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February 11, 2026

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Re: Canton Extraterritorial Water Service Within Perry Township

Dear Mr. Reese:

As you are aware, Mayor Sherer (the “Mayor”) has issued a series of letters addressed to Perry Township (the “Township”), Township property owners, residents and businesses, among others. According to those letters, the Mayor has implemented a policy for the review of “new” requests for extraterritorial water service from the City of Canton (“City”) on some unspecified “case-by-case” basis. The Township has been informed that the Mayor’s implementation of such policy has already resulted in the denial of requests for new service and, otherwise, has created significant confusion and consternation regarding prospective and pending sales of real property in the Township.

The availability of a convenient, reliable, and non-discriminatory supply of potable water is vital to the residents and business operations in the Township and essential to the economic well being, growth, stability, and prosperity of the Township generally. In light of the Mayor’s stated policy, and its immediate and direct impact on the Township, this will serve as notice that the Township intends to explore and implement its own water supply for the entire territory within the Township currently served by the City’s extraterritorial water service (the “Service Area”). The Township is authorized to pursue this recourse under R.C. 504.18-.20 and R.C. Chapter 163.

The City’s extraterritorial water service for the unincorporated area of the Township is what one appellate court has recently recognized as “exceptional” and “not favored.” That same court stressed that the “default providers of utility services” for unincorporated areas include “private for-profit entities.” The Township has just such a private provider ready, willing, and able to supply water for

Jason P. Reese, Esq.  
Canton Law Director  
February 11, 2026  
Page 2

the Service Area. Since a private supplier now has the wherewithal to assume coverage of the Service Area, the Mayor's implementation of a threatening, injurious, and discriminatory policy, provides the necessary impetus to move forward with the Township's own water supply.

The authority of the City to sell surplus water to extraterritorial customers in the Township also operates to "prohibit municipalities from entering the general public utility business outside of its boundaries to compete with other entities." As stated by the Ohio Supreme Court:

[The "utility clauses" of the Ohio Constitution] clearly intended to limit municipalities primarily to the furnishing of services to their own inhabitants and to prevent such municipalities from entering into the general public-utility business outside their boundaries in competition with private enterprise.

In the end, the Township's organization and operation of its own water supply will remove the City's unlawful competition with the private enterprise that is prepared to fulfill the needs of the Service Area.

In the meantime, this will further serve as notice that the Township intends to file suit seeking, among other relief, an injunction suspending any further implementation of the Mayor's policy. The policy is, on its face, discriminatory, subjecting the assessment of requests for extraterritorial water service to *ad hoc*, "case-by-case," consideration instead of any universal, neutral, and objective criteria. Moreover, the policy materially interferes with long-standing, established contractual expectations. To the extent any of those contractual agreements did not specify a duration (for the continued extraterritorial supply of City water within the Service Area), modification or termination of those agreements nevertheless requires a period of "reasonable notice," as a matter of law. The Township will maintain that the Mayor's implementation of his *ad hoc* policy required, at a minimum, reasonable notice to those affected and, thus, cannot be immediately acted upon. The Township expects to request that a court find that a reasonable period of time is that required to provide an alternative, unrestricted, and unconditioned water supply; meaning, the period of time expected for the Township's formation of its own water supply for the Service Area.

Otherwise, we will also take this opportunity to provide notice that it is the Township's position that the Mayor's policy is unlawful on additional grounds. The City's current surcharge may be unlawful as well. The retaliatory policy, which the Township believes exceeds the administrative power of the Office of Mayor, may violate the terms and conditions placed on the use of public grant money (used for various improvements of infrastructure within a defined territory, including the Service Area) and may violate prior cooperative agreements between the City and Township regarding infrastructure (and road improvement) projects. As for the extraterritorial surcharge, the courts have held that an extraterritorial municipal utility operates in a "proprietary capacity" and, therefore, is limited to a "reasonable profit" on the surplus sale. The arbitrary surcharge for the Service Area does not appear to be based upon any neutral, objective criteria providing any "reasonable and fair difference in conditions that equitably and logically justify a different rate."

Jason P. Reese, Esq.  
Canton Law Director  
February 11, 2026  
Page 3

The Township demands that the City suspend the Mayor's *ad hoc* water service policy. Further, we request that the City respond to this demand within ten (10) days to avoid the filing of suit.

The appropriation authority of the Township, under R.C. 504.19, extends broadly to all "public or private land, easement, rights, rights-of-way, franchises, or other property" required by the Township to operate its own water supply. This expansive grant encompasses all tangible physical assets involved, and any property rights (easements or other) for the operation of those assets. The Township will, ultimately, need to determine a reasonable value for the "water supply facilities" to be obtained and, for that purpose, will be following-up on its prior and outstanding requests for public records. We would appreciate the City's cooperation in response to those requests, to assist in the anticipated appraisal process.

Sincerely yours,

*s/Jim Mathews*

James F. Mathews

cc: Stark County Engineer  
Stark County Commissioners  
Board of Trustees  
Township Administrator