

# *The Village of Northfield*

## REGULAR COUNCIL MEETING AGENDA

NOVEMBER 10, 2021, 7:30 p.m.

10455 NORTHFIELD ROAD

NORTHFIELD, OHIO 44067

### **Call to Order; Roll Call**

**Approval of Minutes:** October 27, 2021 Regular Council Meeting

### **Remonstrances:**

#### **Reports of Municipal Officers:**

Jesse J. Nehez, Mayor

Finance Director, Jennifer Potvin

Brad Bryan, Law Director

Engineer, Dan Collins

Tinker's Creek Watershed Partners Community Membership Renewal for 2022

#### **Department Heads:**

John Zolcus, Police Chief

Jason Buss, Fire Chief

Jason Walters, Service/Building Superintendent

#### **Reports of Municipal Boards and Commissions:**

Alan Hipps, Planning Commission

Mayor Nehez, Recreation Board

Mayor Nehez, Cemetery Board

#### **Reports of Standing Committees:**

Finance, Nick Magistrelli

Roads and Public Works, Jennifer Domzalski

Health and Welfare, Keith Czerr

Wages and Working Conditions, Gary Vojtush

Fire and Safety, Renell Noack

Buildings and Grounds, Alan Hipps

**Legislation:**

**Ordinance No. 2021-38, An Emergency Ordinance Amending Section 618.07 of the Codified Ordinances Relating to Barking or Howling Dogs (Third Reading)**

**Resolution No. 2021-45, An Emergency Resolution Requesting the Summit County Fiscal Officer, in the Year 2022, to Advance to the Village Monies to which the Village Is Entitled from the Proceeds of Tax Levies for the Tax Year 2021  
(First Reading)**

**Old Business; New Business; Announcements**

**Executive Session (If Necessary)**

**Adjournment**

**VILLAGE OF NORTHFIELD ORDINANCE NO. 2021-38  
AN EMERGENCY ORDINANCE AMENDING SECTION 618.07 OF THE CODIFIED  
ORDINANCES RELATING TO BARKING OR HOWLING DOGS**

WHEREAS, in order to streamline enforcement procedures, the Police Department has requested amendments to Codified Ordinance Section 618.07 relating to barking or howling dogs.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein amends Section 618.07 of the Codified Ordinances as indicated in the attachment hereto.

SECTION 2. That the rest and remainder of the Codified Ordinances shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Ordinance were taken in an open meeting of this Council or any of its legal committees and/or were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that this amendment will assist with the Police Department's ability to administer and enforce the infractions in question, and this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jennifer Domzalski, Pres. Pro-Tem of Council

\_\_\_\_\_  
Jesse J. Nehez, Mayor

Approved as to Legal Form.

\_\_\_\_\_  
Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jennifer Potvin, Clerk of Council

**618.07 BARKING OR HOWLING DOGS.**

(a) No person shall own, harbor, or keep in custody a dog within the Municipality, which by frequent and habitual barking, yelping, or howling, creates loud and disturbing noises of such a character, intensity, and duration as to disturb the peace, quiet, and good order of the Municipality which disturbs the peace by barking, yelping, howling, or making other loud noises to the annoyance and/ or discomfort of any person. ~~Continuous barking, yelping, howling, or making other loud noises for 15 consecutive minutes by such dog, whether confined within a residence or building or to the outside area, shall be deemed to have disturbed the peace and to have caused the annoyance and discomfort of persons;~~ provided, that at the time of the complaint, no person or persons were trespassing or threatening to trespass upon the private property of the owner, and provided that the dog was not being teased or provoked in any manner.

(b) Any person who shall allow any dog habitually to remain, be lodged, or fed within any dwelling, building, yard, or enclosure owned or occupied by such person shall be considered as harboring or keeping such dog.

~~(c) Upon an initial complaint, an enforcement officer shall warn the person in writing of the violation. Upon a second such complaint within one year, the enforcement officer shall charge the person with a violation of this section.~~

~~(d)~~ (c) Division (a) of this section does not apply to blind, hearing impaired, or mobility impaired persons when the dog serves as an assistance dog.

~~(e)~~ (d) Whoever violates this section is guilty of a minor misdemeanor.

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2021-45  
AN EMERGENCY RESOLUTION REQUESTING THE SUMMIT COUNTY FISCAL  
OFFICER, IN THE YEAR 2022, TO ADVANCE TO THE VILLAGE MONIES TO WHICH  
THE VILLAGE IS ENTITLED FROM THE PROCEEDS OF TAX LEVIES FOR THE  
TAX YEAR 2021**

WHEREAS, O.R.C. Section 321.34 provides that money in the County Treasury to the credit of the account of a local authority and lawfully applicable to the purpose of the current fiscal year, may be withdrawn by a municipality upon the proper request; and

WHEREAS, Council has found and determined that sound fiscal policy requires that such withdrawal be requested from the Summit County Fiscal Officer.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That in 2022, the Summit County Fiscal Officer is hereby requested to draw warrants and pay the Village of Northfield all monies presently being held in the Summit County Treasury to the accounts of the Village lawfully applicable to the purpose of the 2022 fiscal year and derived from the proceeds of tax levies for the tax year 2021.

SECTION 2. That the Director of Finance is hereby authorized and directed to promptly forward a copy of this Resolution to the Summit County Fiscal Officer.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it is necessary for the provision of municipal services by the Village, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jennifer Domzalski, Pres. Pro-Tem of Council

\_\_\_\_\_  
Jesse J. Nehez, Mayor

Approved as to Legal Form.

\_\_\_\_\_  
Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jennifer Potvin, Clerk of Council

# Tinker's Creek Watershed Partners Member Services



Tinker's Creek Watershed Partners (TCWP) was initially formed as an alliance between the Tinker's Creek Land Conservancy and the Cuyahoga County Board of Health in 2005. TCWP has been an independent non-profit organization since 2006 providing assistance to local communities and creating partnerships to ensure the continued health of the Tinker's Creek and Brandywine Creek watersheds. Annual community memberships help us provide the following services to our member communities:

- Assistance to local governments and councils to understand and implement new MS4 permit requirements and updating regulations where appropriate.
- Assistance with your community stormwater program and stormwater control measure (SCM) practices.
- Training opportunities on watershed management practices for landowners, community professional, and municipal workers. These training will help communities meet MS4 permit requirements.
- Resource assistance for local governments on economic incentives of watershed management, conservation, pollution prevention, and other practices.
- Assistance in implementation of SCM practices that support onsite-based management practices, erosion and sediment control, riparian and wetland setbacks, and other improved local practices on new and redevelopment projects to address water quantity and quality issues.
- Assistance in the preservation and protection of open spaces that aid the community in watershed management, conservation, pollution prevention, and other practices.
- Zoning ordinance review and assistance to help ensure compliance on stormwater, riparian and watershed issues.
- Grant writing assistance for stormwater, watershed, and green space protection.

*A one-year community membership with Tinker's Creek Watershed Partners is available for \$1,000.*

## *Our Mission*

The mission of Tinker's Creek Watershed Partners is to protect and restore water quality and habitats in the Tinker's Creek and Brandywine Creek watersheds through community partnerships.

## *For more information, please contact:*

**Kate Chapel, Senior Project  
Manager**

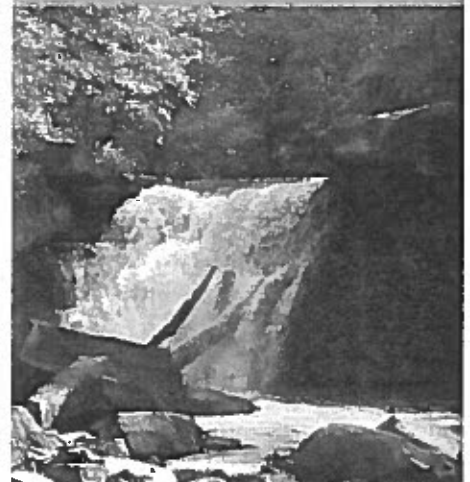
10075 Ravenna Road  
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330-963-6243

[kchapel@tinkerscreekwatershed.org](mailto:kchapel@tinkerscreekwatershed.org)

**Ana Burns, President**

P.O. Box 444  
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330-703-9083  
[ana.burns@davey.com](mailto:ana.burns@davey.com)

**[www.tinkerscreek.org](http://www.tinkerscreek.org)**



**MEMORANDUM OF UNDERSTANDING**  
**Tinker's Creek Watershed Partners and Village of Northfield**

This Memorandum of Understanding (MOU) is entered into this \_\_ day of \_\_\_\_\_, 20 \_\_, between the Village of Northfield by its designated representative, and the Tinker's Creek Watershed Partners, Inc (TCWP), by its Executive Director. The duration of this agreement shall be from 01/01/2022 to 12/31/2022, subject to annual review and modification as provided below.

**Section A**

The purpose of this MOU is to acknowledge certain duties undertaken by the Village of Northfield in fulfillment of a permit from the Ohio Environmental Protection Agency, (EPA) authorizing discharges of stormwater from a municipal separate storm sewer system (MS4), and to define the role of the TCWP in assisting the Village of Northfield to fulfill those duties. The parties to this MOU hereby recognize the following background to this MOU:

1. TCWP is a non-profit organization supported by communities in the Tinker's Creek and Brandywine Creek watersheds to assist those communities in the management of stormwater runoff and related resource management issues. TCWP, through its Board of Directors and staff, is a recognized expert in stormwater management issues.
2. The Village of Northfield is a member in good standing of the TCWP.
3. The Village of Northfield is required to obtain a permit from EPA under General National Pollution Discharge and Elimination System (NPDES) Permit No.: OHQ000003 for stormwater discharges from its MS4, as defined in the permit.

**Section B**

Under this MOU, the Village of Northfield agrees to the following:

1. It will use its best faith efforts to provide TCWP with information about its obligations under the permit, issues pertinent to stormwater management, and the plans, programs, and resources that it has committed to fulfilling its obligations under the permit.
2. It will consider in good faith each year its decision to retain membership in TCWP and will continue such membership as long as it is deemed in the best interests of the Village of Northfield. Nothing in this agreement shall be construed to commit the Village of Northfield to continuing membership in TCWP.
3. Its permit obligations are solely its responsibility and will continue in accordance with the terms of the permit whether or not the Village of Northfield remains a member of the TCWP.

**Section C**

Under this MOU, TCWP agrees to the following:

1. It will use best faith efforts to collect information, consult with the Village of Northfield on its program and plans, and assist the Village of Northfield in fulfilling its obligations under the permit.
2. All costs for time spent by staff on regular and customary work as described in Section D will be covered by the Village of Northfield annual dues to TCWP. The Village of Northfield shall reimburse TCWP for all out of pocket costs incurred on its behalf. Any additional costs for specific materials, consulting, or programs will be negotiated and accepted by mutual agreement at the time such materials or service are provided. Nothing in the MOU shall be construed to commit the Village of Northfield to any specific expenditure.

#### **Section D**

Under this MOU, TCWP further agrees to provide the following services to the Village of Northfield:

1. **Minimum Control Measures #1: Public Education and Outreach:** TCWP will provide the following services:
  - a. Quarterly newsletter with articles related to stormwater and watershed management issues for use and publication by the Village of Northfield.
  - b. As they are developed by TCWP, materials such as brochures, flyers, booklets, and other ready-to-print materials will be provided to the Village of Northfield.
  - c. TCWP will provide a minimum of four (4) NPDES Phase II updates to the Village of Northfield's designated stormwater manager on grant and outreach opportunities.
  - d. The Village of Northfield will receive an electronic copy of the TCWP Annual Report to be used at the community's discretion.
  - e. Participate as a speaker in the role of public education/outreach in one (1) public meeting per year, if requested, in the Village of Northfield, and may participate in additional meetings as requested by the Village of Northfield. TCWP's participation may include developing Power Point presentations and related handouts and researching and recommending other speakers as dictated by the topic. TCWP will also notify the Village of Northfield of meetings outside of the Village of Northfield. The Village of Northfield or sponsoring organization will organize and advertise these public meetings.
  - f. Offer advice and participate as appropriate in Village of Northfield public events.
  - g. Maintain the TCWP website with information associated with general stormwater and watershed material that the Village of Northfield may use at their discretion.



2. **Minimum Control Measures #2: Public Involvement and Participation:** TCWP will provide outreach and assistance to landowners at the Village of Northfield's request.
  - a. TCWP will provide a free table to the Village of Northfield at an annual watershed event to aid in fulfilling outreach requirement. TCWP will provide general advertising for the event but additional outreach to Village of Northfield's residents will be the responsibility of the community (i.e. through community newsletter or sewer bills).
  - b. TCWP will provide assistance to the Village of Northfield at community events pertaining to stormwater and watershed education as requested.
3. **Minimum Control Measure #6: Pollution Prevention and Good Housekeeping on Community Operations:** TCWP will offer the Village of Northfield with one (1) hour of Good Housekeeping training per year in the month of December, unless otherwise specified.
4. TCWP will cooperate with other providers of services to the Village of Northfield in fulfillment of permit requirements.
5. TCWP will assist the Village of Northfield as appropriate in the preparation of grant requests to meet the requirements of its Stormwater Management Program. This may include, but is not limited to, funding requests under the Clean Ohio Fund and the Ohio Environmental Education Fund.
6. TCWP will provide other services, as appropriate, as requested by the Village of Northfield.

#### **Section E**

It is intended by the parties that this MOU clearly express the intentions and understandings of the parties that will govern their best faith efforts to cooperate in the fulfillment of the Village of Northfield obligations under the EPA Permit. Nothing herein shall be considered a contractual commitment by either party.

The Village of Northfield's binding obligations shall be limited to the terms of the permit and to decisions that may be made from time to time by the appropriate officials, acting in accordance with Ohio law.

TCWP's good faith efforts to provide the assistance described herein shall continue only as long as the Village of Northfield remains a member in good standing of TCWP, in accordance with the ordinances of the corporation. TCWP's provision of services under this MOU shall also be consistent with its mandate to provide similar services to its other member communities on a fair and equitable basis.

**Section F**

This MOU shall be reviewed on an annual basis and shall be modified to the extent necessary each year to effectively meet the goals of each of the parties. Either party may terminate this agreement upon 30 days written notice. Upon termination, the parties will seek to fulfill pending projects and commitments based upon mutual agreement.

This memorandum and the understandings contained herein are hereby accepted by the Village of Northfield and TCWP.

Tinker's Creek Watershed Partners, Inc.

Village of Northfield

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Harry Stark, Executive Director

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Community Representative

# INVOICE

Date: September 14, 2021



Tinker's Creek Watershed Partners  
P.O. Box 444  
Twinsburg, Ohio 44087  
330-963-6243  
kchapel@tinkerscreekwatershed.org

T Mayor Jesse J. Nehez  
O Village of Northfield  
10455 Northfield Rd  
Northfield, Ohio 44067

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Tinker's Creek Watershed Partners Community Membership Renewal, January 2022 through December 2022.	\$1,000.00	\$1,000.00
<b>TOTAL</b>			<b>\$1,000.00</b>

Make all checks payable to Tinker's Creek Watershed Partners  
Thank you for your membership!