

## AGENDA

### CANFIELD CITY COUNCIL **REGULAR MEETING** January 21, 2026-5:30 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** Adopting an Internet Auction Policy for 2026 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 or use, property through internet auction. Furthermore, ORC 721.15 (D) requires the establishment of a policy annually for the administration of the internet auctions.

Action Needed: Approval of Ordinance.

Attachment(s): None.

Public Comments

- B. An **Ordinance** Authorizing the City Manager to Enter Into A Contract with MS Consultants, Inc for Engineering Services Related to the C.H. Campbell Elementary Water Service Improvement Project.

Description: This Ordinance is for the preparation of design and bidding documents for the replacement of approximately 650 linear feet of waterline on Moreland, Deer Trail and Blueberry Hill.

Action Needed: Approval of this Ordinance

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

- C. A **Motion** Authorizing the City Manager to Enter Into An Agreement on Behalf of the City of Canfield and the Canfield Board of Education Regarding the allocation of Costs Related to the Provision of School Resource Officers.

Description: This Agreement is from August 1, 2025 through June 30, 2027.

Action Needed: Passage of this Motion

Attachment(s): School Resource Officer Agreement with the Board of Education.

12. Council Comments.

13. Adjournment

Introduced by: \_\_\_\_\_  
First Reading: \_\_\_\_\_

**AN ORDINANCE ADOPTING AN  
INTERNET AUCTION POLICY FOR 2026  
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](http://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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
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 AUTHORIZING THE CITY MANAGER TO ENTER INTO  
A CONTRACT WITH MS CONSULTANTS, INC. FOR ENGINEERING SERVICES  
RELATED TO THE C.H. CAMPBELL ELEMENTARY WATER SERVICE  
IMPROVEMENT PROJECT

WHEREAS, the Council of the City of Canfield desires to proceed with the C.H. Campbell Elementary Water Service improvement; and

WHEREAS, Council desires to authorize a Professional Services Contract with MS Consultants, Inc. for engineering services related to the C.H. Campbell Elementary water service improvement project.

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

Section 1: The City Manager is hereby authorized to enter into a contract with MS Consultants, Inc. for engineering services related to the C.H. Campbell Elementary Water Service Improvement Project.

Section 2: Cost of said professional services shall not exceed \$33,824.00 (see attached proposal)

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., 2026.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

Certification of Publication

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

\_\_\_\_\_  
\_\_\_\_\_.

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CLERK OF COUNCIL

APPROVED AS TO FORM:

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MUNICIPAL ATTORNEY

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT ("Agreement") effective as of November 4, 2025 ("Effective Date") between the City of Canfield, 104 Lisbon Street, Canfield, Ohio 44406 ("Owner") and ms consultants, inc., 333 East Federal Street, Youngstown, Ohio 44503 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Waterline replacement field survey, design, and bidding assistance.

Engineer's services under this Agreement are generally identified as follows: Preparation of design and bidding documents for the replacement of approximately 650 linear feet of waterline on Moreland, Deertrail, and Blueberry Hill.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in this Agreement.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time and, in any event, no later than the dates set forth in any exhibit or amendment to this Agreement.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 2.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and



2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of this Agreement.

#### 4.03 Compensation

- A. Owner shall pay Engineer for Basic Services set for in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
  1. *Final Design & Bidding Assistance*
    - a. A Lump Sum amount of \$33,824.00.
  2. Engineer may alter the distribution of compensation between task orders noted herein upon task order authorization to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
  3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
  4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. Period of Service: The compensation amount stipulated in this Agreement is conditioned on a period of service not exceeding the Time for Completion set forth in Paragraph 3.02. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

### ARTICLE 5 – OPINIONS OF COST

#### 5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials,

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Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in an exhibit to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

**ARTICLE 6 – GENERAL CONSIDERATIONS**

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that

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Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
  - a. changes after the Effective Date to Laws and Regulations;
  - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
  - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless both parties mutually agree to use other general conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.

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- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended,

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will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in this paragraph. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
  - 1. Commercial General Liability. Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury and / or property damage with a \$1,000,000 annual aggregate. This shall include products / completed operations coverage and shall also include Broad Form Contractual Insurance specifically covering this Agreement.
  - 2. Business Automobile Liability. Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Consultant with a minimum combined single limit of liability of \$1,000,000 for bodily injury, death and / or property damage.
  - 3. Workers' Compensation / Employers' Liability. Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.

4. Professional Liability. Professional Liability Insurance in an amount not less than \$2,000,000 per claim / annual aggregate on a claims-made basis.
- B. Owner shall procure and maintain policies of property and liability insurance for the Project. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in the Agreement. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in the Agreement. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and the Agreement will be supplemented to incorporate these requirements.

#### 6.06 *Suspension and Termination*

##### A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
  2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
    - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. by Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Agreement.

**6.07 Controlling Law**

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

**6.08 Successors, Assigns, and Beneficiaries**

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.



#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other dispute resolution procedures.
- B. All disputes between the parties arising out of this Agreement that are not resolved by negotiation shall be subject to arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have

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Exhibit K – Amendment to Owner-Engineer Agreement.

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Page

the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in this Agreement.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Confidential and Proprietary Information:* Owner agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Engineer pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available by Owner to any third-party without the express written consent of the Engineer unless such information (a) was known by the Owner prior to receiving the confidential information from the Engineer; (b) becomes rightfully known to the Owner from a third-party source not under an obligation to the Engineer to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Owner in breach of this Agreement; or (d) is required to be

disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.

- G. *Construction*: The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it
- H. *Counterparts*: This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer beyond those identified as Basic Services in Exhibit A of this Agreement.
  - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with of Exhibit A of this Agreement.
  - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both;

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Exhibit K – Amendment to Owner-Engineer Agreement.

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contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in an exhibit to this Agreement.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 *Exhibits Included:***

- A. Exhibit A: Scope of Services

### **8.02 *Total Agreement***

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

### **8.03 *Designated Representatives***

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

### **8.04 *Engineer's Certifications***

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;



2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**[THE BOTTOM OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Canfield

By: David A. D'Apolito

Print name: David A. D'Apolito

Title: City Manager

Date Signed: 11-4-25

Engineer: ms consultants, Inc.

By: Steve Preston

Print name: Steve Preston, PE

Title: Project Manager

Date Signed: November 3, 2025

Address for Owner's receipt of notices:

104 Lisbon Street

Canfield, Ohio 44503

Designated Representative (Paragraph 8.03.A):

David A. D'Apolito

Title: City Manager

Phone Number: 330-533-1101

E-Mail Address: ddapolito@canfield.gov

Address for Engineer's receipt of notices:

333 East Federal Street

Youngstown, Ohio 44503

Designated Representative (Paragraph 8.03.A):

Steve Preston, PE

Title: Project Manager

Phone Number: 330-744-5321

E-Mail Address: spreston@msconsultants.com

Exhibit K – Amendment to Owner-Engineer Agreement.

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Page

**EXHIBIT "A"**  
**TO THE ENGINEERING AGREEMENT**

**CITY OF CANFIELD**  
**C.H. CAMPBELL ELEMENTARY WATER SERVICE IMPROVEMENT**

**SCOPE OF SERVICES**  
**SEPTEMBER 26, 2025**

**PART 1 – PROJECT UNDERSTANDING**

ms consultants, inc. (ENGINEER) understands that the City of Canfield (OWNER) desires to improve the water service connectivity for C.H. Campbell Elementary School. The project generally consists of the installation of 650 linear feet of water service improvements and the installation of gate valves to provide isolation. The improvements will provide multiple waterlines to feed the school through the existing service line. The new valves will allow for isolation of the lines on Moreland, Deertrail, and Blueberry Hill.

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

**1.1 PROJECT MANAGEMENT**

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

**1.2 KICKOFF MEETING**

- 1.2.1. Upon receiving a "Notice to Proceed", ENGINEER will proceed with a kick-off meeting to discuss and more fully define the project requirements. The ms team will prepare an agenda and meet with the Owner to kick-off the project. The purpose of the meeting will be to further refine the overall goals of the project, identify any areas of concern that may prove to be problematic to a successful outcome, and provide a basic review of available documents. The meeting will be a combination of in-person and virtual so that appropriate staff may attend.

**1.3 BASIC SERVICES**

**1.3.1. Survey**

- a. ENGINEER shall provide field survey services including establishment of primary project control, a detailed survey of observable features, and establishment of existing property lines and right-of-way within the project area using OAC 4733-37.

**1.3.2. Final Design**

- a. ENGINEER shall place an OUPS call and coordinate with affected utilities (as noted in the OUPS ticket) at the 50% and 100% design levels.
- b. ENGINEER shall perform a site visit to review the project site and identify any potential obstructions.
- c. ENGINEER shall create the base map utilizing field survey and utility record drawings.
- d. ENGINEER shall develop 50% and 100% level plan sets for the Owner's review, including all required internal QA/QC.

- e. ENGINEER shall develop cost estimates at the 50% and 100% design level.
- f. ENGINEER shall develop technical specifications.
- g. A project manual and bid document shall be developed. Front-end documents shall be of ENGINEER's standard format.

#### 1.3.3. Permitting

- a. ENGINEER shall prepare and submit a Water Supply Data Sheet to the Ohio EPA to obtain necessary permits.

#### 1.3.4. Procurement Assistance

- a. ENGINEER shall provide technical assistance related to the Ohio EPA WSRLA program including construction loan application preparation and loan drawdown assistance.

#### 1.3.5. Bidding Services

- a. ENGINEER shall assist Owner in bidding of the project by assisting in the following:
- b. Distribution of plans and contract documents electronically through ENGINEER's Newforma software.
- c. Answer all questions during the bidding procedure (assume up to five questions).
- d. Preparing and issuing addenda (one addenda assumed).
- e. ENGINEER shall attend bid opening.
- f. Review of all bids including reference checks, preparation of a bid tabulation, and recommendation of award letter.
- g. ENGINEER shall prepare three contract books following City award and shall coordinate execution between the Owner and Contractor.

### 1.4 DELIVERABLES

#### 1.4.1. 50% Design Stage

- a. Drawings (.PDF)
  - i. Title Sheet
  - ii. General Notes/ Details
  - iii. Plan/Profile
- b. Cost Estimate (.PDF)

#### 1.4.2. 100% Design Stage

- a. Drawings (.PDF)
  - i. Title Sheet
  - ii. General Notes/Details

- iii. Plan/Profile
- b. Cost Estimate (.PDF)
- c. Technical Specifications (.PDF)
- d. Project Manual (.PDF)
- e. Bid Submittal Document (.PDF)

## **PART 2 – ASSUMPTIONS**

- 2.1.1. The scope of work does not include the following items:
  - a. Mahoning County SWP3 Permit & Ohio EPA Notice of Intent permits are not anticipated as the disturbed area is assumed to be less than 1 acre.
  - b. Environmental permitting is not included.
  - c. Geotechnical investigation is not included in the scope of work.
  - d. Maintenance of Traffic will be covered by notes referencing ODOT specifications.
  - e. The design does not include pavement resurfacing drawings.
  - f. ENGINEER assumes that temporary bypass service will not be required.
  - g. Construction Administration/Inspection is not included and will be subject to a modification to this Agreement at the completion of design.
- 2.1.2. ENGINEER shall not be required to revise its work if revisions are inconsistent with previous approvals, instructions or information provided by the Owner without receiving additional compensation.

## **PART 3 – OWNERS RESPONSIBILITIES**

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

- 3.1.6. Bear all costs incidental to compliance with the requirements of this section.

#### **PART 4 – ADDITIONAL SERVICES OF ENGINEER**

##### **4.1 SERVICES REQUIRING AUTHORIZATION IN ADVANCE**

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

#### **PART 5 – SCHEDULE**

- 5.1.1. ENGINEER estimates that bidding documents will be complete within 90 days from the Notice to Proceed, dependent upon regulatory review times.

Introduced by: \_\_\_\_\_

Motion No: \_\_\_\_\_

**A MOTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT  
ON BEHALF OF THE CITY OF CANFIELD  
AND THE CANFIELD BOARD OF EDUCATION  
REGARDING THE ALLOCATION OF COSTS RELATED TO  
THE PROVISION OF SCHOOL RESOURCE OFFICERS**

**WHEREAS**, the Council of the City of Canfield desires to enter into an Agreement with the Canfield Board of Education regarding the allocation of costs related to providing School Resource Officers to the Canfield Board of Education; and

**WHEREAS**, the City of Canfield, and the Canfield Board of Education have re-negotiated the terms of an agreement allocating the costs of providing School Resource Officers from August 1, 2025 through June 30, 2027.

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

**Section 1.** That the City of Canfield shall enter into an agreement with the Canfield Board of Education in the form attached to this Motion and incorporated herein as Exhibit 1.

**Section 2.** That the City Manager of the City of Canfield is hereby authorized and directed to enter into the Agreement.

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

PASSED IN COUNCIL THIS \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
CLERK OF COUNCIL

**Certification of Publication**

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

\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
CLERK OF COUNCIL

APPROVED TO FORM:

\_\_\_\_\_  
MUNICIPAL



## **SCHOOL RESOURCE OFFICER AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the **Canfield Board of Education**, on behalf of the Canfield Local School District, 100 Wadsworth St., Canfield, Ohio 44406 ("Board" or "District"), and the **City of Canfield**, 104 Lisbon Street, Canfield, Ohio, 44406 ("Canfield" or "City"), in consideration of promises and covenants contained herein and the parties agree as follows:

**WHEREAS**, the Board operates a public school system within Canfield's boundaries and jurisdiction; and

**WHEREAS**, the parties to this Agreement desire to provide programs and services to intervene and prevent at-risk children from becoming involved in the juvenile justice system and/or to support those who may already be involved; and

**WHEREAS**, the School Resource Officer ("SRO") Program offers a unique opportunity for Canfield's law enforcement and the Board to work collaboratively to enhance the safety and security of the educational environment; and

**WHEREAS**, the parties desire to memorialize their shared understanding of the SRO Program acknowledging that while every contingency cannot be predicted with certainty, an Agreement should be entered into that delineates what is expected of each party during the performance of the Agreement and in certain circumstances.

**NOW, THEREFORE**, it is agreed by and between the parties, as follows:

1. **General Scope.** Canfield agrees to provide three (3) police officers to serve as SROs at Canfield High School, Canfield Elementary Schools and Canfield Middle School as provided herein. SROs shall perform any and all duties required to assist the school in issues of safety, education, and any other matters as mutually agreed upon by the City and the Board. The parties acknowledge that the officer assigned as the SRO is an employee of the City of Canfield and not an

employee of the Canfield Board of Education. The SRO shall perform duties as delineated pursuant to this Agreement or other duties pursuant to the general scope of this Agreement as mutually agreed upon by both parties. All duties performed by the SRO shall be consistent with state and federal law and the Canfield Police Department policies and procedures.

**2. The objectives of the SRO Program shall be as follows:**

- A. To act as a liaison between school personnel and applicable Juvenile Court facilities.
- B. To act as a liaison between school personnel and local law enforcement jurisdictions and social services agencies in a cooperative effort to prevent juvenile delinquency.
- C. To select and assign trained police officers from the Canfield Police Department to work directly in the Board's schools in cooperation with school administrators and faculty.
- D. To build a positive image focused on encouraging orderly behavior of students.
- E. To help students learn more about the law and law enforcement.
- F. To familiarize students with law enforcement personnel and their objectives and role in society.
- G. To reinforce the feeling of pride that students have towards their schools and their community.
- H. To encourage students to stay in school.
- I. To work with school personnel to develop closer contact and better communication with students.
- J. To develop an effective program of safety education.

**3. Specific Duties.**

**A. SRO/City of Canfield.**

1. SROs will be responsible for the majority of law enforcement activities occurring at the school during school hours.
2. To investigate delinquent or criminal acts within the school system and its community when the schools or students are involved. The SROs will notify the Board prior to any charges being filed as a result of such investigation.
3. SROs may be requested by school officials to standby during a search of a student or a student's locker or property that is being done by a school official when that official has determined reasonable suspicion that the student has violated a law or school rule. Such searches must be at the direction and control of a school official. However, in situations where the SRO is standing by at the request of a school official, and that school official has reasonable suspicion to believe a search of a student or student's property may result in the discovery of items posing an imminent threat or danger to students or staff, the official may request the SRO conduct the search in furtherance of the school's objectives to maintain a safe and proper educational environment.
4. SROs, or designee, will receive any contraband recovered by school officials during the officials' search based on reasonable suspicion. Prior to any charges being filed, the City must notify school administrators and consider all applicable circumstances involved.
5. SROs will coordinate the scheduling of K-9 sniffs at the school at the request of and in the manner agreed to by school officials.
6. SROs will assist school personnel with the security of school property and facilities during the school day. SRO will assist high school officials in

monitoring the parking lot for vehicles without parking permits and vehicles parking in other than the assigned places. SRO will assist administration with security suggestions and school safety planning.

7. SROs will act as a resource to staff, students and parents on matters related to law enforcement, criminal activity and crime prevention/safety.
8. SROs will provide in-service training for all staff on relevant safety and law related issues at least annually as mutually agreed to by the parties.
9. SROs will conduct classroom presentations which will involve a wide range of topics, including law-related education, child safety, alcohol and drug education, Drug Abuse Resistance Education, search and seizure, juvenile law, traffic laws, etc. SROs will also be available for informal discussions with students at the Friday Prime Time classes at the high school.
10. SROs will serve as liaison between the school system and Juvenile Court, other police departments and social service agencies such as the Children's Services Board.
11. When available, SROs will monitor the safe arrival and dismissal of students and assist other police officers in enforcing applicable traffic laws on school lots and approaching roadways.
12. The SROs will comply with all applicable provisions of the Ohio Revised Code, the Ohio Administrative Code, Ohio Public Records law, relevant police policies and FERPA.
13. SROs will regularly meet with the superintendent, building principals and assistants to discuss issues, plans and strategies, to problem solve and to evaluate the SRO program from the school's perspective.

14. SROs will perform such other duties as mutually agreed upon by the Superintendent or principals and SRO, so long as the performance of such duties is legitimately and reasonably related to the SRO program as described in this Agreement, and so long as such duties are consistent with state and federal law and departmental policies and procedures.

15. SRO's will assist the schools for securing the school property and perimeters including all areas within the schools, exterior areas and parking areas.

**B. Canfield Board of Education Responsibilities.** The Canfield Board of Education or appointed employee, agent or other representative of the Board shall, except as limited by state or federal law, provide the following services to the SROs pursuant to the terms of this Agreement:

1. Inform SROs of all suspicious, dangerous, or criminal activity which may impact students whether the same occurs on school property or not regardless of the type of offense.
2. Provide input on criminal cases related to students on school property as reasonably requested by the SRO.
3. Promptly surrender any illegal contraband discovered by school officials to the SRO.
4. Assist the SROs in the performance of the SROs' duties as reasonably requested by the SROs including, without reasonable delay, the composition of witness statements by school officials and assistance in identifying and providing witnesses for investigations.
5. Provide SROs with a private work area of a type and in a location mutually agreed upon by the parties.
6. Include SROs in any meeting or projects related to school safety.

**4. Compensation.** The Canfield Board of Education shall compensate the City as follows:

- i. \$135,920.20 for school year 2025/2026, and

- ii. An amount to be agreed upon by the parties for school year 2026/2027.

**5. Term of Agreement.** This Agreement shall remain in effect for two (2) years commencing on August 1, 2025, through to June 30, 2027 unless either party provides the other with written notice ninety (90) days prior to its desire to terminate this Agreement.

**6. Information Sharing.** The parties acknowledge that communication and information sharing will be essential to the success of the SRO Program. In order to facilitate a free flow of information to and from the SROs, the parties agree that information will be shared in accordance with the provisions of the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, the Family Educational Rights and Privacy Act (FERPA) and relevant Police Department and Canfield Local School policies.

**7. Enforcing and Reporting School Policy Violations.** The parties to this Agreement acknowledge that the SROs shall have limited duties regarding the discipline of students. The SROs are not a school disciplinarians and generally will only take action when there has been a violation of law, or suspicion of a violation of law. School discipline is the responsibility of the appropriate school administrator, but the SROs may report incidents needing discipline to a school official and may assist administration when appropriate.

**8. Supervision of SROs.** The SROs will be accountable to and supervised exclusively by the Canfield Police Department. However, the SROs shall cooperate with school officials, including administrators and faculty and make every attempt to comply with school policies and respond to the reasonable request of school officials. The SRO shall also be supervised by the school Superintendent, or a designee, when serving in the capacity and performing duties as the school resource officer; however, the SRO's primary supervisor shall at all times be the Chief of Police or the designated SRO Supervisor. In the event of a conflict, the Chief of Canfield Police and Superintendent shall promptly meet and discuss in good faith any conflict or conflicts which have arisen and attempt to resolve the same.

**9. Independent Contractor.** The Police Department of Canfield agrees to perform

all services pursuant to this Agreement as an independent contractor, and further agrees that no employment-related benefits or withholdings shall be paid for or made to Canfield or the Canfield Police Department and/or the school resource officer by the Board.

**10. Insurance.** The City shall maintain public liability insurance which shall cover the duties performed by the school resource officer and which shall name the Board as an additional insured. The Board will also maintain public liability insurance which will cover the SRO's duties and responsibilities and will name the City as an additional insured on said policy.

**11. Truancy.** Truancy will not be part of this Agreement and therefore will not be the responsibility of the SROs pursuant to the terms of this Agreement. Truancy will continue to be handled by school personnel and the county attendance officer.

**12. Ohio law provision.** This Agreement shall be construed in accordance with and subject to Ohio law.

**13. Unenforceable Provision.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in effect as if the illegal, unenforceable or invalid term had never been contained therein.

**14. Integration and Amendment.** This Agreement shall constitute the full, final and complete understanding of the parties concerning this matter. Any amendments or modifications to this Agreement shall be in writing and signed by all parties. This Agreement may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose. No waiver shall be binding unless in writing and signed by the party providing such waiver.

WITNESSES:

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\_\_\_\_\_  
Superintendent, Canfield Local Schools

\_\_\_\_\_  
President, Canfield Board of Education

\_\_\_\_\_  
Canfield City Manager

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Canfield Law Director



MINUTES  
CANFIELD CITY COUNCIL  
**REGULAR MEETING/REORGANIZATIONAL MEETING**  
JANUARY 5, 2026-5:30 P.M.

Mr. Nacarato and Mr. Schialdone were sworn-in by Judge Scott Hunter ceremonially before the council meeting began.

The meeting was called to order by Atty. Fortunato, followed by the Pledge of Allegiance. The Clerk called the roll to which a quorum responded as follows: Mr. Dragish, Mr. Graham, Mr. Nacarato, Mrs. Oliver and Mr. Schialdone.

ATTY. FORTUNATO: At this time, I would like to have a motion made pursuant to Section 2.04 of the Charter and the Rules of Council to change the order business tonight and move new business item D up to this point of the meeting.

MRS. OLIVER: I'll make the motion that we move ITEM D to the beginning of the meeting.

MR. SCHIALDONE: Second.

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

ATTY. FORTUNATO: At this point, we're now considering a motion to appoint an individual to the position of President of Council.

MR. SCHIALDONE: A motion to make Christine Oliver President of Council.

MR. GRAHAM: Second.

|                      |                            |
|----------------------|----------------------------|
| ROLL CALL ON MOTION: | 4 Votes-Yes                |
|                      | 0 Votes-No                 |
|                      | 1 Abstention (Mr. Dragish) |
|                      | Motion passes              |
|                      | Motion 2026-01.            |

ATTY. FORTUNATO: Madam President, you're up.

MRS. OLIVER: First, I'd like to congratulate Mr. Schialdone and Mr. Nacarato our newest council members. I would like to thank you gentlemen for having the honor to serve as your President. I appreciate that very much.

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

MRS. OLIVER: Mrs. Bernat, for approval of the minutes, are we approving the minutes of the last meeting or are we starting all over because they don't have minutes yet.

CLERK: It's the minutes from the last meeting. They were all given the minutes.

Under **MINUTES**, the Minutes of the Regular Meeting on December 17, 2025 were approved as presented.

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

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

MRS. OLIVER: Mr. Nacarato, you are Design Review, correct? Do you have anything to share with us?

MR. NACARATO: Our first meeting will be tomorrow. So, I will share it at our next council meeting.

MRS. OLIVER: Thank You. Mr. Schialdone. Your zoning?

MR. SCHIALDONE: No, Parks and Rec. The first meeting is on Wednesday.

MRS. OLIVER: Okay, thank you. Mayor Dragish, do you have a Mayor's Report?

MR. DRAGISH: No Mayor's Report. The only thing that I've been getting is several comments about our roads. I don't know how Canfield does it but Canfield has the best roads out there. Everywhere I go, they're like, look at this mess and then we go to Canfield and they're dry. Kudos to your guys. They do an awesome job. I keep trying to tell the people that we have the switches but I don't think they believe me.

PUBLIC WORKS SUPERINTENDENT: Thank you. I wish we did.

MRS. OLIVER: Mr. Graham, you are now on Planning & Zoning.

MR. GRAHAM: Yes, our first meeting will be this Thursday.

MRS. OLIVER: I'm on the Fire Board and as of today, we don't have the December results yet. We only have November; which I shared at the last meeting. Mr. D'Apolito, who is going to do the reports for the people missing?

MR. D'APOLITO: I have the Finance Director's Report. I do not have a zoning report and I do not have a police chief report. I have my report and the finance director's.

MRS. OLIVER: We'll start with our Public Works Superintendent, Mr. Rapp.

PUBLIC WORKS SUPERINTENDENT: Thank you, Mrs. Oliver. Public Works, these last couple of weeks, has been busy with 3 main water breaks, on Moreland, Janet and Newton. They've been busy with that and salting and plowing and maintenance and repairs on our trucks. That has pretty much consumed us for the past two weeks. Finally, this week, we catch a little bit of a break but we did have a water break on Newton. It went smooth, I think it was a couple of hours. That's all I have.

MRS. OLIVER: Thank you. Mrs. Bernat told me that going forward she will have you share the information that she has.

MR. D'APOLITO: She didn't share that with me.

MRS. OLIVER: She told me before the meeting. She said, she doesn't have things often, so when she does, she's going to funnel it through you. Our City Manager, Mr. D'Apolito.

MR. D'APOLITO: First of all, I want to welcome our council members, congratulations to both of you and I'm looking forward to working with you. I'm glad you're here. Secondly, I want to comment again on Public Works what they're doing is incredible. This time of year, with the weather and the water breaks. As a result of so much usage, the trucks have had a lot of breakdowns and things with the equipment and the Public Works Department keeps plowing through (no pun intended). I was out with them today on a water break, I just love watching these guys work. I credit John and his crew for everything they do.

As far as the city manager, myself, I have been working with the Sanitary Engineer. I had a meeting on New Year's Eve day, with Bernie Petro our County Sanitary Engineer. Our rates have not increased in 25 years. He's new to the job and one of the first things that he is doing is to review contracts with communities. Ours is glaring at him. We have been in discussions. They're very friendly, I don't mean to characterize them any other way. He assures me that we are looking at some serious rate increases over time. The one thing that I've asked that we do and it's come up in meetings that we've had is, we want to measure how much usage we're getting. He thinks that we are putting much more waste into the system than what we're paying for. So, tomorrow, we have a meeting with a company and we're going to put a meter into our pit on Topaz and measure how much we're putting into the county sanitary sewer system. That's an ongoing thing. I just want council to be aware of it. We have a meeting with this company to install a meter in the pit. Just something to put on the radar. That's my report.

MRS. OLIVER: Okay, do you want to do the Finance Director.

MR. D'APOLITO: Yes, on behalf of the finance director, she wanted everyone to know that post cards will be mailed by the end of the month with information on how to obtain the city income tax return and what to include when you file. There is a link on the city's website to electronically file your return and pay amounts owed to the city on your income tax return. An exemption certificate for retired individuals was mailed today to taxpayers that are identified in our software as retired. Those taxpayers may complete this form instead of a tax return if you did not have any earned income for 2025.

MRS. OLIVER: Thank you. Our City Attorney.

ATTY. FORTUNATO: No report. A lot going on but no report.

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

MR. SCHIALDONE: There is word going around that there are shortages of salt. Do we buy salt and how are we set for the rest of the winter?

PUBLIC WORKS SUPERINTENDENT: We are in very good shape.

MR. SCHIALDONE: Thank you. I don't know if you've heard about the shortages or not.

PUBLIC WORKS SUPERINTENDENT: I have. But back in 2020-21, we built a new salt storage building. We are able to hold probably about 4 times as much as we used to be able to. We had a pretty good head start on it this year from carry-over from last year. We haven't had any trouble. About a week, we order a couple hundred tons and they have it the next week. But if they were 3 or 4 weeks without it, we would be okay.

MR. SCHIALDONE: That's great. Thank you.

MRS. OLIVER: Any other questions? Hearing none. Residents any questions?

MR. BRUCE NEFF: Bruce Neff, 68 W. Main Street. I have a quick question for John. If we install that meter do you have to average it or is all the city discharge going through that particular day?

PUBLIC WORKS SUPERINTENDENT: Anything that goes down into the sanitary sewer will be measured according to how that is measured, cubic feet or gallons. Anything that goes into the sanitary sewers, if we have connections in the storm water or drains.

MR. NEFF: So, if it's in one spot is that extrapolated to take in the whole thing?

PUBLIC WORKS SUPERINTENDENT: It's in one spot. It's in our interceptor that goes directly into the county line. There is one point where it enters into the county.

MR. NEFF: I guess that my plumbing background (inaudible).

ATTY. FORTUNATO: You can stay up there if you're speaking.

**Under Persons Desiring to Appear Before Council:**

MR. NEFF: Bruce Neff, 68 W. Main Street. I wanted to congratulate everybody and thank everybody for doing a good job. I want a better job next year. Keep making progress. I'm going to serve on the Parks and Recreation Committee. Last year, when I was still on Council, I met with a company out of Kent and took him to Fair Park. I'd like to see us look at the study that we had MS do for us on a bike loop. The first thing that was going to be done was a connector from the bike path to Fair Park. He represents a company that does sustainable environments. So, essentially, he would look at the topography of Fair Park and try to keep it at a sustainable, ecologically correct property. That's a large park that we only use just a very small part of it. I'll be back at council with information from Parks and Rec.

MRS. OLIVER: Thank You.

MR. NEFF: Thank You.

MRS. OLIVER: Anyone else desiring to speak before council that did not sign up? Hearing none.

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

**Under NEW BUSINESS:**

ITEM A: An Ordinance Authorizing the City Manager to Enter Into A Contract with MS Consultants, Inc. for Engineering Services Related to the Glenview Road Culvert Replacement Project 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. GRAHAM: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. NACARATO: Madam President, I have an Ordinance Authorizing the City Manager to Enter Into A Contract with MS Consultants, Inc. for Engineering Services Related to the Glenview Road Culvert Replacement Project and Declaring an Emergency. I move for passage.

MR. SCHIALDONE: Second.

MRS. OLIVER: Do you want to elaborate on this Mr. D'Apolito?

MR. D'APOLITO: I addressed it at a prior meeting but there is a culvert that is in disrepair. We have half the road closed on Glenview. We have had structural engineers to look at it to determine if the entire road should be shut down. The culvert needs replaced. It is a substantial cost. We have received funding from the state. We are partnering with the state for funding. I would like to get this project going as soon as possible. There is talk of trying to do it in the spring after school is out but if we can get it engineered, and bid, I'd like to do it as soon as possible. There are issues that could potentially occur. We're going to continue to monitor that and see if we should shut down the entire road.

MRS. OLIVER: Questions from council? Hearing none. Residents? Hearing none.

ROLL CALL ON ORDINANCE:

5 Votes-Yes

0 Votes-No

Ordinance passes.

Ordinance 2026-01.

ITEM B: An Ordinance Declaring Surplus Property and Authorizing its Disposal.

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. NACARATO: 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. NACARATO: Second.

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

MR. SCHIALDONE: An Ordinance Declaring Surplus Property and Authorizing its Disposal. I move for passage.

MR. DRAGISH: Second.

MR. D'APOLITO: This is our 2009 Dodge Avenger. It was used by our zoning department. I like to call it the Bat Mobile. It's black with tinted windows. We are declaring it surplus. I would then like to put it up for auction. We've been doing that on our own, without any cost or fees. It's going to be a high-ticket item (laughter).

|                         |                    |
|-------------------------|--------------------|
| ROLL CALL ON ORDINANCE: | 5 Votes-Yes        |
|                         | 0 Votes-No         |
|                         | Ordinance passes.  |
|                         | Ordinance 2026-02. |

ITEM C: An Ordinance Establishing New Canfield Codified Ordinance Chapter 1113 Entitled Construction Acceptance and Bonding.

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. SCHIALDONE: Second.

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

MR. GRAHAM: Madam President, I have An Ordinance Establishing New Canfield Codified Ordinance Chapter 1113 Entitled Construction Acceptance and Bonding. This constitutes first reading. This is set for February 4, 2026 for a public hearing at 5:30 P.M.

ITEM E: A Motion Appointing an Acting Manager

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

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

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

MR. SCHIALDONE: Second.

MR. D'APOLITO: Mrs. Oliver, in my absence or disability, the Chief of Police, Mr. Colucci be able to be acting city manager. If he was to be absent for some reason then Mrs. Clayton our Finance Director and if she were to be absent, Assistant Chief of Police, Mr. Weamer.

ATTY. FORTUNATO: So, doing it annually at the beginning of the year makes a lot of sense. There is no way to anticipate the CM's absence. We started doing this annually at the beginning of each year, maybe 10 years ago. It's a smart way to do it.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

Motion 2026-02.

Under **COUNCIL COMMENTS:**

MR. DRAGISH: I just want to welcome the 2 new members. Anthony, welcome back.

MR. NACARATO: I'm glad to be back. I'm glad to serve the community that I love.

MR. DRAGISH: Mr. Schialdone, welcome aboard.

MR. SCHIALDONE: Thank you, very much.

MR. DRAGISH: It's nice having you here. We're going to have some fun. I'm glad you guys are here. I'm glad it's a new year. I look forward to the new year and what Canfield brings for us this next several months. I'm looking forward to warm weather.

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



MR. NACARATO: I'll make that motion.

MR. GRAHAM: Second.

MRS. OLIVER: Meeting adjourned.

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PRESIDENT OF COUNCIL

ATTEST:

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CLERK OF COUNCIL