

AGENDA

DATE: JULY 17, 2000
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

1. ROLL CALL
2. INVOCATION - REVEREND F. DEAN DONALDSON
PASTOR OF THE CHRIST UNITED METHODIST CHURCH
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA

A). ULSTER PROJECT TEENS FOR A PRESENTATION.

B). MRS. MARSHA KNOFF REGARDING NEIGHBORHOOD PROBLEM

*Deterioration of neighborhood
- 3rd Street NE
4 Harvard*

6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 143 - 2000 BY: PARKS AND RECREATION COMMITTEE

BS *3* *✓* **AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon to advertise for, 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 the Massillon Recreation Center Site Demolition Project, and declaring an emergency.

ORDINANCE NO. 144 - 2000 BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

SDH *✓* **AN ORDINANCE** authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter a contract, without competitive bidding, with Ohio Edison Company to relocate high voltage lines below ground and outside the new nine hole addition to The Legends of Massillon Golf Course in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 145 - 2000 BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

BS *✓* **AN ORDINANCE** authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to sign an extension of an Oil and Gas Lease with Great Lakes Energy Partners, LLC for a 1.09 acre parcel owned by the City of Massillon, and declaring an emergency.

ORDINANCE NO. 146 - 2000 BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

BS *✓* **AN ORDINANCE** authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to sign an extension of an Oil and Gas Lease with Great Lakes Energy Partners, LLC for a 1.24 acre parcel owned by the City of Massillon, and declaring an emergency.

ORDINANCE NO. 147 - 2000 BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMM.

BS *✓* **AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon to enter into an agreement with the Board of Stark County Commissioners for the replacement of the Lake Avenue Bridge, in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 148 - 2000 BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMM.

BS *✓* **AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon to enter into an agreement with the Board of Stark County Commissioners to jointly apply for OPWC Funding for the replacement of the Lake Avenue Bridge Project, in the City of Massillon, and declaring an emergency.

JULY 17, 2000

ORDINANCE NO. 149 - 2000 BY: SEWER AND WASTE COMMITTEE

BOC

file ✓
P
7-2
- Heltzer / Filbert
AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract, without competitive bidding, with Heltzer Engineering for the design of the South Massillon Trunk Sewer Project, and declaring an emergency.

ORDINANCE NO. 150 - 2000 BY: COMMITTEE OF THE WHOLE

P
AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to extend the length of the Collective Bargaining Agreements with the Unclassified Employees, Classified Employees, Classified or Unclassified Supervisory Employees now referred to as ACUE, until September 15th, 2000, and declaring an emergency.

ORDINANCE NO. 151 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

file ✓
P
AN ORDINANCE authorizing the annexation of certain contiguous territory owned by the City of Massillon appointing Robert Sanderson as an Agent for the City as Petitioner, defining those City services to be provided to the Territory and directing the City Director of Law and the City Engineer to prosecute the proceedings necessary to effectuate such annexation and declaring the same to be an emergency.

ORDINANCE NO. 152 - 2000 BY: FINANCE COMMITTEE

SDH ✓
P
AN ORDINANCE establishing a fund entitled "OPWC CS09D Wales/Hills & Dales" creating line items within said fund, and declaring an emergency.

ORDINANCE NO. 153 - 2000 BY: FINANCE COMMITTEE

SDH ✓
P
AN ORDINANCE making certain appropriations from the unappropriated balance of the South Massillon Trunk Sewer Line Fund, Clerk of Courts Computer Fund, General Fund, and the Capital Improvement Fund, of the City of Massillon, for the year ending December 31, 2000, and declaring an emergency.

P 8-1
ORD. # 154 - FINANCE - \$2.7 MILLION BONDS/NOTES FOR LAND ACQUISITION LINCOLN CENTER III.

RESOLUTION NO. 16 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

file ✓
Perry
A RESOLUTION endorsing the proposed annexation of approximately 656.47 acres of land in Tuscarawas Township, owned by the City of Massillon, Ohio, and urging the Board of Stark County Commissioners to approve said annexation.

7. UNFINISHED BUSINESS
8. PETITIONS AND GENERAL COMMUNICATIONS
9. BILLS, ACCOUNTS AND CLAIMS
10. REPORTS FROM CITY OFFICIALS

- A). MAYOR SUBMITS MONTHLY REPORT FOR JUNE - 2000
- B). POLICE CHIEF SUBMITS MONTHLY REPORT FOR JUNE - 2000
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR JUNE - 2000
- D). TREASURER SUBMITS MONTHLY REPORT FOR JUNE - 2000

city council
81.43 total.
4.58 city council

JULY 17, 2000

11. REPORTS OF COMMITTEES
12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS
13. CALL OF THE CALENDAR
14. THIRD READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 128 - 2000 BY: POLICE AND FIRE COMMITTEE

*Defeated
0-9*
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon to enter into an agreement with Jackson Township and other members of LOGIC to look for another site for the Regional Emergency Dispatch (RED) Center, and declaring an emergency.

ORDINANCE NO. 135 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

*P
7-1*
AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into an agreement for the purchase of a .71 acres of property located at 308 Third Street N.W. and known as City Lot No. 11, which is currently owned by Green Tire, and declaring an emergency.
3-pers obtain / - Halter No

15. SECOND READING ORDINANCES AND RESOLUTIONS

137
ORDINANCE NO. 136 - 2000 BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMM

9
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract, without competitive bidding, with Greenlight Electric to install a traffic signal at the intersection of SR 241 and 17th Street N.W., and declaring an emergency

ORDINANCE NO. 141 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

2nd
AN ORDINANCE amending Section 1151.02 of the Massillon code of 1985 rezoning a certain tract of land from R-1 Single Family Residential to O-1 Office, and declaring an emergency.
- Aug 1 - Mike Henry

16. NEW AND MISCELLANEOUS BUSINESS
17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA
18. ADJOURNMENT

SHARON HOWELL
COUNCIL CLERK

THERE ARE NO PUBLIC HEARINGS THIS EVENING

DATE: July 17, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 143 - 2000

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for, 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 the Massillon Recreation Center Site Demolition Project, 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, receive sealed bids according to law and to enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the Massillon Recreation Center Site Demolition Project.

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, receive sealed bids according to law, and enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the Massillon Recreation Center Site Demolition Project.

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 receive bids and enter into contract with the lowest and best bidder for the Massillon Recreation Center Site Demolition Project. 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 _____, 2000

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

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

DATE: July 17, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 144 - 2000

BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract, without competitive bidding, with Ohio Edison Company to relocate high voltage lines below ground and outside the new nine hole addition to The Legends of Massillon Golf Course in the City of Massillon, and declaring an emergency.

NOW, THEREFORE, BE 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 it is necessary to enter into a contract, without competitive bidding, with Ohio Edison Company to relocate high voltage lines below ground and outside the new nine hole addition to The Legends of Massillon Golf Course in the City of Massillon.

Section 2:

The Director of Public Service and Safety is hereby authorized to enter into a contract, without competitive bidding, with Ohio Edison Company to relocate high voltage lines below ground and outside the new nine hole addition to The Legends of Massillon Golf Course in the City of Massillon.

Section 3:

This Ordinance is declared to be an emergency measure immediately necessary for the additional reason that it is necessary to enter into contract with Ohio Edison Company to relocate the high voltage lines for the new addition to The Legends of Massillon Golf Course. 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 _____ 2000

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

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

DATE: July 17, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 145 - 2000

BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to sign an extension of an Oil & Gas Lease with Great Lakes Energy Partners, LLC for a 1.09 acre parcel owned by 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 extend an Oil & Gas Lease with Great Lakes Energy Partners, LLC for a 1.09 acre parcel owned by the City of Massillon.

Section 2:

The Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to sign an extension of an Oil & Gas Lease with Great Lakes Energy Partners, LLC for a 1.09 acre parcel owned by the City of Massillon.

Section 3:

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 extend the Gas & Oil Lease Agreement with Great Lakes Energy Partners, LLC for the 1.09 parcel of City owned land. Provided it receives the affirmative vote of two-thirds of the elected members of 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 21st DAY OF August 2000

APPROVED: Sharon Howell Dennis D. Harwig
SHARON HOWELL, CLERK OF COUNCIL DENNIS HARWIG, PRESIDENT

APPROVED: August 22, 2000 Francis H. Cicchinelli, Jr.
FRANCIS H. CICCHINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance
is a true copy of the original, as passed by
the Council of the City of Massillon, Ohio,
and approved as noted thereon:

Sharon Howell
Clerk of Council

Date 8/21/00



SURVEYOR		Plat Showing Location of Well	
State of Ohio, Department of Natural Resources — Division of Oil & Gas, Columbus, Ohio.			
Well Name <u>GERSTENSLAGER UNIT No. 1</u>		Scale: 1" = 400'	
<u>XX</u> Oil or Gas	<u>XX</u> New Location		
I hereby certify that all drilling or producing wells within <u>1000</u> feet and all buildings and streams within <u>150</u> feet have been shown, there are no drilling unit lines nearer than <u>500</u> feet, that this plat is true and correct and was prepared according to the current State of Ohio, Department of Natural Resources, Division of Oil and Gas Regulations.			
<u>David J. Bobb</u> Registered Surveyor Number 6321		Notary _____ Expiration Date _____	
Operator: MB Operating Company, Inc. Address: 104 6 th St., S.W., Canton, Ohio 44702 Landowner: Surface M. F. GERSTENSLAGER Minerals SAME AS SURFACE		Subdivision Civil Township Township: <u>10 N</u> Range: <u>9 W</u>	
Well Number <u>1</u> Drilling Unit Acre <u>40</u> County: <u>STARK</u> Township: <u>PERRY</u> Quadrant: <u>MASSILLON</u> Ohio Plane Coordinates X <u>2,275,100</u> Y <u>411,950</u>		Quarter Township: _____ Section: <u>8</u> Lot: _____ Tract: _____ Allotment: _____ Fraction: _____ Other: _____ Elevation: <u>1070</u> Date: <u>04/17/08</u>	

EXTENSION OF OIL AND GAS LEASE

WHEREAS, on May 21, 1998,
The City of Massillon, granted to MB Operating
an oil and gas lease covering 1.09 acres, more or
less, situated in Section 8, Perry Township, Stark County,
said lease being for a term of Two Years, and being
recorded in Volume _____, Page _____, of the lease records of said County; and

WHEREAS, it is the desire of said lessors to extend the term of said lease for a period
of Two Years,

NOW, THEREFORE, BE IT KNOWN that, in consideration of One Dollar (\$1.00) receipt of
which is hereby acknowledged, the undersigned lessors do hereby extend the expiration date of said lease
for Two Years, or from May 21, 2000
to May 22, 2002, this extension in no way affecting any other conditions or covenants
of said lease.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of
_____, 19____.

WITNESS:

STATE OF _____ }
COUNTY OF _____ } SS.

Before me a _____ in and for said County and
State, personally appeared _____ and
_____ and acknowledged the execution of the
within instrument to be their voluntary act and deed.

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 St. Rt. 43, P.O. Box 550, Hartsville, Ohio 44632

98044577

341513017

MB LS# 8909
Old LS# 7275NON-SURFACE DEVELOPMENT OIL AND GAS LEASETHIS LEASE, made this 21st day of May, 1998, by and betweenThe City of Massillon(Address) One James Duncan Plaza, Massillon, OH 44646(Phone) (330) 830-1702

hereinafter called Lessor and MB OPERATING CO., INC., whose address is 104 Sixth Street SW, Canton, Ohio 44702, hereinafter called Lessee, do agree:

1. Lessor, for consideration of Fifty Dollars (\$50.00), grants to Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; and the right to unitize Lessor's lands, or any portion, or strata, with other lands into a drilling unit of not more than one hundred sixty acres.

This lease is for Two (2) Years, and as long thereafter as operations are being conducted on any such unit and oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. This lease covers all of Lessor's land in and adjoining Section/Lot SE Qtr. Sec. 8 of the Township/City of Perry Stark County, Ohio, Permanent Parcel No. containing 1.09 acres, more or less, bounded substantially, now or formerly as follows:

North by Miller, EnglehardtEast by EnglehardtSouth by Rep. SteelWest by Miller

or further described as

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8th) of the "Proceeds Realized" by Lessee on all oil and gas sold off the unit, as the amount of Lessor's acreage in the unit bears to the total acreage in the unit, the same to be paid by the end of the next month following the Lessee's receipt of payment for same, less any tax imposed by any government body, including but not limited to severance tax. For purposes of calculating the natural gas royalties hereunder, "Proceeds Realized" by Lessee shall be based upon Lessee's "WAGSP" sales price for natural gas less a reasonable amount for transportation, compression and other post-production activities. WAGSP shall be defined as follows:

Lessee's weighted average natural gas actual sales price shall be calculated by the formula: P/V where: P = the total actual gross natural gas sales revenue received by Lessee for the applicable production period. Such sales revenue shall be calculated at the point where the gas first enters a regulated or common carrier pipeline or, if the gas is sold directly to the consumer, the consumer's designated facility, whichever point occurs first ("Delivery Point"); if the contractual point of sale is downstream from the Delivery Point, transportation and other fees may be deducted from the ultimate sales price to determine the sales price at the Delivery Point. The actual transportation charges, fees and other tariffs charged by non-affiliated pipeline carriers are hereby deemed fair and reasonable. The actual transportation charges, fees and other tariffs charged by any pipeline carriers affiliated with Lessee shall be entitled to a rebuttable presumption that they are fair and reasonable. V = the total actual number of units of natural gas (expressed in mcf) used to calculate P; if the volume is not measured at the Delivery Point, adjustments shall be made to reasonably determine volume at the Delivery Point. If natural gas from the Lease is measured by a master meter (which is a meter through which gas from more than one well or Lease flows) the volume of gas allocated to each well shall be based upon an allocated percentage of the master meter volume. If after a well is drilled there is no production from any such unit for twelve (12) continuous months, then thereafter Lessor shall be paid fifty dollars (\$50.00) per year until production occurs or the well is plugged and abandoned according to law.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any surface installation of any nature whatsoever on the leased property. The within Lease is being granted for the purpose of permitting Lessee to unitize the leased property with other properties, which properties shall bear all the burden of surface development. Lessor understands and gives consent that, due to slant (directional) drilling originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of Lessor's property.

4. This lease shall be binding on all heirs, successors, and assigns of Lessor and Lessee. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally (on an acreage basis) to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time assign or surrender this Lease in whole or in part.

5. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

6. In the event Lessor considers Lessee has not complied with its expressed or implied obligations hereunder, Lessor shall notify Lessee in writing indicating specifically what Lessee has allegedly breached. Lessee shall have 30 days after receipt of said notice to meet or commence to meet any part of the breaches alleged by Lessor. Lessor shall not bring any action against Lessee until after 30 days after service of such notice on Lessee.

7. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder.

RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDER

98 JUL -2 AM 9:45

INDEX	5
DESCRIPTION	8
CROSS REF	

Witnessed by:

Mary Ann Coyne
Printed: Mary Ann Coyne

Mary Lou Reed
Printed: Mary Lou Reed

-FEE 14.00

Lessor:

Francis H. Cicchinelli, Jr.
Printed: Francis H. Cicchinelli, Jr.

City of Massillon TIN # 34-6001829

Alan W. Climer
Printed: Alan W. Climer

Witnessed by:

Lessor:

Printed _____

Printed _____

Social Security Number _____

Printed: _____

Printed: _____

Social Security Number: _____

INDIVIDUAL NOTARY

STATE OF Ohio :
COUNTY OF Stark : SS:

Before me, a Notary Public, in and for said County and State, on this day personally appeared Francis A. Cicchicelli
Alan W. Climer, who acknowledged to me that they executed the foregoing instrument and that the
same is a free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at
this 16th day of June, 1998

Notary Public

My Commission Expires: 4-13-2000

MARY ANN COYNE
Notary Public, State of Ohio
My Comm Expires 4-13-2000

INDIVIDUAL NOTARY

STATE OF _____ :
COUNTY OF _____ : SS:

Before me, a Notary Public, in and for said County and State, on this day personally appeared _____
_____, who acknowledged to me that _____ executed the foregoing instrument and that the
same is _____ free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at _____
this _____ day of _____, 199 .

Notary Public

My Commission Expires: _____

CORPORATE NOTARY

STATE OF _____ :
COUNTY OF _____ : SS:

Before me, a Notary Public, in and for said County and State, on this day personally appeared _____
by _____ who acknowledged to me that _____ is a duly authorized
officer of said corporation, and that _____ executed the foregoing instrument and that the same is
_____ free act and deed and the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal at _____
this _____ day of _____, 199 .

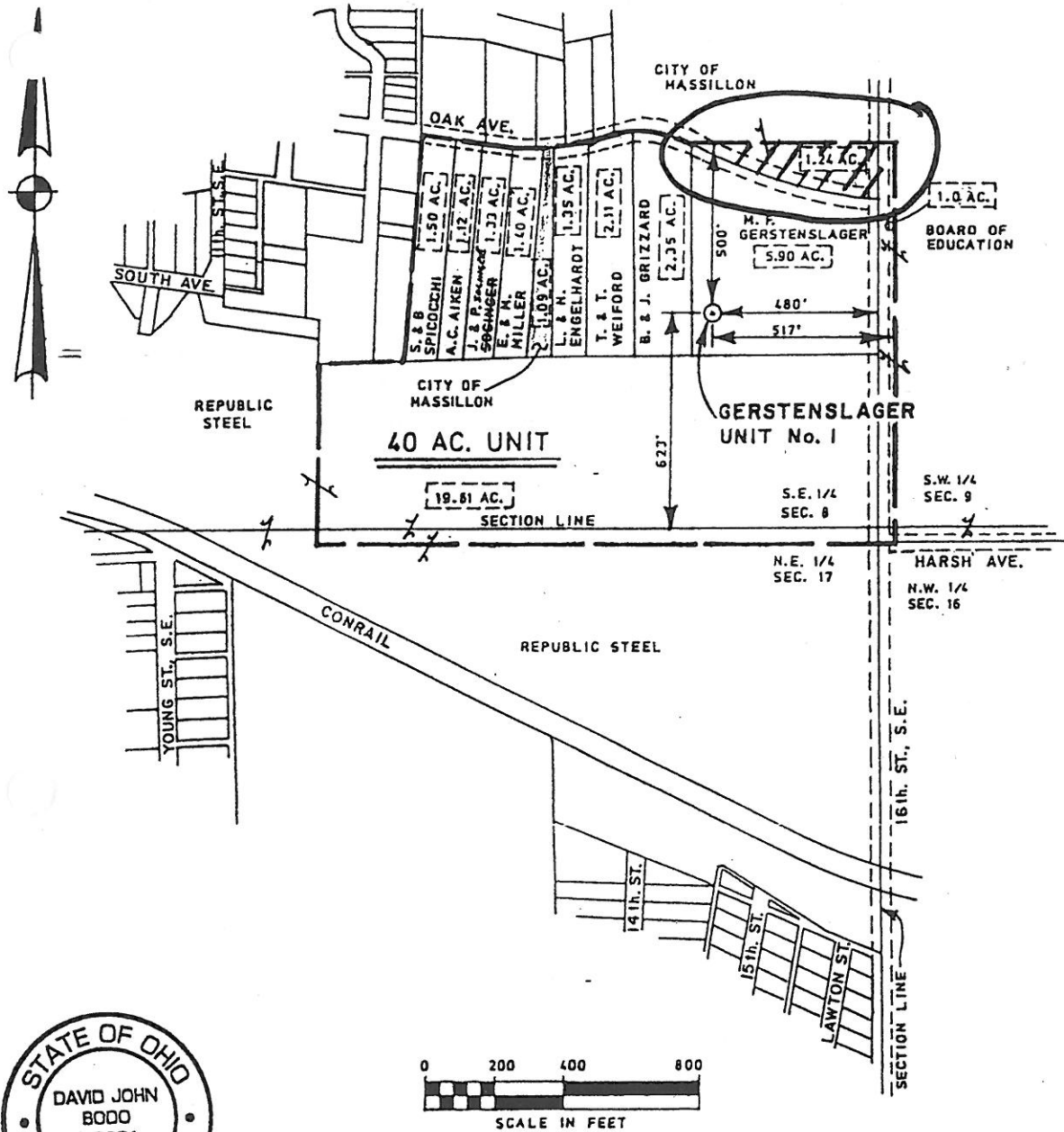
Notary Public

My Commission Expires: _____

This instrument prepared by:
MB OPERATING CO., INC.
104 Sixth Street SW
Canton, Ohio 44702

Form MB297
rev198

98044577



Plat Showing Location of Well

State of Ohio, Department of Natural Resources — Division of Oil & Gas, Columbus, Ohio.

Well Name GERSTENSLAGER UNIT No. 1

☒ Oil or Gas

☒ New Location

Scale: 1" = 400'

I hereby certify that all drilling or producing wells within 1000 feet and all buildings and streams within 150 feet have been shown, there are no drilling unit lines nearer than 500 feet, that this plat is true and correct and was prepared according to the current State of Ohio, Department of Natural Resources, Division of Oil and Gas Regulations.

David J. Bobb

Registered Surveyor Number 6321

Notary

Expiration Date

Opr : MB Operating Company, Inc.
 Ad: 104 6th St., S.W., Canton, Ohio 44702
 Landowner: Surface M. F. GERSTENSLAGER
 Minerals SAME AS SURFACE
 Well Number 1 Drilling Unit Acre 40
 County: STARK
 Township: PERRY
 Quadrant: MASSILLON
 Ohio Plane Coordinates X 2,275,100
V 411,050

Subdivision Civil Township

Township: 10 N

Range: 9 W

Quarter Township: ----

Section: 8

Lot: ----

Tract: ----

Allotment: ----

Fraction: ----

Other: ----

Elevation: 1070

Date: 9/17/98

NON-SURFACE DEVELOPMENT OIL AND GAS LEASE

THIS LEASE, made this _____ day of _____, 19____, by and between _____

The City of Massillon

(Address) One James Duncan Plaza, Massillon, OH 44646 (Phone) (330) 830-1702
hereinafter called Lessor and GREAT LAKES ENERGY PARTNERS, L.L.C., whose address is 125 St. Rt. 43, P.O. Box 550, Hartsville, Ohio 44632,
hereinafter called Lessee, do agree:

1. Lessor, for consideration of Fifty Dollars, grants to Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; and the right to unitize Lessor's lands, or any portion, or strata, with other lands into a drilling unit of not more than one hundred sixty acres.

Two

This lease is for ~~2000~~ years, and as long thereafter as operations are being conducted on any such unit and oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. This lease covers all of Lessor's land in and adjoining Section/Lot 8 Qtr. Sec. SE of the Township/City of Perry Stark County, Ohio, Permanent Parcel No. _____ containing 1.24 acres, more or less, bounded substantially, now or formerly as follows:

North by City of MassillonEast by 16th Street SESouth by Oak AvenueWest by Oak Avenue SE

or further described as _____

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8th) of the "Proceeds Realized" by Lessee on all oil and gas sold off the unit, as the amount of Lessor's acreage in the unit bears to the total acreage in the unit, the same to be paid by the end of the next month following the Lessee's receipt of payment for same, less any tax imposed by any government body, including but not limited to severance tax. For purposes of calculating the natural gas royalties hereunder, "Proceeds Realized" by Lessee shall be based upon Lessee's "WAGSP" sales price for natural gas less a reasonable amount for transportation, compression and other post-production activities. WAGSP shall be defined as follows:

Lessee's weighted average natural gas actual sales price shall be calculated by the formula: P/V where: P = the total actual gross natural gas sales revenue received by Lessee for the applicable production period. Such sales revenue shall be calculated at the point where the gas first enters a regulated or common carrier pipeline or, if the gas is sold directly to the consumer, the consumer's designated facility, whichever point occurs first ("Delivery Point"); if the contractual point of sale is downstream from the Delivery Point, transportation and other fees may be deducted from the ultimate sales price to determine the sales price at the Delivery Point. The actual transportation charges, fees and other tariffs charged by non-affiliated pipeline carriers are hereby deemed fair and reasonable. The actual transportation charges, fees and other tariffs charged by any pipeline carriers affiliated with Lessee shall be entitled to a rebuttable presumption that they are fair and reasonable. V = the total actual number of units of natural gas (expressed in mcf) used to calculate P; if the volume is not measured at the Delivery Point, adjustments shall be made to reasonably determine volume at the Delivery Point. If natural gas from the Lease is measured by a master meter (which is a meter through which gas from more than one well or Lease flows) the volume of gas allocated to each well shall be based upon an allocated percentage of the master meter volume. If after a well is drilled there is no production from any such unit for twelve (12) continuous months, then thereafter Lessor shall be paid fifty dollars (\$50.00) per year until production occurs or the well is plugged and abandoned according to law.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any surface installation of any nature whatsoever on the leased property. The within Lease is being granted for the purpose of permitting Lessee to unitize the leased property with other properties, which properties shall bear all the burden of surface development. Lessor understands and gives consent that, due to slant (directional) drilling originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of Lessor's property.

4. This lease shall be binding on all heirs, successors, and assigns of Lessor and Lessee. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally (on an acreage basis) to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time assign or surrender this Lease in whole or in part.

5. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

6. In the event Lessor considers Lessee has not complied with its expressed or implied obligations hereunder, Lessor shall notify Lessee in writing indicating specifically what Lessee has allegedly breached. Lessee shall have 30 days after receipt of said notice to meet or commence to meet any part of the breaches alleged by Lessor. Lessor shall not bring any action against Lessee until after 30 days after service of such notice on Lessee.

7. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder.

Witnessed by: _____

Lessor: _____

Printed: _____

Printed: _____

Social Security Number: _____

Printed: _____

Printed: _____

Social Security Number _____

Witnessed by:

Printed _____

Printed: _____

Lessor:

LS# _____

Printed _____

Social Security Number _____

Printed: _____

Social Security Number: _____

INDIVIDUAL NOTARY

STATE OF _____; SS:
COUNTY OF _____;

Before me, a Notary Public, in and for said County and State, on this day personally appeared _____ who acknowledged to me that _____ executed the foregoing instrument and that the same is _____ free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at _____ this _____ day of _____, 199__.

Notary Public
My Commission Expires: _____

INDIVIDUAL NOTARY

STATE OF _____; SS:
COUNTY OF _____;

Before me, a Notary Public, in and for said County and State, on this day personally appeared _____ who acknowledged to me that _____ executed the foregoing instrument and that the same is _____ free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at _____ this _____ day of _____, 199__.

Notary Public
My Commission Expires: _____

CORPORATE NOTARY

STATE OF _____; SS:
COUNTY OF _____;

Before me, a Notary Public, in and for said County and State, on this day personally appeared _____ by _____ who acknowledged to me that _____ is a duly authorized officer of said corporation, and that _____ executed the foregoing instrument and that the same is _____ free act and deed and the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal at _____ this _____ day of _____, 199__.

Notary Public
My Commission Expires: _____

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 St. Rt. 43, P.O. Box 550, Hartsville, Ohio 44632

DATE: July 17, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

***AMENDED**
ORDINANCE NO. 146 - 2000

BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

*TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to sign an Oil & Gas Lease Agreement with Great Lakes Energy Partners, LLC for a 1.24 acre parcel owned by 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 sign an Oil & Gas Lease agreement with Great Lakes Energy Partners, LLC for a 1.24 acre parcel owned by the City of Massillon.

Section 2:

* The Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, be and is hereby authorized to sign an Oil & Gas Lease Agreement with Great Lakes Energy Partners, LLC for a 1.24 acre parcel owned by the City of Massillon.

Section 3:

* 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 sign an Oil and Gas Lease Agreement with Great Lakes Energy Partners, LLC for the 1.24 parcel of City owned land. Provided it receives the affirmative vote of two-thirds of the elected members of 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 21st DAY OF August 2000

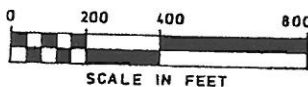
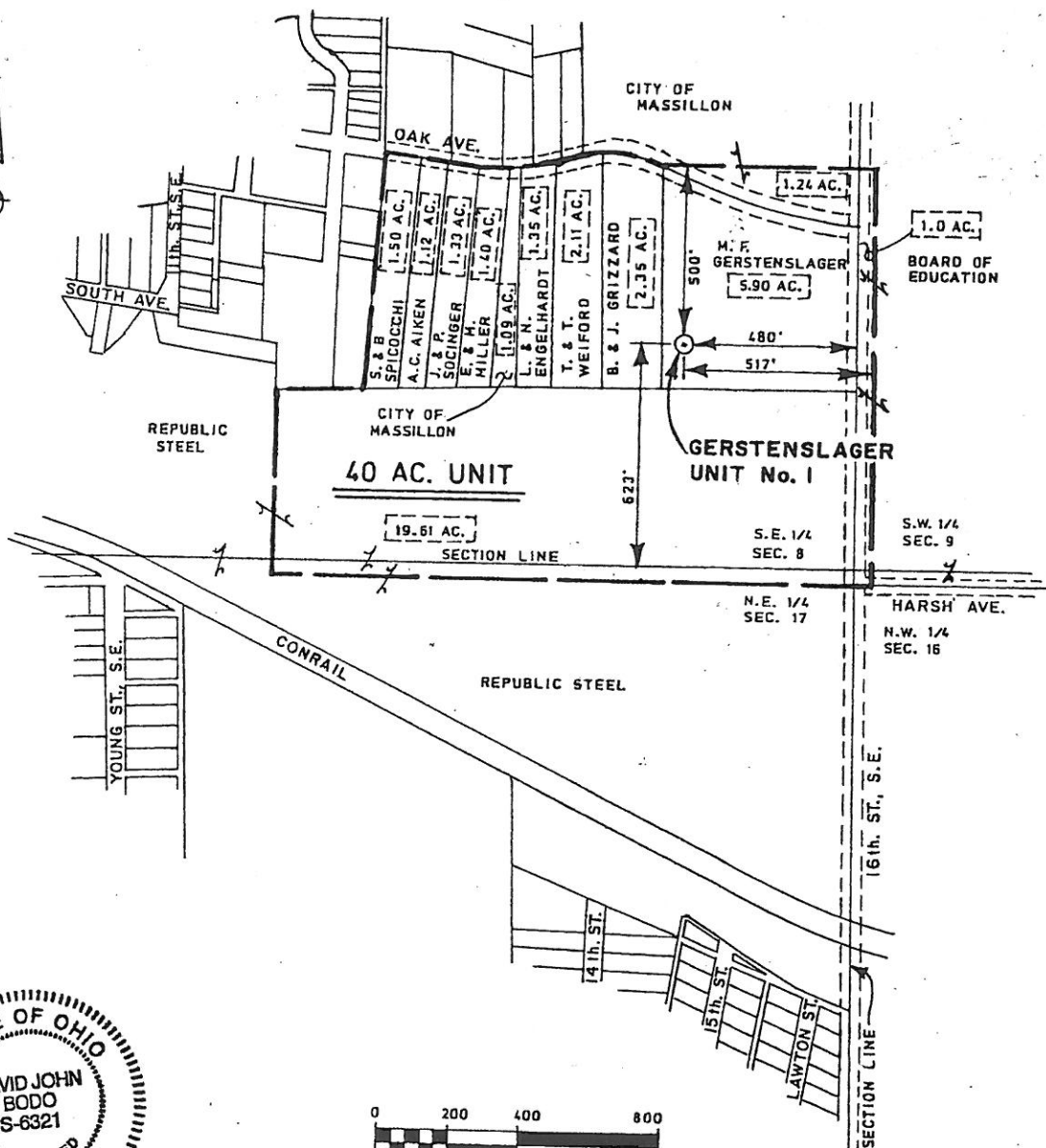
APPROVED: Sharon Howell Dennis D. Harwig
SHARON HOWELL, CLERK OF COUNCIL DENNIS HARWIG, PRESIDENT

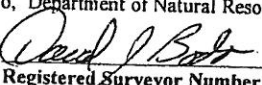
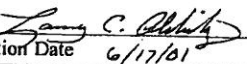
APPROVED: August 22, 2000 Francis H. Cicchinelli, Jr.
FRANCIS H. CICCHINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance
is a true copy of the original, as passed by
the Council of the City of Massillon, Ohio,
and approved as noted thereon:

Sharon Howell
Clerk of Council

Date 8/24/00



Plat Showing Location of Well	
State of Ohio, Department of Natural Resources — Division of Oil & Gas, Columbus, Ohio.	
Well Name GERSTENSLAGER UNIT No. 1	
<input checked="" type="checkbox"/> Oil or Gas	<input checked="" type="checkbox"/> New Location
Scale: 1" = 400'	
I hereby certify that all drilling or producing wells within 1000 feet and all buildings and streams within 150 feet have been shown, there are no drilling unit lines nearer than 500 feet, that this plat is true and correct and was prepared according to the current State of Ohio, Department of Natural Resources, Division of Oil and Gas Regulations.	
 Registered Surveyor Number 6321	
Notary  Expiration Date 6/17/01	
Operator: MB Operating Company, Inc. Address: 104 6th St., S.W., Canton, Ohio 44702 Landowner: Surface M. F. GERSTENSLAGER Minerals SAME AS SURFACE Well Number 1 Drilling Unit Acre 40 County: STARK Township: PERRY Quadrant: MASSILLON Ohio Plane Coordinates X 2,275,100 Y 411,950	Subdivision Civil Township Township: 10 N Range: 9 W Quarter Township: ----- Section: 8 Lot: ----- Tract: ----- Allotment: ----- Fraction: ----- Other: ----- Elevation: 1070 Date: 9/17/98 MC

OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL & GAS, FOUNTAIN SQ., BLDG. A., COLUMBUS, OH 43224

INSTRUCTIONS ON REVERSE SIDE

FORM 1: Revised 04/91

1. I, We (applicant) Great Lakes Energy Partners, L.L.C.
(address) 125 State Route 43, PO Box 550, Hartville, OH 44632 2. Owner # 0006674
I hereby apply this date July 25, 2000 for a permit to:
☒ Drill ☐ Plug Back ☐ Plug & Abandon ☐ Convert ☐ Reopen ☐ Deepen
☐ Reissue ☐ Reissue & Revised Location

3. TYPE OF WELL: ☒ Oil & Gas ☐ Artificial Brine ☐ Saltwater Injection
☐ Industrial Waste ☐ Storage of: ☐ Other: Explain _____
☐ *Solution Mining ☐ *Enhanced Recovery
(If type chosen has an asterisk (*), check appropriate box below)
☐ Input/Injection ☐ Water Supply ☐ Production/Extraction ☐ Observation

4. MAIL Great Lakes Energy Partners, L.L.C.
PERMIT 125 State Route 43
TO: PO Box 550
Hartville, Ohio 44632

5. COUNTY: STARK

6. CIVIL TOWNSHIP: PERRY

7. SECTION: 8 SE

8. LOT: _____

9. FRACTION: _____

10. QTR TWP: _____

11. TRACT/ALLOT: _____

12. WELL #: 1

13. LEASE NAME:
GERSTENSLAGER UNIT

14. PROPOSED TOTAL DEPTH: 4,500'

15. GEOLOGICAL FORMATION:
CLINTON SAND

16. DRILLING UNIT IN ACRES (must be same as
acres indicated on plat): 40

IF PERMITTED PREVIOUSLY:

17. API #: 3 4 * * 1 4

18. OWNER:

19. WELL #:

20. LEASE NAME:

21. PREVIOUS TOTAL DEPTH:

22. PREVIOUS GEOLOGICAL FORMATION:

23. MEANS OF INGRESS

CO Rd 248 TWP Rd 16TH STREET

Twp Rd _____

State Hwy _____

29. LANDOWNER ROYALTY INTEREST

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

24. TYPE OF TOOLS
☐ Cable ☐ Air Rotary
☐ Fluid Rotary ☒ Air & Fluid Rotary
☐ Cable & Air Rotary
☐ Cable & Fluid Rotary
☐ Cable & Air Rotary & Fluid Rotary

25. PROPOSED CASING PROGRAM:

100" - 13 3/8"

8 5/8" - thru Big Injun or Berea

4 1/2" - thru Production Formation

26. IF SURFACE RIGHTS ARE OWNED BY THE STATE
OF OHIO, DEPARTMENT OF NATURAL RESOURCES
Division _____
Telephone _____

27. FIRE AND MEDICAL DEPT. TELEPHONE NUMBERS
Closest to Well Site:

Fire 330 - 033 - 1051

Medical 330 - 833 - 1051

28. MEANS OF EGRESS

CO Rd 248 TWP Rd _____

Municipal Rd 16TH STREET

State Hwy _____

I the undersigned, being first duly sworn, depose and state under penalties of law, that I am authorized to make this application, that this application was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

I the undersigned, further depose and state that I am the person who has the right to drill upon the tract of land or drilling unit, described in this application, and that I have the right to produce oil or gas from a well thereon, and to appropriate the oil or gas that I produce therefrom either for myself or others. And furthermore, I the undersigned, being duly sworn, depose and state at this time I am not liable for a (1.) a noncompliance with the requirements of any political subdivision having jurisdiction over an activity related to the drilling or operation of this oil or gas well that are in effect at the time of this application and on file with the Division of Oil and Gas, including but not limited to zoning ordinances and the requirements of Section 4511.34 of the Ohio Revised Code, will be complied with until abandonment of this well, if applying for a permit to plug and abandon a well, I hereby certify that the written notices, as required in Section 1549.13, Ohio Revised Code, have been given.

That I hereby agree to conform with all provisions of Chapter 1509 of the Ohio Revised Code, to all orders and rules issued by the Chief, Division of Oil and Gas.

Signature of Owner/Authorized Agent Richard C. Spangule

Name (Type or Print) RICHARD C. SPANGULE Title MANAGER OF PERMITS

If signed by Authorized Agent, a certified copy of appointment of agent must be on file. PACIFIC'S PERMITTING

Sworn to and subscribed before me this 25TH day of JULY, 2000

Larry C. Aldridge Notary Public, State of Ohio

My Commission Expires June 17, 2001

Before this application can be processed, Form 9 (Authority and Organization Form), indicating the exact owner name on this Form 1, and proof of compliance with the surety requirements of Chapter 1509.07 of O.R.C. must be on file with the Division of Oil & Gas. If a new owner name (i.e. one not previously filed with the Division) is used, a Form 9 and evidence of meeting the surety requirements must be filed with this application.

All information requested on this form must be provided unless exempted by the instructions below. Incomplete applications will be returned to the applicant. An application for a permit requires the following:

- a. Original and (2) copies of the application;
- b. Original and (4) copies of an Ohio Registered surveyor's plat;
- c. Original and (1) copy of the restoration plan;
- d. Original and (1) copy of the Brine Storage and Final Disposal Plan;
- e. \$250.00 check or money order for a permit fee to drill, reopen, reissue, deepen, and plug back; or \$50.00 check or money order for a permit to plug and abandon.
- f. \$100.00 check or money order for a permit to drill, reopen, reissue, deepen, plug back or convert a well to saltwater injection.
- g. \$50.00 check or money order if brine is to be disposed of by any method other than underground injection or enhanced recovery as stated on the Plan for Storage and Disposal of Brine and Other Waste Substances.

(MAKE CHECKS PAYABLE TO THE DIVISION OF OIL & GAS)

Item 1. Provide requested information.

Item 2. Indicate owner number in blank. If owner number is not known, ensure that the owner name is identical to owner name that is on the Form 9 (Authority and Organization Form) that is on file with the Division.

Item 3. Indicate the type of well for which the application is being submitted.

Item 4. Provide name, address, city, state and zip code where the permit is to be mailed.

Item 5 - 13. Indicate drilling location.

Item 14 - 16. Provide requested information.

Section 17. Complete when application is for a permit to reopen, deepen, reissue, plug back, convert, or plug & abandon. If API # is unknown indicate previous permit number.

Items 18 - 22. Complete if application is to reissue a previous permit, or to plug back, convert, deepen, reopen or plug & abandon an existing well.

Item 23. List all County, Township, and/or Municipal Roads, Streets and Highways by name or number that applicant anticipates to use as means of ingress to the well site.

Item 24. Indicate type of tools to be used.

Item 25. Indicate size and amount of casing to be used.

Item 26. Complete if surface rights are owned by the Department of Natural Resources.

Item 27. Indicate fire and medical department emergency telephone numbers closest to the well site.

Item 28. List all County, Township, and/or Municipal Roads, Streets and Highways by name or number that applicant anticipates to use as means of egress from the well site.

Item 29. List names and addresses of landowner royalty interest holders. Names must coincide with those shown on the designated unit or subject tract on the surveyor's plat or an explanation must be included. (Overriding royalty and working interests are not required.)

For use by DIVISION OF OIL AND GAS and DIVISION OF MINES

Is location within a coal bearing township?
A landowner affidavit has been attached?
Application referred to Division of Mines?
Approved by _____
Disapproved by _____
Explanation _____

Yes _____ No _____
Yes _____ No _____
Date _____ By _____
Date _____
Date _____

Thomas P. & Mia Woodliff
1327 Oak Street SE
Massillon, OH 44646

Lawrence E. & Nancy L. Englehardt
1311 Oak Street
Massillon, OH 44646

Emil & Margaret Miller
1303 Oak Street SE
Massillon, OH 44646

James R. & Patricia A. Solinger
1235 Oak Street SE
Massillon, OH 44646

Alice L. Aiken
1227 Oak
Massillon, OH 44646

Bonnie L. Spicocchi
1219 Oak Street
Massillon, OH 44646

Bobby C. Grizzard
1337 Oak St., SE
Massillon, OH 44646

Massillon CSD
207 Aok Ave., SE
Massillon, OH 44646

City of Massillon
One James Duncan Plaza
Massillon, OH 44646

M. & C. Gerstenslager
806 Windsong Circle
Massillon, OH 44646

Republic Steel
410 Oberlin Ave., SW
Massillon, OH 44647

RESTORATION PLAN
OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS

1. DATE OF APPLICATION: <u>7/25/00</u>		FORM 4: Revised 03/85	
2. OWNER NAME, ADDRESS, & TELEPHONE #'s: Great Lakes Energy Partners, L.L.C. 125 State Route 43 PO Box 550 Hartsville, Ohio 44632 (330) 877-6747		3. API #: <u>34</u> * * 14 4. WELL #: <u>/</u> 5. LEASE NAME: <u>GERSTENSLAGER UNIT</u> 6. PROPERTY OWNER: <u>MIC. GERSTENSLAGER</u> 7. COUNTY: <u>STARK</u> 8. CIVIL TOWNSHIP: <u>PERRY</u> 9. SECTION: <u>8</u> 10. LOT: <u>—</u>	
11. CURRENT LAND USE: <input type="checkbox"/> Cropland <input type="checkbox"/> Commercial <input type="checkbox"/> Pasture <input checked="" type="checkbox"/> Idle Land <input type="checkbox"/> Wetlands <input type="checkbox"/> Recreational <input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Unreclaimed strip mine <input type="checkbox"/> Woodland: Circle <u>Broad-leaved</u> or <u>Needlelike</u>		17. TYPE OF WELL: <input checked="" type="checkbox"/> Oil <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Other	
12. SLOPE GRADIENT & LENGTH DETERMINED FROM: <input type="checkbox"/> Ground measurement <input checked="" type="checkbox"/> U.S. Geological Survey Topographical Maps <input type="checkbox"/> Other, explain _____		18. STEEPEST SLOPE GRADIENT CROSSING SITE: <input type="checkbox"/> 0 to 2% <input checked="" type="checkbox"/> 2.1 to 8% <input type="checkbox"/> 8.1 to 10% <input type="checkbox"/> 10.1 to 24% <input type="checkbox"/> greater than 24%	
13. TYPE OF FALL VEGETAL COVER: <input type="checkbox"/> Little or no vegetal cover <input checked="" type="checkbox"/> Short grasses <input type="checkbox"/> Tall weeds or short brush (1 to 2 ft.) <input type="checkbox"/> Brush or bushes (2 to 6 ft.) <input type="checkbox"/> Agricultural crops <input checked="" type="checkbox"/> Trees with sparse low brush <input type="checkbox"/> Trees with dense low brush		19. LENGTH OF STEEPEST SLOPE CROSSING SITE: <input type="checkbox"/> 1 to 100 ft. <input checked="" type="checkbox"/> 101 to 200 ft. <input type="checkbox"/> 201 to 400 ft. <input type="checkbox"/> greater than 400 ft.	
14. SOIL & RESOILING MATERIAL AT WELLSITE: <input checked="" type="checkbox"/> Stockpile & protect topsoil to be used when preparing seedbed <input type="checkbox"/> Use of soil additives (e.g. lime, fertilizer) <input type="checkbox"/> No resoiling planned <input type="checkbox"/> Proposed alternative _____		20. RESTORATION OF DRILLING PITS: ** <input checked="" type="checkbox"/> Haul drilling fluids and fill pits <input type="checkbox"/> Use steel circulating tanks <input type="checkbox"/> Proposed alternative _____	
15. DISPOSAL PLAN FOR TREES AND TREE STUMPS: <input type="checkbox"/> No trees disturbed <input type="checkbox"/> Haul to landfill <input checked="" type="checkbox"/> Cut into firewood <input type="checkbox"/> Sell to lumber co. <input type="checkbox"/> Bury with landowners approval <input type="checkbox"/> Millch sm. trees & branches, erosion control <input type="checkbox"/> Use for wildlife habitat w/landowner approval <input type="checkbox"/> Proposed alternative _____		21. BACKFILLING AND GRADING AT SITE: <input type="checkbox"/> Construct diversions channelled to naturally established drainage systems <input type="checkbox"/> Construct terraces across slopes <input checked="" type="checkbox"/> Grade to approximate original contour <input type="checkbox"/> Grade to minimize erosion & control offsite runoff <input type="checkbox"/> Proposed alternative _____	
16. SURFACE AND SUBSURFACE DRAINAGE FACILITIES: <input checked="" type="checkbox"/> No existing drainage facilities for removal of surface and/or subsurface water <input type="checkbox"/> Tile drainage system underlying land to be disturbed <input type="checkbox"/> Drain pipe(s) underlying land to be disturbed <input type="checkbox"/> Surface drainage facilities on land to be disturbed		22. VEGETATIVE COVER TO BE ESTABLISHED AT SITE: <input checked="" type="checkbox"/> Seeding plan <input type="checkbox"/> Sod <input type="checkbox"/> Agricultural crops <input type="checkbox"/> Trees &/or Bushes <input type="checkbox"/> Proposed alternative _____	
		23. ADDITIONAL HOLES: <input checked="" type="checkbox"/> Rat/Mouse, if used, will be plugged.	
		24. PROPOSED OR CURRENT LENGTH OF ACCESS ROAD: <input checked="" type="checkbox"/> 100 ft. or less <input type="checkbox"/> 101 to 500 ft. <input type="checkbox"/> 501 to 1500 ft. <input type="checkbox"/> greater than 1500 ft.	
		25. CURRENT LAND USE OF PATH OF ACCESS ROAD: <input checked="" type="checkbox"/> Cropland <input type="checkbox"/> Pasture <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Idle land <input type="checkbox"/> Wetlands <input type="checkbox"/> Recreational <input type="checkbox"/> Industrial <input type="checkbox"/> Residential <input type="checkbox"/> Unreclaimed strip mine <input type="checkbox"/> Woodland (Circle <u>Broad-leaved</u> or <u>Needlelike</u>)	

REQUIRED BY SECTION 1509.06 (L), OHIO REVISED CODE - FAILURE TO SUBMIT MAY RESULT IN AN ASSESSMENT OF CRIMINAL FINES NOT LESS THAN \$100.00 NOR MORE THAN \$2,000.00 OR CIVIL PENALTIES NOT LESS THAN \$4,000.00.

<p>26. SURFACING MATERIAL FOR ACCESS ROAD:</p> <p><input checked="" type="checkbox"/> Gravel <input type="checkbox"/> Brick and/or tile waste</p> <p><input type="checkbox"/> Slag <input type="checkbox"/> Crushed stone</p> <p><input type="checkbox"/> No surfacing material to be used</p> <p><input type="checkbox"/> Proposed alternative _____</p>	<p>28. GRADING & EROSION CONTROL PRACTICE ON ROAD:</p> <p><input type="checkbox"/> Diversions <input type="checkbox"/> Water breaks <input type="checkbox"/> Drains</p> <p><input checked="" type="checkbox"/> Outsloping of road <input type="checkbox"/> Open top culverts</p> <p><input checked="" type="checkbox"/> Pipe culverts <input type="checkbox"/> Filter Strips <input type="checkbox"/> Rip rap</p> <p><input type="checkbox"/> Proposed alternative _____</p>
<p>27. PATH OF ACCESS ROAD TO BE DETERMINED BY:</p> <p><input checked="" type="checkbox"/> Landowner <input type="checkbox"/> Contractor</p> <p><input type="checkbox"/> Existing access road <input type="checkbox"/> Operator</p>	<p>29. STEEPEST SLOPE GRADIENT ON ACCESS ROAD:</p> <p><input checked="" type="checkbox"/> 0 to 5% <input type="checkbox"/> 6 to 10% <input type="checkbox"/> greater than 10%</p> <p>30. APPROX. LENGTH OF STEEPEST SLOPE ON ROAD:</p> <p><input type="checkbox"/> 0 to 100 ft. <input checked="" type="checkbox"/> 101 to 200 ft. <input type="checkbox"/> 201 to 400 ft. <input type="checkbox"/> greater than 400 ft.</p>
<p>31. HAS LANDOWNER RECEIVED A COPY OF THIS RESTORATION PLAN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

The undersigned hereby agrees to implement all restoration operations identified on this form, and conform to all provisions of Section 1509.072 of the Ohio Revised Code, and to all orders and rules issued by the Chief, Division of Oil and Gas.

Signature of Owner/Authorized Agent: Richard C. Spangule

Name (Typed or Printed) RICHARD C. SPANGULE Date 7/25/00

Restoration Plan must be submitted to the Division in duplicate.



ACCOUNTS PAYABLE

No. A-10088

P.O. BOX 550
HARTVILLE, OHIO 44632-0550
PH. 330-877-6747

56-1544/441

DATE: AMOUNT
\$250.00PAY
TO THE
ORDER
OFState Of Ohio - Div of Oil & Gas
Permitting Section Building #B-3
4383 Fountain Square Drive
Columbus OH 43224

VOID AFTER 90 DAYS

BANK ONE, NA, CIRCLEVILLE, OHIO OFFICE

⑈0000010088⑈ ⑆044115443⑆ 627117773⑈

REMITTANCE STATEMENT - DETACH BEFORE DEPOSITING

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	501-153-005	265012-001 AFE # 20861			\$250.00

Great Lakes Energy Partners, L.L.C.
ACCOUNTS PAYABLE

No. A-10088



ACCOUNTS PAYABLE

No. A-10087

P.O. BOX 550
HARTVILLE, OHIO 44632-0550
PH. 330-877-6747

56-1544/441

DATE: AMOUNT
7-25-00 \$500.00PAY
TO THE
ORDER
OFState Of Ohio- Div of Oil & Gas
Permitting section Building #B-3
4383 Fountain Square Drive
Columbus OH 43224

VOID AFTER 90 DAYS

BANK ONE, NA, CIRCLEVILLE, OHIO OFFICE

⑈0000010087⑈ ⑆044115443⑆ 627117773⑈

REMITTANCE STATEMENT - DETACH BEFORE DEPOSITING

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	265012-001A	501-153-005	265012-001 afe # 20861		\$500.00

Great Lakes Energy Partners, L.L.C.

A-10087



ACCOUNTS PAYABLE

No. A-10088

P.O. BOX 550
HARTVILLE, OHIO 44632-0550
PH. 330-877-6747

56-1544/441

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DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
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Great Lakes Energy Partners, L.L.C.
ACCOUNTS PAYABLE

No. A-10088



ACCOUNTS PAYABLE

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P.O. BOX 550
HARTVILLE, OHIO 44632-0550
PH. 330-877-6747

56-1544/441

DATE AMOUNT
7-25-00 \$500.00PAY
TO THE
ORDER
OFState Of Ohio- Div of Oil & Gas
Permitting section Building #B-3
4383 Fountain Square Drive
Columbus OH 43224

VOID AFTER 90 DAYS

BANK ONE, NA, CIRCLEVILLE, OHIO OFFICE

⑈0000010087⑈ ⑆044115443⑆ 627117773⑈

REMITTANCE STATEMENT - DETACH BEFORE DEPOSITING

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	265012-001A	501-153-005	265012-001 afe # 20861		\$500.00

Great Lakes Energy Partners, L.L.C.
ACCOUNTS PAYABLE

No. A-10087

DATE: July 17, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 147 - 2000

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, to enter into an agreement with the Board of Stark County Commissioners for the replacement of the Lake Avenue Bridge, 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 enter into an agreement with the Board of Stark County Commissioners for the replacement of the Lake Avenue Bridge, in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into an agreement with the Board of Stark County Commissioners for the replacement of the Lake Avenue Bridge, in the City of Massillon.

Section 3:

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 the Lake Avenue Bridge is in need of replacement so that public safety can be preserved. 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 _____ 2000

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

APPROVED _____
FRANCIS H. CICCHINELLI, JR., MAYOR

AGREEMENT

BRIDGE NO. PE-6-17, LAKE AVENUE

This Agreement is made and entered into this ____ day of _____, 2000, by and between the Board of Stark County Commissioners, hereinafter referred to as the *COUNTY*, duly authorized by a resolution adopted on the ____ day of _____, 2000; and the City of Massillon; hereinafter referred to as the *CITY*, duly authorized by ordinance adopted on the ____ day of _____, 2000.

WHEREAS, there is currently located on *LAKE AVENUE* in the City of Massillon, Ohio, and Stark County, Ohio, a bridge crossing over the Tuscarawas River; and

WHEREAS, the *COUNTY* and the *CITY* wish to replace the existing bridge at this location and provide for future maintenance responsibility; and

WHEREAS, the project currently lies within the *CITY* and within the *COUNTY*, and the *COUNTY* and the *CITY* will each have certain responsibilities towards the project which will need to be agreed upon; and

WHEREAS, the parties wish to resolve their respective liabilities or obligations with respect to the design and construction of this project at said location; and

WHEREAS, it is in the best interests of the *COUNTY* and the *CITY* to cooperate in the repair of the *LAKE AVENUE BRIDGE*; and

WHEREAS, under ORC 307.15, 5571.02 and 5591.02, the *CITY* has the authority to enter into an Agreement with the *COUNTY* to pay its portion of the above described improvement.

NOW, THEREFORE, in consideration of the covenants and agreement contained herein, it is mutually agreed by and between the parties as follows:

1. The COUNTY will provide the design plans for the replacement of the LAKE AVENUE BRIDGE and approach roadways.
2. The CITY will acquire and pay for any necessary right-of-way for the project.
3. The CITY and the COUNTY will jointly apply for funding through the Ohio Public Works Commission for construction of the project. The COUNTY will be the lead agency and will provide any matching funds necessary for construction over and above any in-kind contributions.
4. The COUNTY will provide the construction supervision for the project.
5. Upon completion of the project, the COUNTY will assume all future maintenance responsibility for the bridge.
6. The annual inspection of the bridge will be performed by the COUNTY.
7. This Agreement contains the entire agreement by and between the parties and the terms contained herein are contractual and are not a mere recital,

IN WITNESS WHEREOF, we have hereunto set our hands to this instrument this ____ day of _____, 2000.

WITNESSES:

THE CITY OF MASSILLON

Alan W. Climer
Safety-Service Director

WITNESSES:

THE BOARD OF COMMISSIONERS
STARK COUNTY, OHIO

Donald R. Watkins

Gayle A. Jackson

John P. Dougherty

Approved as to legal
Form and sufficiency:

City of Massillon

By: _____

Approved as to legal
form and sufficiency:

By: _____
Assistant Prosecuting Attorney
Stark County, Ohio

Approved by the City of Massillon Board of Control
on the ____ day of _____, 2000.

By: _____
Secretary of the Board of Control

DATE: July 17, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 148 - 2000

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Service and Safety of the City of Massillon to enter into an agreement with the Board of Stark County Commissioner to jointly apply for OPWC Funding for the replacement of the Lake Avenue Bridge Project, 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 enter into authorize the Mayor to enter into an agreement with the Board of Stark County Commissioners to jointly apply for OPWC Funding for the replacement of the Lake Avenue Bridge, in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into an agreement with the Board of Stark County Commissioners to jointly apply for OPWC Funding for the replacement of the Lake Avenue Bridge, in the City of Massillon.

Section 3:

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 the City of Massillon is eligible to apply for funding through OPWC for the Lake Avenue Bridge Project. 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 _____ 2000

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

APPROVED _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: July 17, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 149 - 2000

BY: SEWER AND WASTE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract, without competitive bidding, with Helter Engineering for the design of the South Massillon Trunk Sewer Project, 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 finds that it is necessary to enter into a contract, without competitive bidding, with Helter Engineering for the design of the South Massillon Trunk Sewer Project.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into a contract, without competitive bidding, with Helter Engineering for the design of the South Massillon Trunk Sewer Project.

Section 3:

That the amount of the contract with Helter Engineering for the design for the South Massillon Trunk Sewer Project shall not exceed the amount of Twelve Thousand Nine Hundred Fifty Dollars (\$12,950.00).

Section 4:

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 for the additional reason that it is necessary for Helter Engineering to design the South Massillon Trunk Sewer Project as they have the experience and technology to perform the required services. 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 _____ 2000

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

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

DATE: July 17, 2000 CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 150 - 2000

BY: COMMITTEE OF THE WHOLE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to extend the length of the Collective Bargaining Agreements with the Unclassified Employees, Classified Employees, Classified or Unclassified Supervisory Employees now referred to as ACUE, until September 15th, 2000, 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 Director of Public Service and Safety of the City of Massillon, Ohio, be and are hereby authorized to extend the length of the Collective Bargaining Agreements with the Unclassified Employees, Classified or Unclassified Supervisory Employees (ACUE), until September 15th, 2000.

Section 2:

The Collective Bargaining Agreements between the City of Massillon and the above bargaining units will be retroactive to the expiration date of the current agreement.

Section 3:

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 extend the agreement due to the ongoing negotiations between the City and the Bargaining Units. Provided it receives the affirmative vote of two-thirds of the elected members of 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 _____, 2000

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

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

DATE: May 17, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 151 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing the annexation of certain contiguous territory owned by the City of Massillon, appointing Robert Sanderson as an Agent for the City as Petitioner, defining those City services to be provided to the Territory and directing the City Director of Law and the City Engineer to prosecute the proceedings necessary to effectuate such annexation and declaring the same to be an emergency.

WHEREAS, heretofore, for the purpose of promoting the recreational and economic development of the City of Massillon and the State of Ohio, the City of Massillon purchased certain territory situated in Stark County and contiguous to the boundaries of the City of Massillon; and

WHEREAS, the development of the territory for economic and recreational purposes can be accomplished only upon the annexation of said territory to the City of Massillon; and

WHEREAS, Ohio Revised Code Sections 709.14, 709.15 and 709.16(B) provide for an expedited annexation proceeding in those instances where the territory sought to be annexed is contiguous to the City boundaries and is located entirely within the same county as the municipal corporation; and

WHEREAS, Ohio Revised Code Section 709.16(B) provides:

“(B) If the only territory to be annexed is contiguous territory owned by the municipal corporation seeking annexation and if such territory is located entirely within the same county as the municipal corporation seeking annexation, upon receipt of the petition required by section 709.15 of the Revised code, the Board of County commissioners shall, by resolution, approve the annexation and make such adjustments of funds, unpaid taxes, claims, indebtedness, and other fiscal matters as the Board determines to be proper. The annexation shall be complete upon the entry pursuant to the board’s resolution, of an order upon the journal of the board authorizing such annexation.”;

and,

WHEREAS, Ohio Revised Code Section 709.14 requires as a condition to such annexation that the legislative authority adopt an ordinance authorizing the annexation to be made and directing the Director of Law or someone to be named in the ordinance to prosecute the proceedings necessary to effectuate the annexation; and

WHEREAS, at least two-thirds of the members elected to Council of the City of Massillon have found, considered and determined that the need to annex said territory to the City of Massillon in sufficient time for said territory to be economically developed constitutes an emergency requiring immediate action;

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

Section 1:

Robert Sanderson is hereby appointed Agent for the City as Petitioner and is directed to forthwith submit to the Stark County Board of County Commissioners a petition, on behalf of the City of Massillon, for the annexation of the contiguous territory hereinafter described, together with an accurate description of the territory (the "Territory") and an accurate map or plat thereof. Robert Sanderson, with the assistance of John D. Ferrero, Jr., Director of Law, or such attorney-at-law as Mr. Ferrero shall designate, shall also prosecute the proceedings necessary to effectuate the annexation, including any action including prosecution of an injunction mandamus appeal or other appropriate action in a Court of Competent Jurisdiction. The Territory to be annexed is described on Exhibit A which is made a part hereof and incorporated herein by reference.

Section 2:

The City of Massillon will extend to the Territory, upon annexation, the availability of all municipal services extended to all of the current citizens, residents and property owners of the City of Massillon, including, but not limited to, the services of the Municipal fire Department, services of the Municipal Service Department, services of the engineering Department, services of the Building Department, services of the Safety Department, services of the Street Department, services of the Planning Department, services of the health Department, services of the Sewer Department and services of the city of Massillon Administration.

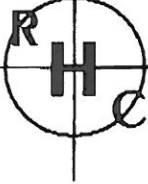
Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the community and for the more efficient operation of the City of Massillon, Ohio, and necessary for the reason that an expedited annexation is required to enable said territory to be economically developed. This Ordinance, having received the affirmative vote of at least two-thirds of the elected members of Council, shall take effect and be in force immediately upon its journalization and approval by the Mayor.

PASSED IN COUNCIL THIS _____ DAY OF _____ 1999

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

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



RONALD C. HINTON SURVEYING Co., Inc.

"CARRYING THE SURVEYING TRADITION INTO THE NEW MILLENNIUM"

1315 GREENFIELD AVE. S.W.
CANTON, Ohio 44706

Ph: 330-452-9070

Fax: 330-452-5950

July 17, 2000

DESCRIPTION OF A 10.111 ACRE PARCEL

Situated in the State of Ohio, County of Stark, and Township of Perry (T-10, R-9), and being part of the Southwest Quarter of Section 16 of said Perry Township, and being a parcel now or formerly owned by the City of Massillon (#2000034687), and being further described as follows:

Beginning at a 5/8" bar found at the northwest corner of Out Lot 707 of said City of Massillon;

1. Thence N01°51'27"E along the east line of Lots 12597, 12594, 12593, 12590, 12587, 12586 and 12583 of said City of Massillon, a distance of 686.24 feet to a 5/8" bar set;
2. Thence S88°10'00"E along the south line of a parcel now or formerly owned by J. & E. Harford (674-587), a distance of 181.85 feet to a 1/2" pipe found;
3. Thence N01°53'40"E along the east line of said Harford parcel, a distance of 524.11 feet (passing over a 5/8" bar set at a distance of 488.78 feet);
4. Thence S56°26'18"E along the centerline of Richville Drive SW (60' wide), a distance of 327.65 feet;
5. Thence S01°40'10"W along the west line of said Out Lot 707 of the City of Massillon, a distance of 1038.76 feet (passing over a 5/8" bar found at a distance of 35.33 feet) to a stone found;
6. Thence N88°04'46"W along the north line of said Out Lot 707, a distance of 464.35 feet to the place of Beginning and containing 10.111 acres as surveyed by Ronald C. Hinton, S-6270 in July, 2000.

Subject to the right of way of Richville Drive (60' wide) containing 0.217 of an acre.

Basis of bearings from State Plane Coordinates.

DATE: July 17, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 152 - 2000

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE establishing a fund entitled "OPWC CS09D Wales/Hills & Dales", creating line items within said fund, 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, a fund entitled "OPWC CS09D Wales/Hills & Dales", creating line items within said fund.

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 this Fund for the purpose of receiving and disbursing all necessary funds for the Project. 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 _____ 2000

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

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

DATE: July 17, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 153 - 2000

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the South Massillon Trunk Sewer Line Fund, General Fund, Clerk of Courts Computer Fund and the Capital Improvement Fund , of the City of Massillon, for the year ending December 31, 2000, 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 South Massillon Trunk Sewer Line Fund for the year ending December 31, 2000, the following:

\$109,016.37 to an account entitled "South Massillon Trunk Sewer Project" 1423.905.2510

Section 2:

There be and hereby is appropriated from the unappropriated balance of the General Fund for the year ending December 31, 2000, the following:

\$36,000.00 to an account entitled "Unemployment Compensation" 1100.130.2290

\$15,000.00 to an account entitled "Refunds Income Tax" 1100.210.2720

\$ 6,525.00 to an account entitled "PERS" 1100.130.2230

\$ 700.00 to an account entitled "Medicare" 1100.130.2231

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Clerk of courts Computer Fund for the year ending December 31, 2000, the following:

\$ 20,000.00 to an account entitled "Salary" 1232.130.2111

\$ 3,200.00 to an account entitled "Hospital/Eye/Dental/Pres/Life" 1232.130.2210

\$ 3,425.00 to an account entitled "PERS" 1232.130.2230

\$ 375.00 to an account entitled "Medicare" 1323.130.2231

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund for the year ending December 31, 2000, the following:

\$10,000.00 to an account entitled "Equipment Income Tax" 1401.210.2510

\$ 7,500.00 to an account entitled "Fire Dept. Equipment" 1401.325.2531

\$ 3,159.00 to an account entitled "Fire Dept. Equipment" 1401.325.2531

Section 5:

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 _____ 2000

ATTEST: _____
SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR, MAYOR

DATED: JULY 17, 2000

CLERK: SHARON K. HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 154-2000

BY: THE FINANCE COMMITTEE

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,700,000 OF NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PROVIDING FUNDS FOR ACQUIRING LAND AND INTERESTS IN LAND FOR THE PURPOSE OF URBAN REDEVELOPMENT IN CONNECTION WITH THE LINCOLN CENTER PHASE III PROJECT.

WHEREAS, the City Auditor (the "City Auditor") of the City of Massillon (the "City") has certified to the Council of the City (the "Council") that the estimated life of the improvement stated in the title of this ordinance (the "Project") which is to be financed with the proceeds of bonds and notes hereinafter referred to exceeds five (5) years, the maximum maturity of bonds being thirty (30) years and notes being twenty (20) years;

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

Section 1. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$2,700,000 for the purpose of paying the cost of financing the Project.

Section 2. The Bonds shall be dated prior to the maturity date of the Notes (as defined hereinbelow), shall bear interest at the maximum average annual interest rate presently estimated to be seven per centum (7.00%) per annum, payable semiannually until the principal sum is paid and shall mature in thirty (30) annual installments.

Section 3. It is necessary to issue and this Council hereby determines that notes shall be issued in anticipation of the issuance of the Bonds.

Section 4. Such anticipatory notes (the "Notes") shall be in the amount of not to exceed \$2,700,000, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date

established by the City Auditor and certified to this Council and shall mature on such date as shall be determined by the City Auditor and certified to this Council, provided that such maturity date shall not be later than one year after the date of issuance of the Notes.

Section 5. The Notes shall be issued as one fully registered note in book-entry only form in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission. The exemption requires that, (i) the Notes be issued only in authorized denominations of \$100,000 or more and with restrictions that prevent the sale or transfer of Notes in principal amounts of less than \$100,000 and (ii) the Notes be sold to no more than 35 persons each of whom the Original Purchaser (as defined hereinbelow) reasonably believes: (A) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investment in the Notes and (B) is not purchasing the Notes for more than one account or with a view to distributing the Notes. Based upon the foregoing, beneficial interests in the Notes are not to be sold or transferred in principal amounts of less than \$100,000.

Section 6. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon, and is hereby pledged for such purpose.

Section 7. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount which is sufficient to provide funds to pay interest upon the Notes as and when the same fall due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 8. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same fall due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 9. The Notes shall bear interest at such rate per annum as shall be determined by the City Auditor and certified to this Council, provided that such rate shall not exceed six and one-half per centum (6.50%) per annum, based on a 360-day year of twelve 30-day months, payable semi-annually on June 1 and December 1 of each year beginning December 1, 2000 or on such other date or dates as shall be determined by the City Auditor. The Notes shall be, and hereby are, awarded and sold to Fifth Third Securities, Inc., Columbus, Ohio (the "Original Purchaser") at the par value thereof, and the City Auditor of this Council is hereby authorized and directed to deliver the Notes, when

principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed and the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of the Note Ordinance. The exchange or transfer shall be without charge to the owner; except that the City and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under the Note Ordinance, as the Notes surrendered upon that transfer or exchange.

Section 13. For purposes of the Note Ordinance, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to a depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book entry system to record beneficial ownership of Notes and to effect transfers of Notes, in book entry form.

The Notes will be initially issued to a Depository for use in a book entry system, and the provisions of this section shall apply, notwithstanding any other provision of the Note Ordinance; (i) there shall be a single Note of each maturity, (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Note service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative upon presentation and surrender of Notes as provided in the Note Ordinance.

The Note Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in the Note Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar will furnish a copy of each of those agreements, certified to

be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, the Note Ordinance.

The Clerk of the City is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, if requested, a letter agreement among the City, the Note Registrar and The Depository Trust Company, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system in substantially the form submitted to the City.

If any Depository determines not to continue to act as a depository for the Notes for use in a book entry system, the City and the Note Registrar may attempt to have established a securities depository/book entry relationship with another qualified Depository under the Note Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 14. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the City Auditor and a no-litigation certificate of the Mayor and the City Auditor, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

Section 15. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 16. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 17. The Clerk is hereby directed to forward a certified copy of this ordinance to the Auditor of Stark County, Ohio.

Section 18. This ordinance shall take effect and be in force at the earliest date permitted by law.

Adopted in Council on this _____ day of _____, 2000.

Effective this _____ day of _____, 2000.

Attest:

Clerk

President of Council

—
—
Approved:

Mayor

CERTIFICATE

The undersigned Clerk hereby certifies that the foregoing is a true copy of Ordinance No. 154-2000 duly adopted by the Council of the City of Massillon, Ohio on _____, 2000, and that a true copy thereof was certified to the County Auditor of Stark County, Ohio, on _____, 2000.

Clerk
City of Massillon, Ohio

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION PROVIDING
FOR THE ISSUANCE OF
GENERAL OBLIGATION NOTES

I, Janet Weir Creighton, the duly elected, qualified, and acting County Auditor in and for Stark County, Ohio hereby certify that a certified copy of Ordinance No. 154-2000 duly adopted by the City Council of the City of Massillon, Stark County, Ohio on _____, 2000, providing for the issuance of general obligation notes designated City of Massillon, Stark County, Ohio Lincoln Center Phase III Land Acquisition Notes, in the aggregate amount of \$2,700,000 were filed in this office on _____, 2000.

WITNESS my hand and official seal at Canton, Ohio this _____ day of _____, 2000.

[SEAL]

County Auditor
Stark County, Ohio

DATE: July 17, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 16 - 2000

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: A RESOLUTION endorsing the proposed annexation of approximately ^{4.58}~~656.47~~ acres of land in ~~Tuscarawas~~ Township, owned by the City of Massillon, Ohio, and urging the Board of Stark County Commissioners to approve said annexation.

^{Perry} WHEREAS, the City of Massillon, Ohio, owns approximately ^{4.58}~~656.47~~ acres in Tuscarawas Township and Council of the City of Massillon, Ohio, desires that said municipally owned property be located within the city limits, and

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

Section 1:

Massillon City Council hereby endorses and urges the Board of Stark County Commissioners to approve the proposed annexation of approximately ^{4.58}~~656.47~~ acres of City owned land in ~~Tuscarawas~~ Township, referred to as the West Warmington Area Annexation.

Section 2:

The Mayor and Director of Public Service and Safety are authorized to sign a petition requesting annexation of said city owned land to the City.

Section 3:

This Resolution shall be immediately effective.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2000

APPROVED: _____

SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

ATTEST: _____

FRANCIS H. CICCHINELLI, JR., MAYOR