

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held by the Council of the City of North Canton on Monday, January 5, 2015 at 6:45 p.m. in the Council Chamber at North Canton City Hall.

The hearing is with regard to a request to vacate a portion of Alley No. 4, being a 14-foot alley between lots 829 and 735, running east from the east line of McKinley Avenue SE, to the east line of said lots, located within the corporation limits of the City of North Canton.

The North Canton Planning Commission, at its October 8, 2014 meeting, voted to approve the partial vacation of McKinley Avenue SE.

Final action thereon will be taken by the Council of the City of North Canton subsequent to the public hearing.

**BY THE ORDER OF THE COUNCIL OF THE CITY OF NORTH CANTON,  
COUNTY OF STARK, AND STATE OF OHIO:**

Mary Beth Bailey  
Clerk of Council

**North Canton City Council Notice  
Committee of the Whole Agenda  
Monday, January 5, 2015 – 7:00 p.m.**

North Canton City Council will meet as a Committee of the Whole **Monday, January 5, 2015 at 7:00 p.m.** in the Council Chambers at North Canton City Hall.

Items to be discussed, not necessarily in the order indicated.

1. Park and Recreation Committee

Chairperson: Doug Foltz  
Vice Chairperson: Stephanie Werren  
Mark Cerreta  
Dominic Fonte  
Dan Griffith  
Marcia Kiesling  
Daniel Peters

Ordinance amending North Canton Ordinance No. 55 – 14 such that the authorized amount of funds drawn necessary for payment of the purchase of a liner for the Dogwood Swimming Pool is increased from \$240,000 to \$770,400, and declaring the same to be an emergency.

2. Street and Alley Committee

Chairperson: Dominic Fonte  
Vice Chairperson: Daniel Peters  
Mark Cerreta  
Doug Foltz  
Dan Griffith  
Marcia Kiesling  
Stephanie Werren

Ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, and on behalf of the City of North Canton, to enter into an agreement to participate in the Ohio Department of Transportation's (ODOT) cooperative purchasing program to contract for the purchase of sodium chloride (rock salt) for the 2015-2016 winter season.

3. Water, Sewer and Rubbish Committee

Chairperson: Mark Cerreta  
Vice Chairperson: Dan Griffith  
Doug Foltz  
Dominic Fonte  
Marcia Kiesling  
Daniel Peters  
Stephanie Werren

Ordinance authorizing the Mayor of the City of North Canton to enter into a 5-year contract with Energy Curtailment Specialists, Inc., (ECS) PowerPay Program for the purpose of participating in the Emergency Demand Response program, and declaring the same to be an emergency.

4. Finance and Property Committee

Chairperson: Dan Griffith  
Vice Chairperson: Marcia Kiesling  
Mark Cerreta  
Doug Foltz  
Dominic Fonte  
Daniel Peters  
Stephanie Werren

Ordinance authorizing the Director of Administration of the City of North Canton to request quotes for insurance, including, but not limited to, general liability, personal injury liability, automobile, building and contents, equipment floater, crime, boiler and machinery, and firemen's errors and omissions insurance according to specifications on file in the office of the Director of Administration, and for the Mayor to be authorized, through the Board of Control, to enter into a contract(s) for the policy/policies.

Mary Beth Bailey  
Clerk of Council

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

North Canton City Council  
Park and Recreation Committee

Ordinance No. - 2015

An ordinance amending North Canton Ordinance 55-14 such that the authorized amount of funds drawn necessary for payment of the purchase of a liner for the Dogwood Swimming Pool is increased from \$240,000 to \$770,400, and declaring the same to be an emergency.

WHEREAS, bids for the purchase of a replacement liner for the Dogwood Swimming Pool were significantly higher than originally anticipated; and

WHEREAS, the City of North Canton is desirous of maintaining the Dogwood Swimming Pool for the health, welfare, safety, and enjoyment of its residents and guests.

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

Section 1. That North Canton Ordinance 55-14 be, and hereby is amended such that the authorized amount of funds drawn necessary for payment of the purchase of a liner for the Dogwood Swimming Pool is increased from \$240,000 to \$770,400, and declaring the same to be an emergency.

Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to authorized to draw funds necessary for the payment of the above specified purchase from the following appropriation:

330	CAPITAL IMPROVEMENT FUND	
330.308.5501	Facilities	(\$240,000)
330.308.5501	Facilities	\$770,400

upon receipt of vouchers duly approved by the proper departmental authority.

Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City North Canton and further necessary for the timely purchase of the swimming pool liner so that it may be installed before the 2015 summer season; 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.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
David Held, Mayor

ATTEST:

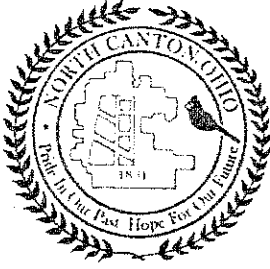
SIGNED: \_\_\_\_\_, 2015

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

RECEIVED

DEC 11 2014

ADMINISTRATION  
NORTH CANTON, OHIO



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

## LEGISLATION REQUEST

December 11, 2014

To: **Daniel J. Peters, President**  
City Council

Subject: **DOGWOOD SWIMMING POOL LINER**

Requested By: *J. B. Baker*  
City Engineer

Date: 12/11/14

Approved By: *[Signature]*  
Director of Administration

Date: 12/11/14

A Request to Amend Ordinance No. **55-14** as follows:

- Authorizing the Mayor, through the Board of Control, to award this project
- And Amend Section 3 to read

330.308.5501	Facilities	\$770,400
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Quotes were received by October 15, 2014 deadline; the lowest quote being:

**\$750,375.00**

EMERGENCY REQUESTED: Yes   X   No       

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DEC 11 2014

COUNCIL OFFICE  
NORTH CANTON, OHIO

North Canton City Council  
Street and Alley Committee

Ordinance No. – 2015

An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, and on behalf of the City of North Canton, to enter into an agreement to participate in the Ohio Department of Transportation's (ODOT) cooperative purchasing program to contract for the purchase of sodium chloride (rock salt) for the 2015-2016 winter season.

WHEREAS, Section 5513.01(B) of the Revised Code provides the opportunity for the Ohio turnpike and infrastructure commission, any political subdivision, and any state university or college to participate in contracts with ODOT for the purchase of machinery, material, supplies, or other articles; and

WHEREAS, the City of North Canton is in need of rock salt for the 2015-2016 winter season.

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, be, and is hereby authorized, upon Board of Control approval, and on behalf of the City of North Canton, to enter into an agreement to participate in the ODOT contract for the purchase of rock salt for the 2015-2016 winter season.
- Section 2. That the Mayor is hereby authorized to agree in the name of the City of North Canton to be bound by all terms and conditions as the Director of Transportation prescribes.
- Section 3. That the Mayor is hereby authorized to agree in the name of the City of North Canton to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the City of North Canton participates.
- Section 4. That the City of North Canton shall be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Revised Code. The City of North Canton releases and forever discharges the Director of Transportation and ODOT from all such claims, actions, expenses, or other damages arising out of its participation in the cooperative purchase program that the City of North Canton may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.
- Section 5. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 6. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
David Held, Mayor

SIGNED: \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council



145 North Main St. · North Canton, OH 44720  
Phone: 330-499-8223 Fax: 330-305-0603  
mgrimes@northcantonohio.gov

## CITY OF NORTH CANTON

**Michael J. Grimes**  
Director of Administration

### Legislation Request

To: Daniel J. Peters, Council President  
Date: December 30, 2014  
Subject: ODOT Sodium Chloride Participation Agreement 2015-2016 Season

I am requesting an ordinance or resolution authorizing the Mayor of North Canton to participate in the Ohio Department of Transportation (ODOT) Contract for the purchase of sodium chloride (rock salt) for the 2015 -2016 winter season.

Please note that we have participated in this cooperative purchase for numerous years to get the best price for salt used upon our roadways. Usually near the spring of each year the City will be notified that it may participate in the ODOT Contract. At that time the City is required within a specified time limit to submit a Participation Agreement signed by the Mayor along with the resolution or ordinance that authorizes the Mayor to enter in such agreement.

Because this participation notice is not always issued at a certain date, I am requesting this authorization now so that there is no chance that we would miss any time requirements for participation if we so desire.

EMERGENCY REQUESTED     YES     NO

Respectfully submitted,

Michael J. Grimes

copy: Supt. Utilities & Services Davis  
File

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DEC 30 2014

COUNCIL OFFICE  
NORTH CANTON, OHIO

North Canton City Council  
Water, Sewer and Rubbish Committee

Ordinance No. - 2015

An ordinance authorizing the Mayor of the City of North Canton to enter into a 5-year contract with Energy Curtailment Specialists, Inc., (ECS) PowerPay Program for the purpose of participating in the Emergency Demand Response program, and declaring the same to be an emergency.

WHEREAS, the City of North Canton is desirous of entering into an agreement that will compensate it for reducing its electrical demand during high demand periods; and

WHEREAS, such program will compensate the City of North Canton for periodically test its emergency backup systems.

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, be and is hereby authorized to enter into a 5-year contract with ECS's PowerPay Program for the purpose of participating in the Emergency Demand Response program. The program will compensate the City of North Canton for the use of alternate generator power at the North Canton's Drinking Water Plant during such times when the electrical grid is experiencing high demand.
- Section 2. That the City of North Canton may, without penalty, decline to participate in the program.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. 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 to ensure a continuous, potable water supply is available for residents and customers, and to timely participate in the 2015 calendar-year program; 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. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

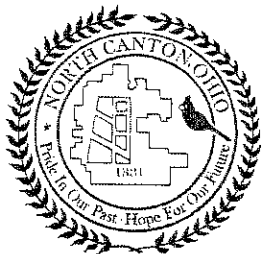
\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council





145 North Main St. · North Canton, OH 44720  
Phone: 330-499-8223 Fax: 330-305-0603  
mgrimes@northcantonohio.gov

## CITY OF NORTH CANTON

**Michael J. Grimes**  
Director of Administration

### Legislation Request

To: Daniel J. Peters, Council President  
Date: December 10, 2014  
Subject: Emergency Demand Response Program Authorization

I am requesting Council authorize the Mayor of the City of North Canton to enter into a 5-year contract / agreement with Energy Curtailment Specialists, Inc. (ECS) PowerPay! Program(s) for the Emergency Demand Response program.

This program pays the City of North Canton to use alternant generator power at the Drinking Water Plant (DWP) during such times the electrical "grid" is under high demand. The City of North Canton does have sufficient generator power to run the DWP. The payment for leaving the "grid" to run on our generator more than compensates for the cost of the alternate fuel and labor. Further, this is a voluntary program and the City has a right at all times to decline leaving the "grid" when asked.

Drinking Water Plant Chief Operator Mark Leichtamer has advised for signing this agreement and that all plant functions are able to easily operate on our current generator.

EMERGENCY REQUESTED  YES  NO

*Emergency requested as time is of the essence and the agreement must be signed during the first week of January 2015 in order to participate for year 2015.*

Respectfully Submitted,

Michael J. Grimes

Copy; DWP Superintendent Mark Leichtamer  
File

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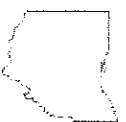
DEC 10 2014

COUNCIL OFFICE  
NORTH CANTON, OHIO

# North Canton - City

Canton, Ohio

**POWERPAY** | revenue projection  
DEMAND RESPONSE PROGRAM



for Ohio

American Electric Power Utility Zone

**Program Period**  
June 1st, 2015 - September 30th, 2015

June 1st, 2016 - September 30th, 2016

June 1st, 2017 - September 30th, 2017

**Estimated Rate per MW**  
\$30,286.97 \$/MW

\$15,169.04 \$/MW

\$27,088.11 \$/MW

**Reduction Amount**

**2015 Capacity Payment**

**2016 Capacity Payment**

**2017 Capacity Payment**

**Annual Energy Payment**

**Three Year Payment Totals**

250 kilowatts (kW)

\$7,571.74

\$3,792.26

\$6,772.03

\$1,050.00

\$21,286.03

300 kilowatts (kW)

\$9,086.09

\$4,550.71

\$8,126.43

\$1,260.00

\$25,543.23

350 kilowatts (kW)

\$10,600.44

\$5,309.16

\$9,480.84

\$1,470.00

\$29,800.44

## Program Details

Season Length

June - September

Event Call Hour Window

12:00 PM - 8:00 PM EST

Event Activation Notice

30 minutes - 2 hours

Event Length

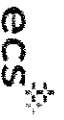
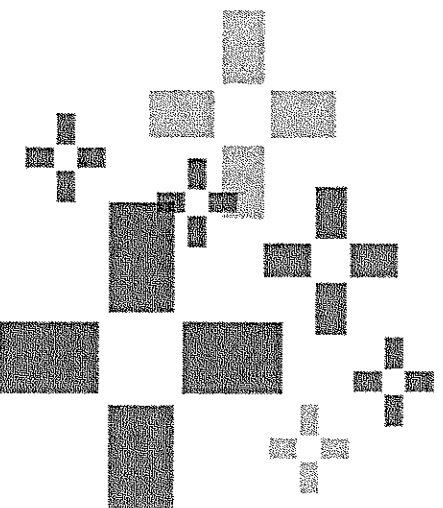
1-6 Hours

## Notes

For reference, 1,000 kW = 1 MW.

Capacity \$/MW is your estimated rate of payment per megawatt (MW) that you agree to reduce. 1,000 kW = 1 MW.

Energy Payment is estimated and based on real-time energy pricing during actual emergency PJM demand response event calls. This projection is estimating a rate of \$0.70/kWh for 6 emergency event hours.





enrollment form

Company Name: \_\_\_\_\_ (Hereinafter, "We" or "Our") Utility Name: \_\_\_\_\_

Utility Acct #(s): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Tel # \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

We hereby enroll in Energy Curtailment Specialists, Inc. (ECS) PowerPay! Program(s) and authorize ECS to be our Curtailment Service Provider with PJM Interconnection, LLC (PJM) for the Emergency Demand Response program. We will execute an addendum if we wish to participate in the Economic and Sync Reserves programs. We shall assist ECS by providing all of the information required for registration and event notification. It is within our authority to curtail electricity usage at our facilities. Prior to enrollment with PJM, on an annual basis, we will execute an addendum to this agreement specifying the PJM program(s) and program parameters that we agree to participate in.

For the 2015/16 Emergency program, (which begins 6/1/2015), we agree to curtail our electricity use when we are notified by ECS that PJM has called an emergency event (event) for our zone during the Obligation Period (June 1 to September 30). We agree to begin curtailing at the time told to us by ECS which may be within 30 minutes of an event call by PJM. We can be called for a maximum of 10-events at a maximum duration of 6-hours each event. An event can be called between 12:00PM to 8:00PM during weekdays only. If no event is called, we shall respond to a 1-hour test.

Payments:

- (A.) Capacity Payment Rate: We will be paid as follows for our reduction: We will receive 70% of the PJM weighted clearing price for our zone. Payments are made twice, prior to December 31st and prior to June 30th of the following calendar year.
- (B.) Energy Payment Rate: We will additionally receive \$0.70 per kWh as an energy payment associated with our reduction, capped at 70% of any payments received. Energy payments are paid prior to June 30th of the following calendar year.

General Terms:

- (1.) We will not be subject to out-of-pocket financial penalties by participating in this program, even if we fail to reduce electricity when called.
- (2.) If necessary, ECS will install an interval meter at no cost to us. We understand that ECS retains ownership of this meter and we will cooperate with ECS in the event that ECS wishes to recover its meter if we no longer have an agreement with ECS.
- (3.) Payments are based on our Capacity Payment Rate (above) multiplied by our expected reduction multiplied by our performance, where:
  - a. "Expected reduction" is the expected kW reduction ECS assigns based upon their assessment of our ability to perform. ECS will notify us of the expected reduction. ECS shall reassess our expected reduction on an annual basis and maintains sole discretion in the determination of our expected reduction;
  - b. "Performance" is measured according to the applicable PJM Program rules and for purposes of this agreement equals our average performance (capped at 100% per hour) over all called Event hours during the season. If no event is called, our payments will be based on our performance during any required Tests.
- (4.) Our participation and payments are contingent upon successful registration confirmed by PJM and the actual sale of our capacity in a PJM auction.
- (5.) If we use a generator to provide all or part of our expected reduction, we represent that we have all Local, State and Federal environmental and use permits required to operate as a demand response resource in the enrolled program(s) and shall operate the generator in accordance with the permits during a PJM grid emergency. We shall maintain the permits during the term of this contract and shall promptly notify ECS if this should change. We will provide ECS with a copy of our permits including any revisions.
- (6.) In order to streamline the registration of our account(s) with PJM, we authorize ECS to complete any documents required by our utility. This would include a Third Party Authorization to allow our utility to release required information to ECS and any forms required so that ECS can install an interval meter if eligible.
- (7.) This agreement will be effective as of the date we sign this Agreement. We agree to participate for five (5) PJM Delivery Years beginning with PJM DY 2015/16 (Term). After the Term, to ensure continuous enrollment, this Agreement shall automatically renew under the same terms and conditions, unless we notify ECS in writing by February 1st prior to the beginning of the upcoming Obligation Period. ECS has a right of first refusal to match any other offers for Demand Response by another provider at the end of the Term of this Agreement or renewal period. ECS shall determine in its discretion if we qualify for a PJM program and whether we will be registered in the applicable program. In the event that we determine that we are unable to participate in a program, ECS will not register us that year, however this contract will continue to remain in effect.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by ECS: \_\_\_\_\_ Date: \_\_\_\_\_



North Canton City Council  
Finance and Property Committee

Ordinance No. - 2015

An ordinance authorizing the Director of Administration of the City of North Canton to request quotes for insurance, including, but not limited to, general liability, personal injury liability, automobile, building and contents, equipment floater, crime, boiler and machinery, and firemen's errors and omissions insurance according to specifications on file in the office of the Director of Administration, and for the Mayor to be authorized, through the Board of Control, to enter into a contract(s) for the policy/policies.

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 Director of Administration of the City of North Canton, be, and is hereby authorized to request quotes for insurance including, but not limited to, general liability, personal injury liability, automobile, building and contents, equipment floater, crime, boiler and machinery, and firemen's errors and omissions insurance according to specifications on file in the office of the Director of Administration.
- Section 2. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract(s) for the policy/policies.
- Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract(s), upon receipt of vouchers duly approved by the proper departmental authority, from appropriations applicable hereto.
- Section 4. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
David Held, Mayor

SIGNED: \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council



145 North Main St. · North Canton, OH 44720  
Phone: 330-499-8223 Fax: 330-305-0603  
mgrimes@northcantonohio.gov

## CITY OF NORTH CANTON

**Michael J. Grimes**  
Director of Administration

### Legislation Request

To: Daniel J. Peters, Council President  
Date: December 30, 2014  
Subject: Legislation to Authorize City General Insurance Coverage

I am requesting legislation to authorize the Director of Administration to advertise and receive quotes for the purchase of City General Insurance including but not limited to, general liability, personal injury liability, automobile, building and contents, equipment floater, crime, boiler and machinery and authorizing the Mayor, through the Board of Control, to enter into a contract(s) for the policy / policies.

Note that the City normally seeks quotes for a three (3) year contract and our current insurance contract covering the city ends April 15, 2015.

EMERGENCY REQUESTED     YES     NO

Respectfully Submitted,

Michael J. Grimes

Copy;  
File

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DEC 30 2014

COUNCIL OFFICE  
NORTH CANTON, OHIO