



**NORTON CITY COUNCIL
REGULAR COUNCIL MEETING
SEPTEMBER 14, 2015**

Roll Call: Scott Pelot
Dennis McGlone
Dennis Pierson
Paul Tousley
Charlotte Whipkey
Rick Rodgers

Also Present:
Mayor Mike Zita
Valerie Wax Carr
Ron Messner
Justin Markey
Karla Richards
Dave White

The Regular Council Meeting convened on Monday, September 14, 2015 at 7:00 PM, in the Council Chambers of the Safety Administration Building. The meeting was called to order by Rick Rodgers President of Council, followed by the Pledge of Allegiance and a moment of silent prayer.

COMMITTEE OF THE WHOLE

Acknowledgement of the August 2015 Budget Report

Mr. Rodgers officially acknowledged Councils receipt of the August 2015 Budget reports from Finance Director; Mr. Messner.

Ward 2 Council Vacancy

Mr. Tousley discussed the recent vacancy in Ward 2 that needs to be filled and we need to set the date for the election. Mr. Tousley asked Mr. Markey to explain his email sent earlier today. Mr. Markey stated last week the questions arose regarding the time for setting election, petitions to be filed. Mr. Markey stated he spoke with John Wysmierski at the Board of Elections and their position is an election date will commence 90 days after the circulating petitions have expired. Mr. Markey noted the Presidential Primary election is next March 15, 2016, which is the least costly route because this is a county wide ballot. The issue is if you wanted to do this petitions would need to be turned in by December 16, 2015. The Board also pointed out of there was another vacancy after this November; they take the position, until there is a vacancy which would not occur until January 1, 2016 you cannot pass legislation until after this date. Mr. Tousley raised one concern that the Charter states it must be a Special Election and asked if this is an issue. Mr. Markey explained that a primary presidential election cannot have a special at the same time. Mr. Tousley stated ninety (90) days from Oct. 16 the earliest date could be January 14, 2016 and is close to the March date. Mr. McGlone agreed with that, you are almost at the March date already. Ms. Whipkey asked do you really think it will take the residents that long to get twenty-five (25) signatures? Mr. Pelot stated that maybe we could set a closer date, and Ward 2 would have more representation. Ms. Whipkey stated she believed our Charter would trump the ninety (90) day rule and it's also not considered a Primary. Mr. Markey stated the Charter states the earliest available time, and you could make that argument but as the language is vague they would make the argument that it would defer to the ORC.

Mr. Markey added that if the Charter language stated within say sixty (60) day he believed they would be locked in. Ms. Whipkey asked if this could be a constitutional issue as Ward 2 does not have a direct representative for them even with three at larges. Mr. Markey stated he would not comment on that however the intent is to fill the seat as soon as possible. Mr. Rodgers asked Mr. Markey if what he stated about challenging the Board Court does that mean going to court? Mr. Markey stated that Mr. Markey stated it could mean that as there are some election cases out there where petitions had to be reprinted. There could be a mandamus action asking the Court to allow an election and added he was never for pursuing litigation for its own sake and it would be up to Council to take that direction. Mr. Tousley stated since we have no legislation drawn up the soonest he sees that happening is by a Special Council next week which pushes the thirty (30) days up to another week after October 16, and would give them a fair chance to get signatures in thirty (30) days. Ms. Whipkey stated we could pass this at a special Council meeting to get this moving and Mr. Tousley stated he would be fine with that. Mr. Rodgers stated he also spoke with the BOE today and because of the change in the State procedures they cannot quote a price as Mrs. Richards stated last week, and he felt this would be higher than the \$1,300.00 per precinct figures we discussed last week plus we needed to pay 60% up front. Mr. Rodgers discussed watching our monies going forward; maybe we should save the money and wait until later in March. Ms. Whipkey stated she felt this was unfair to Ward 2, and although we have three (3) At Large we should be bound to follow the Charter. The Ward seats were elected to represent those residents directly and she did not believe Ward 4 or any of the other wards would want to be without that representation. Mr. Rodgers reminded Ms. Whipkey that she also was elected to represent the City as a whole. Ms. Whipkey stated she will respond to any resident from any Ward. Mr. Rodgers stated he has been sitting here eighteen (18) months and he has responded to concerns from all Wards not just Ward 1. Mr. Pelot stated that is achieved by having a full Council seated and even if we elect in January they don't take the seat until certification from the Board of Election, which takes about thirty (30) days. If we wait till March for the election they may not be seated until almost May and he felt it was too long to leave Ward 2 without representation. Mayor Zita discussed the current At Large seats and that two (2) of them are from Ward 2. Mayor Zita stated that the issue of the election turnout and that all three could be eliminated and replaced. If that were to happen beginning January 1, 2016 there would not be any representation in Ward 2. Ms. Whipkey added it's possible there could be two seats down depending on how the November elections go. Mr. Tousley agreed the Charter says as soon as possible, and would support the January 19, 2016 for the election. Ms. Whipkey questioned the petition deadline and Mr. Tousley stated he believed it would be thirty (30) days from now. Mr. Rodgers questioned who is to say you can get the signatures in thirty (30) days; and questioned what is the recommended allowance to get the signatures? Mr. Markey stated that he was not sure there is one, only that the Charter specifies when it has to be filed so you could start as soon as you want. Mr. Rodgers asked then how did we come up the thirty (30) days we are discussing now and Mr. Tousley stated this was his suggestion. Ms. Whipkey stated there were situations that needed double that amount that has taken a week or less time, if you cannot get (25) signatures in two (2) weeks, the likelihood to get elected would be slim to none. Ms. Whipkey stated she would just like to see Ward 2 have a voice as soon as possible as she believed the Wards expected their elected representative to work on their behalf first. Mr. Tousley moved to set January 19th election date, and Mr. Markey stated he would set the petition deadline 90 days working backwards from the date of the legislation.

Roll Call: Yeas: Tousley, Pelot, McGlone, Pierson, Whipkey, Rodgers
Nays: None

Motion passed 6-0.

Mr. Tousley asked if Council needed to set a Special Council Meeting for later this week or wait until Monday of next week? After brief discussion and concurring with everyone's calendar it was decided to have a Special Council Meeting next Monday immediately following the Committee Work Session.

RES #50-2015

Mr. Tousley offered Res. #50-2015 for its first reading and asked the Clerk to read it.

A RESOLUTION OF APPRECIATION FOR THE SERVICE OF OFFICER BILL BRAMAN FOR HIS SERVICE AS COUNCIL BAILIFF, AND DECLARING AN EMERGENCY.

Mr. Tousley asked Officer Braman if he would like to address Council. Officer Braman read a short statement (see attached). Mr. Tousley thanked Mr. Braman for his service over these past years and was always very personal when he addressed him as needed. Ms. Whipkey concurred and added that we will miss you. Mr. Pelot commented there are many stories throughout the City where he had calmed situations and Mr. McGlone concurred. Mr. Rodgers thanked officer Braman for his service and always regarded him as a friend, although you may not see it that way. In no way was this a personal attack against him, it was an unfortunate incident. Mr. Pierson thanked Mr. Braman for his service.

Mr. Tousley moved to waive the second and third readings, seconded by Whipkey.

Roll Call: Yeas: Tousley, Whipkey, Pelot, McGlone, Pierson, Rodgers
Nays: None

Motion passed 6-0.

Mr. Tousley moved to adopt Res. #50-2015, seconded by Ms. Whipkey.

Roll Call: Yeas: Tousley, Whipkey, Pelot, McGlone, Pierson, Rodgers
Nays: None

Motion passed 6-0.

Nash Heights Sanitary Sewers

Mr. Pierson discussed the handouts received tonight and that there is not much for discussion tonight. Mr. Pierson stated that he would like to have Council read through the material and be prepared to address it in detail next week. Mr. Pierson discussed the letter the City received from Summit County last week (see attached) specifically Paragraph #2. Mr. Pierson stated he was baffled by the statement as he doesn't recall Council being asked about it and the Administration going forward. Mr. Pierson asked if Barberton has created a Sewer District, will we lose in any shape or form our sovereignty for what goes on for development within this City? Mr. Pierson also asked how is NEFO going to be set up and who will control this?

Mr. Markey replied that Barberton does not have a Sewer District what they have is a municipal sewer utility; and they have a sewer contract with the City of Norton for which they provide service. The idea of can they build sewer lines within the City of Norton which ultimately is Mr. Pierson's question; is an open question, there are not a lot of legal authority here and he felt the City of Barberton would not enter into the City of Norton without consent of some kind. Mr. Pierson directed Mr. Markey to look into the legal aspect of the City of Norton by eminent domain taking all of the utility lines within Norton be it the City of Barberton or Summit County owned lines. Mr. Pierson stated that he believed it needed a lot more looking at other than how it is set up as he does not want the City of Norton to end up on the short end of the line here, be cornered by, or be beholden to Barberton. Mr. Pierson stated that even if we had our own, and under the JEDD agreement; we could charge the wholesale rate with Barberton taking the sewage. Mr. Markey reminded Mr. Pierson that was a proposal discussed at the end of 2013. Mr. Pierson agreed but stated that this letter made it different and more ominous to him with its overall spirit and comment. Mr. Markey stated that most of the questions you have now were going to be addressed in the final sewer agreement with Barberton. Mr. Pierson reiterated that he would like eminent domain to be examined. If nothing else, by going to Court, the \$1.7 million dollars would be fixed by a jury for them to decide the true value of lines as he didn't believe it was worth that much. If it behooves our City to go that direction, it's worth exploring to get the lines at a lower cost or nothing; you can always ask questions. Mr. Markey clarified the question is if one government entity can use eminent domain on another municipality's assets in the first's jurisdiction. Mr. Pierson stated he wanted Norton to tack eminent domain on their lines within our City. Mr. Markey stated this would need further research and wanted a memo on it from Council. Mr. Rodgers asked what the Planning Agency really means? Mrs. Carr stated the NEFCO planning organization has always been out there and has always had jurisdiction over these types of matters. Barberton was already named as the agent for Norton because the majority of the lines are Barberton lines. In some cases, a city that has no lines or very few lines is named as the secondary agent, but for whatever reason, we were never listed as the secondary agent and that goes way back for many years. Mr. White stated all sewers in Norton would go to the Barberton Plant as specified in the designated planning areas under the NEFCO 208 Plan, and that Secondary management agencies can be designated. In the past, under the NEFCO plan, Barberton has always been the Primary Planning Agency as they have the only plant geographically located and in the past DOES has been named the secondary management agency. Mrs. Carr added that under potential secondary agreement, referred to by Mr. Markey that would come out of the MOU, we had suggested we would be the secondary agent as we had never been on it and NEFCO was open to it. Mr. White stated that Norton can be designated as a secondary agency. Mr. White stated with the EPA certain areas are determined to be on site areas or septic or connecting to sanitary sewers. We can be very specific on how those prescriptions are laid out and we have a lot of flexibility on it as NEFCO is very open to and want the communities to weigh in how those prescriptions are laid out as a secondary agency. Mr. Rodgers asked how this affects Summit County on this and Mr. White stated they were considered secondary management agencies from long before his time and was likely logical then. Mrs. Carr added that at one point the County was, maybe not taking over, but trying to centralize a lot of lines as they were doing in many communities they had lines in. Mr. White stated it relates to planning and how you designate certain areas, and input on how the areas are defined.

Mr. Rodgers asked hypothetical if an area in Norton ends up like the Nash Heights, who would ultimately plan how to address that, would Norton lose its ability to do that? Mr. White explained that Norton, as a secondary agency, can define how this is to be addressed and the EPA can always deny or overrule the plan, however we can go to them and say this is how we want to address this sanitary sewers or on site methods. Barberton geographically is the designating agency because everything would be going to their plant and they have to show they have the capacity to handle expansion of sanitary sewers. Beyond that Norton, as the secondary agency, can spell out all those requirements of areas using sewers or septic. Mrs. Carr reminded everyone that there is joint planning and Mr. Rodgers stated that MOU is already expired and Mrs. Carr stated that is simply not correct. Mr. Markey stated the MOU proposed a closing date of June 30, 2015 for the transaction taking place now between the County and Barberton that can be changed by mutual agreement from either of the parties, it had no expiration date. Mr. Markey stated the thinks the questions you are trying to get at is would Barberton have the ability to take the system for Nash Heights. Mr. Pierson stated beyond that if he is the buyer and needs cash flow and has a potential customer base, and he could force a sewer project, he certainly would be working to increase his customers and his cash flow. Mr. Pierson stated that is his major problem with it as he does not want to be the pocket book for Barberton since they are losing revenue. Mr. Pierson stated that he does not want to see Barberton coming and telling us this is how you are going to develop your city because we are holding a gun to your head and demanding this is how you would build your sewers. Mr. Markey stated that is not the case which is why we are doing the MOU with the concept that demands a sewer agreement between the two parties. Mr. Pierson stated he did not believe we ever agreed to anything west of SR 21 being totally in Norton's control. Mr. Markey clarified there is language in the MOU that was never finalized and Mrs. Carr stated that is the negotiation point, and Mr. Markey stated we were clear at least from some of the Council members that this was a negotiation point. Mr. Rodgers disagreed with the June 30th expiration and read that section in the MOU. Mr. Markey explained the intention was to set a date for us all to work towards that was reasonable and was not a hard line for the MOU to expire. Mrs. Carr stated the whole part of this letter from Summit County is that Norton has not moved with any legislation relating to the agreement, and that she thought all of Council understood this process, and now she is hearing otherwise. Mrs. Carr stated there has been no resolution or change brought forward in trying to work with the MOU; she understood Council wanted it slowed down, but never understood that it was to be given up. Mr. Rodgers talked about the initial problem with the 1,400 additional hook ups which started the slow down process. Additionally, Barberton is not really putting anything into this; we are giving up our infrastructure, we are giving up customer base, and what did they bring in? Ms. Whipkey asked if we are getting confused between the proposal from Norton to Barberton and the MOU? Mr. Rodgers replied no, those financial figures are part of the MOU. Mrs. Carr disagreed stating that there are no numbers in the MOU agreement like that. Ms. Whipkey agreed with Mrs. Carr, adding that the 1,400 figure was our projection as to how Nash Heights was going to be funded. Ms. Whipkey stated that going back to the fact that she was also under the impression of an expiration date and there was a specific paragraph addressing this. Mr. Markey stated no, there was a closing date of June 30, which could be extended by agreement of the parties and, without direction otherwise that we were not proceeding with an agreement, you would extend the closing date without needing an amendment to the MOU.

The MOU was simply a document to work in good faith with each other to get to a full agreement, did not have an expiration date, and was not binding. If you do not ever get to the finishing line, you don't get to the finishing line, but it never expired. Mr. Rodgers discussed the four package plants and that they were to be abandoned. The cost to do this was to be paid by the County when they owned the plants. When we entered into discussing numbers with Barberton and them purchasing the package plants, the cost was going to be transferred to Barberton and the residents of Norton through our surcharges. Now without the MOU and no agreement with Barberton, and Barberton buying those plants he was sure the citizens of Barberton are not going to be paying for abandoning the plants. We have 640 residents being served by the package plants and how it will impact them is a question that needs answered. Mr. Markey stated that there are a lot of questions that cannot be answered until we have an agreement in place; he would assume Barberton would follow the water and sewer agreement, charge the rate authorized by that agreement, and perhaps use their portion of surcharges. Mr. Pierson asked how could Barberton City Council pass legislation to spend \$1.7 million to purchase these plants, only to abandon them later at a cost of running lines to them of \$5 million? He doesn't really care what Barberton City Council does, but it doesn't seem like a good deal to him. Mr. Pierson stated he does not want to see any residents in Norton Acres, Frashure, and some in Mount Vernon being assessed \$8,000 for this, as it has to be paid for. The battle cry in the past in this town has been "I paid for mine when I bought my house and I am not paying for yours." Well guess what folks, there's a possibility that you are going to pay more and he does not want to see the residents get hammered. Personally, he feels it is a push on the County to act with Barberton on us; he believes it needs a lot closer look as it keeps changing. Mr. Markey stated the County is not asking you to agree to this letter, they are just doing it. Mrs. Carr stated she felt we were giving Barberton and the County different opinions every time we get together; over a year ago we told the County and Barberton that we did not want to own the system, and now from what she is hearing this may not be the case. If you wanted to own the system, why didn't you just work towards that? Mr. Pierson stated as this has developed and evolved things have changed; reading the letter, gives the tone that we have been shoved to the side and they are going to do what they are going to do regardless of what we think. Mr. Pelot stated it was always his contentions that if we want to be in control of our own destiny then we need to own our own system. If we do this now with the sewer, we will just be following the same path, and they will dictate what happens. Just look at the JEDD agreement and the water, if we do this with the sewer, we are just going down that same path. We truly need to own our own system. We can get the bulk rates, subcontract the service out, and have meters, and mainly we can control it. Mr. Rodgers stated we cannot get to the bulk rates until we have reached a certain usage, according to the JEDD agreement and Mr. Markey concurred. Mr. Rodgers stated that means that we need development, and last week we were told we are faced with a \$16 million dollar road program, and we are scrambling to figure how we are going to do that in the lifespan on the residents in this community. Mr. Rodgers asked if we have the wherewithal to go into the sewer business? No, he opposed this in 2013 and he still opposes this. That is not to say that we cannot get a better deal from Barberton on an agreement. Mr. Tousley asked if the MOU is not a binding agreement as it was stated in the past several times, how can they move forward on this? Mrs. Carr stated that is in the part that was just between the two (2) of them (Barberton and Summit County) and since this date passed is one of the reasons why we are getting this letter. Mr. Tousley stated he was under the understanding it was for all three (3) communities.

Mr. Markey stated the MOU has a separate purchase and sale agreement between Barberton and Summit County; and then a separate sewer agreement between Norton and Barberton. Mr. Markey stated that it's not binding by any of the parties, if the County chose to walk away the County can do so, and the same for Barberton. However they have made the choice to move ahead with their portion of this plan and agreement, it was not binding on them, but they made the choice to do that. Ms. Whipkey read more sections in the MOU and the fact that the City of Norton and Barberton have not executed a sewer agreement, and on page #2 it states: "*Closing Date*" means June 30, 2015 or such earlier or later date as shall be mutually agreed upon by the Parties in accordance with Section 2 of this Memorandum; however on page 8 it states the memorandum terminates on the earlier of the closing date which would have been June 30th, or the date the County and Barberton execute the purchase agreement, and Norton and Barberton execute a sewer agreement. She questioned if this thing is still alive as we have not executed a sewer agreement, which is the Proposal from Norton to Barberton. Mr. Markey stated he agrees the MOU agreement is not the clearest; however you need to focus on where does the City go from here. You need to decide if you want to re-enter negotiations with Barberton or not and whether it will be under the same terms as in the MOU; he felt you could amend the MOU or just work towards the final agreement. Mr. Markey added that he felt worrying about whether the MOU was terminated or not is not the right issue to be focusing on; the issue is where you go from here. Ms. Whipkey stated she feels we still need to discuss this MOU/Agreement because there is a clause in here that relates to vacuum sewers and if this is still standing or if not she has concern that Barberton may decline to take them over. Mr. Markey responded that the MOU is clear that we get to pick for Nash Heights and that would be clear in the sewer agreement. The sewer agreement supersedes the MOU and is why you would work towards a final agreement or not. Mr. Rodgers stated he feels like someone stuck a gun in his back here; he does not like the tone in this letter and would like to see a resolution to oppose the sale and take any necessary steps to block it. Ms. Whipkey asked how can we stop someone from selling their own property? Mr. Rodgers stated he felt we needed to make an attempt to do it; whenever it comes to Barberton; Norton always seems to come out with the short end of the stick. Mr. Rodgers questioned if the people of Barberton even know of this and are they willing to take on this kind of debt? Ms. Whipkey stated over a year ago she was all in favor of the County keeping the sewer lines and having the maintenance costs spread across the entire county as opposed to us taking over and being stuck with everything. However, when she heard about Barberton coming into the picture she had reservations then, did a 180, and stated we really needed to reconsider getting this ourselves as Norton citizens were going to pay for those lines, we were going to pay for the maintenance and there was no way Barberton was going to accept the burden of paying for it. That is never the way it works. Ms. Whipkey stated that there really may not be anything Norton can do, we sat here and did nothing and the other two entities have decided to move forward leaving us to pick up the pieces. Either way the Norton citizens will be paying for this whether Barberton owns it or we own it; she hated saying so, but we would have had more leverage with the same debt. Ms. Whipkey stated that this was not all hindsight; you all thought that she was crazy when she approached them on it and would not even listen to her when she tried to bring it up. Ms. Whipkey asked if the City of Barberton has received this letter yet and Mrs. Carr stated it was received this morning. Ms. Whipkey asked if we know if Barberton is going forward with this and Mrs. Carr replied she has no idea. Ms. Whipkey asked if they even have to tell us and Mr. Markey stated he believed they would have to pass legislation authorizing the sale.

Mr. Rodgers asked if there is a way to impede or stop this and Mr. Markey declined to discuss on the floor and would be happy to discuss this in executive Session. Mr. Rodgers stated as far as picking up the pieces, he felt we were still in a negotiating position and we just have to make the right deal, adding the right deal was not the financial picture presented to us. Ms. Whipkey asked about putting the matter on the agenda for Executive Session at the Special Council Meeting. Mr. Pierson moved to place this on that agenda for executive session, seconded by Ms. Whipkey.

Roll Call: Yeas: Pierson, Whipkey, Pelot, McGlone, Tousley
Nays: None

Motion passed 6-0.

Mr. Pelot asked the Administration about gathering up the preliminary or estimated maintenance costs in preparation for that meeting. Mrs. Carr replied she has EDG's preliminary information and she understood that AirVac and Barberton have not responded. Mrs. Carr stated she thought the procedure was going to be to have all the parties here to discuss and present. Mr. Rodgers responded that was correct and was what we had agreed upon. Mrs. Carr reiterated that nothing had been submitted by AirVac and could not answer for them, but she felt we have not heard from Barberton as they were concerned with where we were heading. Mr. Rodgers moved to have a resolution from Council with the Administration opposing this sale, seconded by Pierson. Ms. Whipkey stated she would like to have the Executive Session first before having legislation prepared opposing this sale. Mr. Rodgers asked Ms. Whipkey if she was in favor of this sale and Ms. Whipkey pointed out she wasn't in favor of it way back when she first heard Barberton mentioned. Nobody cared then because it was a "win win situation." Mr. McGlone wanted to wait as did Mr. Pelot before opposing this. Mr. Pelot added he was always for owning the lines as if someone want around a contract, they will find a way. Mrs. Carr stated she understood everyone's opinions tonight, but you have to look at this at the point in time and why moved forward the way we did. Norton rejected the idea of owning our own lines. We had to go to Barberton or Summit County and Mr. Rodgers was part of all those discussions between the parties. Mr. Rodgers concurred by stating he understood that. Mrs. Carr stated as the City Administrator she would not agree to this resolution until we review all of the issues and discuss it as she felt we were renegeing on some of the issues talked on and agreed to with those parties. Mr. Rodgers asked Mrs. Carr if she was aware of this sale prior to the letter coming out that the County and Barberton was going to do this? Did anyone from Barberton or the County discuss this with her? Mrs. Carr stated all along they said they were going to do that and it was part of the MOU. Mr. Rodgers stated he was talking recent history and prior to the City receiving the letter if she or the Mayor knew that the County and Barberton were going to get together and do this? Mrs. Rodgers stated she did not know officially but had heard through the grapevine; in fact, Mr. Went from Summit County stated to her that he was disturbed that Mr. Rodgers had contacted him with the intent of Norton renegotiating and taking over, but that ship had sailed. Mr. Rodgers denied such conversations and stated that he would get that confirmed tomorrow. Mrs. Carr stated that within that conversation Mr. Went stated that we are going to work towards our sale. Ms. Whipkey stated the whole point and she never had a doubt that Barberton wasn't going to buy those lines from Summit County and is why we need to rethink this. If they own them it's their ability to pass that cost on to us. Ms. Whipkey stated if those package plants go down and Barberton owns them, why couldn't they just assess the people for it?

Mrs. Carr stated that is why it is so important now if this deal goes through that we have to get into the agreement process so that we can set our own parameters now. Mr. Rodgers disagreed that is not the case, this is a gun in our backs to force Norton to go into this deal with Barberton, and it's not a good deal at this point. Barberton is not putting anything into the deal; they are capturing all of the customer base. Mrs. Carr reminded Council that Barberton is reinvesting the surcharge back into Norton. Mr. Pierson stated that's to their own gain and an incredible deal for Summit County to sell for the price. Mrs. Carr stated she did not know how that concept could have been missed by anyone as why would anyone go into this agreement if they were not going to have potential new customers. Mr. Rodgers & Mr. Pierson both withdrew their motions. Ms. Whipkey asked if we should move forward with anything in Nash Height; will this have impact on what we need to do with Nash Heights. Mrs. Carr stated the EPA needs to know who is going to own the sewers and we have it down that Barberton would do this. Mrs. Carr reminded that Mr. Rodgers and Mr. Pierson both were in attendance with this last EPA meeting where this was discussed as Barberton owning the sewers. Mr. Rodgers stated in that last meeting he had stated the sewers would be built, even if it was Norton that built them. Mrs. Carr added the slowing down was due to the pump station issue. Mr. Rodgers discussed the handouts about the two systems, the freezing issues discussed in the past and information that the systems do work in climates like ours, and that it was just informational flow for the next meeting. Ms. Whipkey asked where are we with the assessments? Mr. Markey stated the plans are pretty close to being done, perhaps for the next Regular Council meeting and those Resolutions of Necessity will need to be reintroduced with some level of estimated assessments.

COMMUNICATIONS FROM THE PUBLIC-Agenda and Non-Agenda Items

Neva Gibson, 3301 Higgins Drive, Norton, Ohio, clarified some statements of the last week, and handed out more researched information (see attached) including the summary report from Plum Island Vacuum System where it is stated even if the vents were cleared, it would not have helped the problems experienced. A low pressure system came to light during her research and it was a third option for a sewer system. Mrs. Gibson stated that she is not content with the vacuum system for the City of Norton. Mrs. Gibson stated she spoke with Councilman John Wagner of Barberton and he had spoken with the Plumbing and Pipefitters Union in Washington DC. That person stated they are fine if they are installed below the Mason-Dixon Line, again warmer climates. Mrs. Gibson stated her biggest concern is with the temperatures. Mrs. Gibson stated that even the residents in Clinton did not want AirVac and Mr. Rodgers asked if she knew why Clinton did not want them? Mr. Rodgers stated it was a cost issue; they are looking at it again because the County initially bid this too high. Mr. Rodgers stated when those bids come back they will be lower and that Clinton most likely would go with it. Mr. Pierson stated you need to read up on the Portage County Engineers. He had read the information Mrs. Gibson presented and it seemed to be very negative towards the vacuum systems and that one contact listed was a sales representative for pumps so it's no wonder that he is not in favor of vacuum systems. Mr. Tousley stated that he has not made his decision either way. Mr. Tousley discussed the previous packet of information Mrs. Gibson had distributed and he had some issues with the information. Mr. Tousley discussed person she talked to is a regional sales manager for the pump company so naturally would be in favor of pumps. This person stated that vacuum systems are anomalies however Mr. Tousley believed they have been around since 1947. Mr. Tousley the costs of repairs and that he knew in Randolph they have no extra charge to the homeowners.

Mr. Tousley discussed the warranties and the only one he could find in her information was one for a grinder pump that is for three years and that it cost \$800.00 to rebuild for every fifteen (15) to twenty (20) years. In this same packet of information it says that AirVac has a ten (10) year warranty that costs \$200.00 to rebuild ever ten (10) years. Mr. Tousley stated that if you take a maximum of twenty (20) years on the grinder pump that is still half the price of the air pump. Mr. Tousley stated that AirVac does not use pumps, they use valves. Mr. Tousley stated that if there are so many of these pump companies, they apparently don't last that long to have seven (7) or right (8) multi-million dollar companies in business to supply these pumps. Mr. Tousley stated that Mrs. Gibson asked for us to check and verify all of this information and members of Council have went to various entities viewing systems; however we have never been given this gentleman's name to do so. Mr. Tousley questioned the statement of tried and true technology of pumps when that is coming directly from a pump salesman just like a former Mayor being involved with designing gravity systems. Mrs. Gibson stated the low pressure grinder system researched was Consolidated Technologies. Mrs. Gibson stated Mr. Tousley's concern, but this contact may not have always been a sales representative. Mrs. Gibson discussed Mr. Rodgers' prior statements on the grinder pump at the Fire Station breaking down; it was not the pump that failed, it was caused by unauthorized items being flushed into the system. Mr. Rodgers inferred the point is that it broke down and such things could occur in homes. Mr. Rodgers stated there is no homeowner cost to the vacuum system. The pit belongs to the City. The only cost is from their home to the pit. Ms. Carrie Beagle, 920 Reimer Road, Norton, Ohio, spoke about the MOU and Ms. Whipkey's comments that the residents will be the ones paying for this. Mrs. Beagle stated she does not mind paying for repairs or improvements; however she does not like paying for surprises. Ms. Beagle asked how many were aware of the MOU when it got started, how many were involved in it stalling out, why did we sit on it? She voted for everyone and expects Council to look out for her. Ms. Beagle stated she sees a disconnect here between the Council and Administration, she sees the looks and the frowns on all of your faces. You are public entities and you really need to work on your facial expressions. Ms. Beagle stated her boss told her one good thing to always remember "It's better to be productive than right." You really need to take that to heart as you don't always have to be right but you do need to be productive. You need to find a common goal to work together as she is tired of watching you make faces at each other.

Mrs. Welch, 3108 Monteray Drive, Norton, Ohio, read her prepared statement regarding the roads (see attached). Mrs. Welch stated she felt we have a good Administrative team and she encouraged Council to continue to work with them.

CONSIDERATION OF MINUTES

Consideration of the August 17, 2015 Committee Work Session, approved as submitted.

Consideration of the August 24, 2015 Regular Council Meeting. Mrs. Richards noted two (2) typos on page # 8 lines 11 and 15 it states Mr. *Market* not Mr. Markey. The minutes are approved as corrected.

Consideration of the August 31, 2015 Special Council Meeting, approved as submitted.

Consideration of the September 8, 2015 Committee Work Session-*Deferred to 9-28-15*

REPORTS FROM OFFICERS, BOARDS AND COMMISSIONS

There were no reports.

PUBLIC HEARINGS-None

INTRODUCTION OF NEW LEGISLATION

RES #51-2015

Mr. Toulsey offered Res. #51-2015 for its first reading and asked the Clerk to read it.

A RESOLUTION OF APPRECIATION FOR THE SERVICE OF DANNY GREETHER FOR HIS SERVICE AS WARD 2 MEMBER OF THE CITY OF NORTON COUNCIL, AND DECLARING AN EMERGENCY.

Mr. Toulsey moved to waive the second and third readings, seconded by Ms. Whipkey

Roll Call: Yeas: Toulsey, Whipkey, Pelot, McGlone, Pierson, Rodgers
Nays: None

Motion passed 6-0.

Mr. Toulsey moved to adopt Res. #51-2015, seconded by Ms. Whipkey. Mr. Toulsey stated that he was surprised with Mr. Grether's resignation and read part of an email he initially sent to the Barberton Herald: *"I know this had to be a very difficult decision for Danny, after witnessing his passion and desire to serve Norton residents, which he did with great integrity. That being said, I respect his decision to put family first, further detailing his character. I wish him and his family all the best going forward"* Mr. Rodgers stated he was also surprised with the resignation and he does expect to see Mr. Grether come back some day.

Roll Call: Yeas: Toulsey, Whipkey, Pelot, McGlone, Pierson, Rodgers
Nays: None

Motion passed 6-0.

INTRODUCTION OF PRIOR LEGISLATION

ORD #45-2015

Mr. Rodgers offered Ord. #45-2015 for its second reading and asked the Clerk to read it:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR JOB CREATION AND RETENTION AND TAX SHARING REVENUE 2015-2016 VERSION, AND DECLARING AN EMERGENCY.

Second reading only.

ORD #48-2015

Mr. Rodgers offered Ord. #48-2015 for its second reading and asked the Clerk to read it:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS WITH FIRST MERIT EQUIPMENT FINANCE, INC. FOR THE LEASE-PURCHASE OF A LIFE LINE "CUSTOM SUPERLINER" TYPE III AMBULANCE FROM PFUND SUPERIOR SALES, AND DECLARING AN EMERGENCY.

Second reading only.

ORD #49-2015

Mr. Rodgers offered Ord. #49-2015 for its second reading and asked the Clerk to read it:

AN ORDINANCE AUTHORIZING REAL PROPERTY TAX EXEMPTIONS WITH RESPECT TO CERTAIN REAL PROPERTY WITHIN THE CITY OF NORTON COMMUNITY REINVESTMENT AREA FOR THE PURPOSE OF ENCOURAGING ECONOMIC DEVELOPMENT WITHIN THAT AREA; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A COMMUNITY REINVESTMENT AREA TAX ABATEMENT AGREEMENT WITH KDA MANUFACTURING LLC, AND DECLARING AN EMERGENCY.

Mr. Rodgers moved to waive the third reading, seconded by Ms. Whipkey. Mrs. Carr explained that late Friday we did receive confirmation from the State of Ohio that our CRA was granted and we can officially allow them to get started.

Roll Call: Yeas: Rodgers, Whipkey, Pelot, McGlone, Pierson, Tousley
Nays: None

Motion passed 6-0.

Mr. Rodgers moved to adopt Ord. #49-2015, seconded by Ms. Whipkey.

Roll Call: Yeas: Rodgers, Whipkey, Pelot, McGlone, Pierson, Tousley
Nays: None

Motion passed 6-0

UNFINISHED BUSINESS

There was none

NEW BUSINESS

Ms. Whipkey stated that looking at the road program she questioned if we permit heavy duty construction on the residential roads and if there is a load limit of what can come in? Mrs. Carr stated she would be happy to research that but she believes it's broken down by areas. Ms. Whipkey stated she would like to see some legislation written relating to mitigating for the damages caused to our roads. Possibly something that could protect the secondary roads and perhaps presenting something to Kimble now in relation to their upcoming contract. Mr. Pelot stated that the enforcement issue is something to be considered with the legislation. Mr. Rodgers suggested having bonds posted to protect the roads. Mr. Pierson asked if we currently post in the neighborhoods. Mayor Zita stated that the weight scales were having issues with calibrating them and they were returned. Mr. Pierson suggested contracting with State Patrol on this.

PUBLIC SERVICE ANNOUNCEMENTS

Mayor Zita read several announcements (see attached).

PUBLIC UPDATES

There were none

ADJOURN

There being no other business to come before the Regular Council Meeting, the meeting was adjourned at 9:00 PM.

Rick Rodgers, President of Council

I, Karla Richards, CMC-Clerk of Council for the City of Norton, do hereby certify that the foregoing minutes were approved at a Regular Council Meeting held on September 28, 2015.

Karla Richards, CMC-Clerk of Council

NOTE: THESE MINUTES ARE NOT VERBATIM*

****ORIGINAL SIGNED AND APPROVED MINUTES ARE ON FILE WITH THE CLERK OF COUNCIL****

All Council & Committee Meetings will be held at the Norton Safety Administration Building, unless otherwise noted.