

AGENDA

CANFIELD CITY COUNCIL
REGULAR MEETING
March 4, 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. Harry Dampf from the Marine Corps League
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. A **Motion** Authorizing the City Manager to Enter Into A First Amendment to the School Resource Officer Agreement on Behalf of the City of Canfield with Canfield Township and the Canfield Board of Education Regarding the Allocation of Costs Related to the Provision of School Resource Officers.

Description: See City Manager and/or Chief Colucci.

Action Needed:

Attachment(s): First Amendment and the SRO Agreement.
Public Comments.
12. Council Comments.
13. Adjournment

Introduced by: _____

Motion No: _____

**A MOTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A FIRST AMENDMENT TO THE SCHOOL
RESOURCE OFFICER AGREEMENT ON BEHALF OF THE CITY OF CANFIELD
WITH CANFIELD TOWNSHIP 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 a First Amendment to its Agreement with the Canfield Board of Education and Canfield Township regarding the allocation of costs related to providing School Resource Officers to the Canfield Board of Education; and

WHEREAS, the City of Canfield, Canfield Township and the Canfield Board of Education have negotiated the terms of a First Amendment to the Agreement allocating the costs of providing School Resource Officers from August 30, 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 and Canfield Township 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

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF CANFIELD,
THE CANFIELD TOWNSHIP BOARD OF TRUSTEES
AND THE CANFIELD BOARD OF EDUCATION
FOR SCHOOL RESOURCE OFFICER
PROTECTION AND SERVICES ("FIRST AMENDMENT")**

WHEREAS, the City of Canfield, the Canfield Township Board of Trustees and the Canfield Board of Education previously entered into an Agreement dated December 20, 2023 for the City of Canfield to provide police protection and School Resource Officer services ("Agreement"), and

WHEREAS, the parties desire to amend the Agreement related to compensation, location of schools and the term.

In consideration of the promises and covenants in the Agreement and this First Amendment, the parties hereby amend the Agreement pursuant to Section 8 of the Agreement as follows:

1. The effective date of this First Amendment shall be August 30, 2025.

2. Commencing on September 1, 2025, **Section 1** of the Agreement shall be deleted in its entirety and replaced as follows:

"1. Under the terms of this Agreement, the City shall provide police protection to the Township by assigning one or more police officers to perform the duties of an SRO at the Canfield High School and Canfield Elementary Schools."

3. Commencing September 1, 2025, the **first sentence of Section 3A** of the Agreement shall be deleted in its entirety and replaced as follows:

"Commencing September 1, 2025, the Township shall contribute toward the yearly compensation for any and all police officers assigned to perform the obligations pursuant to the SRO Agreement by paying the City a fixed annual amount of \$52,795.54 for the 2025-2026 school year ("Fixed Annual Amount")."

4. Commencing September 1, 2025, the **first sentence of Section 7** of the Agreement shall be deleted in its entirety and replaced as follows:

"This Agreement will be effective from September 1, 2023 and shall continue thereafter until August 31, 2026."

5. Commencing September 1, 2025, **Exhibit 1** of the Agreement shall be deleted in its entirety and replaced with the attached Exhibit 1.

The remainder of the Agreement remains unchanged and in full force and effect unaltered by this First Amendment.

Approved as to form:

CANFIELD TOWNSHIP BOARD OF TRUSTEES

Attorney for Canfield Township

By: _____
TRUSTEE

By: _____
TRUSTEE

By: _____
TRUSTEE

Approved as to form:

CITY OF CANFIELD

Attorney for City of Canfield

By: _____
_____, City Manager

Fiscal Officer Certification

CANFIELD BOARD OF EDUCATION

By: _____
Title

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made and entered into this 14th day of January 2026, 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 Private 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 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.

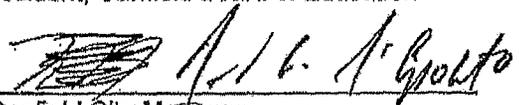
WITNESSES:



Superintendent, Canfield Local Schools



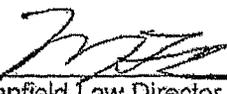
President, Canfield Board of Education



Canfield City Manager



Chief of Police



Canfield Law Director

MINUTES
CANFIELD CITY COUNCIL
REGULAR MEETING/PUBLIC HEARING
FEBRUARY 18, 2026 –5:30 P.M.

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

This is a public hearing regarding:

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

MRS. OLIVER: Atty Fortunato can you explain this Ordinance.

ATTY. FORTUNATO: This is changes to our subdivision regulations related to bonding. We're trying to tighten up some issues relative to when the city accepts improvements and the status of a bond at that time. If you think about it, the developer puts curb, gutter, utility lines, water and sewer lines in, and never comes to the city for approval for a period of 10 to 15 years. Then they post a 2-year maintenance bond for the city to be able to make repairs to those improvements. Those have already been built for a number of years. We're trying to compress that time period, so when a certain number of lots that are sold in a development, the developer has to petition the city for acceptance, we inspect and a bond is placed. Now we have a bond that is bonding relatively new. Issues like that we're trying to tighten up with this ordinance.

CHRISTINE OLIVER: Thank you. Council any questions? Hearing none. Residents any questions? Hearing none. We're going to close the public hearing.

MR. D'APOLITO: Hold on one second. Back to the public hearing.

ATTY. FORTUNATO: We want the subdividers to be responsible for the improvements up until they have 75% of the lots sold; which then they would come for acceptance.

MR. D'APOLITO: We're trying to extend that time, not shorten it. We're trying to extend it, so the contractor is responsible for a longer period of time. Right now, we inherit it when everything is new, the bond expires before anything goes bad, we want them to be responsible when things start to go bad.

ATTY. FORTUNATO: I misstated it. The goal is the same. To protect the city from having to replace or repair improvements.

MRS. OLIVER: Any questions? Hearing none. We're going to close the public hearing.

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

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

Under **APPROVAL OF MINUTES**, the Minutes of the Regular Meeting on February 4, 2026 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MR. NACARATO: I've already spoke with Tyler. There is a catch basin on Oak Tree that needs some attention and then there was a question about a lean-to by Hickory Hollow that I spoke to Tyler about and he's going to look into it.

MRS. OLIVER: Thank you. Anyone else?

MR. D'APOLITO: Mrs. Oliver, the process that we've instituted is instead of calling a council member individually, call to the city and 330-533-1101 and we'll create a work order and then go out and inspect and determine what needs done. That way, we have a paper trail. We can look back on it if we need to in the future. Instead of calling individuals, people can call the city building and we'll create a work order.

MRS. OLIVER: That's what I did last year when I was walking around Oak Tree and Pine Cone and found things sticking up out of the sidewalk. I specifically called here, so you guys could check it out. Anyone else?

MR. SCHIALDONE: Thank you, Madam President. I brought to the attention of David D'Apolito the homeowner and various other homeowners in the area. Robert Sargant is going to call because he was telling me about a sink hole that is in his backyard, he says it's approximately 10-12 feet deep. I gave him direction to call.

MR. D'APOLITO: They'll be out tomorrow.

MR. SCHIALDONE: Thank you.

MRS. OLIVER: Anything else? Hearing none. We'll move on to Reports.

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

MR. NACARATO: Design Review has not met.

MR. SCHIALDONE: The Parks and Recreation will meet on March 4th.

MR. DRAGISH: I have my Mayor's Monthly Statement to Council. The fines and other monies collected and received the total net collections to the city of \$1,113.00.

MRS. OLIVER: Even?

MR. DRAGISH: Even.

MRS. OLIVER: Mr. Graham.

MR. GRAHAM: Planning & Zoning met last Thursday, February 12th. Once again, we deferred on election of a chairperson until we have a full committee present; which should be March 26th. We rescheduled for that date. The minutes have been posted if anybody has any questions.

MRS. OLIVER: For the Fire Board for the month of January we had 242 calls, 130 EMS transports, we had 0 fire damage, we gave 11 mutual aid and received 1. We manned 1 firefighter on a tanker during cold weather, due to fire hydrants being frozen. That's the report that I have from the fire board. We'll move over to our public works superintendent, Mr. Rapp.

PUBLIC WORKS SUPERINTENDENT: Good evening. Public Works crews have been busy fixing water leaks and cleaning and restocking. We've also been working on budget items. These guys have been real busy for the past 3 weeks. We've had 21 leaks that we've repaired, some of them were very, very significant. Hopefully, we're over it. We're turning upwards with our weather and level out here and clean up some work orders. That's it. Thank you.

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

FINANCE DIRECTOR: The Canfield Community JEDD and the Millennial Moments JEDD financial statements have been filed with the Ohio State Auditor's Office. I also completed the report for the DEA regarding the forfeiture money received and spent during 2025 and that's been accepted by them. Currently, I'm working on the budget for next month.

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

ZONING INSPECTOR: Thank you, Mrs. Oliver. For the month of February, so far we issued 2 permits valued at \$18,350. Total permits year-to-date, 5. Year-to-date permit value \$30,350.00. That's all I got.

MRS. OLIVER: Mr. D'Apolito.

MR. D'APOLITO: Thank you, Mrs. Oliver. I wanted to make you aware that the chief had a scheduling conflict tonight. I excused his absence. He had no report to give on his behalf. Our Clerk of Council has no report as well. Again, I want to recognize our Public Works Department

on Presidents' Day we had a water event (we like to call them). The crew was out there all afternoon into the evening. I just want to recognize those folks for the good job that they do. I don't think they get enough recognition, that's why I like to mention them.

I also wanted to tell everyone who wasn't aware, effective February 12th, we had to completely shut down the Glenview Drive Culvert between Garwood and Moreland. It was determined by the engineer's that the road has deteriorated to the point that both sides have now become potentially impassable. That are will remain closed until the culvert is replaced. We've had some instances where people are moving our road closed signs and equipment. I had the police out there and hopefully they catch whoever is doing it, they will be cited if it continues to happen, it's truly a safety issue. We want people to recognize that and stay out of that area.

ATTY. FORTUNATO: No report. I'll be happy to explain some of the items on the agenda.

MRS. OLIVER: Thank You. Council any questions on the reports that you've just heard? Hearing none. Residents? Hearing none. I have a quiet bunch this evening. Where is Mr. Morvay? We need him.

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

CLERK: I have no one on the list.

MRS. OLIVER: Nobody?

CLERK: No.

MRS. OLIVER: Okay.

Under **OLD BUSINESS:**

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

MRS. OLIVER: Mrs. Bernat

CLERK: That would be title only.

MRS. OLIVER: That's what I thought but I wanted to make sure.

MRS. OLIVER: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with 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. DRAGISH: Madam President, I have an Ordinance Establishing New Canfield Codified Ordinance Chapter 1113 Entitled Construction Acceptance and Bonding. I move for passage.

MR. NACARATO: Second.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes.
	Ordinance 2026-05.

Under **NEW BUSINESS:**

ITEM A: An Ordinance Authorizing An Agreement Between the City of Canfield and Canfield DQE, LLC at 587 E. Main Street to Grant A Property Tax Abatement for 10 Years at 100%.

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 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 Authorizing an Agreement Between the City of Canfield and Canfield DQE, LLC at 587 E. Main Street to grant a property tax abatement for 10 years at 100%. I move for passage.

MR. SCHIALDONE: Second.

MRS. OLIVER: Would you like to explain this Mr. Fortunato.

ATTY. FORTUNATO: About 4 years ago, the city adopted a Community Reinvestment Area, an economic development tool to encourage both commercial and residential development. The city does not grant abatements on new residential construction. We do grant abatements for new commercial construction, new commercial renovation or additions, and residential additions or remodel, up to 10 years at 100%. In this instance, it was a commercial facility involving abatement in excess of 75%, the school board needs to approve that prior to our legislation and the school board did have a meeting and approved the agreement that you're approving tonight. In this case, the construction of the new Dairy Queen in the city on East Main Street has a total cost of \$3.2 million. That includes land acquisition, equipment, etc. Abatements only apply to the construction costs. So, land acquisitions costs, equipment, etc. aren't subject to abatement. The abatement applies to between the value of the property before construction occurred and the value of the property after the construction is completed. In this case, the developer will certify to the city the construction costs when completed. Those costs will be submitted to the county auditor by our clerk. That is the amount that will be abated. Specific interest in this application is the applicant expects employment of around 40-50 employees, 8 to 10 part-time employees, 4 full-time employees and 40 part time employees. At some of the locations they have 20 employees working at a time. They anticipate this being one of the busier locations with food service expansion, etc. So, this agreement contemplates a 10-year, 100% abatement on the construction cost. There is always property tax going to be paid on the value of the property before you start construction. That doesn't go away. Abatements don't mean you don't pay any property taxes. What an abatement does is, for a period of time certain, 10 years, you're not paying property taxes based on the value of the construction that you did on the property. That's where we're at with this one. It's a great program. I believe this is our 3rd or 4th commercial. The school board has been great to deal with. As part of the program the school board asked that we consider not granting abatements for new residential. Council decided to adopt a program that does not grant abatements to new residential. This fits well within the program.

MR. D'APOLITO: Four to five years now, it's been in existence.

ATTY. FORTUNATO: The CRA Program has been in existence 4 to 5 years. It's a great program. It's worked well. I think we've had some new construction in town, at least in part because of the program.

MR. D'APOLITO: It's job creation, and as a result, new tax base for the city.

MRS. OLIVER: I was asked the question earlier today, if we did the abatements on the new plaza where IGA used to be.

ATTY. FORTUNATO: That is in process.

MRS. OLIVER: Thank you. I was asked and now it's been answered.

ATTY. FORTUNATO: The one's that I recall are the IES addition and Jeff Tach's property. Is there another one?

CLERK: That's it.

ATTY. FORTUNATO: So, this will be our 3rd commercial.

MRS. OLIVER: Thank you, very much. That was a great explanation. We appreciate it. Council any questions? Hearing none. Residents any questions? Hearing none.

ROLL CALL ON ORDINANCE:

5 Votes-Yes

0 Votes-No

Ordinance passes.

Ordinance 2026-06.

ITEM B: An Ordinance Authorizing Entering Into An Agreement Between the City of Canfield and Dynege Energy Services East, LLC for an (Opt-Out) Electric Aggregation Program.

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 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.

MRS. OLIVER: Mr. Schialdone would you read Item B?

MR. SCHIALDONE: Thank you, Madam President. I have an Ordinance Authorizing Entering Into An Agreement Between the City of Canfield and Dynegy Energy Services East, LLC for an (Opt-Out) Electric Aggregation Program. I move for passage.

MRS. OLIVER: Do we have an explanation on this?

MR. D'APOLITO: We do. We invited Mr. Bellish to come here and go through the options and you can ask any questions to Mr. Bellish.

MRS. OLIVER: Thank you.

MR. TOM BELLISH: Good evening Council. Tom Bellish, Buckeye Energy Brokers. Tonight's agreement from Dynegy is a 13-month agreement. Not only is the price the best price for that term we also think it will buy us more time for next year. This year, we had a very cold winter and prices were high. So, next year we can strike when prices (inaudible) we can certainly benefit from that. Those two reasons are why we came up with a 13-month term. The agreement, the 13-month term is 9.98 cents per kWh. That's the best on the market right now. We do recommend that. That does come with \$7,500 dollars in energy efficiency grants as well. The city could use that for any efficiency projects.

MR. SCHIALDONE: What was that price again?

MR. BELLISH: The price was 0.0998 cents.

MR. DRAGISH: What were we at last year?

CLERK: .866

MR. BELLISH: .866.

MRS. OLIVER: I noticed that my electric bill is really high lately. It will be higher now.

MR. BELLISH: Yes. I have an explanation for that. In 2024, just 2 years ago, transmission capacity was only about 8% of the bill. We just called it generation. Generation and transmission together are the two costs that come up to the total price. So, 2025, the capacity is 30% of the bill. In 2026, it's 39% of the bill. So, it's all about bringing access to transmission system, it's way more, it's 10X more than it was just 2 years ago.

MR. GRAHAM: That's regardless of the electric costs?

MR. BELLISH: Yes, it's regardless of the supplier. Everybody pays the same transmission and capacity to get their power from the generator plant to Ohio Edison.

MR. DRAGISH: Why is that higher this year than last year?

MR. BELLISH: It's set by auctions. During COVID the numbers were really, really low. It's very difficult to be that low. Now I think it's on the other side. It's really high. Higher than it needs to be. It's set by auction. So, last year, they set a cap and a floor. When you announce a cap and a floor before an auction, everybody is just going to bid the cap. That's exactly what happened. Before an auction prices should not be discussed.

MR. GRAHAM: The consumer has no option on that?

MR. BELLISH: No. There is no option.

MR. DRAGISH: They lost the money, now they're going to increase it, so they make the money back.

MR. BELLISH: Yes, it's really bad. It's really high. It really adds to the price of the bill. The generating plants aren't really making much more. That part didn't go up much. It's all about capacity and the way they do auctions. There will be another one in June, there will be another one for next year. I'm afraid we're kind of stuck with high electric prices for, I was hoping it would be just another year or two but I think it will be 3 or 4 more years.

MRS. OLIVER: It's extremely high. I thought I was looking at our business electric bill the last few months.

MR. BELLISH: Isn't it crazy. It all goes to the transmission.

MRS. OLIVER: There are no other options?

MR. BELLISH: In the past, Ohio Edison owned the distribution system, the transmission system and the generating plants. That's the way they did it. But now, it's a separate operated system. It's operated by PJM, which is Pennsylvania. They operate for about 7 or 8 states. It's a big area. I think we're getting sandwiched in between expensive places. Ohio typically had some of the lowest electric rates and we're getting sandwiched between Illinois and Pennsylvania and New Jersey, these more expensive places. The auctions are for the whole area all at once. In the past, Ohio Edison would just look at their costs and pass those on.

MR. DRAGISH: So, in your opinion, it's trending up. It's going to be even more expensive next year.

MR. BELLISH: I just heard today, I read an article that the cap is going to go up for 2 more years at \$325 a megawatt. That's what the cap was for the upcoming year. So, that translates to about 10 cents. Again, not only next year but 2 more years. So, 3 total. There is no way around it. Suppliers need to (inaudible) their price through the transmission system to get to Ohio Edison.

MRS. OLIVER: Our residents can opt-out and they can shop this.

MR. BELLISH: Yes. Any other offer will include the transmission cost.

MR. SCHIALDONE: That price you gave, it's a fixed rate?

MR. BELLISH: Fixed rate.

MR. D'APOLITO: Is there a fee for our residents to opt-out?

MR. BELLISH: No fee.

MR. D'APOLITO: Some programs have them and some don't.

MR. BELLISH: No fee to opt-out.

MRS. OLIVER: Mr. D'Apolito, I opted out of our gas a couple of years ago and saved a lot of money. Mr. D'Apolito are you the one that negotiates this for the city. Because it says, for the City of Canfield. Is there any other negotiating?

MR. D'APOLITO: Mr. Bellish is hired by the city to do that on our behalf.

MRS. OLIVER: So, you looked at all of the other options?

MR. BELLISH: Right. Other suppliers are higher or they just don't bid.

MRS. OLIVER: Are there any suppliers that are lower?

MR. BELLISH: No.

MR. D'APOLITO: Mr. Bellish is our agent.

MRS. OLIVER: Right. I understand that. I just didn't know if you talked to him previously about that.

MR. D'APOLITO: We've had contact. Especially right now with our gas because our gas is on a variable. Mr. Bellish has been very good about staying in contact with us and we ask questions about when is a good time to lock in?

MRS. OLIVER: That's exactly what I was asking. You're actually negotiating.

MR. D'APOLITO: So, we may be able to do something with gas soon. But this will be a 13-month fixed rate.

MR. BELLISH: I do have an update on that.

MRS. OLIVER: Any other questions?

MR. D'APOLITO: I think Mr. Bellish wanted to give an update on gas.

MR. BELLISH: Last year, it's been a fixed price but last year we had a unique opportunity to get a variable price. From October to March the average price was about .60 cents and for Columbia Gas the average price was about .78 cents. That means the residents saved about \$180.00 from Columbia Gas. We were able to maximize the savings by doing this. Fixed prices were about .70 cents or so, last summer. You would have saved with that but by doing it this way, you maximized the savings, about .60 cents average price to residents. This plan was a short-term plan. Our strategy long-term is to have a fixed rate. Having a fixed rate between April 2026 and October 2027, it would be about .646. We'll be looking to working with administration to lock something in before next winter. I think it's a good time to do it something between the spring and summer. Gas prices are high, you can see that Columbia Gas prices in February were over \$1.00 because of the cold weather. Now that it's going to be warming up, the market has dropped.

MR. GRAHAM: With the gas, it's roughly the same, a 1/3 of your bill is the transmission cost to get here.

MR. BELLISH: Yes, residents pay the Columbia Gas portion of the bill.

MR. GRAHAM: Do you anticipate that going up again?

MR. BELLISH: I don't know of any rate cases being filed. Those take up to a year, once they file them. They have to have the necessary public hearings. I think we would know in plenty of time.

MR. GRAHAM: That's good.

MRS. OLIVER: Thank you.

MR. BELLISH: I appreciate your time.

MR. D'APOLITO: Thank you for coming, Mr. Bellish.

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

CLERK: We need a second.

MR. GRAHAM: Second.

ROLL CALL ON ORDINANCE:

5 Votes-Yes
0 Votes-No
Ordinance passes.
Ordinance 2026-07.

ITEM C: An Ordinance Approving the Replat for Lot 2955 and O.L. 77A at 143 Lake Wobegon Drive by Carl and Deborah Alexander.

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 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. NACARATO: Madam President, I have an Ordinance Approving the Replat for Lot 2955 and O.L. 77A at 143 Lake Wobegon Drive by Carl and Deborah Alexander. I move for passage.

MR. GRAHAM: Second.

MRS. OLIVER: Mr. Fortunato do you want to expand on this?

ATTY. FORTUNATO: Do you want to talk about this?

ZONING INSPECTOR: Sure. Mr. Alexander owns a very large lot that goes all the way back to the highway. He wants to take a sliver off of the big lot and add it to his smaller lot. The issue that he was running into is that he wanted to put a shed on that back property but under our ordinance you're not allowed to have a shed standing alone on a property. You have to have a home on that property. He is just adding a little bit to it, so that way he can put a shed back there where he wanted it. He'll be able to put his mower back there.

MR. DRAGISH: Smart.

MRS. OLIVER: It makes sense.

ZONING INSPECTOR: He's going to have 2 sheds on his property, so we're going to have a public hearing on that next month. They'll vote on whether he's allowed to have a second accessory structure. That's the plan right now, he has a little shed but he can't fit his mower in it, so he wants a bigger shed to put the mower in it.

ATTY. FORTUNATO: Mr. Schialdone for your benefit when replats come to council, MS Consultants our city engineers have already looked at the replat and make sure the plat complies with our code. It requires council to administratively to approve it.

MR. SCHALDONE: Okay. Thank you.

MRS. OLIVER: Any other questions? Hearing none.

ROLL CALL ON ORDINANCE:

5 Votes-Yes
0 Votes-No
Ordinance passes.
Ordinance 2026-08.

Under **COUNCIL COMMENTS:**

MRS. OLIVER: I hope everybody has a great evening. Do I have a motion to adjourn?

MR. NACARATO: I'll make that motion.

MR. SCHIALDONE: Second.

MRS. OLIVER: Meeting is adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL