial for the city.

MR. DRAGISH: Sounds good.

ROLL CALL ON ORDINANCE:

5 Votes-Yes
0 Votes-No
Ordinance passes.
Ordinance 2025-16.

ITEM C: An Ordinance Approving the Replat of MCCTC Plat No. 1, Part of Outlot 75 on N. Palmyra Road by Mahoning County Career and Technical Center.

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. GRAHAM: 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. DRAGISH: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. GRAHAM: Madam President, I have an Ordinance Approving the Replat of MCCTC Plat No. 1, Part of Outlot 75 on N. Palmyra Road by Mahoning County Career and Technical Center. I move for passage.

MR. DRAGISH: second.

MRS. OLIVER: Do we want Mr. D'Apolito or Atty Fortunato to explain this?

MR. D'APOLITO: This involves the construction of the new Wellness Center being constructed at MCCTC. They want to have a separate address for that building.

MR. GRAHAM: So, it sits on its own specific parcel?

MR. D'APOLITO: Yes.

ZONING INSPECTOR: It's due to Columbia Gas and the hook-ups for utilities.

MR. DRAGISH: They get billed separately.

ZONING INSPECTOR: They get billed separately.

MRS. OLIVER: I had a second by Mayor Dragish.

ROLL CALL ON ORDINANCE:

5 Votes-Yes

0 Votes-No

Ordinance passes

Ordinance 2025-17.

MRS. OLIVER: Any public comments?

Under **COUNCIL COMMENTS**, there were none.

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

MR. NEFF: So, moved.

MR. DRAGISH: Can I make a comment? I want to say thank you to the police department for the great job that they did for the 4th of July. I know it's crazy because you sit there and you see this influx of people coming into our city and they make it look so easy and I know it's not as

easy as it looks but they make it look very easy. Again, kudos to them. A special thanks to Farmer's National Bank for hosting such a great breakfast. Hopefully, they continue to do that every year. It was very nice. I appreciate it.

MR. GRAHAM: It was nice.

MRS. OLIVER: Before we adjourn the meeting, Mr. D'Apolito, what is your approximation of how many people were there?

MR. D'APOLITO: I would uneducatedly guess around 10,000. That would be a very uneducated guess.

MRS. OLIVER: So, we had a motion to adjourn. Do I have a second.

MR. DRAGISH: Second.

MRS. OLIVER: We are adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL