

RECORD OF PROCEEDINGS

Minutes of

COUNCIL OF THE CITY OF NORTH CANTON

REGULAR

Meeting

DAYTON LEGAL BLANK, INC., FORM NO. 10148

Held Monday, July 10, 7:00 p.m. 20 06

CALL TO ORDER:

1. The meeting was called to order at 7:00 p.m. by President of Council Doug Foltz.
2. The opening prayer was delivered by Rev. Michele Schafer, Walsh University,
President of the North Canton Ministerial Association
3. All present recited the Pledge of Allegiance.

ROLL CALL:

Mr. Foltz: Gail, please call the roll.

4. The following members of Council responded to roll call: DeOrio, Foltz, Hines, Lane, Magel, Repace, and Snyder. Also present were: Mayor Held, Director of Administration Wise, Director of Finance Herr, Director of Law McFarren, City Engineer Benekos, Director of Economic Development Bowles and Clerk of Council Kalpac.

5. Consideration:

Mayor's Court Receipts – May, 2006

Mr. Foltz: Consideration of Mayor's Court Receipts for May, 2006.

Mr. Lane moved and Mr. DeOrio seconded to approve the mayor's court receipts as presented.

All members present voting:

Yes: Foltz, Hines, Lane, Magel, Repace, Snyder, DeOrio.

No: 0

6. Voice Vote – Appointment of Assistant Clerk of Council

Mr. Foltz: Item 6, appointment of Elaine Vanderground to the position of Assistant Clerk of Council. Chairperson Hines, do you have any comments?

Mrs. Hines: I'd just like to say that we have come – Gail, the Clerk of Council; Randy McFarren, the Law Director; and myself, Chair of Community Project or – wrong, wrong committee...

Mr. DeOrio: Personnel.

Mrs. Hines: Personnel & Safety, that we have concurred and Elaine Vanderground we would like to submit to fill the position of Assistant Clerk of Council. She has a varied business background. She has a Bachelor of Science in Industrial Management from University of Akron. She also has had clerical transcription, of which is very important in this job. She has – she was here at 6:00 tonight so that everyone on Council could meet her. And we hope that everyone agrees and we have her – because we have a lot of work to do and hope that she will – think that she will be an asset to Council.

Mr. Foltz: Chairperson Hines, appreciate your hard work on this, as well as Gail and our Law Director, Randy. So appreciate everybody here supporting this. And with that do I have a motion and/or a second to appoint Elaine Vanderground to the position of Assistant Clerk of Council?

Mr. DeOrio moved and Mr. Repace seconded to appoint Elaine Vanderground to the position of Assistant Clerk of Council. All members present voting:

Yes: Hines, Lane, Magel, Repace, Snyder, DeOrio, Foltz.

No: 0

Mr. Foltz: So welcome aboard Elaine.

7. Voice Vote – Appointment to the 9-1-1 Planning Commission

Mr. Foltz: Next, Item 7, appointment of Mayor Toni Middleton to the 9-1-1 Planning Commission. Chairperson Hines, do you have any comments here?

Mrs. Hines: My understanding is that there are five individuals and there is a certain – it's all planned out as to who and the appointment is for an Alliance – for the Alliance Mayor, Toni Middleton to fill the At Large Mayor's position. It has to do with upgrading the Stark County's 9-1-1 System to provide wireless enhanced 9-1-1 service for the cell phone calls. And this is part of the process and they wish that the various areas accept him in that – in this position.

Mr. Foltz: Thank you for your comments. Do I have a motion and a second to appoint Mayor Toni Middleton as the mayoral representative to the 9-1-1 Planning Commission?

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Mr. Lane moved and Mr. DeOrio seconded to appoint Mayor Toni Middleton as the mayoral representative to the 9-1-1 Planning Commission. All members present voting:

Yes: Lane, Magel, Repace, Snyder, DeOrio, Foltz, Hines.

No: 0

8. Committee Reports:

Mr. Foltz: Committee minutes, next I request approval as presented for the following committee report minutes for Community & Economic Development of July 3, 2006; Finance & Property, July 3, 2006; Ordinance, Rules & Claims, July 3, 2006; Personnel & Safety, July 3, 2006; Street & Alley, July 3, 2006; and Water, Sewer & Rubbish, July 3, 2006?

Community & Economic Development Committee: Refer to the minutes on file in the Council Office of the Community & Economic Development Committee meeting held July 3, 2006.

Finance & Property Committee: Refer to the minutes on file in the Council Office of the Finance & Property Committee meeting held July 3, 2006.

Ordinance, Rules & Claims Committee: Refer to the minutes on file in the Council Office of the Ordinance, Rules & Claims Committee meeting held July 3, 2006.

Personnel & Safety Committee: Refer to the minutes on file in the Council Office of the Personnel & Safety Committee meeting held July 3, 2006.

Street & Alley Committee: Refer to the minutes on file in the Council Office of the Street & Alley Committee meeting held July 3, 2006.

Water, Sewer & Rubbish Committee: Refer to the minutes on file in the Council Office of the Water, Sewer & Rubbish Committee meeting held July 3, 2006.

Mr. Snyder moved and Mr. DeOrio seconded to approve the committee report minutes as presented. All members present voting:

Yes: Magel, Repace, Snyder, DeOrio, Foltz, Lane.

No: 0

Abstain: Hines

9. Recognition of Visitors:

Mr. Foltz: Recognition of visitors. Before we have that tonight I'd like to make a few comments. As you know, we're here to serve the public and we expect professionalism on our end when we deal with public matters. We hope that that holds true here during the public speaks portion of our meeting. As I run the meeting I want it to be cordial, professional, not libel or slanderous to any individual or elected or ...inaudible... not in the audience. So hopefully we can obtain those goals here and have a nice council meeting tonight. With that I believe Mr. Osborne wants to put on a little Power Point. Is that correct? And...

Mr. Osborne: I was unable to get the equipment and...

Mr. Foltz: Okay.

Mr. Osborne: the City has no policy on whether to use their equipment. So I do not have the Power Point display.

Mr. Foltz: So you're just going to have...

Mr. Osborne: But I do have some...

Mr. Foltz: the general public speaks with something on the board there?

Mr. Osborne: I do have some charts...

Mr. Foltz: Okay, thank you. You may proceed.

Mr. Osborne: My name is Chuck Osborne. 307 Fairview Street SE – North Canton, Ohio. A few weeks ago I spoke to this body about how difficult it is to sit in the audience and observe city leaders conduct the public's business with little or no regard for the taxpayers of this community or for the future welfare of North Canton. On June 12, 2006, I spoke of the CEDA that this council passed in 2003, without my vote, which provided something for Plain Township and something for the developer of the Sanctuary but nothing for North Canton. And that agreement put North Canton on the path it is on today regarding the loss of the water distribution rights for the Sanctuary, which is now part of North Canton. On February 28, 2005 City Council rushed through

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on an emergency, an agreement with a water competitor, one that is extremely burdensome and unfair to this city. The agreement allows profits to be generated by that company squarely on the backs of the taxpayers of North Canton. This agreement places the City of North Canton on a path that jeopardizes North Canton's future. That water agreement was made with Aqua Ohio, Inc., and received unanimous approval by Council as Ordinance No. 49-05. Several current members of this council were on council then and voted their approval. They include Council Members Snyder, Foltz and Lane. Did anyone bother to read this agreement? I am told by the Administration that Michael Miller, the former City Administrator, who negotiated this unfair agreement, did not consult the City's Water Superintendent for his input. The Finance Director has also told me that she was not asked for her thoughts on the agreement. North Canton now has a water agreement that lacked needed input from key city officials in North Canton City government. This is an agreement that was rushed through City Council with unanimous affirmation that desperately needs to be voided. And I strongly believe that if a judge saw the terms of this agreement that he or she would void this agreement in a New York minute. Before I get into the shortcomings of the agreement, I want to tell you a little about Aqua Ohio, Inc. Aqua Ohio, Inc. is Ohio's largest investor owned water utility. It provides drinking water and wastewater services to nearly 84,000 customers, nearly 250,000 people, in five counties from surface and groundwater supplies. Aqua Ohio was most recently known as Consumers Ohio Water Company until it merged with Philadelphia Suburban Corporation in 1999. Philadelphia Suburban Corporation was renamed Alpha - or Aqua America, Inc., in 2004, and Consumers Ohio Water Company became Aqua Ohio. Aqua America is the nation's largest U.S. based publicly-traded water company. Aqua America is a holding company for regulated utilities providing water or wastewater services in thirteen states. Do you think Aqua America would like to acquire the North Canton Water Treatment Plant? Consider the following statements gleaned from the latest annual report of Aqua America, Inc., and I quote, "part of our strategy to meet the industry challenges is to actively explore opportunities to expand our utility operations through acquisitions of water and wastewater utilities either in areas adjacent to our existing service areas or in new service areas." It continues, and I quote, "because of the fragmented nature of the water and wastewater utility industries, we believe that there are many potential water and wastewater system acquisition candidates throughout the United States." I continue, I quote. "We are actively exploring other opportunities to expand our water and wastewater utility operations through acquisitions or otherwise. We intend to continue to pursue acquisitions of municipally-owned and investor-owned ... water and wastewater systems of all sizes that provide services in areas adjacent to our existing service territories or in new service areas." Aqua America believes that one of the reasons driving the consolidation of these systems is the need for capital investment and that is where I believe this entanglement with Aqua Ohio is taking the City of North Canton. The rush to sell increased water processing capacity of the North Canton Water Treatment Plant is going to require further expansion of the Water Treatment Plant long before North Canton has paid down the 12 million owed for the recent expansion. The water agreement with Aqua Ohio requires that North Canton make available 2 million of the total 3 million gallon increased water processing capacity that has just been completed. And very soon, North Canton will find itself exhausting it's newly acquired water processing capacity and will not have sufficient borrowing capacity to expand its facilities for a second time. The Aqua Ohio Water Agreement, to put it mildly, is grossly unfair to the City of North Canton and I cite the following. The agreement states water prices to Aqua Ohio, and I quote, "may be adjusted by the City by a percentage equal to the percentage by which rates for residential customers within the City are adjusted, not to exceed 5 percent annual increase for the first twenty-four months of this Agreement." Does anybody realize that planned water rate increases passed in Ordinance 156-04 setting water rates for the City of North Canton mandate water rate increases for residential customers as high as 7.1 percent? Looks like you have a conflict there. Do you think you can increase residential customer rates at a higher annual percentage than what you can increase Aqua Ohio's water rates? Is this fair? Is this legal? Conversely the City of North Canton is required to approve water rates set by Aqua Ohio without question. In regards to billing and payment the Agreement states, and I quote, "Aqua agrees to pay monthly within 30 days after receipt of the bill. All bills not paid by the 30th day after receipt will be subject to a late penalty of one percent per month." Again we have a conflict here. The City of North Canton's policy regarding payment of water of bills is that payment is due by the 15th of the month after receipt of the water bill which arrives on the 1st of the month. Furthermore, North Canton changes interest of 5 percent for late payments. The agreement states that if during, and I quote, "if during the Agreement, additional facilities are necessary for sale of water hereunder, such facilities will be constructed by the City." What does this entail for North Canton? I would say that this is quite open-ended but obviously it will require additional expenditures by North Canton. The agreement states that Aqua Ohio will make available to North Canton an emergency supply of water subject to Aqua's availability of supply and availability of engineering and equipment with prior notice and the availability shall be subject to Aqua's prior consent." Under the section titled *Continuity of Service*, the Agreement reads that, and I quote, "in the event of disruptions or interruptions of service, the City shall not give preference or priority to customers other than Aqua." It sounds to me that North Canton water customers, other than Aqua, must go to the back of the line if there are water shortages or

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interruptions of service. The Aqua Ohio Water Agreement, severely compromises any chances of North Canton expanding water service to areas not presently served by the City of North Canton. The Agreement also requires the City to purchase the water distribution rights to the Sanctuary if the City wants to service that development. The agreement sets the term of the agreement for 20 years with automatic renewal for up to four, 5-year terms and requires a 12-month notice to terminate the agreement. Trumbull County is presently in litigation with Aqua Ohio in an attempt to force automatic renewal of its water contract with Trumbull County. It appears to me that once ... Aqua Ohio gets a foothold anywhere, it does not want to let go. In fact, this appears to be the case upon any termination of the agreement. The agreement states that, and I quote, "upon any termination, Aqua shall retain the right to purchase water from the City's water system for ten years." The Aqua Ohio Water Agreement is so patently unfair as to be nearly criminal. The agreement states that, and I quote, "Aqua is hereby permitted to extend Aqua constructed and owned water distribution facilities from points of connection with the City's distribution system designated by Aqua in order for Aqua to serve customers outside of the City's service." You have given them carte blanc to just tap on where they want, run lines through the City to ... areas adjacent to the City. What do you think that's going to do to the City's possibilities for expansion of their water system? There are other shortcomings to water agreement with Aqua Ohio, but I will not belabor them at this time. But I would like to add that I believe that the agreement is not valid for the following reasons: First, the agreement states, and I quote, "this agreement is attached to and incorporated with the City's Ordinance No 49-05." That was the ordinance approving the agreement. And the City represents that all actions of the City, including the actions of City Council and administrative officers concerning and relating to the passage of said ordinance were adopted in open meetings of Council in compliance with Ohio Revised Code Section 121.22, and that such legislation was not passed as an emergency measure, but was subject to thirty days period before taking effect. This legislation was passed on an emergency and it will have serious consequences for the City of North Canton. Clearly, it appears that no council members ever seriously read this agreement. If they had, first of all, it would not have been passed on an emergency. Secondly, hopefully some city leaders who care about this City and its future would have stood up and said no to this agreement. Second, this legislation is in conflict with legislation passed in 2004, Ordinance No. 156-04, which set water rates for the City of North Canton. This is in addition to the reference made earlier regarding the agreement's limitations on annual rate increases for Aqua, which is in conflict with the approved rate increases set to take effect annually until 2009. Third, this legislation violates fairness in the setting of water rates. How can you set one water rate structures for one ... water customer and then set a different water rate structure for other water customers? I have shown this disparity in water rates in several line charts marked "Chart One". The Ohio - the Aqua Ohio Water Agreement has opened a can of worms for anyone wanting to challenge the disparity in water rates for water customers. Fourth, the Aqua Ohio Water Agreement appears to totally ignore the City's - of North Canton's production costs and how they are allocated. The water production costs data for the City of North Canton were created for a reason and they continue to be utilized to structure the City's water rates. This can be seen in "Chart Three" up here. In each of the price points for water consumption for water customers billed under the City's water rates, charges for water more than cover North Canton's water production costs. But they do not under the water structure for Aqua Ohio. The purchase of 60 million gallons of water a month by Aqua Ohio from the City of North Canton results in an average cost of \$1.28 per 1,000 gallons for Aqua. This is 35% below the City's water treatment costs which are the City's barebones cost of water production. The same quantity of water, 60 million gallons, purchased by outside business water customers results in an average cost of \$5.25 per 1,000 gallons under North Canton's present water rate structure. This is more than 400 percent higher than the rate being charged to Aqua Ohio. This is shown on "Chart Two". In the combination line and column chart, marked "Chart Four", one can see that the shortfall in revenue from water sold to Aqua Ohio and North Canton's water production costs. The purchase of 2 million gallons in one day, which is what North Canton is required to provide to Aqua, per the agreement, the revenue shortfall of \$7,254.57. This shortfall would be slightly higher considering that Aqua Ohio's effective average cost per 1,000 gallons drops to - from \$1.39 per 1,000 gallons for the purchase of 2 million gallons to \$1.28 per 1,000 gallons with the purchase of 60 million gallons over the course of 30 days. Why would city leaders vote to approve such an agreement that is unfair to the City and taxpayers? Why would city leaders vote to approve such an agreement without expert advice and study? Why do city leaders not provide a system of checks & balances amongst themselves that is built into our form of government? There are seven council members on Council for a reason. Are City Council members working for the ... the electorate, feathering their own futures or are they just grossly inept? I have seen many unanimous votes on this council which are clearly votes of lemmings. This City Council, Mayor David Held, City Administrator Earl Wise, and Finance Director Julie Herr must work aggressively and vigorously with Law Director Randy McFarren to void this agreement. If you do not, North Canton residents will be consuming water purchased from Aqua Ohio at water rates far above the water rates you are charging Aqua Ohio and far above the water rates everyone in this room is paying today. And North Canton will have more to lament than just the loss of the Hoover Company. I have copies of this presentation plus my charts. Thank you.

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Mr. Foltz: Anyone else like to address Council tonight? Please step ... Eric.

Mr. Bowles: Good evening, Eric Bowles, Economic Development Director, City of North Canton. As you're probably aware, the former restaurant Smokin' Joes closed on the 31st of December of 05. Since that time it has been vacant for awhile and reopened. It was good news it reopened in mid-April. This evening I would like to introduce Mr. Larry Owens. He is the new owner of the Main Street Grill, formerly Smokin' Joes. He'd like to introduce an idea that he has tonight to City Council. An idea that he's already vetted out to the neighborhood. I see he's passed some information out that's making its way around Council and the Administration. So with that, I'd like to introduce ... Larry Jones or Larry Owens to enter - to talk with you tonight.

Mr. Foltz: Okay. Thank you, Eric.

Mr. Owens: Thank you. I've owned the building at 123 South Main for the past 15 years. And there's always been a restaurant in that building. And the one thing that I have noticed is there's - there's been turnover in the restaurant. I've never have seen their books so I don't know if it's been very profitable. But I assume if it was there wouldn't of been that much turnover. So the restaurant, I think, has been a marginal business there in the building. Well I inherited the restaurant in - in the beginning of this year. And when I say inherited it was basically the gentleman that owned it walked away. So by default I became the owner of the restaurant. And of course I've never owned a restaurant before and I've never ran a restaurant. And so the first thing I did is I sat down with Tony and Ile Hicks, they're employees there. And they were interested in running the restaurant, but they didn't have the resources to do it. So I sat down with them and I said to them let's do it jointly. So that's - that's where we're at today. We opened in mid-April and we have been pretty successful. I mean we started out slow and now it's - it's starting to pick up and now we're in a mid-summer slump. But what - one thing I did do with them, I sat down and said well, you know, what, you know, I don't know anything about the restaurant business, but what can we do in order to provide a viable business here? So the first thing we did, we looked at the menu. And it was called Smokin' Joes, it was primarily ribs and - and barbecue. And we decided to make it more general. So we bought a pasta maker and we added pasta to the menu and steak and fish and chicken and salads and that type of thing. So we made it a more of a general menu. Then we thought well if we continue with the name Smokin' Joes it's not going to really reflect the - what the restaurant's all about. So we changed the name to Main Street Grill. So we still have all the barbecue items because that's basically what the core business was and it's still viable. And then we started to talk to customers to try to find out, you know, what is it that they want. In other words, apparently it's been marginal business. So what can we do to make it a thriving business? And one of the things that I hear over and over again is we come in there you have all these great items on your menu, but we can't get a drink. So I - I've thought well maybe the solution to that is a liquor permit. So I looked into that and I found out that you have to - obviously North Canton is dry, as you know, and you have to go to the precinct in order to vote on it. And the voting comes up in November. And then the other issue that I had, is we're right next door to a church and a school. So I thought well, I, you know, to be a good neighbor, I really don't want any conflict with the church. So I talked to Bob (Ron) Reolfi, which is the business manager there, and I talked to Father Jay. And I told them what our plans were and they were very supportive of it. And in fact, they thought it was a very good idea. So we do have them on our side. And hopefully, you know, we can get the precinct and the Council on our side to - to - to obtain our liquor permit. So that's - that's our first goal. And then I did go to Planning Commission the other night and we're going to put on the - they are going to put on the agenda for next month, the idea of us possibly have ... outdoor dining. So that was the other thing too, people like to come and it's a nice quaint place and they have an opportunity to sit outside during the warmer months. Then we thought that would be a positive. So that's pretty much where we're at right now. So I just want to inform you and hopefully get your support. Thank you.

Mr. Foltz: Thank you for your comments, sir. Anyone else like to address Council this evening? Please come up and state your name and address.

Mrs. Burnett: I'm Suzanne Burnett. And I live on Pierce Avenue NW. Our family had the opportunity to have a family reunion at Dogwood Park the 4th of July. I want to commend the City of North Canton for your beautiful parks and for the wonderful work that Kim Cooksey does in keeping those parks up. I think sometimes cities and governments get lots of criticism and only hear the bad stuff. And I want you to know that we really, really appreciate it. And I will come back when I can say good things about all the progress on the streets too. I keep hoping. It's not easy to get here from anywhere. And it's not easy to get in and out of Canton and I go to Canton a good bit. And - but it's not easy to get around in North Canton. But I know that will get better, because winter will come and all that work will be done. So thank you for your good work and for your patience in spite of all our complaining.

Mr. Foltz: Alright. Thank you, Mrs. Burnett.

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Mrs. Garcia: Yea, it's me again. Kathy Garcia - 1036 Park. And I came to apologize for my bad manners for leaving last week. But when I – I took my blood pressure pills tonight before I came in. And I want to talk to you one more time about open space. The 100 year floods we all witnessed should of convinced everybody, everybody, even the developers that open space is a vital component of flood control. The Plain Township Trustees addressed this matter long, long time ago. And here we sit in North Canton still trying to shut the barn door after the horse is out. In my opinion, and maybe I'm not the only one, the way our definition of open space has been jerked around by our lawyers and by our Planning Commission and aided by various and sundry council members, it's nothing less than criminal. Now I'm not a lawyer, but that's the way I feel about it. The history of this matter really makes me wonder if the people responsible were working for the City or the profit seeking developers. I spent some time this week reading our Charter. And in Section 3.07 I see that members of the Planning Commission are appointed by the Mayor. But they're not elected by the people. But the powers that the commission has are conferred on it by ordinance of Council. In Section 2.06 says that Council may not discipline subordinates and employees in the administrative service. So I'm kind a confused. I'm not sure who these Planning Commission people work for or who has any kind of power over them. So I'd like to know what that means. And who can insist that the Planning Commission follow what – what the – the Council wants. Nothing I could find prohibits those members from being employed by the very people that they're – they're regulating. Or outlines any method to reprimand or fire any of them. No, nor did I see any place that says Council must get their approval of a new ordinance or a new requirement to be enforced. So one thing I did find, this Charter is due for a review in January of 2007, and so for what it's worth, I'd like to suggest that each of you reread it, consider what changes would improve it, and carefully, carefully, carefully, choose the members of the Review Commission who have a strong belief in representative government. So have a nice vacation guys.

Mr. Foltz: Thank you for your comments.

Mrs. Magel: Thank you.

Mr. McAdams: Hi, my name Ken McAdams. My wife and I, Jennifer, have just moved into 1101 Woodrow Street NW. We have inherited that from her mother who passed away in 2004. We are the third generation to own this house. It was built by her grandfather. My neighbors and I have an issue, and I brought them with me tonight, of all the water runoff that comes from the back of the City park where the condos were built on Lois Avenue. We believe it is excessive. My basement has flooded three times and I have a finished basement. I have called Doug. He's come out. He's got a set of pictures that we took on June 2 – the 22nd of 2006, where the water has just come down so fast that it's washed through my whole backyard, around my island in the middle of the backyard. It's flooded an eight inch storm drain that I was told that my – by my father-in-law, that was put in to help alleviate it. Well, I talked to my neighbors and we've talked to Mrs. Welsh that lives up at the top where we thought where the problem was coming from. Her property stops. The water comes from the city property. The city park – the back of the city park is overflowing. Where they built the condos on Lois, it also contributes to it. Now I've talked to Mr. Benekos. I've talked to Mr. Wise. All I'm getting is natural runoff. What's in those pictures is not natural runoff. This is flood and this damaging my home. It's encroaching on my neighbor, George Pierpont's home. He's put money into landscaping to try and keep the water at bay, but eventually it's going to come up and it's going to go over top of it. I've got mine issues I've got to deal with. I've got a house to remodel – complete – do a complete remodel in it to deal with, I don't need my foundation washing out. Mr. Foltz said that he would help – try and help me and do the best he can. I really hope that this city will help me want to stay in this city. I want to turn this house over to my kids. I don't want to lose it. My neighbors – my other neighbors also have their witnesses to when the condos were put in. And some of the things that the city did – some of the things that my wife's deceased mom and her significant other did – what they did was it helped the problem. When the condos were put it in, there's more water now than there was. Now the problem is back. Frankly I'm not very happy. I hope we can work out a resolution. I've talked to George and about three or four years ago the City had approved the cleanout of the eight inch storm line that apparently was – from what I'm understanding was put in and was tapped into the sidewalk storm drain. That was done by the City. Now I'm told that I've got to pay for it. Him and I got to split the cost because it runs across both out property lines. I really don't have the money to clean it out. This thing isn't flowing. I don't know what I need to do. I'm just basically here to appeal to you guys to help me get this problem solved. But we got to slow the flow down somehow, because just this, this – just ... it's just not normal. These pictures will show you that it – this is just not normal. And I got another set if anybody wants to look at them. Anybody else wants to look at them. It's all the same thing.

Mr. Foltz: I wanted to add a few comments if I could. Thank you for yours. As he mentioned, I was out there probably 15 minutes after the tornado warnings ran through. So I'm very aware of what happened up there on that property. And there is a large runoff from that wooded area, which I believe is the Rotary Park...

Unidentified (speaking from audience): Rotary Park.

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Mr. Foltz: parcel that was donated to the City. So his property has natural grade problems as far as neighboring land or lots. That's understood. But I think the biggest part of the problem down there for the neighbors is the water runoff off the wooded area and does run out of there like a small river. So I can attest to that. Mem ... well Engineer Benekos, I know - I don't - I shouldn't say - I know when Rose Hill Condominiums were put in off Lois there was a problem with that detention area at one point when Phil Roush was here. I don't know if there's something we can check to see if they are working correctly. I don't know if that actually adds to the problem there. But I did drive by it this afternoon while it was raining pretty hard, around 4:00, and it was pretty filled up. And one thing the City should look at is a lot of catch basins were clogged up with debris. So water, even when it was channeled down to Woodrow, was not being able to get into the storm - the lower storm drain we have there and moved out of the area so that it, you know, it could drain properly for everybody in that immediate neighborhood. So that would be one question. Two, there might be mines up there at some point, they might be filling up. I think we have to get that addressed through the state agencies that are available to help us there. And third, I don't know when that was put in. Mayor Held, when you were administrator do you remember ever getting that cleaned out? That was probably about the timeframe ...

Mayor Held: Right.

Mr. Foltz: he's discussing as far as somebody went up there and cleaned that out at some point. So...

Mayor Held: Yea, I don't have any recollection right away. We can certainly check.

Mr. Foltz: Check that out. There's drainage everywhere in those backyards. I know we're doing Browning this year. But I don't think Browning is going to correct that problem at all. If there's a way to tie into Browning that might be a possibility from our property. But that's extensive area. That might be six hundred to eight hundred feet. So I don't know if that's a possibility. But I think we should pursue that. I think the main thing is to pursue the wooded area and see if there's some type of detention, retention area we can make out of that. If we slow down the water coming out of the woods, even though it's a natural grade, I think that's going to solve 90 percent of the problems there for the neighbors. We can live with the normal grade - rainfall that, that accumulates in your yards. I think that the wooded area is the main thing, as we discussed that night. So...

Mr. McAdams (speaking from the audience): I've talked to Mr. Foltz. I've also talked to Mr. Wise. I will be more than happy to grant an easement to the City to do anything they need to do on my property.

Mr. Foltz: I appreciate that. So those are my comments for the record. I don't know if any other members here have comments. But ...

Mrs. Magel: No, I'd just like to say for the record, that why the pictures were passed this way Mr. Foltz had shared - previously has shared those pictures with us...

Mr. McAdams: Thank you.

Mrs. Magel: and discussed this.

Mr. Foltz: Comments from administration or let stand on the record we'll still do some review work and see what the possibilities might be.

Mayor Held: Well first off I'd like to thank you for coming and bringing this to our attention. And the pictures are very - I mean they're very descriptive when you look at the problem. And it's clearly - like there's a stream that's running through there. And but what we will check on is what may have been done years earlier to - to cleanout, if we were able, to clean out the storm sewer. And but we certainly will check on that right away.

Mr. McAdams (speaking from the audience): George and I were talking and I think the storm sewer that was put in at the time was big enough to handle the runoff at the time. I don't know if it's a maintenance issue, him and I have agreed to split the cost if the City won't do it. We don't have the money but I guess we'll have to find it. Maybe put a bigger storm sewer in and connect it out at the street instead of the sidewalk. Like I said, I - I'm more than happy to work with anybody to get this problem taken care of. This - this, in my opinion, is not normal. I can live with normal. This is not normal. And these guys are saying the same thing because their whole backyard is flooded up. The one where their yard meets my yard it dams it so it slows down. If I take that out - I want to take that out and put a garden in, a flower garden and beds. I don't want to have to worry about this stuff washing over all the time. I'm not - I'm putting enough money into this house.

Mayor Held: Now the pictures that you have here; does this happen frequently?

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Unidentified Speaker (speaking from the audience): Yes, this - every time we get a hard rain.

Mr. McAdams: This has happened three times in the last three weeks. The last three rains. The last time it happened was last year in August whenever a hurricane came through. Normal, light rain, it used to be able to deal with it. DNR is telling me I've got a mine somewhere about 50 to 100 feet off the back of my house. Whether it's off the back of my property they weren't sure. They've got to check their GPS and they're going to come out and do some drilling. He said it might be a problem with that storm line. But I doubt it because there's other pictures in the flooding where you can see bubbles and the bubbles are leaching up through. The bubbles were leaching up through my cement pad away from any drains that I know of. I've got one drain connected from their backyard into mine. I've got one, two, three, four drains connected together that runs into about a six inch pipe into the catch basin that's if you look at those pictures it's the one - oh which one is it? Between these two trees here, underneath all that water is a storm drain. That's the storm drain that I was told that the City put in and ran the eight inch line down between the properties and connected it into a sidewalk storm drain.

Mr. Wise: Is that by the basketball court Mr. McAdams?

Mr. McAdams: Yea, it's just - just a little south of the basketball court. That thing, when it rains hard, it's flooded like that. It just - it does not flow anything. It flows next to nothing. Then all the rest of my drains fill up, which makes their drain fill up. And then I get it washing over my downstairs back patio and that's where it comes in the house and now I've got it leaching up in my inside fireplace. But I think that's more a mine issue. And I've got my waterproofing company coming out too. But there's - I mean there's just - there's just been so much water that it's over powered my waterproofing in my house.

Mr. Foltz: For the record too, maybe Engineer Benekos can look up. I believe Woodrow was done in the early 90's - 92, 93, 94, possibly. So you can look at the drawings to see how that - maybe at that time that was connected and tied into those other drains. Because I know it goes into a catch basin, across the sidewalk and onto the street. So that's where that - the one that drains those backyards that you're discussing.

Mr. McAdams: Yea, that's - I can't understand...

Mr. Foltz: That was - that was constructed that way with that contractor. So maybe the plans or specs will show that.

Mr. McAdams: I can't understand why there's a catch basin in the street and then a catch basin this far away on the sidewalk. I just - that I can't figure.

Mayor Held: What I'd like to do is have our street super - Street Superintendent, Joe Oleskey, and our Administrator and also Jim Benekos go out there and take a look at that.

Mr. McAdams: Dave, I know Joe's been out there. Director of Administration's been out there. Mr. Benekos hasn't been out there. They've seen the problem. Basically from Joe and the Director of Administration, I'm getting a normal runoff problem. This is - it's my problem. This - like I said...

Mayor Held: You had mentioned about the...

Mr. McAdams: this is not my problem.

Mayor Held: You had mentioned about the storm sewer that it may be clogged.

Mr. McAdams: Yea, if the storm sewer that's on that borders mine and Mr. Pierpont's property is clogged, if we have to clean that out, that's fine. We'll get Humbert out there to do. He told me that he was out there the last time Humbert did it, about three or four years ago, and that was covered under, the city covered that. Now ... politics changed, that's fine. If we gotta do it, we'll do it. But we - him and I both don't think it's big enough to handle this. Especially now that the condos were built, and the rest of the neighbors that live up behind us, the ones that are here now, have all agreed to support us in trying to get this runoff slowed down because it comes through probably five or six backyards before it hits mine.

Unidentified (speaking from audience): Right...

Mr. McAdams: So, that's why I'm saying this. I mean, I understand the lay of the land and stuff like that, but this... Jack and Sue have told me that it was better before the condos were built. Now that the condos are built, it's gotten back to the way it used to be. And, with this and the fact that it is coming out of the city park too, Mr. Foltz told me if it's the city property then we're gonna work on it. I talked to Mrs. Welsh, that she said that she believes that's the city property. It's not hers. So...

Mr. Foltz: Alright, well, appreciate your comments and we'll work with administration...

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Unidentified: Thank you.

Mayor Held: Thank you.

Mr. Foltz: Thank you.

Mr. Lane: Mr. President.

Mr. Foltz: Yes.

Mr. Lane: When, I thought this year, going back to your comment about the catch basins, weren't we buying vehicles that's gonna clean those out? On a reg - fairly - much more regular basis than they have been?

Mr. Wise: Yes, there is the...

Mr. Foltz: We have a jet...

Mr. Wise: the new street sweeper...

Mr. Lane: Yea

Mr. Wise: has vacuum on it. We don't have...

Mr. Foltz: Okay, just for the storm.

Mr. Lane: Yea, just for the catch basins.

Mr. Foltz: The curb storm sewers?

Mr. Lane: Yea, right.

Mr. Wise: Vac-jet, whatever you call those - those combination trucks, not one of those.

Mr. Foltz: Well, they should make the run down Woodrow on a regular basis with all the trees there. And not to exclude any other neighborhood street, but...

Mr. Lane: I just didn't know if we had that in the...

Mr. Foltz: but it doesn't take long for those to clog up and then they're

Mr. Lane: I didn't know if we had that into place ...inaudible...

Mr. Foltz: You're circumventing the actual intent of the storm sewer. So, okay...

Mrs. Magel: It was a good point, Doug.

Mr. Foltz: Okay. Thank you.

Mr. Schilstra: Ken Schilstra. 601 Linwood. Kind of a follow on to his problem. But what I am hearing are solutions that only accelerate and exacerbate the problems we have down stream. People want to build bigger pipes, to dump it down in the ditch. They want to get rid of it. And then all that does is put the water in our back yards and make us flood. Right now, alright, if we step back from my presentation two weeks ago, we go back to 2003. It took roughly; it was 3.96 inches of rain to bring that up to a flood stage where it filled our yards. It used to take a good three inches to get it to go over the bank. It went over bank today at an inch and a half. Okay. The water surface there is now at 1057 and a half feet, with an inch and a half of rain. So if we start building, and the, you know, the city hasn't been enhancing its sewer systems, the storm runoff, so including the one they did Linwood when they put that, what, was it a five footer in there? Sixty inch new line that came down. Certainly reduces the back pressure and accelerates the water runoff.

Mr. Foltz: Good point.

Mr. Schilstra: We're, we're going under water faster now than we ever did before. And I think, you're ...inaudible... One correction, Ms. Garcia, we haven't had a one hundred year storm event. That was a twenty-five year storm event that they discussed, that occurred in July of 2003. So at an inch and a half, we're over bank, used to be three. And that only goes back a few years. Now there's been a lot of development in terms of other things and those but, I mean, construction and improvement of storm water runoff and no detention. You put in a bigger pipe, where does it go? We need to look at the picture and we need to, as was mentioned earlier, we need to detent it. We have to slow it down. Because that's the only way we're gonna...

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Mr. Foltz: Right.

Mr. Schilstra: make this thing work, because there's no way to get rid of it.

Mr. Foltz: Thank you.
Mayor Held: Thank you.

Mr. Foltz: On that note, I was pleased Jim, to see that the detention basin on Seventh Street was filled up. That's the whole purpose of that.

Unidentified: Right...

Mr. Schilstra (from audience): Could I ask one more quick question?

Mr. Foltz: So I know that's working correctly.

Mr. Schilstra: I've just got prompted here. I was supposed to ask too, what our evacuation notification plan and policy since this thing is coming up so fast now? If it comes up in the middle of the night, how are we gonna be notified to get out of there? Is there one?

Mayor Held: Well, typically, when we have...

Mr. Schilstra: Is there a notification plan?

Mayor Held: I don't, to my knowledge...

Mr. Schilstra: Have no policy.

Mayor Held: I'm not sure what the. ..

Mr. Schilstra: Small towns, like the ones up north of us, they have those plans.

Mayor Held: Well, we did...

Mr. Schilstra: Why doesn't the City have them? Because now we're in flash flood ranges.

Mayor Held: Right. Well, I can't comment as far as what the exact policy is, or if there is one. I know that we have an emergency management plan, and I'm not sure if it addresses the notification for a flood or to what extent it covers that area. But I do know that usually the first responders in the city, whenever we have any sort of emergency, are typically the police officers, or residents that call. But they would be the first ones, and then it would go through our dispatch.

Mr. Schilstra: Is - you don't know that there is a policy.

Mayor Held: I'm not sure if they have a policy in there.

Mr. Schilstra: So there probably...

Mayor Held: We have an emergency management plan.

Mr. Schilstra: A comment. I had asked a police officer and he was unaware of any plan.

Mayor Held: Right.

Mr. Schilstra: So...

Mayor Held: We do have...

Mr. Schilstra: That's why I am seriously asking. We, you know, can we get a policy developed?

Mayor Held: Right.

Mr. Schilstra: So that we know what's going to happen?

Mayor Held: And what ... you're talking about is in the event that there is like a flash flood, that a...

Mr. Schilstra: Talk to the ...inaudible...

Mayor Held: policy so that we're able to go and evacuate the residents in the homes in that area.

Mr. Schilstra: Talk to the people in Norwalk. Ten inches in a...

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Mayor Held: Right.

Mr. Schilstra: a short amount of time.

Mayor Held: And I know that we've had flooding in the past, and we have had our fire department out there. Unfortunately, we were not able to go out ahead of the flood, and say okay, here we know a flood's coming, you know, get out of your house now. Typically, it's after the home has already incurred flood damage. But we have had our fire fighters out there with pumps and trying to help whatever residents we can. We were only limited to three pumps, but we were helping residents.

Mr. Schilstra: No, the, the question is you need to get people out before their electrical systems get flooded...

Mayor Held: Right.

Mr. Schilstra: and they are at the risk of electrocution.

Mayor Held: Right. And we have aided individuals in getting out of their homes before. But we...

Mr. Schilstra: Yea.

Mayor Held: have not been able to forecast it and have them, have them evacuate the homes before the flood actually...

Mr. Schilstra: They don't have to evacuate...

Mayor Held: occurs.

Mr. Schilstra: you have to notify them that there's the risk. You need a plan. Thank you.

Mr. Foltz: Well Mayor Held, if you need somebody on that committee, I'm sure this gentleman here is very...

Mayor Held: Right.

Mr. Foltz: thorough about making sure the "t's" are crossed and "l's" are dots. So I would recommend Ken, I recommend that you be part of the board, a committee there, anyway. Thank you for your comments. Anyone else like to address council this evening? Yes, sir. Please come up and state your name and address.

Mr. Olenski: Good evening. Mike Olenski. 1425 Wilbur Drive NE. I'm here also to address the flooding problem, or drainage problem. When they refinished Applegrove, or repaved Applegrove up towards St. Luke's, several years ago, every time it rains, and I, and the rain tonight, and it doesn't have to be like today's rain, just a moderate rain, water flows down Applegrove, turns the street, comes down Wilbur Drive. And man, it's like a river. It's about an inch deep. Just runs right down the street between my house, I live around the corner of McAlmont and Wilbur. If I get it from both ends, McAlmont is pitched down. It's washing out on McAlmont's side; water's washing out in my yard. I don't know how many times, loads of topsoil I've put in here. But the main thing is in the front of my house. Tonight, and the previous rains we had in the last couple weeks, it just can't take it. And what's happening is my storm, my gutters drain into that catch basin, and the water just overflows my gutters. And it looks like Niagara Falls when you come over the front of my house. And now I am starting to get some seepage through my basement walls. There's a catch basin right on the corner of Applegrove and Wilbur. I have shoveled the silt off of it, numerous times. The water does not hit that at all. It goes right by it. So I think somebody needs to come out and look at that. You know, see if we can improve this drainage problem, and you know, tonight I had ten feet of water up in my yard. My neighbor across the street, he had about twenty feet of water in his yard. And, one of the catch basins in front of the house there, they put an extra one in there about three or four years ago. It was only about a twenty foot line they ran in there. And I think that one's clogged, probably from the maple seeds. You know, 'cause that's not even draining. And the one catch basin in front of my house, the water runs by it, doesn't even – it doesn't even flow into it. So, it's a pavement problem there as well. So when it does go into the catch basin, it's going in my yard, not from the street. So, I'm getting concerned about, you know, getting some water, foundation problems here, 'cause my gutters. I mean tonight, I just stood out in front of the house and just watched it, just flow over. So, the previous administration we'd brought this up, my neighbor across the street, we have pictures. Unbelievable sometimes how much water really accumulates there. And if you'd like to see those, we can drop those off. But he couldn't make it tonight and he had the pictures, and I wasn't able to obtain them. So I'd appreciate anything you could look into that. Thank you.

Mayor Held: Yes, thank you.

Mrs. Magel: Sir, I'm your ward council member. Would you please put your name, address and telephone number down.

Mr. Olenski: Sure

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Mrs. Magel: This is the first I've heard of this. Thank you, I will be in touch.

Mr. Olenski: (from audience, inaudible)

Mr. Foltz: Anyone else like to address council this evening? Okay, seeing none, we'll move ahead to the old business.

OLD BUSINESS:

10. Mr. Foltz: Do I have a motion to read by title only, the third reading of Ordinance No. 85-06?

Mr. DeOrio moved and Mrs. Magel seconded to **read by title only, third reading** of Ordinance No. 85-06. All members present voting:
Yes: Repace, Snyder, DeOrio, Foltz, Hines, Lane, Magel.
No: 0

Ordinance No. 85-06 – 3rd Reading – Finance & Property

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into an Agreement by and between the City of North Canton ("North Canton"), the City of Canton ("Canton"), and a property owner ("Owner") regarding adjoining property located in North Canton and Canton.

Mr. Foltz: Chairman DeOrio.

Mr. DeOrio moved and Mrs. Magel seconded to **adopt the third reading** of Ordinance No. 85-06. All members present voting:
Yes: Snyder, DeOrio, Foltz, Hines, Lane, Magel, Repace.
No: 0

11. Mr. Foltz: Next may I have a motion to read by title only the second reading of Ordinance No. 88-06?

Mr. Lane moved and Mr. DeOrio seconded to **read by title only, second reading** of Ordinance No. 88-06. All members present voting:
Yes: DeOrio, Foltz, Hines, Lane, Magel, Repace, Snyder.
No: 0

Ordinance No. 88-06 – 2nd Reading – Street & Alley

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the office of the Director of Administration for the purchase of rock salt for use by the Street Department, and for the Mayor of the City of North Canton to be authorized, through the Board of control, to enter into a contract for the purchase of said rock salt.

Mr. Foltz: Chairman Lane.

Mr. Lane: Self explanatory. We're trying to get ahead of the curve on the rock salt prices. So I would move that we adopt second reading.

Mr. Lane moved and Mrs. Magel seconded to **adopt the second reading** of Ordinance No. 88-06. All members present voting:
Yes: Foltz, Hines, Lane, Magel, Repace, Snyder, DeOrio.
No: 0

12. Mr. Foltz: May I have a motion to read by title only, the second reading of Ordinance No. 90-06?

Mr. DeOrio moved and Mrs. Magel seconded to **read by title only, second reading** of Ordinance No. 90-06. All members present voting:
Yes: Hines, Lane, Magel, Repace, Snyder, DeOrio, Foltz.
No: 0

Ordinance No. 90-06 – 2nd Reading – Water, Sewer & Rubbish

An ordinance authorizing the Aultman Road Water Main Extension, located in the City of Green, Summit County, Ohio, in accordance with plans and specifications approved by the North Canton City Engineer, and accepting any necessary easement associated with said water main extension, and declaring the same to be an emergency.

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Mr. Foltz: Chairperson Magel.

Mrs. Magel: Yes, we discussed this. This is where Mr. Schilstra had come for his presentation. And this is one of the things that I had wanted to, to talk to the administration with. And as of yet, I, I guess because of scheduling problems I just haven't been able to get a meeting set here, so... Let's go forward with this with a second reading. And we'll put the, have a third reading with the emergency.

Mr. Foltz: Do I have a motion to adopt then the second reading of Ordinance No. 90-06?

Mr. DeOrio moved and Mr. Lane seconded to **adopt the second reading** of Ordinance No. 90-06. All members present voting:

Yes: Lane, Magel, Repace, Snyder, DeOrio, Foltz, Hines.

No: 0

13. Mr. Foltz: And next may I have a motion to read by title only, the second reading of Ordinance No. 91-06?

Mr. DeOrio moved and Mrs. Magel seconded to **read by title only the second reading** of Ordinance No. 91-06. All members present voting:

Yes: Magel, Repace, Snyder, DeOrio, Foltz, Hines, Lane.

No: 0

Ordinance No. 91-06 – 2nd Reading – Water, Sewer & Rubbish

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the office of the Director of Administration for the Well #9 project, and declaring the same to be an emergency.

Mr. Foltz: Chairperson Magel.

Mrs. Magel: Yes, this is the second reading and we had discussed this. This is to let the administration add - advertise and receive bills - bids for Well #9. And I would ask that we put the emergency clause on the second reading.

Mr. Foltz: Okay, may I have a motion to adopt the second reading of Ordinance No. 91-06?

Mr. DeOrio moved and Mrs. Magel seconded to **adopt the second reading** of Ordinance No. 91-06. All members present voting:

Yes: Repace, Snyder, DeOrio, Foltz, Hines, Lane, Magel.

No: 0

Mr. Foltz: May I have a motion to suspend the rules for Ordinance No. 91-06?

Mr. DeOrio moved and Mrs. Magel seconded to **suspend the rules** for Ordinance No. 91-06. All members present voting:

Yes: Snyder, DeOrio, Foltz, Hines, Lane, Magel, Repace.

No: 0

Mr. Foltz: May I have a motion to adopt, under the suspension of the rules for Ordinance No. 91-06?

Mr. DeOrio moved and Mr. Repace seconded to **adopt, under the suspension of the rules**, Ordinance No. 91-06. All members present voting:

Yes: DeOrio, Foltz, Hines, Lane, Magel, Repace, Snyder

No: 0

14. Mr. Foltz: Next, may I have a motion to read by title only the second reading of Ordinance No. 92-06?

Mr. DeOrio moved and Mrs. Hines seconded to **read by title only, the second reading** of Ordinance No. 92-06. All members present voting:

Yes: Foltz, Hines, Lane, Magel, Repace, Snyder, DeOrio.

No: 0

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An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the office of the Director of Administration for the purchase of Water Treatment Plant chemicals for use by the Water Treatment Plant, and for the Mayor of the City of North Canton to be authorized, through the Board of Control, to enter into a contract for the purchase of said Water Treatment Plant chemicals.

Mr. Foltz: Chairperson Magel.

Mrs. Magel: As discussed, two weeks ago, obviously the Water Treatment Plant needs chemicals and this is to allow to advertise to receive bids and for the purchase of the chemicals.

Mr. Foltz: Okay, do I have a motion to adopt the second reading of Ordinance No. 92-06?

Mr. DeOrio moved and Mrs. Hines seconded to **adopt the second reading** of Ordinance No. 92-06. All members present voting:

Yes: Hines, Lane, Magel, Repace, Snyder, DeOrio, Foltz.

No: 0

15. Mr. Foltz: Next, may I have a motion to read by title only, the second reading of Ordinance No. 93-06?

Mr. DeOrio moved and Mrs. Hines seconded to **read by title only, second reading** of Ordinance No. 93-06. All members present voting:

Yes: Lane, Magel, Repace, Snyder, DeOrio, Foltz, Hines.

No: 0

Ordinance No. 93-06 – 2nd Reading – Finance & Property

An ordinance authorizing the Director of Administration of the City of North Canton to seek quotes for administering a self-insured health insurance program for the employees of the City of North Canton, and for the Mayor of the City of North Canton to be authorized, upon concurrence by Council, through the Board of Control, to enter into a contract for said health insurance.

Mr. Foltz: Chairman DeOrio.

Mr. DeOrio: Yes, this is the health insurance for the city employees, and we have an individual by the name of Bob Fisher who is, works for us as a consultant on these matters and he will be working diligently to get us some quotes. He's probably already working on this in context with labor negotiations discussions. And I would recommend and so move for passage of Ordinance No. 93-06.

Mr. DeOrio moved and Mrs. Magel seconded to **adopt the second reading** of Ordinance No. 93-06. All members present voting:

Yes: Magel, Repace, Snyder, DeOrio, Foltz, Hines, Lane.

No: 0

NEW BUSINESS:

16. Mr. Foltz: That concludes the old business - new business. May I have a motion to read by title only, the first reading of Ordinance No. 95-06?

Mr. Lane moved and Mr. DeOrio seconded to **read by title only, first reading** of Ordinance No. 95-06. All members present voting:

Yes: Repace, Snyder, DeOrio, Foltz, Hines, Lane, Magel.

No: 0

Ordinance No. 95-06 – 1st Reading – Street & Alley

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a professional service contract for real estate acquisition services for the Applegate Road Widening project, at a cost not to exceed \$63,425.

Mr. Foltz: Chairman Lane.

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Mr. Lane: This is, you know, it's - I don't want to say a controversial project, but certainly one that aroused a great deal of passion on both sides. The commissioners have approved this. And with President Foltz and Member Hines gone last week, I thought we might open the floor just for a couple of moments to get your thoughts on this before we, we, we move on. So I didn't know if you wanted to say anything or not, didn't have an opportunity last week so...

Mr. Foltz: Well, I know some of the residents aren't happy there, but, I don't think this has anything to do with the Sanctuary development. I think it's just progress throughout the ... the county, excuse me. It's a county driven project and when you look at transportation study, you get 4,000 cars there in the early 70's, now we have 16,000 cars there. Something needs to be done to alleviate the traffic congestion. So ...inaudible... I, I agree with the county, I think it needs done. So I'm going to support this.

Mr. Lane: Mrs. Hines?

Mrs. Hines: Obviously that they've widened the west side of Applegrove, the natural progression for the traffic flow is to go straight to, to Market probably crossing Market. Unfortunately, it's something that needs to be done. In real estate, I understand the impact to the people there. There also is an impact on water when you widen the road. And that is something we've got to do something about, because it will increase the water coming through our whole area. But it's something that does need to be done and it's the price of progress.

Mr. Lane: And we won't be expending money on the construction part for quite some time. This, this is primarily just so we can buy some right-of-way to get it done, correct?

Mr. Benekos: That's correct.

Mr. Lane: And this isn't even the right-of-way costs, this is the cost to get the right-of-way purchased.

Mr. Benekos: Right, to hire professional services to negotiate with the property owners, do the paperwork, the title work, and so forth, to acquire the right-of-way.

Mr. Lane: And as Mr. Benekos said last week in your absences, this is basically us signing off on this project, and moving it forward, so I would move that we adopt the first reading of this.

Mr. Foltz: Is there a second?

Mr. DeOrio: Second.

Mr. Lane moved and Mr. DeOrio seconded to **adopt the first reading** of Ordinance No. 95-06. All members present voting:

Yes: Snyder, DeOrio, Foltz, Hines, Lane, Magel, Repace.

No: 0

17. Mr. Foltz: We have a motion to read by title only, the first reading of Ordinance No. 96-06.

Mr. DeOrio moved and Mrs. Magel seconded to **read by title only, the first reading** of Ordinance No. 96-06. All members present voting:

Yes: DeOrio, Foltz, Hines, Lane, Magel, Repace, Snyder.

No: 0

Ordinance No. 96-06 – 1st Reading – Water, Sewer & Rubbish

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the office of the Director of Administration; and for the Mayor of the City of North Canton to be authorized, through the Board of Control, to enter into a contract for the purpose of repainting clarifiers 1 and 2 at the Drinking Water Plant, at a cost not to exceed \$200,000, and declaring the same to be an emergency.

Mr. Foltz: Chairperson Magel.

Mrs. Magel: Yes, we just spent, discussed this in committee, after going through the Water Treatment Plant. The clarifiers are empty, they're dry, they're ready to be painted. You can tell they need painted. And being as it is - we're going on a summer break, I would like the support that this would be done on an emergency.

Mr. Foltz: Do I have a motion then, to adopt the first reading of Ordinance No. 96-06?

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Mrs. Hines moved and Mr. DeOrio seconded to **adopt the first reading** of Ordinance No. 96-06. All members present voting:
Yes: Foltz, Hines, Lane, Magel, Repace, Snyder, DeOrio.
No: 0

Mr. Foltz: May I have a motion to suspend the rules for Ordinance No. 96-06?

Mr. Lane moved and Mr. DeOrio seconded to **suspend the rules** for Ordinance No. 96-06. All members present voting:
Yes: Hines, Lane, Magel, Repace, Snyder, DeOrio, Foltz.
No: 0

Mr. Foltz: May I have a motion to adopt under the suspension of the rules for Ordinance No, 96-06?

Mrs. Magel moved and Mr. DeOrio seconded to **adopt under suspension of the rules**, Ordinance No. 96-06. All member present voting:
Yes: Lane, Magel, Repace, Snyder, DeOrio, Foltz, Hines.
No: 0

18. Mr. Foltz: Next we have a motion to read by title only, the first reading of Ordinance No. 97-06?

Mr. DeOrio moved and Mr. Repace seconded to **read by title only, the first reading** of Ordinance No.97-06. All members present voting:
Yes: Magel, Repace, Snyder, DeOrio, Foltz, Hines, Lane.
No: 0

Ordinance No. 97-06 – 1st Reading – Ordinance, Rules & Claims

Ordinance No. 97-06 authorizing the Mayor of the City of North Canton to enter into an Agreement with a selected supplier for a Governmental Natural Gas Aggregation Program with "opt-out" provisions pursuant to law, and declaring the same to be an emergency.

Mr. Foltz: Chairman Snyder.

Mr. Snyder: Thank you Mr. President. We want to authorize the Director of Administration to strike the price at the in the next period of time. To possibly do the best he can to get the price he feels most comfortable with. And I'm comfortable his ability to do same. And I would ask for the support of the council and just direct the Administrator to do the best he can. That's all we can ask for.

Mr. Lane: Can we put a five dollar cap on that?

Mr. Wise: I'm sorry, I missed that...

Mr. Lane: I said, can we put a five dollar cap on that? Is that...

Mr. Wise: Five dollar cap.

Mr. Snyder: Is that gasoline? Or natural gas ...audible...?

Mr. Foltz: No, I, I concur Chairman Snyder.

Mr. Wise: If it gets to five dollars...

Mr. Foltz: We've said on the record, and I know our Administrator ... the best he can. If people aren't happy with the program they can opt out. It's like playing the stock market to a point, and who thought gas would go up to \$3.00 a gallon, you know, earlier this year, and hopefully things will get better through the summer, So, we're all rooting for you E.J. So with that do I have a...

Mrs. Hines: No pressure.

Mr. DeOrio: Well I, there are some additional questions...

Mr. Foltz: Okay, sure.

Mr. DeOrio: that I have yet at this time. And I'll - whoever would like to answer would be fine with me. In, on page 2, Article 1, 1.1, subsection A, last sentence of that paragraph, "at no point during the initial term or any renewal term of this agreement, shall the GA directly, or indirectly, encourage aggregation members or other Direct Energy customers."

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Mrs. Magel: Do you need some help from Elaine?

Mr. Lane: Same thing happened to us a couple of weeks ago. So...

Mr. DeOrio: "At no point during the initial term or any renewal term of this agreement, shall the GA directly, or indirectly, encourage aggregation members or other Direct Energy customers to discontinue their service with Direct Energy other than notifying customers of their right to opt, opt out." Do we know if that language is new to this new agreement, or was that, is that language in the old agreement?

Mr. Wise: That language was in the old agreement. It's in our existing agreement.

Mr. DeOrio: Do you know specifically where? 'Cause I was looking for it and I had trouble finding it.

Mr. Wise: I, I do not. Mr. Bellish is here from Buckeye Brokers. Tom, do you know - have where that is mentioned in the old agreement?

Mr. Bellish: Yea, thank you for, for time this evening. What, that was added, it looks like that was added. We had, that section was very similar to the last one, I do have the last one in front of me. And they added some additional language that we, you know, we thought that that was okay to, to input. Doesn't...

Mr. DeOrio: Where, where in the old agreement, 'cause I've got it as well.

Mr. Bellish: Oh, it was.

Mr. DeOrio: And I would just like to cross it off.

Mr. Bellish: No, the entire paragraph is the same, that's last sentence is added, you are right, that is, that was an add, that last sentence is new to that paragraph.

Mr. DeOrio: It, I understand that it's new to that paragraph. But I was inquiring as perhaps maybe it was in some other paragraph in the old agreement that maybe I just didn't see it. And so I what to really make sure and if I'm understanding you correctly, it is - it is new to this paragraph and it's new to this agreement.

Mr. Bellish: Yea, as far as I know, it is new. The basic essence of - of the agreement is that one supplier will be endorsed by the city and then not others. But as far as being specific, and saying will not discontinue their service; that language is new, as far as I know. And I, I do have the other, the old copy handy. So, as far as I know that is new.

Mr. Repace: That's not a good line.

Mr. Wise: That's a new sentence to the agreement, you're saying?

Mr. Bellish: Right, right

Mr. Wise: Not...

Mr. Lane: This was in answer, as similar to the question that I had a couple of weeks ago, isn't it?

Mr. Repace: That's not good, that's not good language.

Mr. Lane: We were talking about having the City, if suddenly somebody did come in with a huge price differential, having us encourage people to move the plan. But what you're saying we could do is simply send a letter out at that time, reminding people. We, we could do that as opposed to on a timely basis, correct?

Mr. Bellish: Right and I had them add the last sent - phrase there, "other than notifying their customers to opt out", so.

Mr. DeOrio: Well, I understand that we're...

Mr. Bellish: With, with that sentence the way it was, it was like you couldn't do anything. Well at least now you have the right to, and the option to notify the customers to opt out. And in the event of some catastrophic drop in the market...

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Mr. DeOrio: Well, it's so, if someone, if there is drop in the market, and people have an opportunity to do better, we - we have the ability to notify customers of their right to opt out certainly in the beginning, but several months down the road, if that situation were to occur, the way I read this, it's saying that, you know, we can't tell people that the there's a better deal. You ought to get out and take it.

Mr. Bellish: That's right. But you can, it's not just the initial opt out that this is referring to, but this is opting out during the entire two year term. So it's a continuous right to notify customers of their right to opt out.

Mr. Repace: But...

Mr. DeOrio: Go ahead.

Mr. Repace: But, but a customer won't know what they can opt out to, and by this agreement you're not, we're not allowed to tell them what they can opt out to.

Mr. Lane: I would think ...inaudible...

Mr. Repace: So a customer would have no clue what you're talking about.

Mr. Bellish: Well...

Mr. Repace: Oh, I got a letter, I can opt out. What does that mean? Absolutely nothing.

Mr. Bellish: Through other - other marketing means, if, if, if we know about the offer, they're gonna know through the other market - the marketing means of that supplier, whether it's through the mail or the PUCO's apples to apples chart, or the newspaper, they're gonna know, those customers will know the same way we know, pretty much.

Mr. DeOrio: But the financial burden will be on the City to notify people of their right to opt out.

Mr. Bellish: Well, that doesn't necessarily need to cost anything, we...

Mr. DeOrio: Well postage costs.

Mr. Bellish: Well, don't necessarily need to mail it, I guess, the City has a website. To put it on the website would be free. You know, Buckeye Energy can do some - the press releases and so forth. That way, is another way to do it for free. Things like that. I guess if there is a drop in the market we could, another option is just renegotiate the offer we have with Direct Energy as well. A few months ago, they had, they had proposed something that was a drop, and I would think going forward we would have that same option, to take advantage ourselves of that drop in the market. So, not necessarily, you know, a bad thing the prices go down.

Mr. Wise: The situation we had before was, we had a price of \$13.40 and people would call in with regard to the price. And we can tell them that they can, they have an opportunity to opt out, and that that doesn't cost anything under this agreement. They can opt out for free. And we can tell them that, and we have told them that.

Mr. DeOrio: But eight thousand people aren't gonna call. And people are going to be in the dark, and not know what's going on. They're not gonna know that if this is a, if this is a bad deal for them. And I'm not saying that it is, but I'm saying that under the existing agreement, we don't have that restriction. Now we have that restriction.

Mr. Bellish: Well, the - it was just the basic, you know, the - the way the original is basically written is that we were, the city was endorsing, exclusively endorsing, Direct Energy, at that time.

Mr. DeOrio: If I can move on to a couple other...

Mr. Bellish: Sure.

Mr. DeOrio: points. In 1.1, subsection C, top of page 3, "Direct Energy may determine to conduct additional opt out mailings, or mailings regarding other service offerings during the initial and/or renewal terms of this agreement". And I did not see in the existing agreement, any reference to mailings regarding other service offerings...

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Mr. Bellish: Yea, what - what they, they may offer is free thermostats. That was one of the things that they were offering and, you know, we - we decided well, what's the value of that, we'd rather just have a lower price than have some type of free thermostat program. This winter that was very, it was a very hot topic with energy conservation. If you had some type of automated thermostat it would, programmable thermostat, you could save energy. And, you know, demand side management and those kinds of things were - topics were very talked about this past winter, because ... one, it was very cold in December; and then two, the high prices. Any offering or anything that goes out would have the approval of the City before it goes out. But I think that's what they were gonna do. But we've since expressed interest of not doing that. We just want the lower price.

Mr. DeOrio: My concern was that it was sufficiently broad enough and that's why I asked it, and I don't know the answer, but it was sufficiently broad enough to include, you know, other, I'm not sure what else Direct Energy does, or what other things they would have, but I was concerned about our residents being solicited for other business opportunities via Direct Energy.

Mr. Bellish: Yea, ...inaudible... is another one, it would, is some type of furnace tune up. We didn't - and we expressed no interest in that either; being that - upped that being offered. So, again, any communication does need to be approved by the City. And that's just not one we're interested in either, so we didn't, that was something they offered up front, that we showed no interest in that one either.

Mr. Repace: So why is it in there if you're not interested in it?

Mr. Bellish: Well, it's just other ...

Mr. Repace: Why is it in there?

Mr. Bellish: other service offerings. You know, maybe there was, maybe there was one, maybe there will be one that, that you are interested in. That's all. But...

Mr. DeOrio: Well, when I get...

Mr. Bellish: We basically have, you know, veto power.

Mr. DeOrio: Well I don't see that anywhere in the agreement where the City or the Administrator is getting the opportunity to peruse or authorize what Direct Energy may be sending. And what I'm just leery of is sticking our residents out there for anybody to just go and solicit them. I'm mean, we're, we're in, you know, we have a fiduciary responsibility here with our residents. And we're providing Direct Energy with access to all these names and addresses, and if they're gonna start getting, you know, junk mail solicitations, you know...

Mr. Bellish: Right.

Mr. DeOrio: that should come at a cost, because that's not in the existing agreement.

Mr. Lane: Here, can I ask if WPS or Shell or any of those people want to send out an offer, are they buying a mailing list or are they buying this by your list? In other words does - does your list become public, much like a phone company list?

Mr. Bellish: No, not at all. The list is provided by Dominion East Ohio Gas.

Mr. Lane: Okay, so anybody can buy that list, and anybody can solicit.

Mr. Bellish: The list, well the list, we actually, it's a slightly different list. Suppliers, any suppliers can buy lists of Dominion East Ohio Gas customers.

Mr. Lane: Right.

Mr. Bellish: Now those are customers just with Dominion East Ohio Gas. Not with another supplier.

Mr. Lane: Okay.

Mr. Bellish: Dominion will not release anybody with another supplier.

Mr. Lane: Okay, but I've - I've gotten two or three solicitations and I'm with you guys.

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Mr. Bellish: Okay, now in addition to them, the better source to go, if I was a supplier, I'd go to just a list service.

Mr. Lane: Okay.

Mr. Bellish: There's plenty of them out there on the internet. They'll give you a list of everybody in town, so it's a more inclusive list, and that's what other suppliers are doing.

Mr. Lane: That's probably where they're coming from.

Mr. Bellish: They're just buying the whole, the whole City list. But we're – we're very sensitive about these other offers and we've already not gone forward with some - some offers that they had. In North Canton and in other cities as well, we've not been interested in those other offers; I'm very sensitive to that.

Mr. DeOrio: Okay, on page 12, Article 7, 7.2, I want to compare this section regarding the renewal terms of this new agreement versus the renewal terms that we have in the present agreement. And Mr. Bellish, please correct me if I misspeak here, 'cause I'm gonna try to summarize what is several pages of, of typed information. But if we, we've completed our initial term, we're in the process of doing a renewal. And under the present agreement, irrespective of the dates, just trying to focus on the process, the - if the Direct Energy indicates to us that, that the adder is going to increase, then we enter into negotiations regarding the renewal of the agreement. And if the parties mutually agree, then, you know, life goes on and we have a renewal term. If the parties fail to agree on a contract for renewal, then the GA shall seek offers from other retail natural gas suppliers, through a regular, normal, competitive bidding process. We then notify Direct Energy what the results are of that bidding process, and Direct Energy then has a period of time to agree to match the terms of that best offer, the material terms. If Direct Energy matches that, those terms, then the GA, would be the City, has a period of time to notify Direct Energy whether the GA will continue with Direct Energy or whether we will be proceeding with another supplier based on the outcome of the competitive bidding process. Now I contrast that to the present agreement. And in the present agreement, if the - we come to the renewal term, if the parties fail to agree, then we have to do a competitive bidding process. Now, here's where we start to differ. If the GA and Direct Energy in their reasonable judgment, mutually agree that Direct Energy has matched the material terms of the best offer then this agreement shall be amended and extended. What does reasonable judgment mean?

Mr. Bellish: Well...

Mr. DeOrio: To me that's sufficiently vague. Reasonable judgment to you may be that you've matched it, but reasonable judgment to City Council or to the Administration may be that you haven't matched it. What happens then?

Mr. Bellish: You get to...

Mr. DeOrio: If Direct...

Mr. Bellish: well, certainly move forward with another supplier, I guess.

Mr. DeOrio: If Direct Energy fails to agree to match the terms of this offer, then the agreement will terminate. But my concern is that if we all say, if we all have a different opinion of what reasonable judgment is, are we going to continue, you know, the renewal of this agreement would be automatic. If you have ... - if you are reasonably judged to have matched the terms of the offer. Whereas in the existing contract, we tell you whether we want to continue with you or with somebody else regardless of whether you've matched the terms or not.

Mr. Bellish: Well, I was trying to slant this section in the favor of the City, when we did make this change. I felt originally it was - it was all numbers based. If they had - if they matched the number, the - strictly the retail adder, the 9X plus number, and their - and their customer service was terrible, and we want to just not deal with them anymore, we were stuck dealing with them. So I wanted to change this to state, soften it up a little bit, saying well we're - the City's the judge of whether you've matched the best offer. It's not just price. It's service, it's - it's early termination fees, you know, billing problems, and complaints that we may have had. There's more to it than just price and I wanted to add in that flexibility. So I want the judgment to go on the City's side and say, no, you didn't match it. You, the price is the same, but your customer service isn't near as good as this other player. So, we did want to make that change, and I thought you know it was for the...

Mr. DeOrio: I appreciate your intent...

Mr. Bellish: better.

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Mr. DeOrio: but I don't think that that's the result. And having, you know, been in the insurance business for a long time before I exited, I can tell you I looked at a lot of - been involved in a lot of bidding processes. And you are correct, when you are talking about issues of service. Poor service, you know, that's something that can't be, you know, be put in a quote sheet, sent out for bid. You can't say, well, one of the - in addition to providing this level of coverage, we want you to have good service. I mean, that's, that is what we just went through with the Administration on our general property and liability insurance. In - when we're talking about matching material terms, that's not gonna be one of the material terms. Under the existing agreement, whether you match them or not, we're telling you whether we want to do business with you. Under this exist - this new proposal, that's not the same thing. We're saying that if it's reasonably judged to match the material terms then we will proceed with the renewal. Your intent may be to give the City more flexibility. And I would say that, if, you know, if you put language in there that says, you know, basically what we have now, that the City will decide whether we want to do business with you, whether you match the offer or not. That's giving the City flexibility 'cause it gives us the ability to consider other items in service, billing, etcetera. So those were the, those were the, you know, the two principle problems that I have with entering into this new agreement. Are we able to just renew with the existing agreement? I mean we have a...

Mr. Bellish: Well, we, we, you know, tried to make it, you know, they're - they're proposing that some of this language and then we're proposing some of it too. So we have kind of met in the middle. There are some other things I - I think, you want - might want to point out, is one, it was renewed automatically if - if they did not raise the adder. Whereas the new one says, you know, we need to look at this no matter what the adders goes up or down. It's just - just because the adder goes down doesn't mean this is a better deal; so that - we took that out because we didn't want that to be automatically renewed, unless Direct Energy provides written notice; so we took that one out. So I think you want to - you want to have that stay out as well. And just some other things, there's really - in the Section C, that we just discussed, I really thought that it, it was the supplier's decision, or, or just matching the number was going to continue the agreement, and I didn't want it to be that simple. I wanted to be the City's decision and look at more than just the numbers, so... And that's the way Direct Energy views the same section is if they just match the number they're automatically the winning bidder. So that, certainly look at this again and if there's something we can do to make it more specific. But that's way we did change Section C.

Mr. DeOrio: Well, whether we - ... whether we start a new agreement with an initial term, the initial term's two years, or if we continue with the existing agreement, which has a two year renewal term, it's the same two year period.

Mr. Bellish: Yes.

Mr. DeOrio: And, and so my question is if we, as I understand the existing agreement after this renewal period, then we're back - we're back to square one. We start over, 'cause we've exhaust- we've exhausted this agreement. It provides for an initial term and a renewal term.

Mr. Bellish: It, yea, there was a, a point where I, you know, I'd even mentioned that as well, why not just renew at this agreement and they, they didn't want to do that. They wanted to change the things around. They thought the tier - there's a tiering option, they thought added a lot of value. Now I don't necessarily agree, but, what they allowed you to do in this one, that they don't allow you in the original was - and strike one third of the volume at a given time, and next third and the next third, to dollar cost average, if you will, that - the price. Well, you know, okay, that's - that's a nice feature, but you're still - it's still - you're still striking a price. And it doesn't necessarily give you a better price, just 'cause you did it on three different days. That they wanted to keep in and, you know, some other things I can't think of right now. But it was brought up and they did want to - want to do this. So we thought this was really the best compromise we could come up with.

Mr. Snyder: Inaudible... to just keep the original then?

Mr. DeOrio: What's the adder under the original agreement? What would our adder be if we renewed?

Mr. Bellish: Yea, that was the other thing. They wouldn't just renew 'cause the adder is a \$1.64. That's, that's a good point. That's basically why they couldn't do that. And that was one of the things we tried to do in our negotiations with Mr. Wise, was let's say, alright, fine, let's just go with this old one. Well it's \$1.64. And this is \$1.73. And the just the market's gone up. The price of natural gas is gone up, which makes these retail adders go up.

Mr. DeOrio: So the ad - the adder under this new agreement would be what?

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Mr. Bellish: \$1.73, that's...

Mr. DeOrio: And the adder...

Mr. Bellish: In the old one was \$1.64.

Mr. DeOrio: So are you saying that those are different now? If we renewed under the old agreement, it's not \$1.64, it's \$1.73?

Mr. Bellish: Yea, had we just renewed and gone another two years it would be \$1.64 and they weren't willing to drop down that low. That's nine – nine cents, and they weren't willing to move nine cents.

Mr. DeOrio: So if we renewed under the existing agreement now, it's \$1.73?

Mr. Bellish: The existing agreement is \$1.64.

Mr. DeOrio: For the renewal?

Mr. Bellish: Well...

Mrs. Magel: Yes.

Mr. Bellish: Well, hang on...

Mr. DeOrio: My under - am I missing something?

Mr. Bellish: It might be \$1.61.

Mr. Repace: Yea, they're not, they're...

Mr. Bellish: Yea, it's actually...

Mr. Repace: they're not talking about doing that.

Mr. Bellish: Correct...

Mr. DeOrio: They don't want to do that.

Mr. Bellish: correct myself, it's a \$1.61

Mr. DeOrio: Alright, I understand that.

Mr. Bellish: \$1.61 under the current agreement.

Mr. DeOrio: Right.

Mrs. Magel: \$1.61?

Mr. DeOrio: But they don't want to do that anymore. I understand that. We've finished our initial period...

Mr. Bellish: Right.

Mr. DeOrio: We're on our renewal period.

Mr. Bellish: Okay.

Mr. DeOrio: And they want to change the adder.

Mr. Bellish: Yes.

Mr. DeOrio: I understand that. And they, that, they're changing it to what? \$1.73?

Mr. Bellish: Yes.

Mr. DeOrio: Okay. Now, if we don't do that, if we don't renew the existing agreement and we embark upon authorizing this new agreement, the adder will be what? \$1.73?

Mr. Bellish: \$1.73 in this...

Mr. DeOrio: So it's the same adder ...

Mr. Bellish: So...

Mr. DeOrio...either way.

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Mr. Bellish: Well, if you just simply renewed the current one, it'd be \$1.64, they're not agreeing to that, that's why...

Mr. DeOrio: But would they agree...

Mr. Bellish: That's why the new agreement...

Mr. DeOrio: Would they agree to \$1.73?

Mr. Bellish: That's why the new agreement \$1.73, so they...

Mr. DeOrio: right, but I don't, I'm...

Mr. Bellish: They wouldn't just keep the terms...

Mr. DeOrio: Sorry.

Mr. Bellish: and conditions of this.

Mr. DeOrio: I apologize for interrupting you. The \$1.73, you know, under the – under the current agreement, I'm sorry, under the new agreement, we're sending this out for four more years. Because it's a two year initial term and two year renewal term. Under the existing contract, we would just have two years left to go, and I'm not, you know, for the people that I've talked to, you know, there seems to be mixed feelings regarding entering into a newer contract or just allowing the old one to expire in order to entertain, you know, entirely new options in two years.

Mr. Bellish: It - it's my understanding that it is just two year agreement, initial term 7.1 just 24 billings cycles is the \$1.73. There is no adders for a year 3 and 4, that ...inaudible... to negotiations.

Mr. DeOrio: Right. That's the renewal term.

Mr. Bellish: Inaudible... that's the renewal, so it's not necessarily a four year commitment; it's just a two year commitment.

Mr. DeOrio: But it's a renewal term that provides for reasonable judgment that it would ..., that it would, you know, automatically extend and be amended.

Mr. Bellish: Right, that's the City's decision for years 3 and 4. So there's ...

Mr. DeOrio: Well, I'm sure everybody's tired of listening me talk about it. So I'll let everybody else take a whack at it if they want. But I'm not comfortable with this - again, this was just, I just picked this up last week, when it was first made available to me, and so I had a chance to really digest it over the weekend. And I'm just not comfortable with those two big things out there, that we have a, you know, were left to reasonable judgment which is sufficiently vague to end us up in litigation as to what it is. Then on, so, anyway, that's my comments.

Mr. Repace: Inaudible...

Mr. Wise: Mr. DeOrio, just for my, what's the second issue? I know we went through a number of things, but reasonable judgment and the new language on...

Mr. DeOrio: 1, 1A the...

Mr. Wise: Opt-out.

Mr. DeOrio: Whether we have - to me, you know, just - and this is probably a - I can't think of a better term, E.J., is that, it seems to me like it's a gag order.

Mr. Wise: But it - but it's – but it's that sentence that was added...

Mr. DeOrio: Yea.

Mr. Wise: With regard to the opt-out. We can't purge or indirectly or that's the...

Mr. DeOrio: If you'll note, exactly...

Mr. Wise: section you're talking about.

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Mr. DeOrio: Just as an example, you – you know – and you – you have engulfed yourself in this subject matter, and we've talked before how volatile the markets can be. And from Mr. Bellish's information, I'm in the securities business. And through no fault of anybody's, we could go out, you know, three weeks from now and the price could be astronomically higher because a hurricane came through. You know, we don't know that. Through no fault of our own, we could end up striking a price that's high, then three months, four months later, you know, we've made it through the hurricane season, it wasn't as bad as everybody thought it would be. And then the prices come down, or whatever, the situation is. And I just know from these council meetings how many people come up to Mr. Snyder and say...

Mr. Snyder: Wow...

Mr. DeOrio: Ah, did you see the price on this? Did you see the price that? And then we're in a position where we can't officially say, well, you know what, that is a better deal. You ought to go with that. Now maybe we, we do that quietly or not, but, I guess I kind of try to follow the rules. So...

Mr. Repace: Inaudible... what we're saying here is there's language in here that we're not happy with. Contract language in here that we are not happy with. Now we were just, not this council, but some of the council members were just criticized this evening about not reading a contract and had language in it that's not in the best interest of the City. Now we've clearly pointed out several areas that's not in the best interest of the City. So are we going to do that again? Are we going vote for something that we know is not in our best interest, and then get a presentation again here in two weeks or five weeks or whatever it is when we come back?

Mr. DeOrio: That's a good point.

Mr. Repace: So, I'm not going to do that. There's some language in here that is not good, I'm not for this, I think it needs cleaned up a little bit, and come back. This language is bad.

Mrs. Magel: For the a - may I speak? I need to say, to President Foltz and to Member Susie Hines, one of the reasons why we're just going through this right now, you'll think, well why didn't talk about this during the committee? Inadvertently we did not have the proper contract last week during committee meeting. And so we had all read and prepared for the wrong contract. So this was promised to us by Wednesday, and it was in our package on Friday, and I assume, it appears Mr. DeOrio, you know, just spent, you know, some of the weekend then going through this. But just in case if you were wondering, why on a voting night we got it in through this discussion and ignored it during committee, we had the wrong contract in here.

Mr. Foltz: Appreciate that clarification.

Mrs. Magel: I just wanted to clarify that.

Mr. Foltz: What – what's - what happens if we don't vote for this tonight? I'll direct that to the Administration? Are you still able to strike a deal?

Mr. Wise: No sir, that's my understanding.

Mr. Snyder: Under the old legislation we're authorized to strike. The original ordinance empowers the Mayor to sign the ordinance. Now whether they'll honor the agreement is another situation. If they will not honor the present agreement for the two year, the new two years, they're breaching, we're not breaching. But the present ordinance in place that we passed last, two years ago empowered the Director of Administration to strike a price, through the Mayor. The Mayor, through the Director of Administration. You're, well you need new language, new ordinance if you're going to take a new agreement. But the present agreement, we do have a two year option, which we have the right, unless they care to breach it, and that's their privilege to do that. But they have a commitment, there - that's, it seems to me that they've negotiated into their favor. We'll negotiate that we'll option it to the original agreement. See what they do. They want to breach, let them breach, then obviously we'll do like everybody else does.

Mr. DeOrio: Well, they'll give us the, I, the \$1.73 adder and...

Mr. Snyder: Yea, and that's the end of it.

Mr. DeOrio: that's all they're looking for.

Mr. Snyder: That's the end of it.

Mr. DeOrio: That's what I think.

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Mr. Foltz: Member Snyder, that was, do I ask the question that, not to put the Administration in the spot, but I thought this didn't have to come back to Council.

Mr. Snyder: Does, under the present ordinance...

Mr. Foltz: As far - as far as...

Mr. Snyder: we can, the Mayor's, through the Mayor, the Director of Administration is empowered to enter a strike under the old agreement. That's in place right now; the option. The new agreement would require new legislation because it is a new agreement. But the old, the old one, he's permitted to strike. I don't have a copy of that ordinance...

Mr. DeOrio: I do.

Mr. Snyder: but it does, I believe, read there it empowers to strike the price without approval of Council. And, so I mean, we can strike...

Mr. Foltz: Well, we talked about him, if he wanted to inform us he could do so, but...

Mr. Snyder: Yea, but I mean it isn't necessary.

Mr. Foltz: it really wasn't necessary. It was a nice gesture as far as providing us information in case we get calls from constituents and so forth.

Mr. Snyder: What's our law director say?

Mr. Lane: Without tipping his hat. Or hand. Have you had sufficient time to think about this?

Mr. Foltz: Well, they say that there's a possibility this isn't going to pass tonight, obviously. So...

Mr. McFarren: Any time you leave something open to the agreement of both the buyer and the seller, you don't really have a contract; you have an agreement to agree. And what I see here in page 13, C at the top. Is "if the GA and Direct Energy in their reasonable judgment" which quite frankly, from my perspective, is a very large door that I can drive through at almost any time. That is the functional equivalent of telling my clients when they sign a purchase agreement for real estate, you can agree to anything you want to, just make it subject to the approval of your attorney. And that's what I see there. Is this is a very large hole you have to, both sides have to agree, and any disagreement, obviously has to be unreasonable. And quite honestly, if you came to me and said, we're not happy with what we've got; my response would be probably "the service stinks, right?" And you would agree. And therefore you have reasonable cause to not go forward. The concerns about the mailers or solicitations of other business, if I understand the gentleman making the presentation, is that you have nothing in the pipeline, and in fact, you've explored a number of things and have found no interest in those things. So in fact, your customers are concerned about one thing. The lowest price, not a free thermostat.

Mr. Lane: Going to Mr. Snyder's point, does our Administrator have the right, under this existing agreement, to go ahead and try and strike another price?

Mr. McFarren: I haven't reviewed the existing agreement with a fine tooth comb, but I think the existing, what we're talking about here is, we're attempting to renegotiate some language, and if I also understand the presenter, the existing agreement is not available because they won't agree to the lesser adder. They want the greater adder. So if in effect you don't have an agreement to renew, because you don't have an agreement.

Mr. Lane: So if we walk away...

Mr. McFarren: You don't have an agreement on price.

Mr. Lane: they walk away, we're out the whole during the crucial point in time to try and strike a price.

Mr. McFarren: I give you a real practical one. A hurricane hits over - over the weekend. What do we do then?

Mr. Repace: Well, from what...

Unidentified: From what I...

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Mr. Repace: Well when they – when they were negotiating this - this agreement, did you ask them if we kept the old agreement, in, active with the change of the adder, would they accept that?

Mr. Wise: My understanding that they wouldn't, but I can call Mr. Pompili tomorrow and ask him that question.

Mr. Repace: See what they've done in here, is they've snuck language in here that's not in our best interest. You know, they've kept a lot of the same language but they put some things in here that aren't in our best interest. I think Pat said we that would be willing to go with the new adder at a dollar...

Mr. DeOrio: We have to anyway...

Mr. Repace...yea, we have to.

Mr. DeOrio...if we go with the new agreement, we got the \$1.73 anyway. I think it's to our advantage, if we're gonna pay \$1.73, if we have the old agreement, that's a better deal for the City.

Mr. Repace: So that's what we're asking, I guess to do, is to go back to them, and say we want to keep our existing agreement, but we're willing to obviously go with the additional monies with the adder.

Mr. Snyder: What was the strike price today?

Mr. Wise: 11.23

Mr. Bellish: 11.23 or so.

Mr. DeOrio: And a couple weeks ago it was 11.45. The county struck that.

Mr. Bellish: 11.45....45 is where they're at.

Mr. Foltz: I just need a clarification. We can't strike tomorrow if our Administrator wants to 'cause we're saying that the contract adder is changing the language so it's not enforceable? Or it's not - it's not a contract we can use for our residents? Is that what we're saying?

Mr. Bellish: Yea.

Unidentified: You bet.

Mr. Foltz: I'm a little confused. Is this expired or is this off the table?

Mr. DeOrio: We have a renew - there's a renewal option in the existing agreement.

Mr. Foltz: Okay.

Mr. DeOrio: In - in the renewal option, they have to notify us by July the first, which they have done, that they are going to increase the adder.

Mr. Foltz: Okay.

Mr. DeOrio: So, the old, initial term had an adder of \$1.61. They were not willing to renew...

Mr. Foltz: To keep the existing, yea.

Mr. DeOrio: for two more years at \$1.61. They would renew at \$1.73, they told us, they gave us an offer for \$1.73. At that point then we enter into negotiations regarding whether we can make a deal. And along the way there were some changes that I think that the Administration was trying to do to improve it, but as Member Repace said, I think that there's some, there's been more language coming back, that - that negates that benefit. So if they're willing to give us \$1.73 on the new agreement, \$1.73 on the old agreement just seems to make sense. Whether they want to make sense, and they don't want to offer it to us, and they want to, as John said, terminate the agreement, you know, I think they would like to keep the business just as well as the next guy. So I think the phone call should be made that...

Mr. Foltz: Well that doesn't help us tonight though. You're saying we need that enforced so we're gonna have to come back to another meeting to clean this up. Is that, is that the interpretation? I'll ask the Law Director what we have to do.

Mr. Snyder: What's wrong with him making a phone call if they agree to \$1.73 adder...?

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Mr. Foltz: I don't have a problem with that.

Mr. Snyder: strike, strike the price. And if they won't agree to it, they're not going to clean the language up in two weeks anyway, so it's gonna have to go through a series of...

Mr. Foltz: Well, it's not two weeks; this is our last meeting...

Mr. Snyder: four or five weeks.

Mr. Foltz: for the season, so.

Mr. Snyder: But I would think...

Mr. Foltz: I just want to be, I just want us to be able to strike if we feel it's a good time for us to do so, if there is a clarification on the adder addition.

Mr. DeOrio: If they say yes to \$1.73, you can strike the price immediately.

Mr. Foltz: Okay, so I guess...

Mrs. Magel: So that's our vote.

Mr. Wise: Under the renewal...

Mr. DeOrio: Under the renewal.

Mr. Wise: you're talking about.

Unidentified: Yea, that's right.

Mr. DeOrio: I just think they've, they've put some language in here that's very bad.

Mr. Foltz: Do you have any other comments before we...

Mr. Bellish: Well, there was ...

Mr. Foltz: open this up ... inaudible.

Mr. Bellish: some other, other language in ...7... 7.2 that we changed, I think, for the benefit of the City, and I thought that was worth, worth changing. The - the renewal process is - is much more in favor of the City than the old agreement. And we did have a representative from Direct Energy here - here at City Hall. And we went over all these issues just to renew at this. So we asked them flat out, can you renew at just this and the answer was no to that, so...We can ask that question tomorrow, but I know, I know what the answer's gonna be. And, and section 1.1, I think, I think that can be changed. The - I know the City doesn't have any plans to do some mass mailing from some other offer anyway so...I don't think they'll have a problem with that being taken out. I didn't see an issue there. And then this, the, the other section that was an issue, section C of 7.2, the reasonable judgment, I thought the City's Law Director was saying that was a big loop hole, and actually I was quite happy the way that was written, 'cause the City, that's totally in the City's favor. That's their judgment, that they need to mutually agree, so...I thought that was, I can't possibly think of another way we could write that more in the City's favor, that, that, that sentence right there.

Mr. Foltz: Let me ask our Law Director, are you in agreement with Member DeOrio's assessment that he brought to light to the rest of council tonight and Administration? As far as this language not being to the best interest to our constituents?

Mr. McFarren: Well the points, the points are valid to a degree, and as I said, my comment on the agreement to, you know, it's an agreement to agree, and if the City, quite frankly chooses not to go forward with the renewal and is - unless that's blatantly unreasonable. I mean, price is an easy thing to gauge, and as we've been discussing service is an intangible and very difficult to, you know... I see - I see it as a, as a major discretionary item in favor of the City. Short of rewriting that and saying the City in it's sole discretion has the right to renew, I don't think you can make it more in the City's favor on that issue.

Mr. DeOrio: But that's what we had?

Mr. McFarren: Well, you know...

Mr. Repace: Item 1.1A too, that opt out, sentence. That's - that's bad, too.

Mr. McFarren: The - the opt out, I understand the language there and, and that is, that is when you are expected act in good faith. You are - you are saying we are endorsing this program...

Mr. Repace: Bad language, Randy.

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Mr. McFarren: yea, well you are endorsing this program, you're- you're putting it out there as a, as - with your consensus, your agreement. Yes, you have the right to notify your people of their opt out rights, but the company doesn't want you to go out and actively promote mass defections.

Mr. Repace: But if somebody would come along with a much, much better deal, according to this language, you can't tell...

Mr. McFarren: We can't go out and...

Mr. Repace: the residents in this city that there's a ... better deal that's gonna save them...

Mr. Lane: Well, you can tell them they can change though.

Mr. Repace: To what?

Mr. Lane: To whatever they received in the mail at the same time.

Mr. Repace: What are they gonna receive in the mail, who?

Mr. Lane: I'm sure that if there's a better deal out there the public is going to know about it.

Mr. Repace: Anytime you got contract language, if there's that many "if's" there's something wrong with the language.

Mr. Lane: Like I said, I've gotten three of them in the last six to seven weeks. But what I think we can do as a city, and would probably be more proactive on it, is either through the newsletter, if this language stays, newsletter, the website, possibly in the Our Town coverage, possibly other things, were we could pretty much point out every three to four months that people do have a right to opt out and there is no fee. Just remind them of that on a more, or even on the utility bills. There's no, there's no law against that according to this agreement. But it doesn't say you can opt out to go to Plan B.

Mr. McFarren: Do I understand a sense of council being that if the, if the existing contract were changed to reflect the \$1.73 adder, that the language was acceptable? That the contract language was acceptable?

Mr. DeOrio: I thought it was.

Mr. Repace: That's what we're saying.

Mr. Snyder: We've lived with it for two years.

Mr. DeOrio: We've lived with it for two years.

Mr. McFarren: Okay, then I would ... simply ask you if we, if we took the ... the existing contract, changed the adder to \$1.73, do you think that would be acceptable from your side?

Mr. Bellish: I didn't like the ... it would be automatically extended. If it, if we just take the same thing the section 7.2 talked about is two years, and then it's another two years automatically renewing at the \$1.73, that's the section I didn't like. What if it went down to \$1.50?

Mr. McFarren: Right.

Mr. Bellish: I want the \$1.50.

Mr. McFarren: Right.

Mr. Bellish: That's what I didn't like about...

Mr. McFarren: Sure.

Mr. Bellish: this first one, it slipped by me two years ago, and didn't want that to happen. And ... there's other sections in 7.2 that I think we ... rewrote in the City's favor, more as well.

Mr. Repace: You can easily rewrite that to reflect the market value.

Mr. Bellish: And, in the like, like I said, I didn't think, I don't think 1.1 is that hard of a one to get out. They, they just put it in there, we, I don't even think we discussed it that much at our meeting. You know, I think I can, I can have that removed. That's not, I don't see that as a deal breaker, let's put it that way.

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Mr. Foltz: Well, just for clarification, I think we've got two or three council members that have some problem with the language in here, just off the cuff, anyway. Our Law Director feels that the language is okay? I don't want to speak for you...

Mr. McFarren: I think you...

Mr. Foltz: I want you...

Mr. McFarren: I, I think, I think you can live with what I've heard tonight, I think you can live with, live with the language. Can it be better? Yes, it could always be better. But, yes, I think you can live with what's, with what's on the table.

Mr. Foltz: You don't see language as ... detrimental toward, to us.

Mr. McFarren: No.

Mr. Foltz: As far as the agreement process that this concerns.

Mr. McFarren: No, no, I, like I said, the - the agreement to agree language, you know, it's like this folks, you know, if this thing goes to litigation somewhere along the line, I'm the guy who's gotta back up what I'm telling you here. So, between my advice and how I handle things, I have to put some performance behind what I'm saying.

Mr. Foltz: That's why we hired you, for your opinion. So...

Mr. McFarren: That's my opinion.

Mr. Foltz: Chairman Snyder, do you have any other input or what would you like to do here?

Mr. Snyder: Well, you know, I - I think you got a problem here, you got a quandary because, you really, outside of taking the existing ordinance and asking that the adder be changed, or the existing agreement, asked to change the adder upward to \$1.73. You're not gonna get this passed anyway. It's - an emergency takes six votes. So my suggestion would be, to first approach them with the fact of the existing ordinance, the existing agreement, changing the adder to \$1.73. See if they buy it. And if they don't buy that, then the director would let us know, and you know, we can always somehow, by...

Mr. DeOrio: Can always come back.

Mr. Snyder: come back and meet. But we should, and look at it. But I think for the sake of - if we could strike the existing agreement. It seems like its, would be, and I didn't read it, honestly read the agreement, its not like the first one's more in our favor. I think you're gonna have a hard getting the proposed agreement passed. So I mean, you know, at least you got something to work with. Call them up, see what they say. I mean, I don't know how big a fish we are, big a player we are in the whole scheme of the deal. I mean maybe - maybe they'll just say "go find somebody else". I don't know that, I don't play in that market so I don't really know. But it sounds like it's an options market and you know, right now they don't have people pounding on their door looking to give them any money, so, maybe they're hungry tomorrow.

Mr. Bellish: They value your business very, very much.

Mr. Snyder: Well, that's what I am saying, so...I mean, to give them, in all due respect, certainly appreciate all your efforts and your time spent, and the director's time spent, but maybe we'll give it a shot and see what happens. I mean, we have nothing to lose.

Mr. Lane: I just don't want to lose any valuable time that when these prices...

Mr. Foltz: Well.

Mr. Lane: are getting lower.

Mr. Foltz: Exactly. That was my final, I don't want us to miss an opportunity. Obviously...

Mr. Lane: All of a sudden, it's just like, you know, winning, losing...

Mr. Foltz: I'm willing to...

Mr. Lane: the battle to win the war and visa versa.

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Mr. Foltz: in my opinion, I'm willing to, even though I have the concerns there of council members at heart, I understand what they are saying, I'm willing to live with our Law Director's opinion. It's a decent enough contract to move forward with it. Now, if we're gonna mess around with this and miss an opportunity to get a low price for our Administrator to strike because we have to have some follow up meeting...

Mr. Snyder: Why don't you try this then...

Mr. Foltz: to get our language right, that's...

Mr. Snyder: Why don't you try this then, is it legal to pass an ordinance with a codicil in it. The codicil being that that language that their not comfortable with, if Direct Energy is not willing to strike it, we won't enter, the ordinance is invalid. Or the authorization to enter the agreement would be invalid. Is that possible to do that?

Mr. McFarren: You're getting, you're getting pretty complex, and...

Mr. Snyder: Well, I understand, but I'm trying to facilitate to get...if, if you, we pass and amend this ordinance to read that the Administrator's empowered to strike, provided that language is removed, that was - that it is not acceptable to certain members of the council, and then basically, we have the original agreement, with a few other things in there.

Mr. McFarren: Okay.

Mr. Snyder: Is that possible?

Mr. McFarren: I think it's possible that you could, you could pass an ordinance that said "we agree to contract on these terms, minus this, minus this."

Mr. Snyder: Yea.

Mr. McFarren: And just like in the, the opt out provision...

Mr. DeOrio: I'm gonna wait till he's finishes, then I've got something else to say.

Mr. McFarren: just - just delete the, just delete the entire sentence would be the simplest way to clean it up.

Mr. Foltz: You're talking 1.1?

Mr. McFarren: Yea, 1.1A if you...

Mr. Foltz: First paragraph ... inaudible

Mr. McFarren: Yea, first paragraph.

Mr. Foltz: at the bottom?

Mr. McFarren: Yea, if you just deleted the entire last sentence and basically said "hey look guys, we're gonna both act in good faith, so why do we need this?". I don't, again, short of the agreement to agree which is on page 13...

Mr. Foltz: 13C, reasonable judgment, you were fine ...

Mr. McFarren: inaudible

Mr. Foltz: with that language?

Mr. McFarren: Well, if you say, if you want to do something different there, if you say, if in the sole judgment of the - of the GA, Direct Energy is matched the material terms. Okay, if you, if you basically do it that way, and say "here's our offer, take these things, modify this, drop this, and if we, if you meet that offer, we authorize the administration..."

Unidentified: That's right.

Mr. McFarren: "...to sign the contract",

Mr. Foltz: Before we go further, are...

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Mr. McFarren: You know, there are lots of contracts that we, that we enter into where you know, just like the, the purchase of the salt, for example. Council's agreeing to the dollar amount, Administration's basically writing the contract on when and how it's delivered, and etcetera. There's a thousand little terms on every contract. So....that would be possible. Basically what you'd be doing is making an offer, authorizing the Administration to enter into a contract with those specific changes. But you're also committing yourself, you would be committing yourself to this contract with those two changes, so if there are other problems here, you know, I wouldn't, I wouldn't want to be making too many changes in this.

Mr. Snyder: right.

Mr. Repace: The language is open for interpretation, you agree?

Mr. McFarren: Well I, anytime, anytime language is open for interpretation...

Mr. Repace: You're looking for trouble.

Mr. McFarren: lawyers like that because it gives us, it gives us the ability to say this is not in your best interest, don't renew this contract.

Mr. Repace: What, what's wrong with what we've been saying for the last half hour, is let Director go, go back with, with the current language with \$1.73 instead of the \$1.64 or whatever it was.

Mr. McFarren: If I understand the gentleman, his, his problem with that is, it's a two year term with an automatic two year term if the adder goes up...

Mr. Repace: What...

Mr. McFarren: they're in trouble, and if the adder goes down we're in trouble.

Mr. Repace: rewrite... like I said, rewrite that language to reflect the market value. That's not hard to do.

Mr. Lane: Does that have to come back to us then, to rewrite that?

Mr. Foltz: That was my point to ask our clerk, you see a problem with this scenario, Gail? This is unchartered...

Mrs. Kalpac: What do you think Randy?

Mr. Foltz: ordinance waters here.

Mrs. Kalpac: They're changing the contract and the legislation, I don't know. As long as you've got "attached here to" and "incorporated herein", I don't know. Randy?

Mr. Foltz: Member DeOrio, you had a comment ...inaudible.

Mr. DeOrio: Well, I was going to say, you know and I guess, you know, how I view things, and I've said this before, but, you know, I'm here in - in my view, I think to serve the residents of this community, to the best of my abilities. I'm willing to you know, to meet however many times it's necessary to make it right, or to at least explore the option. The Administrator could end up calling, they could say "yes", he could call them, they could say "no". If they say no, then that's, that's a different scenario. But I'm willing to meet whenever it takes. I mean, I understand that historically there's this, is a break, but it's - it's an important issue and there was, you know, things brought to our attention at the beginning of the meeting that I don't take lightly. So I don't see where having lots of discussion is a problem, and the only thing that is being, the only gun being pointed to our head here is this deadline of tonight. And I - I just don't view that as a valid excuse. But I, that could be a minority opinion.

Mr. Foltz: Any other comments from council?

Mrs. Hines: Can he strike a price and then we negotiate the contract later?

Mr. Snyder: Not usually.

Mr. DeOrio: It was a good question Susie.

Mr. Foltz: Well, we've proposed everything else tonight.

Mr. DeOrio: That's right.

Mr. Foltz: In some way, shape or form.

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Mr. Foltz: I think we'd better vote this up or down and have an additional meeting, hopefully that's gonna be the only thing on the meeting. I think summer session's here for a reason, I respect your comments, Member DeOrio, but houses need to get in order and we need breaks, so...I'm willing to come back for one special meeting on this, but on a whole agenda, another committee meetings and everything else, I want to do what's right by our constituents. I think that's important, I think we all believe that. So...

Mr. Snyder: You know, you know to satisfy everybody because it's important everybody's in a comfort zone. Possibly, let's try this approach.

Unidentified: ...Inaudible... what do you want to do with this?

Mr. Snyder: Authorize the administrator to try to strike the price on the existing contract, at, put the adder of \$1.73 tomorrow.

Mrs. Magel: I agree with that.

Mr. Snyder: And then next Monday night we'll show up here and if it doesn't work we'll look at Plan B Monday evening, with that on the agenda, and anything else that has to be cleaned up within an hour or so, we'll clean it up. That's, otherwise we'll be, you don't want to waste six weeks to decide, because at that point, you know, the gas will be turning the other way, but we pulled that last time and we lost.

Mr. Foltz: I, I agree with that ... inaudible...

Mr. Snyder: Let's try that scenario there.

Mr. Foltz: I want to get the lowest price we can.

Mr. Snyder: Doesn't that sound a little more reasonable?

Mr. Repace: I think that's what I've been saying.

Mr. Lane: I wouldn't be able to be here next Monday, so...
Mr. Snyder: Well we'll just...

Mr. Foltz: We need six.
Mr. Snyder: Yea

Mr. Foltz: Is everyone else be able to be here next Monday?

Mrs. Hines: I'm supposed to be back on vacation.

Mr. Foltz: See...

Mrs. Hines: Came back tonight to be at this.

Mr. Foltz: How 'bout later this week?

Mr. Snyder: find something ...inaudible...

Mrs. Magel: How 'bout let's make sure that we get it on the old contract, the option, with \$1.73, as will be authorized through council and strike a deal. 'Cause I think the iron is hot now. I believe you said it was 11.23 and that's probably...

Mr. Bellish: Yes.

Mr. Foltz: Yea.

Mrs. Magel: pretty darn low. So I think maybe we should say with a firm vote, we would like the old option of two years with the adder at \$1.73. Hopefully a 7-0 council vote. Please strike a deal, as I think we have said for the last five weeks. Now would be a good time to strike, it appears to me. 11.23 when it was just, you know, 11.45 and we thought that was good. So I think we would like our administrator to have the opportunity to strike the best deal he could. I mean, let's give him a ..

Mr. Foltz: Okay, that said, and I agree. What, can we get together later this week, after, after work, 4- 4:30, doesn't have to be at 7, so - so we can take care of a vacation problem? People are on vacation ...inaudible...

Mr. Lane: I can't at 4:30, but I could probably be here by 6, 5:30 or 6.

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Mr. Foltz: Which days?

Mr. Lane: Almost any night, Wednesday, Thursday. I couldn't be here till 7 on...

Mr. Foltz: Thursday?

Mr. Lane: ...Friday.

Mr. Foltz: Is Thursday agreeable?

Mr. Snyder: Thursday's not good, I, Wednesday or Friday is good for me.

Mr. Foltz: Is Friday good, or are you guys leaving for the weekend?

Mr. Lane: No, Friday I could be here by 6.

Mrs. Hines: I was supposed to leave Wednesday morning to go back on vacation, but I will do whatever needs to be done.

Mr. Lane: 'Cause we need 24 hours, right?

Mrs. Magel: Susie, your vacation's already been...

Mr. Snyder: Let's just do it Wednesday evening – do it Wednesday evening.

Mrs. Hines: What's that...

Mr. Foltz: Let's do it Wednesday then, that'll give us enough time, we'll know yes or no. Is Wednesday okay at 6? Or any earlier?

Mr. Lane: Inaudible... 6, 6:30.

Mrs. Hines: I can go anytime ...inaudible...

Mr. Lane: Susie wants it at 6 a.m.

Mr. Foltz: I'd say it can be 4:30 for all I care.

Mr. Repace: Okay you're looking at me, it's fine with me because I'm gonna bring something else up for a special meeting, so it don't matter.

Mr. Foltz: Time, Member Lane, 4:30?

Mr. Snyder: I think the Clerk has something...

Mr. Lane: No, it would have to be about 5:30 or 6, so...

Mr. Foltz: Okay. Yes ma'am?

Mrs. Kalpac: Special, special committee and special council?

Mr. Foltz: I don't know if we need a committee. Yes we - I guess we'll have to.

Mrs. Kalpac: Okay.

Mr. Foltz: We'll have to discuss it.

Mrs. Magel: I'm not making any time commitments for a while. I mean, day by day, I'll let you, you know, if there's a time, I'll let you know. If I can or can not be there.

Mrs. Kalpac: Okay.

Mr. Snyder: 6:30 ...inaudible...

Mrs. Magel: So, just depending on..

Mr. Snyder: 6:00?

Mr. Foltz: 6:00?

Mr. Lane: 6:00?

Mr. Foltz: 6:00 Wednesday for sure. We haven't even voted on the ordinance yet, I don't think we've read it. So, I guess..

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Mrs. Kalpac: You going to table...

Mr. Foltz: Long time ago

Mr. Snyder: I move, Mr. President...

Mr. Foltz: do we...

Mr. Snyder: I move we table the ordinance (Ordinance No. 97-06) till Wednesday.
Mr. DeOrio: Second.

Mr. Lane: I forgot ...inaudible... we were...
Mrs. Kalpac: Repace

Mr. Repace: What - what - what's the - what are we voting on now?

Mr. Snyder: To table.

Mrs. Kalpac: We're tabling the ordinance.

Mr. Foltz: We're tabling...

Mr. Repace: To table, yes, yes, yes

All members present voting:
Yes: Repace, Snyder, DeOrio, Foltz, Hines, Lane, Magel
No: 0

Mr. Snyder: If we stay any longer we won't have to reconvene, we'll wait here.

Mr. Lane: Inaudible... Main Street ...inaudible...

19. Mr. Foltz: Okay, next do I have a motion to read by title only Ordinance No. 98-06.

Mr. DeOrio moved and Mr. Lane seconded to **read by title only, first reading** of Ordinance No. 98-06. All members present voting:
Yes: Snyder, DeOrio, Foltz, Hines, Lane, Magel, Repace.
No: 0

Ordinance No. 98-06 – 1st Reading – Personnel & Safety

An ordinance adopting a Countywide Natural Hazard Mitigation Plan ("CNHM Plan") in the City of North Canton, and declaring the same to be an emergency.

Mr. Foltz: Chairperson Hines.

Mrs. Hines: Well this, this is a, a plan that the county devises and this is a way of a getting funds back in case there is a problem, and since we need to do this before another problem with the water, because this is to get money - funds back through FEMA. So, I ask that it be on emergency.

Mr. Foltz: So do I have a motion to adopt the first reading of Ordinance No. 98-06?

Mr. DeOrio moved and Mr. Repace seconded to **adopt the first reading** of Ordinance No. 98-06. All members present voting:
Yes: DeOrio, Foltz, Hines, Lane, Magel, Repace, Snyder
No: 0

Mr. Foltz: We have a motion to suspend the rules for Ordinance No. 98-06.

Mrs. Hines moved and Mr. DeOrio seconded to **suspend the rules** for Ordinance No. 98-06. All members present voting:
Yes: Foltz, Hines, Lane, Magel, Repace, Snyder, DeOrio.
No: 0

Mr. Foltz: May I have a motion to **adopt under the suspension** of the rules Ordinance No. 98-06?

Mr. Lane moved and Mr. DeOrio seconded to adopt under suspension of the rules Ordinance No. 98-06. All members present voting:
Yes: Hines, Lane, Magel, Repace, Snyder, DeOrio, Foltz.
No: 0

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20. Mr. Foltz: May I have a motion to read by title only the first reading of Resolution No. 99-06?

Mr. DeOrio moved and Mr. Lane seconded to read by title only the first reading of Resolution No. 99-06. All members present voting:

Yes: Lane, Magel, Repace, Snyder, DeOrio, Foltz, Hines.

No: 0

Resolution No. 99-06 – 1st Reading – Finance & Property

A resolution adopting the Budget of the City of North Canton, Ohio, for the year 2007, and declaring the same to be an emergency.

Mr. Foltz: Chairman DeOrio.

Mr. DeOrio: This one is the subject matter of our public hearing. And is the budget that needs to get down, the tax budget needs to get down to the appropriate authorities. And I move for passage of Resolution No. 99-06.

Mr. DeOrio moved and Mrs. Magel seconded to **adopt the first reading** of Resolution No. 99-06. All members present voting:

Yes: Magel, Repace, Snyder, DeOrio, Foltz, Hines, Lane.

No: 0

Mr. Foltz: May I have a motion to suspend the rules for December, Resolution, excuse me, No. 99-06.

Mr. DeOrio moved and Mr. Repace seconded to **suspend the rules** for Resolution No. 99-06.

All members present voting:

Yes: Repace, Snyder, DeOrio, Foltz, Hines, Lane, Magel.

No: 0

Mr. Foltz: May I have a motion to adopt under the suspension of rules for Resolution No. 99-06?

Mr. DeOrio moved and Mrs. Magel seconded to **adopt under the suspension of rules** Resolution No. 99-06. All members present voting:

Yes: Snyder, DeOrio, Foltz, Hines, Lane, Magel, Repace

No: 0

21. Mr. Foltz: May I have a motion to read by title only the first reading of Ordinance No. 100-06?

Mr. DeOrio moved and Mr. Snyder seconded to **read by title only the first reading** of Ordinance No. 100-06. All members present voting:

Yes: DeOrio, Foltz, Hines, Lane, Magel, Repace, Snyder.

No: 0

Ordinance No. 100-06 – 1st Reading – Finance & Property

An ordinance authorizing the Mayor of the City of North Canton, Ohio, through the Board of Control, to enter into a contract with a financial institution that has been designated as the central depository for active funds for the City of North Canton pursuant to Ordinance No. 81-97 for the period commencing January 1, 2007 and terminating December 31, 2009.

Mr. Foltz: Chairman DeOrio.

Mr. DeOrio: Pretty self explanatory, we do this every few years, and it allows us to find the financial institution that will treat us right. And I move for passage of Ordinance No. 100-06.

Mr. DeOrio moved and Mr. Lane seconded to **adopt the first reading** of Ordinance No. 100-06. All members present voting:

Yes: DeOrio, Foltz, Hines, Lane, Magel, Repace, Snyder.

No: 0

22. Mr. Foltz: May I have a motion to read by title only the first reading of Ordinance No. 101-06?

Mr. DeOrio moved and Mr. Snyder seconded to **read by title only the first reading** of Ordinance No. 101-06. All members present voting:

Yes: Foltz, Hines, Lane, Magel, Repace, Snyder, DeOrio.

No: 0

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Ordinance No. 101-06 – 1st Reading – Finance & Property

An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, Ohio, to be appropriated from the unappropriated balance of the General Fund to the Swimming Pool Maintenance of Facilities Account in the amount of \$21,000.00 for the current expenses during the fiscal year ending December 31, 2006, and declaring the same to be an emergency.

Mr. Foltz: Chairman DeOrio.

Mr. DeOrio: I'll allow the Administrator to bring us up to speed on any developments since the last meeting.

Mr. Wise: Yes, I did speak with an individual by the name of Scott Bloom today, he works for the company who will be replacing the boiler. I called him to find out if he had any word on, if in fact, the environmental, I'm sorry, the energy kit had been shipped yet. It has not been shipped yet, and the company in Texas gave him a ship date of the 20th of July. When I spoke with them last week, and I, I spoke with him I believe on Monday before our committee meeting, they talked with the place in Texas, they said it would be five to seven days to ship it and get it here. We then talked about having it installed by this individual who was supposed to be back from vacation tomorrow, and his plan is to have this as his first job back from, from vacation. I then called them on Wednesday after the 4th of July holiday, after our July 3rd committee meeting. I - I told him to go ahead and order it. We talked about, again, it being here hopefully in five to seven days, it was going to be an \$800 shipping charge that, again, this individual, I think by the name of Frank, is going to be here to install it when the kit gets delivered to their rigger. The rigger is the person who comes in and takes the old piece old and puts the new piece in, they bring a mobile crane I believe. I was able to get a hold of him today. I called him in the morning, left him a voice mail, I called him back about 3, about 4:00, whatever time we got back. And he indicated to me at that point that he had reached the shipper and they were going to ship it on the 20th. I asked him to get back with them, and get a hold of me as early as possible if there's any way they can get it shipped sooner. If there was more of a shipping charge to let me know what that would be to get it here on a more expedited basis. And I haven't, he has my cell phone, but I have not heard back from him since probably 4:15 or so.

Mr. DeOrio: Very good. Thank you. I would move for a passage of Ordinance No. 101-06.

Mr. DeOrio moved and Mrs. Hines seconded to **adopt the first reading** of Ordinance No. 101-06. All members present voting:

Yes: Foltz, Hines, Lane, Magel, Repace, Snyder, DeOrio.

No: 0

Mr. Foltz: May I have a motion to adopt the first reading under suspension rules (suspend the rules) Ordinance No. 101-06?

Mr. DeOrio moved and Mr. Snyder seconded to **suspend the rules** for Ordinance No. 101-06.

All members present voting:

Yes: Hines, Lane, Magel, Repace, Snyder, DeOrio, Foltz.

No: 0

Mr. Foltz: May I have motion to adopt under the suspension of the rules for Ordinance No. 101-06?

Mr. Snyder moved and Mr. DeOrio seconded to **adopt under the suspension of the rules** Ordinance No. 101-06. All members present voting:

Yes: Lane, Magel, Repace, Snyder, DeOrio, Foltz, Hines.

No: 0

23. Mr. Foltz: Next may I have a motion to read by title only the first reading of Ordinance No. 102-06.

Mr. DeOrio moved and Mrs. Magel seconded to **read by title only the first reading** of Ordinance No. 102-06. All members present voting:

Yes: Magel, Repace, Snyder, DeOrio, Foltz, Hines, Lane.

No: 0

Ordinance No. 102-06 – 1st Reading – Community & Economic Development

Ordinance No. 102-06 amending Ordinance No. 73-06, acceptance ordinance for the annexation of certain territory, known as the Chambers/Pittsburg Annexation, containing 4.815 acres of land, more or less, in Plain Township to the City of North Canton, specifically Section 1, Legal Description, to correct a clerical error in said legal description, and declaring the same to be an emergency.

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Mr. Foltz: Chairman Repace.

Mr. Repace: There was an error in the legal description, a clerical error in the legal description, under the - under the old ordinance, so under this current ordinance, what we'd like to do is get this passed on an emergency tonight so that the Law Director can continue completing this annexation.

Mr. Foltz: With that, may I have a motion to adopt the first reading of Ordinance No. 102-06?

Mr. DeOrio moved and Mrs. Hines seconded to **adopt the first reading** of Ordinance No. 102-06. All members present voting:

Yes: Repace, Snyder, DeOrio, Foltz, Hines, Lane, Magel.

No: 0

Mr. Foltz: May I have a motion to suspend the rules for Ordinance No. 102-06?

Mr. DeOrio moved and Mr. Snyder seconded to **suspend the rules** for Ordinance No. 102-06. All members present voting:

Yes: Snyder, DeOrio, Foltz, Hines, Lane, Magel, Repace.

No: 0

Mr. Foltz: May I have a motion to adopt under the suspension of the rules Ordinance No. 102-06?

Mr. Lane moved and Mr. Snyder seconded to **adopt under the suspension of the rules** Ordinance No. 102-06. All members present voting:

Yes: DeOrio, Foltz, Hines, Lane, Magel, Repace, Snyder.

No: 0

24. Mr. Foltz: Next, may I have a motion to waive the rules of council to include Ordinance No. 103-06 without a committee report?

Mr. Lane moved and Mr. DeOrio seconded to **waive the rules of council** to include Ordinance No. 103-06 without a committee report. All members present voting:

Yes: Foltz, Hines, Lane, Magel, Repace, Snyder, DeOrio.

No: 0

Mr. Foltz: Next may I have a motion to read by title only the first reading of Ordinance No. 103-06?

Mr. DeOrio moved and Mrs. Magel seconded to **read by title only the first reading** of Ordinance No. 103-06. All members present voting:

Yes: Hines, Lane, Magel, Repace, Snyder, DeOrio, Foltz.

No: 0

Ordinance No. 103-06 – 1st Reading – Water, Sewer & Rubbish

Ordinance No. 103-06, authorizing the Mayor of the City of North Canton to enter into an Agreement by and between the City of North Canton ("City") and the Board of Stark County Commissioners ("County") for the Community Development Block Grant ("CDBG") funding in the amount of \$109,500 for the Emerson Street NW Waterline Improvement Project ("Project"), and declaring the same to be an emergency.

Mr. Foltz: Chairperson Magel.

Mrs. Magel: Yes, this was the subject of our ... special committee meeting at 6:30. This concerning the grant fund for the Emerson, and I believe we had all, after we had many questions to be answered, we had agreed that we would put this on tonight for an emergency so that Eric could get the funds. And, but understanding it would be on the '07 budget.

Mr. Foltz: With that, may I have a motion to adopt the first reading of Ordinance No. 103-06?

Mr. DeOrio moved and Mrs. Hines seconded to **adopt the first reading** of Ordinance No. 103-06. All members present voting:

Yes: Lane, Magel, Repace, Snyder, DeOrio, Foltz, Hines.

No: 0

Mr. Foltz: May I have a motion to suspend the rules of Ordinance No. 103-06?

Mr. Lane moved and Mr. DeOrio seconded to **suspend the rules** of Ordinance No. 103-06. All members present voting:

Yes: Magel, Repace, Snyder, DeOrio, Foltz, Hines, Lane.

No: 0

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Mr. Foltz: Next may I have a motion to adopt under the suspension of the rules for Ordinance No. 103-06?

Mr. DeOrio moved and Mrs. Magel seconded to **adopt under the suspension of the rules** Ordinance No. 103-06. All members present voting:

Yes: Repace, Snyder, DeOrio, Foltz, Hines, Lane, Magel.

No.: 0

Mr. Foltz: Before we get into reports, one question I had for the Administration, Mayor, everybody. We've gone through a turbulent summer season here with storms and so forth. Usually I'm watching T.V. whether it's an intelligent idea or not, I don't know, when tornadoes are in the area, they break it down, they can tell you what street, and depending on what channel you are watching, probably take cover in the basement as need be. That's what I do. But what I'm hearing from a lot of residents is they don't hear a tornado siren at all. Where it goes off in other neighboring communities, whatever activates that. I think we brought it to - on the floor of council before, but is there a way you can check that? When it does run, I'm hearing at least my end, the northwest section of town; that some of the residents are not hearing that at all, when it supposedly goes off. I don't know exactly when it's tested here; I'm usually at work, my other job.

Mr. Snyder: Monday, first Monday of the month.

Mrs. Magel: At, at noon.

Mr. Foltz: It, but it does go off and is there a way we could put somebody out in the northwest end to check that it is heard in that segment of the, our community?

Mr. Wise: Each time that it's tested they have, whether it's police officers or street, other city employees at the signals, to make sure that they do go off...

Mr. Foltz: Okay.

Mr. Wise: and they report back if they do not go off

Mr. Foltz: They go out, spread out in our community ...

Mr. Wise: Right.

Mr. Foltz: and they report back whether it is heard or not.

Mr. Wise: I've been told that, had a call from somebody who was in a doctor's office, I believe off or Schneider Road, and they indicated that the - the people in the doctor's office could not hear the tornado siren. It's been indicated to me that the tornado siren may or may not be heard by anyone in a residence, or in a structure, it's - it's in fact for those people who are outside. Now unless you increase the sound of the tornado warning, I don't think there's any guarantee, nor is it my understanding that it was intended to make sure everybody in every structure heard it. That's my understanding. But they do in fact have someone stationed at or near each siren to make sure that they do go off when it's tested.

Mr. DeOrio: If I could dove-tail on that...

Mr. Foltz: sure.

Mr. DeOrio: Member Foltz. Being that I live in the furthest northwest corner of Ward 1, this has been the subject of spirited discussion between my wife and I, so this could really help resolve this for me. But I was, when they were testing it one day, I happened to be on the phone with a resident of Ward 4. I could hear through the phone the siren going off. I couldn't hear it, I was in my house, but I went outside in my backyard, which would have been facing that direction.

Mr. Foltz: Yes.

Mr. DeOrio: I could not hear it. At all. So I would agree with you that there are issues there.

Mr. Foltz: I brought it up before I'm glad that, you know, your testimony here is being outside while the alarm was going off. Is there a way we can increase the capacity of volume on that? Do we need to place additional ones throughout the city, if Ward 1's an issue, or any of the wards, I would very much support us moving forward as quickly as possible.

Mr. Wise: Yea I don't - does anyone know where the siren in the northwest section is, if there is one? I - I just don't know.

Mr. Snyder: Right up here, on top of the City Hall.

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Mr. Wise: It's - it's functions for this one? Okay.

Dave Lindower (identified by Clerk; speaking from the audience): The Dogwood pool.

Mr. DeOrio: Yea there's one ...inaudible...

Mr. Snyder: There's one at Dogwood pool too, yea.

Mr. Wise: For the northeast.

Mr. Lindower: You've got the Dogwood and then you've got one at Price Park.

Mr. Wise: Right, that would be southeast, or southwest and northeast, and anything that would cover the northwest is here at City Hall

Mrs. Hines: And Orchard...

Mrs. Magel: You got one at Walsh too.

Mrs. Hines: Orchard Hill has one.

Mr. Lindower: Orchard Hill ...inaudible... and Walsh College ...inaudible...

Mrs. Magel: Yea, Walsh College.

Mr. Foltz: So I think we're lacking in northwest area.

Mr. Wise: Right, but...

Mr. Foltz: I mean, the one here at City Hall that's more directed towards the immediate square area.

Mr. Snyder: Well that area, we only..

Mr. Foltz: I mean, we're gonna pick some of it up but I don't think...

Mr. Snyder: Since we last bought a siren I think they were like 12, 15,000 dollars. We annexed all that area. That area was not actually in the City when we bought the last siren to service that northern quadrant. Yea, we've annexed that whole area. Probably have not addressed the issue of a siren up there.

Mrs. Hines: Well...

Mr. Foltz: Well, understand, but there's still Applegrove is bad...inaudible...

Mr. Snyder: Yea...

Mrs. Hines: Well I ...inaudible...

Mr. Foltz: I'm hearing from my neighbors that they don't hear it.

Mrs. Hines: There was a man who came and spoke that he did not hear the one from Orchard Hill School. And this was a year or so ago. And I think it had to do with where you sat or where the wind blew because it woke me up out of a sleep because I heard it. Now I'm not really too far from there, he was farther. So I think maybe someone needs to check as to where you actually hear the various sirens...

Mr. Foltz: Right.

Mrs. Hines: because he said it didn't go off and I knew it had.

Mr. Foltz: Well I agree with that. If we don't have a siren on the western side of our city...

Mr. DeOrio: We don't.

Mr. Foltz: its on, and the wind, ferocious winds are moving east, we're in the wrong spot to even hear it. You're gonna hear it down wind, you're not gonna hear it...

Mrs. Hines: Right, you gotta have...

Mr. Foltz: ...behind the wind.

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Mrs. Hines: ...Enough sirens around.

Mr. Foltz: You're talking maybe 60-70 mile an hour winds. So, I appreciate you looking into that, and we need to buy one, I'm more than willing to support that, I'm sure everyone will on emergency basis find some kind of money to update our system.

Mrs. Magel: Ward 2 hears it very well and the newest one was Walsh, and I happen to be walking around with flyers at Washington Square and it was surprisingly loud. And I live about the furthest that I can before that siren, and I hear it perfectly. So, I would support that all residents hear it as well ...

Mr. Foltz: Absolutely.
Mrs. Magel: as Ward 2.

Mr. Snyder: A point of order, Mr. President, if I may...
Mr. Foltz: Okay.

Mr. Snyder: we need a vote of Council to have a special meeting, otherwise the police have to deliver the packets.

Mr. Foltz: Okay, we have a ...

Mr. Lane: I think Jim indicated he may have something else, why don't we wait until we're done.

Mr. Snyder: We still need a motion for the meeting. As far as the ...

Mr. Lane: Oh, as far as content...

Mr. Snyder: Agenda..

Mr. Lane: you don't need...
Mr. Snyder: Yea, you don't need that set by the president.

Mr. Lane: Oh, Okay. Well I would, I would vote for that.
Unidentified: Oh, okay.

Mr. Lane: What was that? 6 o'clock on Wednesday?

Mr. Foltz: 6 o'clock, which is two days from - Wednesday, July 12th 6 o'clock for a committee meeting. And then a council meeting 6:10. Think that would give us enough time, hopefully? Do we need a little longer, do you think? So...

Mr. Repace: Probably will.
Mrs. Magel: If tonight was any indication...

Mr. Repace: Depends. It's gonna take more...

Mr. Foltz: Well, 6:30, we can always suspend the council, I mean, 6:15, we can always suspend the council. Week before we come back.

Mr. Foltz: Member Lane?
Mr. Lane: Yes.

Mr. Foltz: Snyder?
Mr. Snyder: Yes.

Mr. Foltz: DeOrio?
Mr. DeOrio: Yes.

Mr. Foltz: Member Hines?
Mrs. Hines: Reluctantly, yes.

Mr. Foltz: Member Repace?
Mr. Repace: Yes.

Mr. Foltz: Member Magel?
Mrs. Magel: Yes.

Mr. Foltz: Member Foltz is yes.

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Minutes of

COUNCIL OF THE CITY OF NORTH CANTON

REGULAR

Meeting

DAYTON LEGAL BLANK, INC., FORM NO. 10148

Held Monday, July 10, 7:00 p.m. 20 06

REPORTS:

Mr. Foltz: With that done, we'll go to reports from Director of Law?

Mr. McFarren: None.

Mr. Foltz: Director of Finance?

Mrs. Herr: I just wanted to give a brief update on our income tax collections through the end of June. As I had mentioned on several occasions our withholding tax, I knew it was going to be down because of the change in the timing of our payments. Our withholding collections are down \$465,000 from this point last year. But again, that was expected because of our changing in the due dates. However, our business and individual returns, as compared to last year at this time are up by about \$142,000. So, some bad news ...

Mr. Foltz: some good news.

Mrs. Her: and some good news. So...but the bad news was expected. That's all.

Mr. Foltz: City Administrator?

Mr. Wise: Yes, there was quite a bit of discussion about this earlier during public speaks, but there have been a number of rain events which has caused drainage issues or flooding, the Zimmer Ditch of course, but many other areas. We have been taking a look at a number of those, have gotten reports from not every individual council member, but quite a few with regard to issues in their area or where they notice it. We have been taking a look at those. Many of these issues involve issues on private property. That's something that ... you know, will have to be addressed. But we are taking a look at those. Some of the - there's a, there's a bad area down on South Main Street right at Mississippi. Mr. Benekos and I were actually down there today. There's photographs from that water flowing into Main Street and actually overflowing the curb at Ro's Ice Cream stand. It's - it's hard to believe if you go down and look at it when it's dry that water could get that high there, but it does. It overflows the curb and it's three or four more inches deep in front of Ro's Ice Cream stand, and then it runs down towards that plaza there. A lot of that water which we saw today was brown, muddy water coming from Bonnett Street. Now Bonnett Street is being done, and it's going to have a storm sewer with curb and gutter and that will hopefully eliminate a lot of that water coming from there. The South Main Street streetscape which is, I guess, Main construction schedule for 2007, will hopefully address some of that issue as well. That's - that's one issue. There are a lot of problems where there are no storm sewers in the section of the city. That's an issue that we can't easily - easily remedy but there are a number of issues and we are in fact taking a look at those and seeing if there's anything we can do at this point. So, if you have any issues that you haven't brought to my attention or ...inaudible... things come up, please don't hesitate to do that.

Mr. Foltz: One positive thing I'll add is at least Dick Fano hasn't been up here talking about Main Street. So that's a - that's a

Dick Fano (identified by Clerk, speaking from audience): Main Street works fine.

Mr. Foltz: That's very good to hear. Alright, 'cause you were up here enough times earlier discussing that situation, just glad you're not up here anymore doing it. So...

Mr. Snyder: We miss you Dick.

Mr. Foltz: Yea. There'll be, there'll be other issues ...inaudible... I'm sure you'll come up with something. Alright, Mayor Held.

Mayor Held: Yes, two things. The first is that a lot of you have already seen that we've opened up South Main Street and Jim Benekos and Earl Wise, would like to thank them - They've done a real nice job working with the contractor to get this done. We do have two lanes open, one north, one south, and there's a left turn lane that is on Everhard. And functionally there is a right turn lane that's available on South Main. Secondly, in the event that we do have a weather related emergency in North Canton, which we had the tornado back I think it was in 2002. Typically the way that we handle it here on a local level and the way they handle it throughout the county is that it's the local community that is the first, obviously, the first responders. And our street department will move out and make sure that all the roads are open. But they will remove the debris from the, from the right of way, and anything else that falls into the resident's home, it's the responsibility of the home owner. In addition to that, typically if the home owner is to take the debris out to the curb, we have historically, and we will intend to in the future, pick up all of the debris. So really, it's the responsibility of the home

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owner to get it out to the curb and then at that point the city will work to dispose of that. We are going to be working with the county and all the other various political subdivisions throughout Stark County to make sure that we have a cooperative effort. In the event that there's another community such as Brewster that was ... hit really hard, you had Jackson Township that went down and they had assisted and certainly we can do the same here to help other communities that are in need. Or if, if we're in the unfortunate situation where we need assistance, certainly we would welcome that assistance also. That's all.

Mr. Foltz: Okay, thank you Mayor. City Engineer.
Mr. Benekos: No report.

Mr. Foltz: Gail?

Mrs. Kalpac: I'm just glad Elaine's here because we're going on three tapes. So...
Mrs. Magel: Oh geez.

Mr. Foltz: That was my comment. When does Elaine start?

Mrs. Kalpac: Not soon enough.
Mr. Snyder: She quit already.

Mr. Foltz: Tomorrow morning?
Mrs. Kalpac: No, tomorrow morning.

Mr. Snyder: She probably resigned already.
Mr. Lane: She's done.

Mr. Foltz: The sooner the better.
Mrs. Magel: Give her the tapes tonight.
Mr. Foltz: They're not all this long, Elaine, so let's not scare you the first, your first meeting here. So...

Mrs. Kalpac: You'll get definitely used to voices.

Mr. Snyder: This is a relatively short meeting.

Mrs. Kalpac: Yea.

REPORTS – COUNCIL:

Mr. Foltz: Member Lane.

Mr. Lane: I don't have much, just thank you to E.J. and the Administration for following up on some of my concerns and the people that have called me. And also for clarifying, Mayor, the, the debris situation, 'cause the last Administration we had some questions on that and, and had some problems along those lines where people were leaving them out there and we weren't picking it up. So you're saying if a tree falls, or branches I should say, a tree you're going to have a professional come in. But if there's some debris and some other things from a storm, you can put it on the curb and we will pick it up.

Mayor Held: Yes.

Mr. Lane: Okay, thank you. That's it.

Mr. Snyder: Yea, again, South Main is very nice. The lights standards, the street, that contractor did an exemplary job and they should know that it's well appreciated. I know Mr. Lane and myself would appreciate it being open...

Mr. Lane: On time.

Mr. Snyder: ...and it flows very nicely and it's very nice. And then you told me they're going to pour curbs at Bonnett this week?

Mr. Benekos: On Bonnett, they're looking to pour curbs either later this week or next week. We'll see how the weather's affecting them.

Mr. Snyder: Well the rain probably killed them.

Mr. Benekos: Right.

Mr. Snyder: And then they'll put the first surface of asphalt....

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Mr. Benekos: Yea, following that. What they'll have to do at the curb is pour one side of the curb, and let it cure so that residents can park on the other side of the street...

Mr. Snyder: Oh ... 'cause they pour the approaches at the same time they pour the curb?

Mr. Benekos: Yea, so they'll do half the street, seven days later they'll come back, approximately seven days come back, pour the other side of the street. 'Cause there's no side streets nearby where residents...

Mr. Snyder: No, they'll park....

Mr. Benekos: ...can park, so...

Mr. Snyder: ...course,

Mr. Benekos: ...they can't get...

Mr. Snyder: they won't park on that street that, you won't find your car in the morning, I don't think. That's probably all mud by now. But they, do they pour the approaches at the same time?

Mr. Benekos: Well, they'll come back right away and pour the approaches and get those in. So...

Mr. Snyder: That's all I need. Thank you.

Mr. Benekos: Sure.

Mr. Foltz: Member DeOrio?

Mr. DeOrio: No report.

Mr. Foltz: Member Hines?

Mrs. Hines: I too, am very glad for that opening of South Main. ...Inaudible... go to the grocery store without too much trouble. And church. Thank you.

Mr. Foltz: Member Repace.

Mr. Repace: Okay, I have an economic development opportunity that could lead to a JEDD with Jackson Township. I've been working on this with Jackson Township since being appointed as chairman of the Economic Development Committee. This potential JEDD could be financially beneficial to the City of North Canton as well as Jackson Township. There're negotiations that would have to be conducted with Jackson Township, but in order to begin the negotiating process, we'll need to adopt an agreement that lays out the ground rules. Jackson Township also tonight, is discussing the proposed agreement at their township meeting. Where we're at this time, the document, we need a committee meeting to discuss the items listed within the document, and that's what we've been referring to all evening. I would ask that all council members attend and review in detail the proposed agreement on the ground rules. This is not the JEDD document, that will be negotiated if North Canton - Jackson Township adopt the ground rules. Therefore we need to hold a committee meeting and, and then possibly, you know we'll follow up with a regular meeting. So, Doug, Jon, you have anything you want to say or...

Mr. Snyder: No, I...

Mr. Lane: I know we were talking about this two years ago. Things were starting to get under way and I think they got a little side tracked for awhile on both sides of the fence. So, I appreciate you putting things back on track. Obviously we're going to need a lot of input from a lot of people. And I'm not sure, you're saying that if we have a committee meeting we talk about the agreement to agree, we would have to pass the agreement to agree? Or we could just do a resolution and let them know we have an interest? Or do we have to be binding? I guess that's where I'm headed.

Mr. Repace: Well I think, I think ...what we could do is probably pass a resolution so they could - would you know so we could get going on this. Because this is something that's probably going to have to lead to being on a ballot. So we'd like to really get this thing going and - and get it done as soon as possible because, like I say, this could be very financially beneficial to us if we could make this thing. And - and you had mentioned that this is something that you - you heard about in the past...

Mr. Lane: Oh yea, we talked about it last council.

Mr. Repace: Well this is something that former Mayor Tom Rice had started working on and I just kind of inherited this thing, and ...looking at the first I guess draft of this, you know, there

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were things that needed to be changed and you know, I want to thank Pat, Pat DeOrio's been working with me on this. He's been to several meetings with Jackson Township with me, and we've been talking about this thing and hopefully this is something that we would like to really get implemented and get going on. So....

Mr. Snyder: Are you.... going to hold a meeting, is this the committee or the whole council?

Mr. Repace: Well I, I

Mrs. Magel: You broke the machine.

Mrs. Kalpac: I'm going to have to get another tape, that tape won't work.

Mr. Snyder: You gotta reload?

Mrs. Kalpac: I gotta get another tape.

Mr. DeOrio: We finally did it. We've exhausted all the tapes.

Mr. Lane: We didn't even do that during the budget.

Mr. DeOrio: I didn't budget for any more tapes.

Mr. Snyder: We won't have a record for that.

Mr. DeOrio: That could be our new tornado warning.

Mr. Lane: Yea, there you go.

Mr. DeOrio: That's about it.

Mr. Lane: You've got dogs crying over it.

Mr. Snyder: Amplified

Mr. Lane: Way to go, not being prepared.

Mr. Repace: Well, I...inaudible... Okay, to answer your question, I'd like to have a regular council meeting after the committee meeting and I suppose have a - can you have a first reading at that time? Or...

Mr. Snyder: Everything...

Mr. Foltz: Oh, you're looking for a resolution. Right?

Mr. Lane: A resolution is...

Mr. Repace: Well, whatever's the ... best way to get the thing going.

Mr. Lane: because an ordinance would have to be drafted. Which would come ...

Mr. Repace: So, so a resolution...

Mr. Lane: after the committee meeting, so you're talking probably at least several days afterwards, right?

Mr. Repace: You guys are the senior people here; tell me what's the best way.

Mr. Snyder: What is it you want: ...you want a resolution to allow you to negotiate a JEDD, is that what you want?

Mr. Repace: That's what I would like to do, yes.

Mr. Foltz: We can put that on the committee for Wednesday.

Mr. Repace: We - we need to let Jackson Township know that we agree with the ground rules here.

Mr. Snyder: Alright well then I'd - you can have a committee meeting and pass a resolution stating that you agree in form to - to the submitted ground rules.

Mr. Repace: Okay.

Mr. Snyder: And then - then I don't know that we ever negotiated a JEDD. I don't know, I have no...

Mr. Repace: Well we're about to.

Mr. Snyder: I don't, I have, I don't know, I know the ... I don't know the rules or the obligation to it. So I wouldn't...

Mr. Lane: Plus the Administration would have to get involved and so would the Law Director and...

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Mr. Repace: No, I'm not, no I'm gonna, I'm gonna do the negotiating...

Mr. DeOrio: Well, the....

Mr. Repace: ... with Pat's help. ...

Mr. DeOrio: the Economic Development Director would be...

Mr. Repace: ...Administration is not going to do any negotiating.

Mr. DeOrio: have a lot of experience to bear on.

Mr. Lane: But I - I would think what I'm trying to say is, that side of the fence has to be represented as well, I would think.

Mr. Repace: We'll keep them informed.

Mr. Lane: Just from the rules. 'Cause we're obligating the city to something. So... I might be reading it wrong. I don't know. I'm just, just thinking out loud here, so...

Mr. Repace: Well, what, whatever the legal ...

Mr. DeOrio: ...Inaudible...that part first we've got to do...

Mr. Repace: way to do it is, we want to do it the legal way, so, maybe we can get that answer.

Mr. Lane: That's what, I guess that's where I'm headed...

Mr. Repace: But obviously the Mayor thinks something's comical over there 'cause he's chuckling but I don't think it's comical because they're not, you know ...

Mr. Lane: No, if Randy ...

Mr. Repace: ... I'm gonna do the negotiating.

Mr. Lane: can give us some guidance by ...

Mr. Foltz: Member...

Mr. Lane: Wednesday night we'll know. And then...

Mr. Foltz: Member Repace, why don't we ...

Mr. Lane: And make sure we're on the right track.

Mr. Foltz: confer with the Law Director and we can put it on for the committee meeting Wednesday if you'd so choose ...

Mr. Lane: Definitely.

Mr. Foltz: and start the process and see what other steps need to be taken to move this forward.

Mr. Repace: Well, from the Law Director, I want a legal answer on, on Doug's question 'cause we don't want to do anything that violates...

Mr. Foltz: Right.

Mr. Repace: You know...

Mr. Lane: Yea, I want to head down the path the right way...

Mr. Foltz: we can, we can discuss that after...

Mr. Lane: with no negativity.

Mr. Foltz: after this meeting. But we'll put it on ...

Mr. Lane: So do we want to do 6:45, would that be possible?

Mr. Foltz: Well, let - let me ask you, we need, probably need more time if this is going to be added too.

Mrs. Kalpac: If you just did the Committee of the Whole, starting at 6...

Mr. Foltz: Yes.

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Mrs. Kalpac: and then a special council meeting immediately following the Committee..

Mr. Foltz: Can we, can we...

Mrs. Kalpac: Yea, you can...

Mr. Foltz: ...do we need another role call to vote on that or are we okay?

Mr. Snyder: No, you're on the initial as long as the notice to the press reads...

Mr. Foltz: Okay.

Mr. Snyder: ...what your intentions are, you're covered.

Mr. Foltz: Everybody on council happy with that then? That's able to attend then? Okay very good, that's what we'll do then. Member Magel?

Mrs. Magel: Is it still 6:00?

Mr. Foltz: It's still 6:00 for the committee meeting, yes.

Mrs. Magel: Okay. ...I had two things for the Administration. I don't know if you got this letter from this Jeffrey Carr Construction about this ...

Mr. Foltz: Yea.

Mrs. Magel: wood smoke? It's about the third or fourth time he's come either to ... council or City or called or something. I notice in ... he says he will be coming in attendance. "I will be attending a council meeting to discuss further." If you would like to read this and ... what we do about...

Mr. Snyder: Well, it's a little difficult to do anything about that.

Mrs. Magel: wood smoke...

Mr. Snyder: First of all, anybody who has a fireplace has an inalienable right...

Mr. Foltz: Right.

Mr. Snyder: to burn wood. And you cannot legislate what people can do or can not do in their private residence.

Mrs. Magel: Is that what he's talking about? A fireplace?

Mr. Snyder: Talking about any type if wood.

Mr. Lane: Inaudible...wood burner, yea.

Mr. Snyder: And you don't have the authority under the higher advisory of the charter to legislate what somebody does inside their dwelling.

Mrs. Magel: Okay.

Mr. Snyder: And I don't think you should be fooling with that, truthfully.

Mr. DeOrio: When I - when I read it, Kathy. I initially though he was talking about fire pits. Like outside, but...

Mrs. Magel: Okay,

Mr. DeOrio: I read it a couple of times and he's talking about wood burners...

Mr. Lane: I think it's just the exhaust from the wood burners.

Mr. Foltz: Wood burners attached to furnaces.

Mr. DeOrio: ...to fire, yea.

Mr. Foltz: But, but it could be all encompassing to include a fireplace....

Mr. Snyder: Fireplace, but that ain't wood.

Mr. Foltz: ...Or -- that's - that's the danger here.

Mrs. Magel: Okay, Well then let's get down to specifics what he's talking about ...

Mr. Snyder: Yea, that's what he's talking about.

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Mrs. Magel: ...so we he's a constituent of Ward 2 and I'd just like to have some kind of an answer. And Earl, ...

Mr. Snyder: ... inaudible...burning wood ...inaudible

Mrs. Magel: I'll be calling this Mike Olenski, who came up to speak about Wilbur. And then after I do then I'd like to - will call you. I - I am not aware of this situation, so I'll have to take a look at it.

Mr. Foltz: Okay, anything else Member ...inaudible...

Mrs. Magel: well, I only have one other thing before you gavel this meeting. See if you really take this gavel and if you really hold it, and you get this wrist action, and you hit it right in the middle, you can really have a ...

Mr. Lane: She can make that thing sing.

Mr. Foltz: You break windows?

Mrs. Magel: you can break windows, ...

Mr. Repace: Ear drums, ear drums too.

Mrs. Magel: and ear drums.

Mr. Foltz: It's probably louder than our tornado siren in Ward 1 when she does it.

Mr. Lane: I think we need tonight to wake us back up.

Mrs. Magel: the one thing, don't ask me how I know that.

Mr. Snyder: Inaudible...we haven't been here this late in awhile.

FINAL CALL FOR NEW BUSINESS:

Mr. Foltz: Okay. Final call for new business from Council, Administration. Alright, seeing none, motion to adjourn.

ADJOURN:

Mr. DeOrio: so moved.

Mr. Lane: Please.

Mrs. Magel: second?

Mr. Foltz: Is there a second?

Mrs. Hines: Second.

Mr. DeOrio moved and Mrs. Hines seconded to **adjourn the meeting**. All members present voting:

Yes: Repace, Snyder, DeOrio, Foltz, Hines, Lane, Magel.

No: 0

The meeting adjourned at 9:49 p.m.

ATTEST:

Gaie M. Kalpac
CLERK OF COUNCIL

[Signature]
PRESIDENT OF COUNCIL