

AGENDA

DATE: APRIL 19, 1999
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

1. ROLL CALL
2. INVOCATION - COUNCILMAN PAUL LAMBERT
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA
6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

MR. TRIBETT EXCUSED AFTER
CDO. # 69-1999 (8:00 pm)

ORDINANCE NO. 59 - 1999 **BY: POLICE AND FIRE COMMITTEE**

P AN ORDINANCE authorizing the Mayor and the Chief of Police to enter into an agreement with the Federal government for the sharing of asset forfeiture funds for use by the Massillon Police Department, and declaring an emergency.

ORDINANCE NO. 60 - 1999 **BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE**

file P AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and to enter into a contract, upon award and approval of the board of Control, with the lowest and best bidder for **NEOCOM I Industrial Park**, Phase 1 in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 61 - 1999 **BY: HEALTH, WELFARE & BUILDING REGULATIONS COMM.**

P AN ORDINANCE amending CHAPTER 1129 "BOARD OF ZONING APPEALS" of the Codified Ordinances of the City of Massillon, by repealing existing Section 1129.01 "Creation and Membership" of said CHAPTER 1129 and enacting a new Section 1129.01 "Creation and Membership" of said CHAPTER 1129, and declaring an emergency.

ORDINANCE NO. 62 - 1999 **BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

file P AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from A-1 Agricultural to RM-1 Multiple Family Residential, and declaring an emergency,

ORDINANCE NO. 63 - 1999 **BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

file P AN ORDINANCE accepting the Final Plat for **Friendship Acres No. 1** in the City of Massillon, Stark County, Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

ORDINANCE NO. 64 - 1999 **BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

file P AN ORDINANCE accepting the Final Plat for **NEOCOM I Industrial Park**, Phase 1 in the City of Massillon, Stark County, Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

ORDINANCE NO. 65 - 1999 **BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

file P AN ORDINANCE recommending approval of a dedication of a proposed **drainage easement** located on parts of **Lot No. 15526 and Lot No. 15536**, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

get signatures, money from East Ohio & Record.

APRIL 19, 1999

ORDINANCE NO. 66 - 1999 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

AN ORDINANCE petitioning the Board of County Commissioners of Stark County, Ohio, for a change in the township lines of Massillon and Tuscarawas Township, and declaring an emergency.

ORDINANCE NO. 67 - 1999 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications and to advertise for and receive sealed bids, according to law, for the sale of City owned land located at 515 26th Street S.E. and known as and being lot Nos. 6935, 6939, 6944, 6945, 6946 and north one-half of Lot No. 6937 in the City of Massillon, Stark County, Ohio and owned by said City, which is not needed for any municipal purpose, and declaring an emergency.

ORDINANCE NO. 68 - 1999 BY: COMMUNITY DEVELOPMENT ANNEXATION COMMITTEE

AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into a contract agreement with Miller Land Development Inc., to reimburse the City of Massillon for engineering work for infrastructure improvements at NEOCOM I Industrial Park, Phase 1, and declaring an emergency.

ORDINANCE NO. 69 - 1999 BY: FINANCE COMMITTEE

AN ORDINANCE authorizing the Mayor to enter into a Loan Agreement with Ohio EPA/WPCLF for the design of the Wastewater Treatment Plant upgrade, and declaring an emergency.

ORDINANCE NO. 70 - 1999 BY: FINANCE COMMITTEE

AN ORDINANCE authorizing the Mayor to enter into a Loan Agreement with Ohio EPA/WPCLF for the construction of the Fothergill-Bellmont Sanitary Sewer, and declaring an emergency.

ORDINANCE NO. 71 - 1999 BY: FINANCE COMMITTEE

A ORDINANCE establishing three funds entitled "Fothergill/Belmont Project", "WWT Plant Upgrade" and "Federal Law Enforcement Fund", creating line items within said funds, and declaring an emergency.

ORDINANCE NO. 72 - 1999 BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, Youth Center Activity Fund and the Special Assessment Bond Retirement Shaw/Castle West Fund for the year ending December 31, 1999, and declaring an emergency.

ORDINANCE NO. 73 - 1999 BY: FINANCE COMMITTEE

AN ORDINANCE authorizing the Mayor to accept a Subgrant Award from the Violence Against Women Act (VAWA) for use by the Massillon Prosecutor's Office for the Domestic Violence Program and Declaring an emergency.

APRIL 19, 1999

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

(A) LETTER OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LICENSE FROM GRAYDON L. HOLMAN, ESTATE RAE LORRAINE BOROWSKY, EXTX, DBA THIRD BASE SPORTS BAR, 2233 W. MAIN STREET, FIRST FLOOR, MASSILLON, OHIO, 44646 TO RAE LORRAINE BOROWSKY, DBA THIRD BASE SPORTS BAR, 2215 W. MAIN STREET, FIRST FLOOR, MASSILLON, OHIO 44646

9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

- A). MAYOR SUBMITS MONTHLY REPORT FOR MARCH - 1999
- B). POLICE CHIEF SUBMITS MONTHLY REPORT FOR MARCH - 1999
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR MARCH - 1999
- D). TREASURER SUBMITS MONTHLY REPORT FOR MARCH - 1999
- E). MAYOR TO PRESENT PROPOSED CITY STREET PROGRAM FOR 1999

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS

13. CALL OF THE CALENDAR

14. THIRD READING ORDINANCES AND RESOLUTIONS

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 53 - 1999 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

AN ORDINANCE approving an application for assistance under Title I of the Housing and Community Development Act of 1974, as amended, including the Consolidated Plan and Annual Action Plan; authorizing the execution and filing of the application and related assurances and certifications, and declaring an emergency.

16. NEW AND MISCELLANEOUS BUSINESS

17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA

18. ADJOURNMENT

SHARON HOWELL
COUNCIL CLERK

THERE IS A PUBLIC HEARINGS THIS EVENING AT 6:30
REGARDING ORDINANCE NO. 53 - 1999
COMMUNITY DEVELOPMENT BUDGET FOR 1999

DATE: April 19, 1999 CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 59 - 1999

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Chief of Police to enter into an agreement with the Federal Government for the sharing of asset forfeiture funds for use by the Massillon Police Department, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Mayor and the Chief of Police are hereby authorized to enter into an agreement with the Federal Government for the sharing of asset forfeiture funds for use by the Massillon Police Department.

Section 2:

That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community and that the grant is necessary for the Massillon Police Department to receive our share of forfeiture funds from participation in joint investigations with the FBI and other Federal agencies. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____ 1999

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: April 19, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 60 - 1999

BY: STREET, HIGHWAY, TRAFFIC AND SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and to enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for NEOCOM I Industrial Park, Phase 1 in the City of Massillon, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for NEOCOM I Industrial Park, Phase 1 in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and to receive sealed bids for according to law, and enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for NEOCOM I Industrial Park, Phase 1, in the City of Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to begin the NEOCOM I Industrial Park, Phase 1 Project in that the development will provide job opportunities within the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____, 1999

ATTEST: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: April 19, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 61 - 1999

BY: HEALTH, WELFARE AND BUILDING REGULATIONS COMMITTEE

TITLE: AN ORDINANCE amending CHAPTER 1129 "BOARD OF ZONING APPEALS" of the Codified Ordinances of the City of Massillon, by repealing existing Section 1129.01 "Creation and Membership" of said CHAPTER 1129 and enacting a new Section 1129.01 "Creation and Membership" of said CHAPTER 1129, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The existing Section 1129.01 "Creation and Membership" of CHAPTER 1129 "BOARD OF ZONING APPEALS" of the Codified Ordinances of the City of Massillon be and hereby is repealed.

Section 2:

That there be and hereby is enacted a new Section 1129.01 "Creation and Membership" of CHAPTER 1129 "BOARD OF ZONING APPEALS" of the Codified Ordinances of the City of Massillon. Said newly enacted Section shall read as follows:

1129.01 CREATION AND MEMBERSHIP

There is hereby established a Board of Zoning Appeals, which shall perform its duties and exercise its powers as provided under Ohio R.C. Chapter 713 as amended, and in such a way that the objectives of the Zoning Ordinance shall be observed, public safety secured and substantial justice done. The Board shall consist of eight members appointed by the Mayor. The current Board, upon passage of the Zoning Ordinance, shall retain their current positions but replacements shall be in conformance with this section. Appointments shall be as follows: One member appointed for a period of one year; one member appointed for a period of two years; one member appointed for a period of three years, one member appointed for a period of four years; one member appointed for a period of five years; three shall be alternates and their periods of appointment to be consistent with established procedure, respectively thereafter each member shall hold office for the full five-year term. Any vacancies in the Board shall be filled by appointment by the Mayor for the remainder of the unexpired term. The Zoning Board of Appeals shall annually elect its own Chairman, Vice Chairman and Secretary. The compensation of the appointed members of the Board of Zoning Appeals may be fixed by Council.

Section 3:

This ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said enactments are necessary for the more efficient operation of the Building Department of the City of Massillon, Ohio, and for the additional reason for the preservation of the public health, safety and welfare of the community. And provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____, 1999

ATTEST: _____

SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: April 19, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 62 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from A-1 Agricultural to RM-1 Multiple Family Residential, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 hereof from A-1 Agricultural to RM-1 Multiple Family Residential. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on April 14th, 1999 and that notice and public hearing has been given according to law.

Section 2:

The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code of 1985, be and is hereby amended to show the following described area as RM-1 Multiple Family Residential.

Being known as Out Lots 707 and 708, with the following exception: excluding that portion of this property located within a distance of 200 feet, more or less, from the outer perimeter property line of said Out Lots. Said property is located on the south of Richville road, S.E., north of The Legends of Massillon Golf Course.

Section 3:

That this ordinance is declared to be an emergency measure in that the use herein provided for is essential to the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community and that this property would best be served to be designated RM-1 Multiple Family Residential. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after

the earliest period allowed by law.

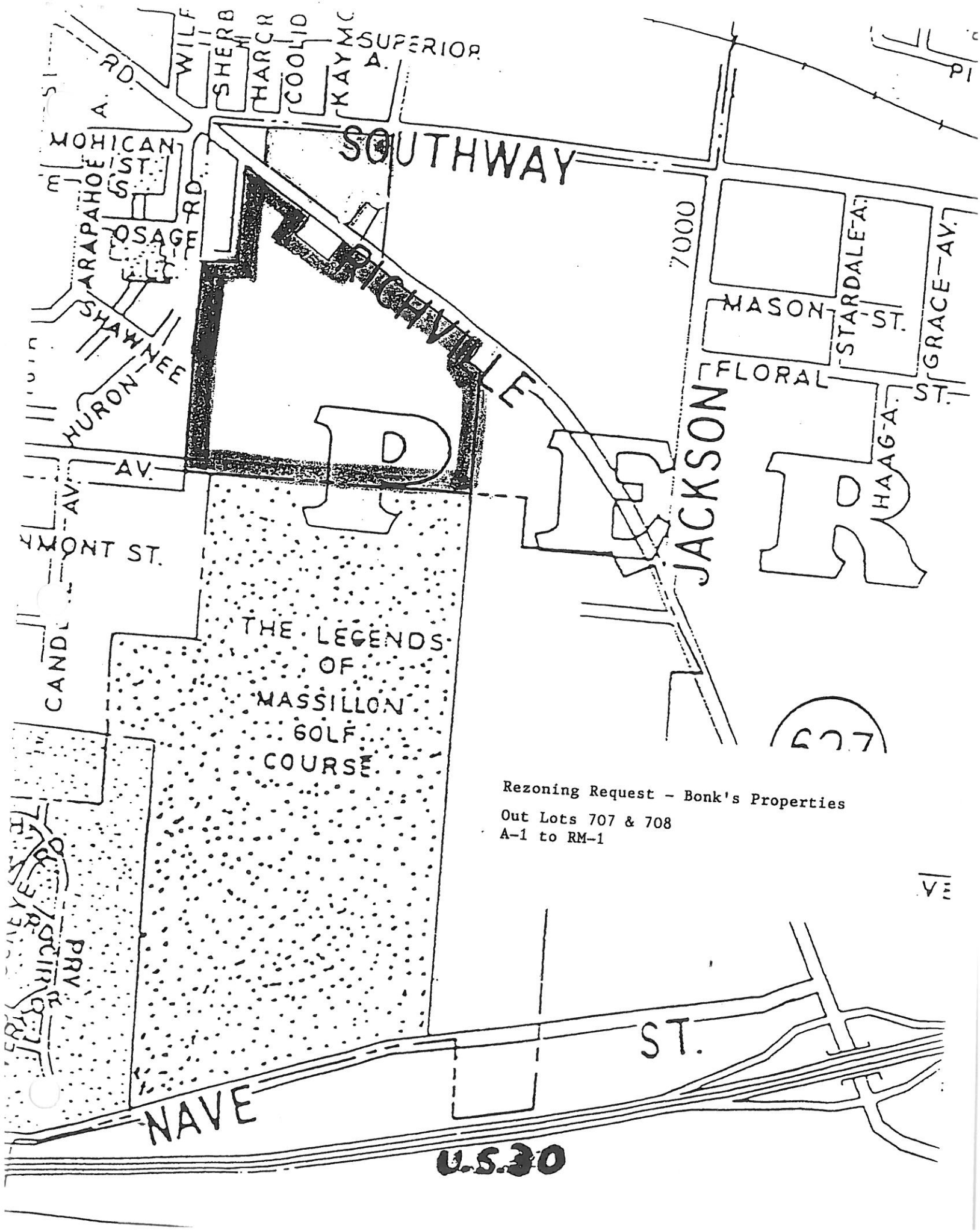
-2-

ORDINANCE NO. 62 - 1999

PASSED IN COUNCIL THIS _____ DAY OF _____ 1999

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR



DATE: April 19, 1999 CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 63 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE accepting the Final Plat for Friendship Acres No. 1 in the City of Massillon, Stark County, Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Final Plat for Friendship Acres No. 1 in the City of Massillon, Stark County, Ohio, presently on file in the Office of the City Engineer, is hereby approved and accepted and that the dedication to public use of the streets and alleys thereon shown, be, and the same is hereby accepted and confirmed. This plat was approved by the Planning Commission at a meeting held March 10th, 1999. The undertaking given by the owners for improvement of streets and now on file with the City Engineer is approved. The description of Friendship Acres No. 1 is as follows:

Being Known as Part of Out Lots 634 and 635, a 16.814 acre parcel located north of Lincoln Way N.W. , east of Manchester Road. This plat will create the following lots:

- 22 lots zoned R-2 Single Family Residential
- 2 lots zoned R-T Two Family Residential
- 1 2.0 acre lot zoned RM-1 Multiple Family Residential
- 1 2.2 acre lot zoned B-1 Local Business

This plat also includes the dedication of portions of Lanedale Street, N.W., Evangel Avenue, N.W. and Brotherly Avenue, N.W.

Section 2:

This Ordinance is declared to be an emergency measure for the reason that said plat is urgently needed for the development of this area and for the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____ 1999

APPROVED: _____
- SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: April 19, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 64 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE accepting the Final Plat for NEOCOM I Industrail Park, Phase 1 in the City of Massillon, Stark County, Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Final Plat for NEOCOM I Industrial Park, Phase 1 in the City of Massillon, Stark County, Ohio, presently on file in the Office of the City Engineer, is hereby approved and accepted and that the dedication to public use of the streets and alleys thereon shown, be, and the same is hereby accepted and confirmed. This plat was approved by the Planning Commission at a meeting held April 14th, 1999. The undertaking given by the owners for improvement of streets and now on file with the City Engineer is approved. The description of NEOCOM I Industrial Park, Phase 1 is as follows:

Being Known as Out Lot 569, a 5.952 acre parcel, located north side of Navarre Road, S.E.. This plat also includes the dedication of a portion of Millennium Boulevard, S.E.

Section 2:

This Ordinance is declared to be an emergency measure for the reason that said plat is urgently needed for the development of this area and for the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____ 1999

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

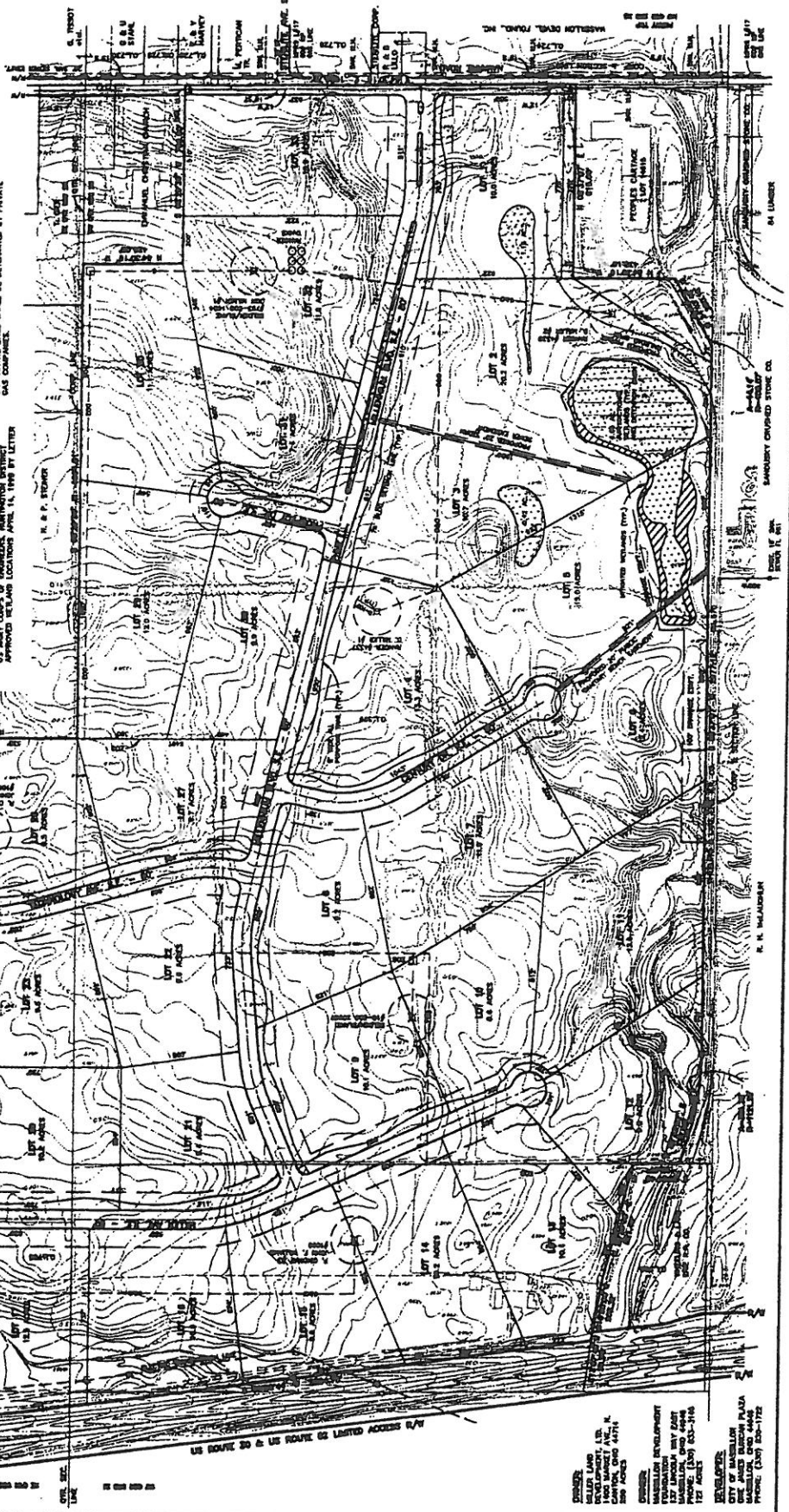


MANHATTAN & ASSOCIATES, LTD.
CONSULTING ENGINEERS
1000 BROADWAY, NEW YORK, N.Y. 10018
TELEPHONE: 212-675-1000

PRELIMINARY PLAN
NEOCOM I INDUSTRIAL PARK - NO. 1
OL 558 & 785 IN THE CITY OF MASSACHUSETTS
STARK COUNTY, OHIO

DATE: 1/25/78
DRAWN BY: [blank]
CHECKED BY: [blank]
APPROVED BY: [blank]

VICINITY MAP



NOTES:

1. INTENDED AIRPORT DESIGN FOR PUBLIC 4/4 SHALL CONFORM TO THE CITY OF MASSACHUSETTS AIRPORT DESIGN STANDARDS AND ACCESS DRIVE SHALL BE LOCATED IN ACCORDANCE WITH THE CITY OF MASSACHUSETTS AIRPORT DESIGN STANDARDS.

2. TOPOGRAPHY COMPILED FROM STARK COUNTY TOPOGRAPHIC MAPS IN 1971. CONTOUR INTERVAL IS 7 FEET.

3. PROPERTY ZONED 1-2, GENERAL INDUSTRIAL.

4. 0 - ROUTES GAS LINE

5. 0 - ROUTES GAS AND OIL LINE

6. 0 - ROUTES GAS AND OIL LINE

7. UTILITY INFORMATION FROM EXISTING RECORDS.

8. SOME EXISTING GAS LINES MAY BE RELOCATED TO FOLLOW PROPOSED LOT LINES. GAS LINES WILL BE RELOCATED TO FOLLOW PROPOSED LOT LINES. ON PRIVATE LINES SHALL BE RETURNED AT PRIVATE GAS COMPANIES.

INITIAL SITE DATA:

APPROXIMATE ACREAGE: 301 ACRES

TYPICAL LOT SIZE: 100 ACRES

STARK COUNTY DEPT. OF PUBLIC WORKS

LOTS 1-15 TO STARK COUNTY DEPT. OF PUBLIC WORKS

LOTS 16-18 TO CITY OF MASSACHUSETTS

WATER SUPPLY: CONSUMERS AND WATER CO.

DRAINAGE FACILITIES: STORM SEWER & FLOOD CONTROL

NUMBER OF PROPOSED LOTS: 33

PROPOSED SETBACK FROM ROAD 8/4 IN 75'

PROPOSED SETBACK FROM ROAD 8/4 IN 75'

PROPOSED SETBACK FROM ROAD 8/4 IN 75'

US ARMY CORP. OF ENGINEERS, MASSACHUSETTS DISTRICT

APPROVED SETBACK LOCATIONS APRIL 14, 1968 BY LETTER

DATE: April 19, 1999 CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 65 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE recommending approval of a dedication of a proposed drainage easement located on parts of Lot No. 15526 and Lot No. 15536, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The approval of a dedication of a proposed drainage easement located on parts of Lot No. 15526 and Lot No. 15536, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, is hereby accepted and confirmed. This dedication of a proposed drainage easement was approved by the Planning Commission at the meeting held November 18, 1998. The City Engineer having requested that the dedication of the easement for the proposed drainage be formally dedicated by the City and on file with the City Engineer is approved as heretofore described:

Being known as Part of Lot No. 15526 and Lot No. 15536, located on the north side of 28th Street, N.W., north of Lincoln Way, N.W. This dedication is for a proposed drainage easement.

Section 2:

This Ordinance is declared to be an emergency measure for the reason that said dedication is urgently needed for proper community growth and hence immediately necessary for the reservation of the health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____ 1999

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

I HEREBY STATE THAT THIS DRAINAGE EASEMENT DEDICATION PART A
TRUE AND CORRECT DRAWING MADE BY ME THIS 15TH DAY OF JUNE, 1998, IS

Dennis D. Fulk, P.S.
DENNIS D. FULK, P.S. 6176

WE, THE UNDERSIGNED, BEING THE OWNERS OF THE LAND AFFECTED, DO
HEREBY DEDICATE THE LANDS SHOWN AS A DRAINAGE EASEMENT TO
PUBLIC USE FOREVER.

WITNESS	OWNER	DATE
<u>Dennis D. Fulk</u>	<u>Carl Click</u> E. CLICK NO. 15526	<u>June 16, 1998</u>
<u>Frederick M. Jalk</u>	<u>Thelma Click</u> T. CLICK NO. 15526	<u>June 16, 1998</u>
<u>Frederick M. Jalk</u>	<u>Carl Click</u> E. CLICK NO. 15536	<u>June 16, 1998</u>
<u>Dennis D. Fulk</u>	<u>Thelma Click</u> T. CLICK NO. 15536	<u>June 16, 1998</u>

STATE OF OHIO S.S.
COUNTY OF STARK

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED THE ABOVE SIGNED OWNERS, WHO SWORE THIS AS THEIR FREE ACT & DEED.

Thelma Click
NOTARY PUBLIC
10/15/98
4/1/98

APPROVED THIS _____ DAY OF _____, 1998. MASSILLON PLANNING COMMISSION

ACCEPTED BY THE COUNCIL OF THE CITY OF MASSILLON BY ORDINANCE

COUNCIL SECRETARY _____ SECRETARY _____ CHAIRMAN _____
ACCEPTED FOR PUBLIC USE BY THE CITY OF MASSILLON. DATE _____

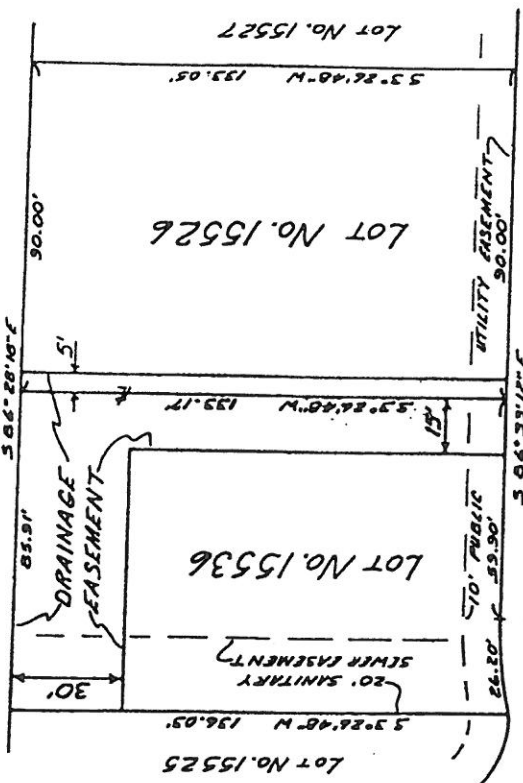
RECEIVED FOR RECORD THIS _____ DAY OF _____, 1998.
RECORDED IN PLAT BOOK _____ PAGE _____

STARK COUNTY RECORDER

DRAINAGE EASEMENT DEDICATION
PART OF CITY LOT NOS. 15526 &
15536, CITY OF MASSILLON,
STARK COUNTY, OHIO.

DENNIS D. FULK, P.S. No. 6176
MASSILLON, OHIO 837-9683
JUNE, 1998
P. 30

OUT LOT No. 575



28TH STREET N.W. - 50' R/W



DATE: April 19, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 66 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE petitioning the Board of County Commissioners of Stark County, Ohio, for a change in the township lines of Massillon and Tuscarawas Township, and declaring an emergency.

WHEREAS, Massillon Township was erected to conform with the corporation limits of the City of Massillon, Stark County, Ohio by the Board of County Commissioners on August 19, 1963, and

WHEREAS, the corporation limits of the City of Massillon, Ohio, have been enlarged since the erection of said Massillon Township, through the annexation of one (1) tract of land comprising a part of Tuscarawas Township, and

WHEREAS, these annexed lands are still shown as a part of Tuscarawas Township, and the County Commissioners must amend the boundaries.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that the corporation limits of the City of Massillon includes one (1) tract of land which is part of Tuscarawas Township, Stark County, Ohio, and that it will be in the public interest of the City to have the boundaries of said Tuscarawas Township changed by excluding this one (1) tract of land from said Tuscarawas Township and adding this one (1) tract of land to Massillon Township within the corporation limits of the City.

Section 2:

The Board of County Commissioners of Stark County, Ohio, are hereby petitioned under the authority of Section 503.07 Ohio Revised Code, to change the Township boundaries of Tuscarawas Township and Massillon Township, all in Stark County, Ohio, by excluding from said Tuscarawas Township by adding to said Massillon Township the respective areas thereof which are presently located within the corporation limits of the City of Massillon, Ohio, which areas are described as follows:

Known as, and being parts of Sections 1,2,3,11 and 12 in the Township of Tuscarawas, County of Stark, State of Ohio and further bounded and described as follows:

Beginning at, and being the true place of beginning for the tract of land herein to be described, a point at the northwest corner of the Southwest Quarter of said Section 3 Tuscarawas Township Stark County; thence S 86°38'00" E and with the south line of said Southwest Quarter a distance of 394.00 feet to a point ;

Thence N 83°03'43" E, a distance of 223.60' to a point;

Thence S 03°22'00" W, a distance of 40.00' to a point;

Thence S 86°38'00" E, a distance of 2309.85' to a point;

Thence along a curve to the right a distance of 1104.24', having a delta angle of 21°50'00", a radius of 2897.79', a chord distance of 1097.57', a chord bearing of S 75°43'00" E to a point:

Thence S 64°48'00" E, a distance of 4301.53' to a point;

Thence along a curve to the left a distance of 821.91', having a delta angle of 8°16'00", a radius of 5696.58', a chord distance of 821.19', a chord bearing of S 68°56'00" E to a point:

Thence S 73°04'00" E, a distance of 5278.09' to a point;

Thence S 86°06'07" E, a distance of 674.03' to a point;

Thence N 21°53'53" E, a distance of 40.59' to a point;

Thence S 79°36'07" E, a distance of 145.20' to a point;

Thence N 83°26'53" W, a distance of 139.20 to a point;

Thence S 2°39'31" E, a distance of 49.50' to a point;

Thence S 62°12'37" E, a distance of 150.00' to a point;

Thence S 1°53'23" W, a distance of 112.87' to a point;

Thence S 73°04'00" E, a distance of 450.89' to a point;

Thence along a curve to the right a distance of 1204.64', having a delta angle of 35°31'31", a radius of 1942.86', a chord distance of 1185.43', a chord bearing of S 55°18'15" E to a point, said point also being on the centerline of 17th St. N.W. Also known as the east line of the Northeast quarter of section 12 Tuscarawas Township, Stark County.

Thence S 3°02'23" E, along said line a distance of 104.01' to a point,

Thence departing from said centerline, and continuing along the following course

Thence along a curve to the left a distance of 1242.73', having a delta angle of 37°56'15", a radius of 1876.86', a chord distance of 1220.15', a chord bearing of N 54°05'53" W to a point;

Thence N 73°04'00" W, a distance of 2139.33' to a point;

Thence N 10°26'00" E, a distance of 11.87' to a point;

Thence N 73°04'00" W, a distance of 78.40' to a point;

Thence S 10°21'30" W, a distance of 11.87' to a point;

Thence N 73°04'00" W, a distance of 4371.86' to a point;

Thence along a curve to the right a distance of 831.43', having a delta angle of 8°16'00", a radius of 5762.58', a chord distance of 830.71', a chord bearing of N 68°56'00" W to a point:

Thence N 64°48'00" W, a distance of 4301.53' to a point;

Thence along a curve to the left a distance of 1079.09', having a delta angle of 21°50'00", a radius of 2831.79', a chord distance of 1072.57', a chord bearing of N 75°43'00" W to a point:

Thence N 86°38'00" W, a distance of 2923.52' to a point, said point also being on the centerline of S.R. 93 (Manchester Ave.) Also known as the west line of the Southwest quarter of section 3 Tuscarawas Township, Stark County.

Thence N 3°05'00" E, along said line a distance of 66.00' to a point,

Said point also being the true place of beginning containing 27.492 acres, more or less, with 0.101 acres being in the Northwest Quarter Section 3 Tuscarawas Township, 4.104 acres being in the Southwest Quarter Section 3 Tuscarawas Township, 4.331 acres being in the Southeast Quarter Section 3 Tuscarawas Township, 4.345 acres being in the Southwest Quarter Section 2 Tuscarawas Township, 4.049 acres being in the Southeast Quarter Section 2 Tuscarawas Township, 0.002 acres being in the Southwest Quarter Section 1 Tuscarawas Township, 0.155 acres being in the Northeast Quarter Section 11 Tuscarawas Township, 4.215 acres being in the Northwest Quarter Section 12 Tuscarawas Township and 6.190 acres being in the Northeast Quarter Section 12 Tuscarawas Township, Stark County, Ohio.

The above described 27.492 acre tract is the property deeded to the City of Massillon as recorded in Official Record Imaging #9505122 of the Stark County Records of Deeds.

The bearing are based on the south line of the Northwest Quarter Section 12 Tuscarawas Township, Stark County, N 86°38'00" W as described Deed Volume 4178 Page 722, Presently or previously owned by Richard H. And Sherry L. Irwin. (hereinafter the "Territory").

Petitioners have attached hereto and made a part of this petition a map showing the accurate boundaries of the territory sought to be annexed marked "Map of territory to be annexed to the City of Massillon."

James Benekos City Engineer, Massillon Municipal Government Center, One James Duncan Plaza, Massillon, Ohio, is hereby appointed agent for the undersigned petitioners as required by RC 709.02 with full power and authority hereby granted to said agent to amend, alter, change, withdraw, refile, substitute, and to take any action necessary for obtaining the granting of this petition shall be made in the petition, description, and/or plat by said agent without further expressed consent of the petitioners.

Section 3:

That attached hereto and made a part of this ordinance is one (1) map covering the tract of land described in Section 2 of this ordinance.

Section 4:

That the Board of County Commissioners of Stark County, Ohio, are hereby petitioned under the authority of Section 503.07, Ohio Revised Code, to add the one (1) tract of land described in Section 2 of this ordinance to Massillon Township, Stark County, Ohio.

Section 5:

That upon passage of this ordinance the Clerk of Council is directed to forward a certified copy thereof and the attached map, together with an authenticated copy of the proceedings relating thereto, to the Board of County Commissioners of Stark County, Ohio.

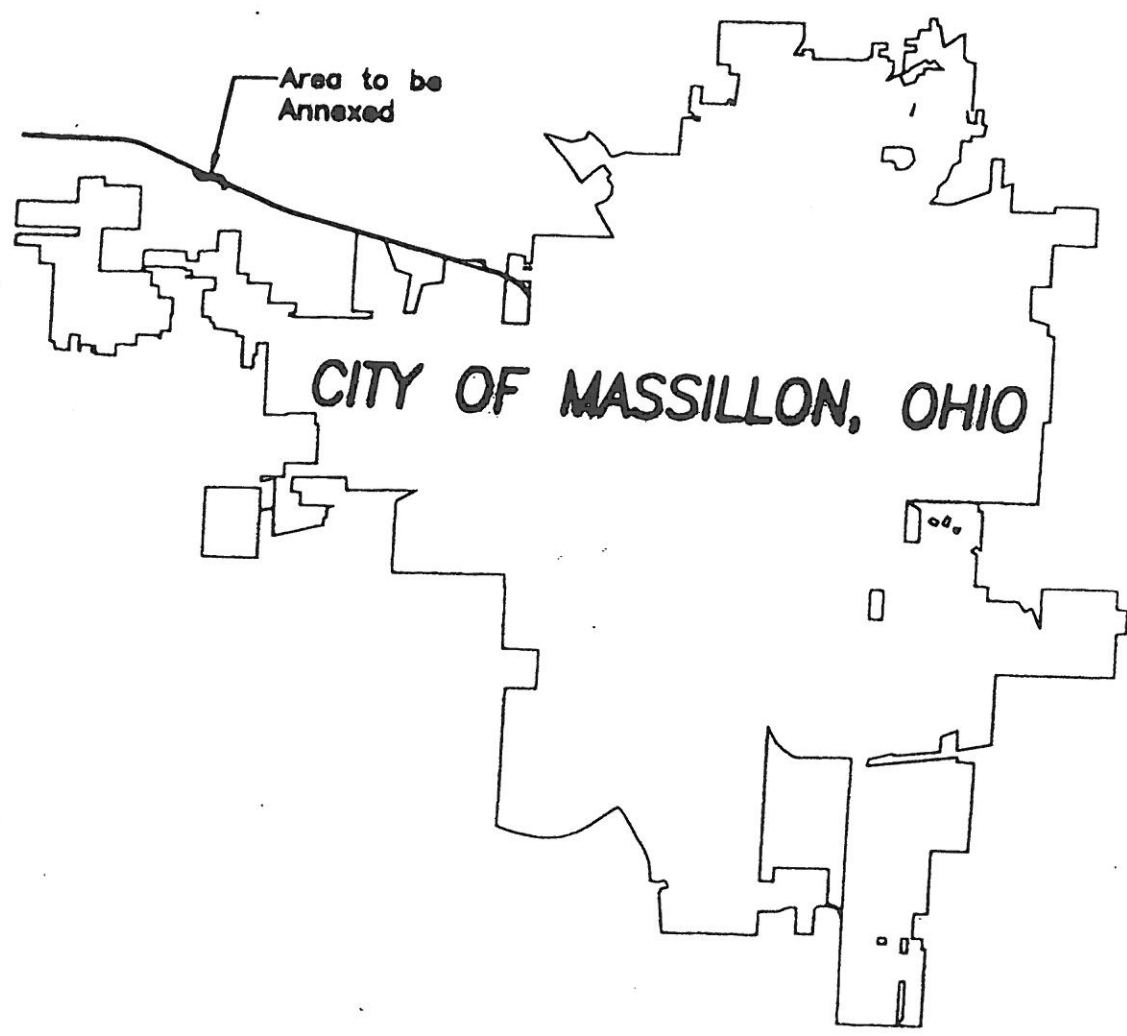
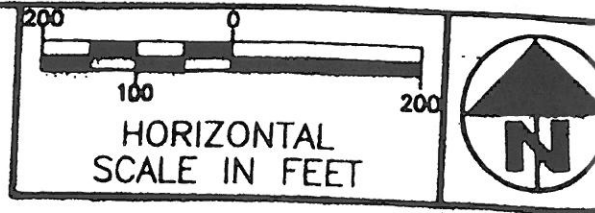
Section 6:

That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of this community and for the further reason that the timely resolution of its subject matter is essential for making the boundary lines of Massillon Township conform with the corporation lines of the City of Massillon, Ohio. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____ 1999

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR



Map of Sippo Valley Trail Section A Annexation
Pt. NW and NE Qtr. Sec 12 / NE Qtr. Sec 11 / SW Qtr. Sec 1 / SW and SE Qtr. Sec 2 / SE, SW and NW Qtr. 3
Tuscarawas Township
Stark County, Ohio

DATE: April 19, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 67 - 1999

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications and to advertise for and receive sealed bids, according to law, for the sale of City owned land located at 515 26th Street S.E and known as and being Lot Nos. 6935, 6936, 6944, 6945, 6946 and north one-half of Lot No. 6937 in the City of Massillon, Stark County, Ohio and owned by said City, which is not needed for any municipal purpose, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to prepare plans and specifications and to advertise for and receive sealed bids, according to law, for the sale of City owned land located at 515 26th Street S.E and known as and being Lot Nos. 6935, 6936, 6944, 6945, 6946 and north one-half of Lot No. 6937 in the City of Massillon, Stark County, Ohio and owned by said City, which is not needed for any municipal purpose.

Section 2:

The following described real estate belonging to the City of Massillon, Ohio, is not needed for any municipal purpose, to-wit:

Known as and being City owned land located at 515 26th Street S.E. AND known as and being Lot Nos. 6935, 6936, 6944, 6945, 6946 and north one-half of Lot No. 6937 in the City of Massillon, Stark County, Ohio.

Section 3:

The Director of Public Safety and Service be and is hereby authorized to prepare plans and specifications and to advertise for and receive sealed bids, according to law, for the sale of City owned land located at 515 26th Street S.E. and known as and being Lot Nos. 6935, 6936, 6944, 6945, 6946 and north one-half of Lot No. 6937 in the City of Massillon, Stark County, Ohio and owned by said City, which is not needed for any municipal purpose.

Section 4:

The advertisement for the bidding of said real estate shall contain the following instructions:

- 1). Each bidder shall be prepared to review with the administration of the City of Massillon and City Council their intended use for the real estate.
- 2). The successful bidder shall be responsible to pay all fees and costs associated with the sale and transfer of said property.
- 3). The City reserves the right to reject any and all bids.

Section 5:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare of the community and for the further reason of such emergency arising out of the necessity to dispose of real estate no longer needed for any municipal purpose for the best price obtainable. And provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____ 1999

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

7.5

[illegible]

DATE: APRIL 19, 1999 CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 68 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into a contract agreement with Miller Land Development Inc., to reimburse the City of Massillon for the engineering work for infrastructure improvements at NEOCOM I Industrial Park, Phase 1, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into an contract agreement with Miller Land Development Inc., to reimburse the City of Massillon for engineering work for infrastructure improvements at NEOCOM I Industrial Park, Phase 1. The cost of these services is to be reimbursed by the property owner, Miller Land Development, Inc., shall be paid as follows:

50% of engineering costs will be paid to the City of Massillon upon the sale of the first lot in the NEOCOM I Industrial Park.

50% will be paid to the City of Massillon upon the sale of the second lot in the NEOCOM I Industrial Park.

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the reason that it is necessary for engineering work for infrastructure improvements for the NEOCOM I Industrial Park, Phase 1 in the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____ 1999

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

AGREEMENT

This Agreement, made this _____ day of April, 1999, by and between Miller Land Development, LTD, Massillon Development Foundation, Inc. and The City of Massillon, Ohio, and

WHEREAS, Miller Land Development, LTD, and Massillon Development Foundation, Inc. are the owners and developers of an approximate 389 acre tract of land fronting on Navarre Road and being in the City of Massillon, and

WHEREAS, infrastructure is necessary to make the land more desirable for purchase and industrial development, and

WHEREAS, The City of Massillon, has agreed to advance the up front costs of \$67,500.00 to begin the infrastructure.

NOW, THEREFORE, in consideration of The City of Massillon advancing the sum of \$67,500.00 for the benefit of Miller Land Development, LTD, and Massillon Development, Inc., Miller Land Development, LTD, and Massillon Development Foundation, Inc. do hereby promise to repay the City of Massillon fifty (50%) per cent of the amount advanced, being \$33,750.00 upon the closing of the sale of the first tract of land to a third party purchaser, and the balance of \$33,750.00 upon the closing of the second tract of land to be sold to a third party purchaser. The \$67,500.00 shall bear no interest.

IN WITNESS WHEREOF, we have hereunto set our hands the _____ day of April, 1999.

Signed in the presence of:

Miller Land Development, LTD

Donald M. Miller, Manager

Massillon Development Foundation, Inc.

Gene P. Boerner, Executive Director

The City of Massillon, Ohio

Francis H. Cicchinelli, Mayor

Al Climer, Safety Service Director

DATE: APRIL 19, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 69 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor to enter into a Loan Agreement with Ohio EPA/WPCLF for the design of the Wastewater Treatment Plant upgrade, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Mayor is hereby authorized to enter into a Loan Agreement with Ohio EPA/WPCLF for the design of the Wastewater Treatment Plant upgrade, The cost of said agreement if One Million Two Hundred Fifteen Thousand Five Hundred Dollars (\$1,215,500.00).

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary to enter into a Loan Agreement with Ohio EPA/WPCLF for the design of the Wastewater Treatment Plant upgrade. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____, 1999

ATTEST: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED _____
FRANCIS H. CICCHINELLI, JR., MAYOR

**WATER POLLUTION CONTROL LOAN FUND
SHORT TERM LOAN AGREEMENT**

This Agreement made and entered into as of the date specified on Exhibit 1 ("Project Information" fully incorporated herein and made a part hereof) as the "Effective Date", by and among the Director of Environmental Protection ("the Director" as hereinafter more fully defined), the Ohio Water Development Authority, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio, ("the OWDA") and, together with the Director, (sometimes collectively known as the "State"), and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and hereinafter more fully defined, acting pursuant to an ordinance or resolution passed by the legislative authority thereof on the date specified on Exhibit 1 as the "Resolution Date";

WITNESSETH

WHEREAS, Title VI of the Clean Water Act, as amended ("the CWA"), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a state water pollution control revolving loan fund; and,

WHEREAS, Pursuant to the CWA, states can provide loans and other types of financial assistance from a water pollution control revolving loan fund to local communities and intermunicipal and interstate agencies for Project Activities relating to publicly-owned wastewater treatment facilities as defined in Section 212 of the CWA; and,

WHEREAS, The Ohio General Assembly has created a Water Pollution Control Loan Fund ("WPCLF") pursuant to Ohio Revised Code Section 6111.036 to provide loans and other types of financial assistance as set forth in said Section; and,

WHEREAS, To assist the Director in providing loans and other types of financial assistance from the WPCLF, and to assist in the administration and operation of the WPCLF as authorized by Ohio Revised Code Section 6111.036, the Director has entered into an Interagency Agreement, dated as of October 29, 1992, with the OWDA, as amended; and,

WHEREAS, The Borrower is desirous of obtaining financing for necessary Project Activities using funds from the WPCLF; and,

WHEREAS, The State is willing to provide financing to the Borrower, and the Director has determined that the Borrower has complied with the requirements of Ohio Revised Code Section 6111.036, and is therefore eligible for financial assistance under the CWA and said Section;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

to paragraph 3.1. hereof, is shown on Exhibit 1. Revision to this Exhibit can only occur with the agreement of the State and Borrower.

(k) "Facilities Plan" means all materials developed by the Borrower and the Director, including the Director's approval and any applicable conditions, in satisfaction of Ohio Revised Code Section 6111.036 (K)(7).

(l) "Loan Payment Amount" means the semi-annual payment amount as shown on Exhibit 1.

(m) "Project Activities" means the product to be completed under the terms of the Agreement, including but not limited to production of a Facilities Plan, Detailed Design Drawings, or purchase of equipment, as described in the Project Scope on Exhibit 1.

(n) "Project Schedule" means the schedule of tasks necessary to fulfill the Project Scope, shown as "Project Dates" on Exhibit 1.

(n) "Project Scope" means the tasks necessary to complete the Project Activities, as detailed on Exhibit 1.

(o) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Activities, including repayment of the loan provided for herein. In such cases where assessments are to be levied, Exhibit 2 sets out the Resolution of Necessity adopted by the legislative authority.

(p) "Wastewater Service Charge" means a charge against the user payable to the Borrower for the collection or collection and treatment of wastewater and for the provision of the facilities therefor.

ARTICLE II - COMPLETION OF PROJECT ACTIVITIES AND PAYMENT OF COSTS THEREOF

Section 2.1. In connection with the project activities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Activities in accordance with the specific terms and conditions of: the approved Project Scope and the approved Project Schedule, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

(b) The Project Activities, including the letting of contracts in connection therewith, will conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and will be performed in compliance with all applicable federal, state and local environmental laws and regulations.

incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated Eligible Project Costs.

Section 2.5. Upon completion of the Project Activities, the Borrower shall submit a full and complete written accounting to the State of the final Eligible Project Costs.

ARTICLE III - PAYMENTS BY THE BORROWER

Section 3.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the Application Fee and thereafter, semi-annually on January 1, and July 1 of each year of the Contract Period of Years to the WPCLF, the Loan Payment Amount, solely from the revenues of the Borrower's Wastewater Service Charges, if available, or if unavailable, from other sources, in accordance with the Approved Repayment Plan.

The obligations of the Borrower under this Agreement to pay the Loan Payment Amount set forth shall not be assignable in accordance with this Agreement, and the Borrower shall not be discharged therefrom, without the prior written consent of the State. In the event that the Project Activities shall cease or be suspended for any reason, unless otherwise agreed to in writing by the State, the Borrower shall continue to comply with this Agreement to pay the Loan Payment Amount pursuant to this Section. In the event the Borrower defaults in the payment of the Loan Payment Amount, the amount of such default shall bear interest at a rate equal to three percent (3%) above the Contract Interest Rate from the date of the default until the date of payment thereof. All costs incurred by the State in curing such default including, but not limited to, court costs and attorney's fees shall be paid by the Borrower upon demand, and shall not be eligible for inclusion in a WPCLF Agreement.

In the event that the Borrower fails to make a full semi-annual Loan Payment Amount as provided herein, the amount of any such partial payment first shall be applied as interest on the loan, with the remainder being applied toward the payment on outstanding principal. Any failure of the Borrower to make a full semi-annual Loan Payment Amount shall be considered a default, and the requirements of the preceding paragraph shall apply concerning the interest on the amount of the default and the costs of the State in curing such default.

With respect to this Agreement, neither the general resources nor the general credit of the Borrower shall be required to be used, or pledged for the performance of any duty under this Agreement. This Agreement is a special obligation of the Borrower and does not represent or constitute a debt or a pledge of the faith and credit of the Borrower. However, if otherwise lawful, nothing herein shall be deemed to prohibit the Borrower from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 3.2. The Borrower hereby agrees that: (a) it will at all times prescribe and charge such rates as shall result in revenues at least adequate, to provide for the payments required by Section 3.1. hereof minus the amount of such payment provided from other Dedicated Repayment Sources, if any; (b) that the Borrower will, for the Contract Period of Years, furnish annually to the State reports of the operation and income from the Project Activities and also an annual report of the accounts and operations of the Project Activities and will

reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement, and

(c) Except as heretofore disclosed in writing to the State, (see Exhibit 4), no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation, which fines or monetary penalties have not heretofore been paid in full.

Section 4.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The Borrower shall fail to make any Loan Payment Amount to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article III hereof.

(b) The Borrower shall fail to observe and perform any obligations, agreements, or provisions of this Agreement, which failure shall continue for thirty (30) days after receipt of written notice thereof from the Director or OWDA.

(c) Any representations made by the Borrower in Section 4.1. or 5.1. shall at any time during the Contract Period of Years prove to be false.

Section 4.3. The Director may terminate, suspend, or require immediate repayment of financial assistance from the Borrower in the event of a default due to failure to make any required Loan Payment Amount, or due to any violation of the terms or conditions of this Agreement. The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 4.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may to the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the interest due thereon.

Section 4.5. No right or remedy conferred upon the State or the Director under Sections 4.3. or 4.4. hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 4.6. The Borrower releases the State from, agrees that the State shall not be liable for, and agrees to hold the State, its officers, employees and agents harmless against, any loss or damage to property, or loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause

Section 5.3. For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments, or agencies.

Section 5.4. If there is any question about the application of the foregoing restrictions relating to private business use or loans, the Borrower agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided hereinabove.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.1. Any invoice, accounting, demand, or other communication under this Agreement by any party to this Agreement to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
Suite 1300
88 East Broad Street
Columbus, Ohio 43215
ATTN: Executive Director

(b) in the case of the Director, is addressed to or delivered personally to the Director at:

The Ohio Environmental Protection Agency
1800 WaterMark Drive
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Chief, Div. of Environmental and Financial Assistance

and,

(c) in the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1,

or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 6.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first herein above written.

APPROVED AS TO FORM OHIO ENVIRONMENTAL PROTECTION AGENCY

Counsel by _____
Director of Environmental Protection

APPROVED AS TO FORM OHIO WATER DEVELOPMENT AUTHORITY

General Counsel by _____
Executive Director

APPROVED AS TO FORM BORROWER

Borrower Counsel by _____
Signature and Title

by _____
Signature and Title

EXHIBIT 1

Project Name: Massillon WWTP Design
 Borrower: City of Massillon
 Address: One James Duncan Plaza
 City: Massillon, Ohio

Loan Number: CS392147-01
 Zip Code: 44646

Authorized Rep: Mayor Francis Cicchinelli, Jr.
 Consultant: CTI Environmental

Phone: (330)830-1722
 Phone: (330) 896-3442

PROJECT FACILITIES

TO DESIGN VARIOUS UPGRADES FOR THE CITY OF MASSILLON WASTEWATER TREATMENT PLANT.

COST DATA

	Eligible Project Costs	Non-Eligible	Not Funded	Total Project Cost
Administration	\$0.00	\$0.00	\$0.00	\$0.00
Const. Management	\$0.00	\$0.00	\$0.00	\$0.00
Inspection	\$0.00	\$0.00	\$0.00	\$0.00
Force Account	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
Land	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
Contingency	\$0.00	N/A	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Design	\$1,200,000.00	\$0.00	\$0.00	\$1,200,000.00
Accrued Interest	\$0.00	N/A	\$0.00	\$0.00
Capitalized Interest	\$15,500.00	N/A	N/A	\$15,500.00
Other	\$0.00	N/A	N/A	\$0.00
Total Estimated Cost	\$1,215,500.00	\$0.00	\$0.00	\$1,215,500.00

WPCLF LOAN INFORMATION

INTEREST RATE:	3.2 %	PRINCIPAL AMOUNT:	\$1,215,500.00
TERM IN YEARS:	5	INTEREST:	\$109,509.74
NUMBER OF PAYMENTS:	10	TOTAL COST OF BORROWING:	\$1,325,009.74
PARTICIPATION RATE:	0.1090094	SEMI-ANNUAL PAYMENT:	\$132,500.97

PROJECT SCHEDULE

Application Date:	28-Mar-99	Initiation of Operation:	15-Mar-00
Bid Opening:	N/A	Project Completion:	N/A
Resolution Date:	08-Mar-98	Final Draw:	15-Mar-00
Effective Date:	29-Apr-99	Performance Certification:	N/A
		Date of Initial Payment:	01-Jul-00

Borrower's Authorized Representative

Date

Project Name: Massillon WWTP Design
Borrower: City of Massillon
Loan Number: CS392147-01

EXHIBIT 2

LOAN REPAYMENT INFORMATION

Section 603(d)(1)(c) of the Clean Water Act requires each loan recipient to establish one or more dedicated sources of revenue for repayment of the loan. The following information specifies the dedicated source(s) of repayment for the WPCLF loan.

REVENUE SOURCE	ESTIMATED AMOUNT
SPECIAL ASSESSMENTS	\$0.00
GENERAL TAXES	\$0.00
GENERAL OBLIGATION BONDS	\$0.00
REVENUE BONDS	\$0.00
WASTEWATER SERVICE CHARGES*	\$1,215,500.00
OTHER (SPECIFY):	\$0.00
TOTAL	\$1,215,500.00

*These must reflect capital cost recovery charges only; they must not include operation, maintenance and replacement (O,M & R) costs.

DESCRIPTION OF DEDICATED SOURCE OF REPAYMENT

PROJECT PERFORMANCE CRITERIA ACCEPTANCE

The undersigned hereby agrees that, as the authorized representative of the Borrower, they have received and agreed to the Project Performance Criteria detailed in Exhibit 4 to this Agreement.

SPECIAL TERMS AND CONDITIONS

NONE

Borrower's Authorized Representative

Date

WPCLF COMPLIANCE CERTIFICATION

APPLICANT (BORROWER): City of Massillon

PROJECT NAME: City of Massillon Wastewater Treatment Plant
Year 2000 Design Upgrade

I certify that I am the duly authorized representative of the above-named legal entity (Borrower) and that the Borrower agrees to comply with all Federal and State laws, executive orders, regulations policies and conditions relating to WPCLF assistance. I also certify that the Borrower:

1. Has the legal, institutional, managerial and financial capability to ensure adequate construction, operation and maintenance (including replacement) of the project facilities.
2. Will, if the project includes a new wastewater collection system, require all planned users to connect to the said system no later than one-year after the initiation of operation of the project facilities.
3. Does assure that the mitigative measures stated in the environmental assesment and detailed plans and specifications will be implemented in the construction of the project facilities.
4. Has not and will not violate any Federal, State or local law pertaining to fraud, bribery, graft, collusion or other unlawful or corrupt practices.
5. Will, during the construction of the project facilities, comply with the provisions of:
 - A. Federal Executive Order 11625 relating to Equal Employment Opportunity.
 - B. Federal Executive Orders 11625 and 12138 relating to the use of Women's and Minority Business Enterprises.
 - C. Titles II and III of the Uniform Relocation Assistance and Real Property Aquisition and Policies Act of 1970 (P.L. 91-646).
 - D. The Davis-Bacon Act relating to the use of prevailing wage rates.
 - E. Federal Executive Order 11988 relating to evaluation of potential effects of any actions in a floodplain and Federal Executive Order 11990 relating to minimizing harm to wetlands.
 - F. The National Historic Preservation Act of 1966 (P.L. 89-665 as amended).
 - G. State Executive Order 90-68 relating to construction impacts on wetland areas.

I certify that I have read and understand these requirements and agree that WPCLF assistance is conditional upon the above-named Borrower maintaining compliance with these requirements.

Signed:

Francis H. Hahnel, Jr. DATE: 3-26-99

DATE: APRIL 19, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 70 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor to enter into a Loan Agreement with Ohio EPA/WPCLF for the construction of the Fothergill-Belmont Sanitary Sewer, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The ^{SSD}Mayor is hereby authorized to enter into a Loan Agreement with Ohio EPA/WPCLF for the construction of the Fothergill-Belmont Sanitary Sewer. The cost of said loan is Two Million Fifty Five Thousand One Hundred Sixty-Five Dollars (\$2,055,165.00).

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary to enter into a Loan Agreement with Ohio EPA/WPCLF for the construct the Fothergill-Belmont Sanitary Sewer. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____, 1999

ATTEST: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED _____
FRANCIS H. CICCHINELLI, JR., MAYOR

WATER POLLUTION CONTROL LOAN FUND AGREEMENT

This Agreement made and entered into as of the date specified on Exhibit 1 (fully incorporated herein and made a part hereof) as the "Effective Date," by and among the Director of Environmental Protection (the "Director"), as the Director of the Environmental Protection Agency of the State of Ohio, an agency duly created and existing under the laws of the State of Ohio, the Ohio Water Development Authority, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Ohio Revised Code (the "OWDA," and together with the Director, the "State"), and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or resolution passed by the legislative authority of the Borrower on the date specified on Exhibit 1 as the "Resolution Date" (the capitalized terms not defined in the recitals being as defined in Article I herein);

WITNESSETH

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the State, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the State for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the State, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, Title VI of the Clean Water Act, as amended (the "CWA"), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a state water pollution control revolving loan fund; and

WHEREAS, pursuant to the CWA, states can provide loans and other types of financial assistance from a water pollution control revolving loan fund to local communities and intermunicipal and interstate agencies for the construction of publicly-owned wastewater treatment facilities as defined in Section 212 of the CWA and for the implementation of nonpoint source pollution control management programs and development and implementation of plans under the estuary protection programs; and

WHEREAS, the Ohio General Assembly has created a water pollution control loan fund ("WPCLF") pursuant to Ohio Revised Code Section 6111.036 to provide loans and other types of financial assistance as set forth in said Section; and

WHEREAS, to assist the Director (whenever the term "Director" is used herein, such term shall also be deemed to include the Director's designated representative(s), if any) in providing loans and other types of financial assistance from the WPCLF, and to assist in the administration and operation of the WPCLF as authorized by the Ohio Revised Code Section

(e) "Contract Interest Rate" means the interest rate per annum shown on Exhibit 1 as "Interest Rate."

(f) "Contract Period of Years" means the period of calendar years shown on Exhibit 1 as "Term In Years," commencing on the Date of Initial Payment to the WPCLF as set forth on the project schedule on Exhibit 1, provided that it shall commence no later than twelve (12) months following the actual Initiation of Operation of the Project Facilities, as presently determined in the project schedule, but in no event shall the Contract Period of Years exceed 20 years.

(g) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(h) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the proviso below), costs that may be disbursed out of funds from the WPCLF, a description and distribution of which, subject to paragraph 4.1. hereof, is shown on Exhibit 1, which is hereby incorporated into this Agreement, and revision to which Exhibit can occur only with the agreement of the State and Borrower; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the State, the payment of such costs by the State would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation.

(i) "Facilities Plan" means all materials developed by the Borrower and the Director, including the Director's approval and any applicable conditions, in satisfaction of Ohio Revised Code Section 6111.036 (K)(7).

(j) "Finding of No Significant Impact" or "FNSI" means all materials developed by the Borrower and the Director in satisfaction of Ohio Revised Code Sections 6111.036 (K)(5) and (L).

(k) "Initiation of Operation" means the date that all Project Facilities are in full and sustained operation as planned and designed.

(l) "Participation Rate" means the dollar amount per semi-annual period necessary to amortize a principal amount of one dollar over the Contract Period of Years at the Contract Interest Rate.

(m) "Performance Certification" means the certification by the Borrower that the Project Facilities are meeting the agreed upon performance criteria on the date one year after Initiation of Operation of the Project Facilities.

computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(t) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Facilities including repayment of the loan provided for herein. In such cases where assessments are to be levied, Exhibit 2 sets out the Resolution of Necessity adopted by the appropriate legislative authority.

(u) "Wastewater Service Charge" means a charge against the user payable to the Borrower for the collection or collection and treatment of wastewater and for the provision of the facilities therefor.

ARTICLE II - PROPERTY INTEREST IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the Borrower.

Section 2.2. The Borrower agrees that the State or its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The Borrower further agrees that the State or its designated representatives shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES, AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the Borrower shall do all things necessary to construct the Project Facilities on the Project Site (which the Borrower hereby represents has been acquired by the Borrower) by means of the construction contract bids received on the date specified on Exhibit 1 as "Bid Opening."

Section 3.2. In connection with the construction of the Project Facilities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Facilities in accordance with the specific terms and conditions of each of the following: the approved facilities plan, the Finding of No Significant Impact, the approved project schedule, and the approved project detailed plans and specifications, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

with the change orders until such time as the Director's approval of the change orders has been obtained.

(j) The Borrower will comply with all certifications and assurances as agreed to in the Application Compliance Certification, signed by the Authorized Representative of the Borrower, and incorporated as Exhibit 3, attached hereto and made a part hereof.

(k) The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs unless the Borrower is in full compliance with the certifications and assurances made in the above referenced Application Compliance Certification.

(l) Except as otherwise provided in this Agreement, the Borrower shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.3. The Borrower shall keep accurate records of the Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Accounting Standards (GAGAS). The Borrower shall permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of said audit and examination, which examination may include examination for compliance with the CWA and Ohio Revised Code Section 6111.036, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

Section 3.4. The Borrower shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.

Section 3.5. The Borrower shall require that each of its contractors and all subcontractors maintain during the life of its contract, Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance if appropriate, in amounts and on terms satisfactory to the State. Until the Project Facilities are completed and accepted by the Borrower, the Borrower or (at the option of the Borrower) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a 100 percent basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the Director, the OWDA, the Borrower, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.6. The Borrower shall provide and maintain competent and adequate engineering services; said services covering the supervision and inspection of the development and construction of the Project Facilities in accordance with the specific terms and conditions of each of the following: the approved project facilities plan, the Finding of No Significant Impact, and the approved project detailed plans and specifications, or State approved amendments thereto.

Section 3.7. Subject to the terms and conditions of this Agreement, the approval of the Director, and upon compliance by the Borrower with all the requirements of the WPCLF, the Ohio Revised Code Section 6111.036, and the CWA, which must be met before receiving disbursement

(d) The Borrower shall comply with appropriate "fair share" goals for utilization of minority business enterprises ("MBE") and women's business enterprises ("WBE") as well as MBE/WBE reporting requirements as described in the MBE/WBE Guidance, as amended.

(e) On the date one year after Initiation of Operation of the Project Facilities, the Borrower shall prepare and submit to the Director the Performance Certification report and Performance Certification, a form of which is set forth in Exhibit 4 attached hereto and made a part hereof. Should the Project Facilities not be in compliance with the Performance Criteria, on the date one year after Initiation of Operation of the Project Facilities, the Borrower will prepare and submit to the Director a corrective action report outlining what tasks are necessary to meet the Performance Criteria, and setting forth a schedule, acceptable to the State, which will allow the Borrower to meet said Performance Criteria.

Section 3.11. The Borrower shall be in conformance with the requirements of Section 3.10. above and in compliance with the following:

(a) By the time 50% of the Eligible Project Costs to be reimbursed by WPCLF moneys have been disbursed by OWDA, the Borrower must demonstrate, to the satisfaction of the State, that it has completed the requirements of paragraph (a) of Section 3.10. above.

(b) No later than one year after Initiation of Operation, the Borrower shall complete all activities and documents provided in the O&M Program Plan and participate in a final evaluation meeting.

(c) At any time during the effective period of this Agreement, the Borrower must demonstrate, to the satisfaction of the State, that it is in compliance with the requirements of paragraphs (c) and (d) of Section 3.10. above, as the compliance relates to construction of the Project Facilities.

Except as related to paragraphs (c) and (d) of Section 3.10. above, upon the failure of the Borrower to comply with the provisions of Section 3.10 and 3.11 herein as determined by the Director, the OWDA shall employ consulting engineers or other qualified personnel to perform any services necessary for the implementation of such requirements. All costs incurred by the OWDA in the employment of said personnel will be included in the Eligible Project Costs of the Project Facilities. Additionally, during the period of non-compliance with any of the requirements, the Borrower shall be precluded from submitting payment requests as noted in paragraph (k) of Section 3.2. above and the State shall not be obligated to approve such requests during such period of non-compliance.

ARTICLE IV - PAYMENTS BY BORROWER

Section 4.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the Application Fee and thereafter, semi-

(b) That the Borrower will, for the Contract Period of Years, furnish annually to the State reports of the operation and income of the Project Facilities and also an annual report of the accounts and operations of the Project Facilities and such other documents as the State may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the Borrower will permit the designated representative of the State to inspect all records, accounts and data of the Project Facilities at all reasonable times, and

(c) That the Borrower will segregate the revenues, funds and properties of the Project Facilities from all other funds and properties of the Borrower.

All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Borrower within the meaning of Ohio Revised Code Section 2731.01.

Section 4.4. If the Borrower pays all or any portion of the Semi-Annual Payment from Special Assessment Funds, and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the Borrower may elect to apply the amount of such payment to the reduction of the Project Participation Principal Amount by including that amount with its next Semi-Annual Payment pursuant to Section 4.1. hereof, accompanied by a written notice to the State identifying the amount so included and directing the State so to apply that amount. Upon the receipt of such payment and notice, the OWDA shall recompute the remaining Semi-Annual Payments based on the reduced Project Participation Principal Amount, and the OWDA shall notify the Borrower in writing of the reduced amount of the remaining Semi-Annual Payments.

Section 4.5. The Borrower agrees to provide financing for all non-Eligible Project Costs. As a preliminary indication of that commitment, the Borrower has provided evidence that financing is readily available for all non-Eligible Project Costs which will be or may be incurred by the Borrower in connection with construction of the Project Facilities.

Section 4.6. The Borrower agrees that, in the event the Borrower or its contractors receives WPCLF moneys in excess of the Eligible Project Costs, the Borrower shall repay said excess moneys to the WPCLF at the time of the first Semi-Annual Payment, or as otherwise agreed to by the Borrower and the State.

Section 4.7. In order to enable the State to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), the Borrower agrees to prepare and file with the State or, at the direction of the State, to file with the Municipal Securities Rulemaking Board ("MSRB"), any one or more nationally recognized municipal securities information repositories ("NRMSIRs") or state information depository ("SID"), any annual financial information or material events disclosures that the State may determine it requires to achieve such

discontinuance of the operation of the Project Facilities by the Director. The Project Facilities shall be operated and maintained in accordance with the sewer use ordinance or resolution governing the use of the Project Facilities and any administrative regulations adopted pursuant thereto acceptable to the Director as appropriate.

The Borrower will permit the State or its designated representatives to have access to the records of the Borrower pertaining to the operation and maintenance of the Project Facilities at any reasonable time following completion of construction of the Project Facilities.

Section 5.3. The Borrower agrees to insure, or cause to be insured, the Project Facilities in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. The Borrower agrees that it will provide through self-insurance or obtain public liability insurance with reference to the Project Facilities in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The Director and the OWDA, on behalf of the WPCLF shall be made an additional insured under such policies.

Section 5.5. Throughout the Contract Period of Years, the Borrower shall maintain Worker's Compensation Coverage or cause the same to be maintained.

Section 5.6. Any insurance policy issued pursuant to Section 5.4. hereof shall be so written or endorsed as to make losses, if any, payable to the State on behalf of the WPCLF, and the Borrower as their respective interests may appear. Each insurance policy provided for in Sections 5.3. and 5.4. hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the State and the Borrower at least ten days in advance of such cancellation. The Borrower shall deliver certificates of insurance evidencing the coverage required herein to the State.

Section 5.7. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3. and 5.4. hereof shall be applied as follows:

(a) The net proceeds of the insurance required in Section 5.3. hereof shall be applied as provided in Section 5.9. hereof, and

(b) The net proceeds of the insurance required in Section 5.4. hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Facilities of any part thereof. In no event will the Borrower voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site or Project Facilities or any part thereof without the written consent of the State.

Section 5.11. This Section 5.11 shall apply if Exhibit I hereto indicates that the Contract Interest Rate includes a Municipal Compliance Maintenance discount.

The Borrower agrees that it is and shall remain an active participant in the Ohio EPA Municipal Compliance Maintenance Program for the Contract Period of Years or until the approval of the discontinuance of the operation of the Project Facilities by the Director. In the event the State informs the Borrower in writing that the State has determined that the Borrower has failed to remain an active participant in the Ohio EPA Municipal Compliance Maintenance Program, and if the Borrower fails within sixty days of the date of such notice to demonstrate to the State that the Borrower has either not ceased to be an active participant in the Ohio EPA Municipal Compliance Maintenance Program or has resumed such active participation, then from and after the date that is sixty days after the date of such notice, the Contract Interest Rate on the unpaid Eligible Project Costs will be increased to eliminate the discount for the remainder of the Contract Period of Years, and the Participation Charge and all subsequent semi-annual payments thereof for the remainder of the Contract Period of Years will be adjusted accordingly.

ARTICLE VI - GENERAL REPRESENTATIONS AND AGREEMENTS; EVENTS OF DEFAULT AND REMEDIES

Section 6.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to assure compliance during the Contract Period of Years, with all applicable federal, state, and local laws, ordinances, rules, regulations, and provisions of this Agreement, including without limitation the CWA and Ohio Revised Code Section 6111.036, subject to its rights to contest in good faith the issue of non-compliance, and

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the Borrower, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement, and

(c) Except as heretofore disclosed in writing to the State, no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation, which fines or monetary penalties have not heretofore been paid in full.

Section 6.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Facilities, or the use thereof; provided that such indemnity under this Section 6.6 shall not be effective for damages that result from negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the State by reason of any claim described in this Section, the State agrees to cause written notice of such action or proceeding to be given to the Borrower, and the Borrower upon notice from the State covenants to resist or defend such action or proceedings at the Borrower's expense including all legal and other expenses (including reasonable attorneys' fees).

ARTICLE VII - MAINTENANCE OF TAX-EXEMPT STATUS OF BONDS/PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The Borrower acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet the State's obligations with regard to funding the WPCLF and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the Borrower's compliance with the provisions of this Agreement. Accordingly, the Borrower agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund the loan to the borrower (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The Borrower shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the State hereunder (the "State Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the State

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by any party to this Agreement to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
88 East Broad Street - Suite 1300
Columbus, Ohio 43215-3516
Attn: Executive Director

- and -

(b) in the case of the Director, is addressed to or delivered personally to the Director at:

The Ohio Environmental Protection Agency
1800 WaterMark Drive
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Chief, Division of Environmental and Financial Assistance

- and -

(c) in the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 8.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the Borrower agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the Borrower. The Borrower hereby agrees that the OWDA may file such information report for and on behalf of the Borrower with the Internal Revenue Service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date as shown on Exhibit 1.

APPROVED AS TO FORM

OHIO ENVIRONMENTAL PROTECTION AGENCY

Counsel

By _____
Director of Environmental Protection

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT AUTHORITY

General Counsel

By _____
Executive Director

APPROVED AS TO FORM

BORROWER

Borrower's Counsel

By _____
Title

By _____
Title

wpclf.srf/3_96

EXHIBIT 1

Project Name: Fothergill-Belmont Sewers
 Borrower: City of Massillon
 Address: One James Duncan Plaza
 City: Massillon, Ohio

Loan Number: CS392195-01
 Zip Code: 44646

Authorized Rep: Alan W. Climer, Director of Safety
 Consultant: _____

Phone: (330)830-1702
 Phone: _____

PROJECT FACILITIES

This project is intended to serve the area known as the Fothergill-Belmont Subdivision with Sanitary Sewer in order to eliminate the septic systems that appear to be failing. During construction of gravity sanitary sewer some of the existing stormsewer will be damaged, therefore it have to be replaced.

COST DATA

	Eligible Project Costs	Non-Eligible	Not Funded	Total Project Cost
Administration	\$0.00	\$0.00	\$0.00	\$0.00
Const. Management	\$0.00	\$0.00	\$0.00	\$0.00
Inspection	\$255,000.00	\$0.00	\$0.00	\$255,000.00
Force Account	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$1,005,139.91	\$0.00	\$0.00	\$1,005,139.91
contract	\$1,005,139.91	\$0.00	\$0.00	\$1,005,139.91
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
Land	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$1,260,139.91	\$0.00	\$0.00	\$1,260,139.91
Contingency	\$765,000.00	N/A	\$0.00	\$765,000.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Design	\$0.00	\$0.00	\$0.00	\$0.00
Accrued Interest	\$0.00	N/A	\$0.00	\$0.00
Capitalized Interest	\$30,025.09	N/A	N/A	\$30,025.09
Other	\$0.00	N/A	N/A	\$0.00
Total Estimated Cost:	\$2,055,165.00	\$0.00	\$0.00	\$2,055,165.00

WPCLF LOAN INFORMATION

INTEREST RATE:	3.81 % 3.2 %	PRINCIPAL AMOUNT:	\$2,055,165.00
TERM IN YEARS:	20	INTEREST:	\$900,116.74
NUMBER OF PAYMENTS:	40	TOTAL COST OF BORROWING:	\$2,955,281.74
PARTICIPATION RATE:	0.0359494	SEMI-ANNUAL PAYMENT:	\$73,882.04

PROJECT SCHEDULE

Application Date:	08-Apr-99	Initiation of Operation:	15-Nov-99
Bid Opening:	31-Mar-99	Project Completion:	N/A
Resolution Date:	08-Apr-98	Final Draw:	20-Dec-00
Effective Date:	29-Apr-99	Performance Certification:	20-Nov-00
		Date of Initial Payment:	01-Jul-00

Borrower's Authorized Representative

Date

Project Name: Fothergill-Belmont Sewers
Borrower: City of Massillon
Loan Number: CS392195-01

EXHIBIT 2

LOAN REPAYMENT INFORMATION

Section 603(d)(1)(c) of the Clean Water Act requires each loan recipient to establish one or more dedicated sources of revenue for repayment of the loan. The following information specifies the dedicated source(s) of repayment for the WPCLF loan.

REVENUE SOURCE	ESTIMATED AMOUNT
SPECIAL ASSESSMENTS	272,500 \$287,171.45
GENERAL TAXES	\$0.00
GENERAL OBLIGATION BONDS	\$0.00
REVENUE BONDS	\$0.00
WASTEWATER SERVICE CHARGES*	\$1,787,993.55
OTHER (SPECIFY):	\$0.00
TOTAL	\$2,055,165.00

*These must reflect capital cost recovery charges only; they must not include operation, maintenance and replacement (O,M & R) costs.

DESCRIPTION OF DEDICATED SOURCE OF REPAYMENT

PROJECT PERFORMANCE CRITERIA ACCEPTANCE

The undersigned hereby agrees that, as the authorized representative of the Borrower, they have received and agreed to the Project Performance Criteria detailed in Exhibit 4 to this Agreement.

SPECIAL TERMS AND CONDITIONS

NONE

Borrower's Authorized Representative

Date

EXHIBIT NO.

3

WPCLF COMPLIANCE CERTIFICATION**APPLICANT (BORROWER):**

City of Massillon

PROJECT NAME:

Fothergill- Belmont Sanitary Sewer

I certify that I am the duly authorized representative of the above-named legal entity (Borrower) and that the Borrower agrees to comply with all Federal and State laws, executive orders, regulations policies and conditions relating to WPCLF assistance. I also certify that the Borrower:

1. Has the legal, institutional, managerial and financial capability to ensure adequate construction, operation and maintenance (including replacement) of the project facilities.

2. Will, if the project includes a new wastewater collection system, require all planned users to connect to the said system no later than one-year after the initiation of operation of the project facilities.

3. Does assure that the mitigative measures stated in the environmental assessment and detailed plans and specifications will be implemented in the construction of the project facilities.

4. Has not and will not violate any Federal, State or local law pertaining to fraud, bribery, graft, collusion or other unlawful or corrupt practices.

5. Will, during the construction of the project facilities, comply with the provisions of:

Federal Executive Order 11625 relating to Equal Employment Opportunity.

Federal Executive Orders 11625 and 12138 relating to the use of Women's and Minority Business Enterprises.

Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646).

The Davis-Bacon Act relating to the use of prevailing wage rates.

Federal Executive Order 11988 relating to evaluation of potential effects of any actions in a floodplain and Federal Executive Order 11990 relating to minimizing harm to wetlands.

The National Historic Preservation Act of 1966 (P.L. 89-665 as amended).

State Executive Order 90-68 relating to construction impacts on wetland areas.

I certify that I have read and understand these requirements and agree that WPCLF assistance is conditional upon the above-named Borrower maintaining compliance with these requirements.

Signed:*John W. Chinn***DATE:** 4-6-99

Project Name: Fothergill - Belmont Sanitary Sewer Project
Borrower: City of Massillon
Loan Number: CS392195-01

EXHIBIT 4

WPCLF CERTIFICATION OF PERFORMANCE

I certify that on the performance certification date as noted on Exhibit 1 of the Loan Agreement, the performance and operational requirements established for the project have been fulfilled as follows:

<u>Meets</u>	<u>Does Not Meet</u>	<u>Criteria</u>
		The facilities have been operated in a manner that complies with all applicable federal, state, and local regulatory requirements and maintains employee safety.
		All equipment is mechanically sound. Operation and maintenance requirements for the equipment have only been those considered as necessary for normal and routine operation as described in your O&M Program.
		Newly constructed sewer lines are not subject to levels of infiltration and inflow greater than assumed as part of design.
		Leakage testing and deflection testing (for flexible pipes) has been conducted on all new sewer lines.
		The installation and/or testing of private house laterals has been inspected to ensure the quality of construction at a minimum equal that of the public collection system.
		All required elements in the Operation and Maintenance (O&M) Program plan implemented during construction and start-up have been completed and are in place for use by the operations staff.
		Adequate operation, maintenance, and replacement funds (O, M & R) are being generated. A projection of the adequacy of user fees in the future has been developed and recommendations have been made for any necessary revisions.
		Rate currently charged for O, M & R (\$/1,000 gal, \$/1,000 c.f., or \$/EDU)
		Rate currently charged for debt (\$/1,000 gal, \$/1,000 c.f., or \$/EDU)
		Current Replacement Fund balance
		Total (annual) expenditures for the performance certification period
		Total (annual) revenues for the performance certification period

Indicate DOES NOT MEET if the criterion was not met for the entire performance period. If the response to a criterion is DOES NOT MEET, please attach additional documentation to explain how the inadequacy is being or has been addressed and when the criterion was or will be met.

Signature, Authorized Representative

Date

Signature, Sewerage Facilities Operator "In Responsible Charge"

Date

DATE: April 19, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 71 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE establishing three funds entitled "Fothergill/Bellmont Project", "WWT Plant Upgrade" and "Federal Law Enforcement Fund", and creating line items within said funds, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and is hereby established within the City of Massillon, Ohio, three funds entitled "Fothergill/Belmont Project", "WWT Plant Upgrade" and "Federal Law Enforcement Fund", and further creating line items within said funds.

Section 2:

The City Auditor is hereby authorized and directed to draw her warrants and make payments on vouchers duly approved by the proper departmental authority.

Section 3:

That this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to establish these Funds for accounting procedures within the Auditor's Department. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____ 1999

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: APRIL 19, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 72 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, Youth Center Activity Fund and the Special Assessment Bond Retirement Shaw/Castle West Fund for the year ending December 31, 1999, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$ 15,305.00 to an account entitled "Computer Update" 1401.405.2530

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Youth Center Activity Fund for the year ending December 31, 1999, the following:

\$ 800.00 to an account entitled "Professional Services" 1224.875.2392

\$ 800.00 to an account entitled "Supplies & Materials" 1224.875.2410

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Special Assessment Bond Retirement Shaw/Castle West Fund for the year ending December 31, 1999, the following:

\$ 380.00 to an account entitled "County Fees" 1502.935.2393

Section 4:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____ 1999

ATTEST: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: April 19, 1999 CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 73 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor to accept a Subgrant Award from the Violence Against Women Act (VAWA) for use by the Massillon Prosecutor's Office for the Domestic Violence Program, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Mayor is hereby authorized to accept a Subgrant Award from the Violence Against Women Act (VAWA) for use by the Massillon Prosecutor's Office for the Domestic Violence Program.

Section 2:

The total amount of the Subgrant Award will be Thirty-Three Thousand Eight Hundred Fifty Six Dollars (\$33,856.00) of which the City will have to pay the remaining In-Kind Match of Eleven Thousand Two Hundred Eighty Five dollars (\$11,285.00)

Section 3:

That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community and that the subgrant the City of Massillon must accept said grant and assure that the In Kind Match will be made. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 _____ 1999

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

OFFICE OF CRIMINAL JUSTICE SERVICES

400 East Town Street, Suite 300

Columbus, Ohio 43215-4213

**VIOLENCE AGAINST WOMEN ACT
SUBGRANT AWARD**SUBGRANT
NUMBER: 98-WF-VA2-8225PROJECT
PERIOD: 10/01/1999 to 02/28/2000AWARD
DATE: **MAR 25 1999**

SUBGRANTEE: City of Massillon

IMPLEMENTING AGENCY: Massillon Law Department

TITLE: Stark West DV Program

In accordance with the provisions of the Violence Against Women Act (VAWA), as enacted by the 103rd Congress, as set forth in Title IV of the Violent Crime Control and Law Enforcement Act of 1994, Pub. L. No. 103-322, 108 Stat. 1796 (Sept. 1994) The VAWA, in part, amends the Omnibus Crime Control and Safe Streets Act of 1968, as amended (the Omnibus Act), U.S.C. 3711 et seq., by adding a new 'Part T', (Catalog of Federal Assistance 16.588). Part T comprises Sections 2001 through 2006, to be codified at 42 U.S.C. 3796gg through 3796gg-5. Unless otherwise specified, statutory references to those provisions will be to the Sections in Part T of the Omnibus Act, as amended by the VAWA. The Ohio Office of Criminal Justice Services (OCJS), as the duly authorized State Agency, hereby approves the project application submitted as complying with FY 98 requirements and awards to the foregoing Subgrantee and Implementing Agency a subgrant as follows:

Source of Funds	Amount	Percentage
OCJS Fund-Award Amount	\$ 33,856.00	100.000 %
Local Cash Match	0.00	0.000 %
Local In-Kind Match	11,285.00	25.000 %
Project Total	\$45,141.00	100.000 %

This Subgrant Award is for the project as set forth in the approved application submitted and incorporated by reference herein, said project is within a program specified in the VAWA Ohio Implementation Plan and within the purposes and categories authorized by the Violent Crime Control and Law Enforcement Act of 1994, Pub. L. 103-322, 108, Stat. 1796 (Sept. 13, 1994), Title IV.

The Subgrantee and Implementing Agency are bound by the statements set forth in the approved application, the Project Budget and Project Narrative, revisions thereto, and pursuant to the terms and conditions set forth in the Directives, Standard and Special Subgrant Conditions to this subgrant, which are attached hereto and fully incorporated by reference herein.

The subgrant shall become effective upon execution of the Subgrant Award, for the period indicated and upon return to the agency of the blue award page entitled Subgrant Award executed on the behalf of the Subgrantee and Implementing Agency in the spaces provided.

OFFICE OF CRIMINAL JUSTICE SERVICES



John F. Bender, Director

The undersign certify that the Subgrantee has set aside required match in the amount of \$0.00 cash and \$11285.00 In-Kind as the required matching share for the approved project application, and accepts this subgrant on behalf of the Subgrantee and Implementing Agency respectively.

Signature of Duly Authorized Official
(Subgrantee)

Date

Signature of Duly Authorized Official
(Implementing Agency)

Date

Typed Name and Title of
Authorized OfficialTyped Name and Title of
Authorized Official