



145 North Main St. · North Canton, OH 44720

Phone: 330-499-3986 Fax: 330-499-2080

citycouncil@northcantonohio.com

CITY OF NORTH CANTON COUNCIL OFFICE

NOTICE OF MEETINGS

President of Council
Jon Snyder

Vice President of Council
Marcia Kiesling

Council at Large
Mark Cerreta

Council at Large
Dan Griffith

Councilman, Ward 1
Doug Foltz

Councilman, Ward 2
Daniel Peters

Councilwoman, Ward 3
Stephanie Werren

Mr. Daniel Peters, Chairman of the Personnel & Safety Committee of North Canton City Council, has requested a meeting of said Committee Members, Council, Mayor, Director of Administration, Director of Law, and Director of Finance, **Monday, June 17, 2013 at 6:00 p.m.** in the Council Chambers at North Canton City Hall.

The meeting will be called to order and then moved into executive session to consider the compensation of a public employee or official. The executive session will not be open to the public.

A representative from Northeast Ohio Public Energy Council (NOPEC) will give a presentation on electric aggregation, Monday, June 17, 2013 at 6:45 p.m. in the Council Chambers at North Canton City Hall.

The meeting will be open to the public.

Committee of the Whole Meeting Agenda **Monday, June 17, 2013 – 7:00 p.m.**

North Canton City Council will meet as a Committee of the Whole **Monday, June 17, 2013 at 7:00 p.m.** in the Council Chambers at North Canton City Hall.

Items will be discussed as time allows, not necessarily in the order indicated.

1. Personnel & Safety Committee

Chairman: Daniel Peters
Vice Chairman: Jon Snyder
Member: Mark Cerreta

Compensation re Public Employees or Officials
Daniel Peters

2. Finance & Property Committee

Chairman: Jon Snyder
Vice Chairperson: Marcia Kiesling
Member: Dan Griffith

- a. Mayor's Court Receipts – May, 2013
Jon Snyder
- b. Discussion – Main Street Brick Walls
Jon Snyder
- c. Revised Agreement re Supplemental Sewer
Jon Snyder

Gail M. Kalpac
Clerk of Council

6/13/13-gmk

c: Council, Director of Law
Mayor, Director of Administration
Director of Finance, City Engineer
Director of Permits & Development
Police Chief, Fire/EMS Chief
Press

Bank.	Account	Description.....	Beg-Mo-Bal..	Mtd-Receipts	Mtd-Withdr..	Mtd-Adjust..	Balance....
CS	10%B	10% BOND	0.00	0.00	0.00	0.00	0.00
CS	B	BOND	0.00	0.00	0.00	0.00	0.00
CS	BC	BANK CHARGES	0.00	0.00	0.00	0.00	0.00
CS	CC	COURT COSTS	0.00	8564.57	8564.57	0.00	0.00
CS	COMP	COMPUTER ACCOUNT	0.00	599.00	599.00	0.00	0.00
CS	CTCOP	CERTIFIED COURT COPY	0.00	0.00	0.00	0.00	0.00
CS	EXP	CITY EXPUNGEMENT ACCT	0.00	0.00	0.00	0.00	0.00
CS	EXPS	EXPUNGEMENT TO STATE	0.00	0.00	0.00	0.00	0.00
CS	GR	GENERAL REVENUE	0.00	0.00	0.00	0.00	0.00
CS	IDAC	INDIGENT ALCOHOL	0.00	154.50	154.50	0.00	0.00
CS	IDSF	Indigent Defense Support Fund	0.00	2627.50	2627.50	0.00	0.00
CS	INT	MONTHLY BANK INTEREST	0.00	0.55	0.55	0.00	0.00
CS	LOCDFT	LOCAL DEFAULT	0.00	0.00	0.00	0.00	0.00
CS	MVCC	MOVING VIOLATION COURT COST	0.00	360.50	360.50	0.00	0.00
CS	OF	ORDNCE FINE	0.00	3405.50	3405.50	0.00	0.00
CS	OP	OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00
CS	OTHDFT	OTHER DEFAULT	0.00	0.00	0.00	0.00	0.00
CS	PHONE	AT & T STMT	0.00	0.00	25.34	25.34	0.00
CS	RELFFEE	FORFEITURE RELEASE FEE	0.00	0.00	0.00	0.00	0.00
CS	SBD	SEAT BELT DRIVER STATE FINE	0.00	610.00	610.00	0.00	0.00
CS	SBP	SEAT BELT PASSENGER STATE FINE	0.00	20.00	20.00	0.00	0.00
CS	SC	NSF SERVICE CHG	0.00	0.00	0.00	0.00	0.00
CS	SF	STATE FINE CHILD RESTRAINT	0.00	0.00	0.00	0.00	0.00
CS	STDFT	STATE DEFAULT	0.00	2.50	0.00	-2.50	0.00
CS	VC	VICTIM CRIME	0.00	965.50	968.00	2.50	0.00
***			0.00	17310.12	17335.46	25.34	0.00
***			0.00	17310.12	17335.46	25.34	0.00

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NORTH CANTON, OHIO

Bank. Beg-Mo-Bal.. Mtd-Receipts Mtd-Withdr.. Mtd-Adjust.. Balance.....

CS	0.00	17310.12	17335.46	25.34	0.00
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***	0.00	17310.12	17335.46	25.34	0.00
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ACCOUNT	NAME	AMOUNT
CC	COURT COSTS	6,641.00
COMP	COMPUTER ACCOUNT	599.00
IDAC	INDIGENT ALCOHOL	154.50
IDSF	Indigent Defense Support Fund	2,627.50
MVCC	MOVING VIOLATION COURT COST	360.50
OF	ORDNCE FINE	3,405.50
SBD	SEAT BELT DRIVER STATE FINE	610.00
SBP	SEAT BELT PASSENGER STATE FINE	20.00
STDFT	STATE DEFAULT	2.50
VC	VICTIM CRIME	965.50
	TOTAL	15,386.00

Trans#	Name	Date	Check	Bank	Amount	Accts Dist	Amts
	CMC CANTON MUNICIPAL COURT	06-11-13	001993	CS	154.50	IDAC	154.50
	CITY CITY OF NORTH CANTON	06-11-13	001994	CS	12594.96	OF	3405.50
						CC	8564.57
						INT	0.55
						PHONE	25.34
						COMP	599.00
	ST STATE	06-11-13	001995	CS	4586.00	SBD	610.00
						SBP	20.00
						IDSF	2627.50
						MVCC	360.50
						VC	968.00
***					17335.46		17335.46

ADMINISTRATION
 NORTH CANTON, OHIO

Statement Period
 May 1, 2013 to
 May 31, 2013
 Primary Account

MAYOR CITY OF NORTH CANTON
 145 N MAIN ST
 N CANTON OH 44720-2501

Questions?
 1-888-554-4362

0

98821 - 33

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Summary of Accounts

Deposit Accounts

INTEREST CHECKING	[REDACTED]	15,720.42
Total Deposit Accounts		15,720.42

INTEREST CHECKING

MAYOR CITY OF NORTH CANTON

Account Summary

Beginning Balance as of May 1, 2013	11,628.95
17 Deposits and Credits	19,876.59
3 Withdrawals and Debits	15,785.67
Interest Paid	0.55 ✓
Ending Balance as of May 31, 2013	15,720.42

Checks

Date	Number	Amount	Date	Number	Amount
May 17	1990	145.65 ✓	May 16	1991	11,068.67 ✓
Total Checks		11,214.32			
Total Number of Checks		2			

Indicates there is a gap between check numbers

Other Transactions

Date	Description	Withdrawals	Deposits
May 1	DEPOSIT		3,114.25
May 3	PAYPAL TRANSFER		130.00
May 6	DEPOSIT		2,194.00
May 8	PAYPAL TRANSFER		710.00
May 13	PAYPAL TRANSFER		335.00
May 15	DEPOSIT		2,676.00
May 15	DEPOSIT		125.34
May 16	PAYPAL TRANSFER		35.00
May 20	DEPOSIT		3,419.00
May 22	PAYPAL TRANSFER		420.00

Other Transactions (continued)

Date	Description	Withdrawals	Deposits
May 22	8201OHIOTOSREPRT REPROT EFT	4,571.35 ✓	
May 23	PAYPAL TRANSFER		479.00 ✓
May 24	DEPOSIT		2,059.00 ✓
May 24	PAYPAL TRANSFER		910.00 ✓
May 24	PAYPAL TRANSFER		390.00 ✓
May 28	PAYPAL TRANSFER		209.00 ✓
May 30	PAYPAL TRANSFER		260.00 ✓
May 31	DEPOSIT		2,411.00 ✓
May 31	Interest Paid		.55 ✓

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
Apr 30	11,628.95	May 15	20,913.54	May 23	9,480.87
May 1	14,743.20	May 16	9,879.87	May 24	12,839.87
May 3	14,873.20	May 17	9,734.22	May 28	13,048.87
May 6	17,067.20	May 20	13,153.22	May 30	13,308.87
May 8	17,777.20	May 22	9,001.87	May 31	15,720.42
May 13	18,112.20				

Interest Detail

Interest Paid Year-to-Date	2.74	Annual Percentage Yield Earned	0.05%
Interest Paid this Period	0.55	Days in this Period	31
Interest Earned this Period	0.55		

Effective July 1, 2013, the Savings Overdraft Transfer Fee will be \$10 per transfer.

NOTE

ALL CHECKS ARE LISTED AS PAID AS OF THE POSTING DATE. IN THE EVENT A CHECK IS RETURNED, THE REVERSING ENTRY WILL SHOW AS A CREDIT ON THE NEXT POSTING DATE.

Failure to report discrepancies, forgeries, or alterations within 14 days may result in forfeiture of any claims.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone the number listed on Page 1 of this statement or write using the address listed on Page 1 of this statement as soon as possible, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. For consumer accounts only, if we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

*Thank you for choosing FirstMerit as your financial partner.
We appreciate your business.*

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City of NORTH CANTON, OHIO ADMINISTRATION
145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

June 11, 2013

To: **Jon Snyder, President**
City Council

Subject: **Main Street Brick Walls - DISCUSSION ITEM ONLY**

Requested By: [Signature]
City Engineer

Date: 6/11/13

Approved By: [Signature]
Director of Administration

Date: 6/11/13

It has been noted some of the brick walls constructed in the mid-1990's on Main Street are in poor condition. We would like to discuss the disposition of these walls with Council at the next Committee of the Whole session.

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City of NORTH CANTON, OHIO
145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587
ADMINISTRATION
NORTH CANTON, OHIO

LEGISLATION REQUEST

June 11, 2013

To: **Jon Snyder, President**
City Council

Subject: **CANTON SEWERS** – Revised O, M & R Agreement

Requested By: [Signature]
City Engineer

Date: 6/11/13

Approved By: [Signature]
Director of Administration

Date: 6/11/13

An ordinance authorizing the Mayor, through the Board of Control to enter into a revised agreement with the City of Canton for Operations, Maintenance, and Replacement for sanitary sewers.

EMERGENCY REQUESTED: Yes X No _____

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COUNCIL OFFICE
NORTH CANTON, OHIO

**CANTON-NORTH CANTON
SEWER AGREEMENT
SUPPLEMENT**

OPERATION, MAINTENANCE AND REPLACEMENT COST SHARING

This agreement is made and entered into this ____ day of _____, 2013, by and between the **CITY OF NORTH CANTON, OHIO**, a charter municipal corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as "**NORTH CANTON**", and the **CITY OF CANTON, OHIO**, a municipal corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as "**CANTON**". This agreement upon its signing by the respective executive authorities of North Canton and Canton shall supplement and amend the March 22, 1974, agreement and the series of supplements thereafter between **NORTH CANTON** and **CANTON**.

WHEREAS, Canton and North Canton are fully authorized to enter into this agreement; and

WHEREAS, the Basic Agreements obligate Canton and North Canton to revise same as necessary and required; and

WHEREAS, the Basic Agreements provide for Operation, Maintenance, and Replacement (OM&R) cost sharing between the parties; and

WHEREAS, the Supplemental Sewer Agreement dated November 30th, 2009 required that the percentage share of flow between the Parties (Canton, Stark County and North Canton) be determined and accepted within thirty-six (36) months of the effective date of the Agreement; and

WHEREAS, the same Agreement required that the difference in percentage between the temporary 7.5% share of OM&R for North Canton and the share determined by the flow metering studies be determined; and

WHEREAS, Canton and North Canton agreed to structure a repayment plan acceptable to both parties following acceptance of the study; and

WHEREAS, it has been determined that the best method for determining the percentages allocable to the several parties for OM&R costs will be the Single Family Equivalent (SFE) method;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the parties do hereby agree to amend the basic agreements as follows:

Section 1.0 OM&R Cost Sharing

- 1.01 The parties agree that, in lieu of metering all flows of wastewater, the method for determining percentage of OM&R costs at the Canton WRF shall be the prorated fraction of Single Family Equivalents (SFEs) the numerator of which will be the number of SFEs contributed by each party and the denominator of which will be the total number of SFEs treated at the Canton WRF. The proration shall be determined annually and be effective for the ensuing fiscal year. The first determination shall occur on July 1, 2013. No later than the 30th day of June of each year thereafter, the Parties shall submit their then-existing SFE summaries to the other entities. The three parties shall independently calculate the share basis summaries and confer to establish mutually agreed upon shares.
- 1.02 Wastewater flows which continue to be metered shall be converted to SFEs, included in the total flow received at the Canton Water Reclamation Facility (WRF), and allocated to the appropriate party. This total flow shall be provided by Canton with its SFE summary. In arriving at the final SFE participation percentage, metered flows from East Canton, ATI Allegheny Ludlum Corporation, and Case Farms, Inc. to the Canton Water Reclamation Facility shall also be converted to SFEs.
- 1.03 The base unit for SFE determination shall be 300 gpd. Single Family Equivalents shall be determined by the Parties using the SFE method as detailed in Exhibit 'A'.
- 1.04 Engineering and Collection Systems expenses shall be billed at the same percentage as OM&R expenses.
- 1.05 Service Director, Utility Billing and Law Director expenses charged to the Sewer Fund shall be billed at 25% of the calculated OM&R percentage.

Section 2.0 Yearly Costs

- 2.01 The annual billing cycle shall be based on a fiscal year beginning each July 1, and ending on the following June 30.

Section 3.0 Monthly Billing

- 3.01 Canton's monthly invoice to North Canton for OM&R at the Canton WRF shall be based on actual expenditures from the previous month for costs that are associated with the operation of Canton's WRF and other joint-use costs as defined in the Basic Agreement.

Section 4.0 Satellite Metering

- 4.01 The metering program established by North Canton, Stark County and Canton, in accordance with previous agreements, shall be amended as required by North Canton's Satellite Permit from Canton. The principal change to the Permit will be the threshold value for requiring a permanent meter site which increases from 25,000 gpd to 100,000 gpd.

Section 5.0 Reimbursement for Overbilling

- 5.01 Canton and North Canton agree that North Canton was overbilled for OM&R since the agreement dated November 30th, 2009 due to the breach in Stark County's Sewer System.
- 5.02 The calculated amount of overpayment by North Canton to Canton is equal to \$395,621.28 (as of 5/31/2013). A final amount shall be calculated at the time of final execution of this agreement.
- 5.03 Canton shall credit one-hundred percent (100%) of North Canton's monthly invoices until the amount stipulated in section 5.02 is repaid.

If and to the extent that this may be required, any and all other provisions of the Basic Agreements which may be inconsistent with the terms of this Supplemental Agreement, are hereby amended so as to conform hereto.

Except as amended hereby, the Basic Agreements are hereby confirmed in all other respects.

This agreement includes the exhibits hereto, which are fully a part of this Agreement as if herein fully set forth in writing.

IN WITNESS WHEREOF, North Canton and Canton have caused this Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

APPROVED AS TO FORM:

Law Director,
Canton, Ohio

By: Mayor of Canton

By: Public Service Director of Canton

APPROVED AS TO FORM:

Director of Law,
North Canton, Ohio

By: Mayor of North Canton

EXHIBIT "A"

SINGLE FAMILY EQUIVALENTS
BASE UNIT 300 GPD

The single family equivalent summary is the number of connections to the system in the following categories or classifications, multiplied by the stated gallons per day (gpd), totaled and divided by 300 gpd. Multipliers from the base unit are shown in parentheses.

Residential user class, Commercial and Public Authority, Industrial Establishments and Warehouses without process water or manufacturing wastes discharges or where sanitary wastes are not metered shall be represented by single family equivalents (SFE) as described below.

Process water and metered flows shall be converted to SFE's using the base unit of 300 gpd. Yearly totals will be used for this calculation. The total yearly flow will be divided by 300 gpd and the number of days per year to calculate the SFE value.

Current metered flows for SFE calculation:

- Case Farms (read by Canton)
- East Canton (read by Stark County)
- ATI Allegheny Ludlum (read by Canton)

All active connections to the system shall be identified and counted.

Single family, multiple families, and all other connections that are residential in nature except such commercial establishments as hotels, motels, or mobile home parks primarily used for in transit parking shall be treated as follows.

- Single Family Residents 300 gpd (1.0000)
- Multiple Family Residences and Apartments 300 gpd per unit (1.0000)
- Mobile Homes and House Trailers 300 gpd per unit (1.0000)

Commercial and Public Authority customers who discharge primarily wastes from sanitary conveniences follow. This class includes all customers who generally provide a service or a product for public use. It does not include manufacturing establishments which require process water and discharge manufacturing wastes to the sewer system. The charge to customers in this user class shall be based on the following factors:

- Churches 300 gpd (1.0000)
- Stores, Restaurants, Bars, Garages, Gasoline Service Stations, Professional and Business Offices and Buildings, Barber Shops, Beauty Parlors, Bowling Alleys, Theaters, Lodges, Clubs, Roller Rinks, and Public Buildings 343 gpd (1.1429) for each urinal & water closet located in public or private restrooms.
150 gpd (0.5000) for each restaurant kitchen sink
99 gpd (0.3286) for each slop sink
- Hotels and Motels 99 gpd (0.3286) for each bedroom
- Hospitals, Nursing, Rest and Convalescence Homes 176 gpd (0.5857) per bed
- Laundromat/Laundry 300 gpd (1.0000)
per standard machine
64 gpd (0.2143) per rated pound of capacity
commercial machine

- Car Wash:
 - Each Single Stall Manual 300 gpd (1.0000)
 - Each Single Stall Automatic 3000 gpd (10.0000)
 - Each Drive-thru Automatic 2700 gpd (9.0000)

- Schools 17 gpd (0.0571) per pupil & each regular employee

- Industrial establishments and warehouses without process water or manufacturing wastes discharges or where sanitary wastes not metered. 64 gpd (0.2143) per each person regularly employed on the premises.

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a revised Supplemental Sewer Agreement by and between the City of North Canton ("North Canton") and the City of Canton ("Canton") for Operations, Maintenance, and Replacement ("OM&R") of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter, and declaring the same to be an emergency.

WHEREAS, North Canton and Canton are fully authorized to enter into this agreement;
and

WHEREAS, the Basic Agreements obligate North Canton and Canton to revise same as necessary and required; and

WHEREAS, the Basic Agreements provide for OM&R cost sharing between the Parties (North Canton, Canton, and Stark County); and

WHEREAS, the Supplemental Sewer Agreement dated November 30th, 2009 required that the percentage share of the flow between the Parties be determined and accepted within thirty-six (36) months of the effective date of the Agreement; and

WHEREAS, the same Agreement required that the difference in percentage between the temporary 7.5 share of the OM&R for North Canton and the share determined by the flow metering studies be determined; and

WHEREAS, North Canton and Canton agreed to structure a repayment plan acceptable to both Parties following acceptance of the study; and

WHEREAS, it has been determined that the best method for determining the percentages allocable to the several parties for OM&R costs will be the Single Family Equivalent method.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a revised Supplemental Sewer Agreement by and between North Canton and Canton for Operations, Maintenance, and Replacement of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter.

Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely acceptance of the revised Supplemental Sewer Agreement and improvements to the Canton Water Reclamation Facility; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.