

AGENDA

DATE: MARCH 5, 2001
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE FOUR PUBLIC HEARINGS THIS EVENING
ORDINANCE NO. 19 - 2001 AT 7:00 P.M.

1. ROLL CALL
2. INVOCATION - COUNCILWOMAN GLORIA AUTREY
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA

A). CLERK OF COURTS JOHNNIE MAIER PRESENTS ANNUAL REPORT FOR 2000

6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 39 - 2001 BY: POLICE AND FIRE COMMITTEE

*EST. 13,000 -
SOP
9-0*
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications and to advertise for, receive sealed bids according to law and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the resurfacing of the police parking lot in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 40 - 2001 BY: POLICE AND FIRE COMMITTEE

*SOP
9-0
Polo
9-0*
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications and to advertise for, receive sealed bids according to law and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the lease /purchase of a self-contained breathing apparatus for use by the fire department of the City of Massillon, and declaring an emergency.

ORDINANCE NO. 41 - 2001 BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMM

*1ST
Ready*
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for, receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2001 Street Resurfacing Program within the City of Massillon, and declaring an emergency

ORDINANCE NO. 42 - 2001 BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMM

Ready
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for, receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2000 Target Neighborhood Street Program within the City of Massillon, and declaring an emergency.

MARCH 5, 2001

ORDINANCE NO. 43 - 2001 BY: SEWER AND WASTE COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications and to advertise for, receive sealed bids according to law and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the design and construction of the West Warmington Sanitary Sewer Pump Station in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 44 - 2001 BY: SEWER AND WASTE COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications and to advertise for, receive sealed bids according to law and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the construction of the Augusta Lakes Pump Station in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 45 - 2001 BY: SEWER AND WASTE COMMITTEE

AN ORDINANCE authorizing and directing the Mayor and Director of Public Service and Safety of the City of Massillon, to enter into an agreement with the Stark County Commissioners for the "City of Massillon/Stark County Sewer Service Agreement", and declaring an emergency.

ORDINANCE NO. 46 - 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

AN ORDINANCE amending Section 1151.02 of the Massillon Code rezoning a certain tract of land from Perry Township to Massillon Zoning, and declaring an emergency.

ORDINANCE NO. 47 - 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

AN ORDINANCE amending Section 1151.02 of the Massillon Code rezoning a certain tract of land from Perry Township to Massillon Zoning, and declaring an emergency.

ORDINANCE NO. 48 - 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

AN ORDINANCE amending Section 1151.02 of the Massillon Code rezoning a certain tract of land from Perry Township to Massillon Zoning, and declaring an emergency.

ORDINANCE NO. 49 - 2001 BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, Vehicle License Plate Tax Fund, Law Enforcement Trust Fund, General Fund, Massillon Mural Fund and the Economic Development Fund, for the year ending December 31, 2001, and declaring an emergency.

MARCH 5, 2001

ORDINANCE NO. 50 - 2001 BY: FINANCE COMMITTEE

101
AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund of the City of Massillon, Ohio, for the year ending December 31, 2001, and declaring an emergency.

RESOLUTION NO. 5 - 2001 BY: FINANCE COMMITTEE

*Sup
9-0
P.O.
9-0*
A RESOLUTION estimating the aggregate maximum amount of public funds for the City of Massillon, Ohio, to be awarded and be on deposit as of August 1, 2001 to and including July 31, 2006, inviting bids from banking institutions qualified to service as depositories of municipal funds under the Uniform Depository Act of the State of Ohio, fixing the date for the designation of such depositories, and declaring an emergency.

RESOLUTION NO. 6 - 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

11
A RESOLUTION supporting the efforts of the proposal of Wooten Homes, L.P. to provide affordable housing for the citizens of Massillon through the use of housing tax credits from the Ohio Housing Finance Agency.

RESOLUTION NO. 7 - 2001 BY: SEWER AND WASTE COMMITTEE

*Sup
9-0
P.O.
9-0*
A RESOLUTION authorizing the Director of Public Safety and Service of the City of Massillon, to send a letter of support to the Stark County Metropolitan Sewer District approving its request for a 201 Mini Update for the Massillon, Franklin-Green and Canal Fulton Facilities Planning Areas.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

101
A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR FEBRUARY - 2001

B). AUDITOR SUBMITS MONTHLY REPORT FOR FEBRUARY - 2001

C). CLERK OF COURTS SUBMITS ANNUAL REPORT FOR 2000

D). MASSILLON MAIN STREET SUBMITS ANNUAL REPORT FOR 2000

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS

13. CALL OF THE CALENDAR

ORDINANCE NO. 265 - 2000 BY: FINANCE COMMITTEE

*Defeated
9-0*
AN ORDINANCE imposing an additional municipal motor vehicle license fee pursuant to Section 4504.17 of the Ohio Revised Code, and declaring an emergency.

MARCH 5, 2001

RESOLUTION NO. 2 - 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

2/10/01
A RESOLUTION reversing the decision of the Massillon Zoning Board of Appeals made on December 14th, 2000 wherein the Zoning Board of Appeals denied a variance to operate a business as it relates to property owned by Robert F. and Kay L. Eckenrode and known as Lot No. 15069, located at 2175 Cyprus Drive S.E., in the City of Massillon, Ohio, and declaring an emergency.

14. THIRD READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 19 - 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

2/10/01
AN ORDINANCE amending CHAPTER 1109 "PLANNING AND ZONING CODE - DESIGN STANDARDS" of the Codified Ordinances of the City of Massillon, by repealing Section 1109.06(a)(1) and (b)(5) of "EASEMENT; INSTALLATION OF UTILITIES; PUBLIC SITES AND OPEN SPACE" of CHAPTER 1109 "PLANNING AND ZONING CODE - DESIGN STANDARDS" and enacting a new Section 1109.06(a)(1) and (b)(5) of "EASEMENTS; INSTALLATION OF UTILITIES; PUBLIC SITES AND OPEN SPACE", and declaring an emergency.

15. SECOND READING ORDINANCES AND RESOLUTIONS

2/10/01
RESOLUTION NO. 4 - 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

A RESOLUTION declaring the intention of the City of Massillon, Ohio to appropriate property within the corporate limits pursuant to the authority in CHAPTER 719 of the Ohio Revised Code, and declaring the necessity to acquire property for the purpose of redevelopment.

16. NEW AND MISCELLANEOUS BUSINESS

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

18. ADJOURNMENT

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Sharon Howell
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 39 - 2001

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications and to advertise for, receive sealed bids according to law and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the resurfacing of the police parking lot 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,

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to prepare plans and specifications and to advertise for, receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the resurfacing of the police parking lot in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for, 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 resurfacing of the police parking lot in the City of Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that bids be received so that work may be started for the resurfacing of the police parking lot that is in need of repair. . 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 _____, 2001

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

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

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 40 - 2001

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications and to advertise for, receive sealed bids according to law and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the lease/purchase of a self-contained breathing apparatus for use by the Fire Department of the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to prepare plans and specifications and to advertise for, receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the lease/purchase of a self-contained breathing apparatus for use by the fire department of the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for, 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 lease/purchase of a self-contained breathing apparatus for use by the fire department of the City of Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that bids for the lease/purchase of a self-contained breathing apparatus for use by the Fire Department of the City of Massillon, so that it will provide additional protection and safety to the citizens of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2001

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

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

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

*1st Reading
2nd Reading 3/19*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

4/20 - Referred to 4/16/01

ORDINANCE NO. 41 - 2001

passed 4/16/01

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY 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 enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2001 Street Resurfacing Program within the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for, receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2001 Street Resurfacing Program within the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for, receive sealed bids and enter into contract, upon award and approval by the Board of Control, with the lowest and best bidder for the 2001 Street Resurfacing Program within the City of Massillon.

Section 3:

That 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 that the advertising for bids be made to pave and/or resurface the streets prior to the commencement of the paving season. 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 _____ 2001

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

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

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

*1st Reading
2nd Reading 3/19*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

4/6/01 - Signed to 4/6

ORDINANCE NO. 42 - 2001

passed 4/6/01

BY: STREETS, HIGHWAYS, TRAFFIC AND SAFETY 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 enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2000 Target Neighborhood Street Program within the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for, receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2000 Target Neighborhood Street Program within the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for, receive sealed bids and enter into contract, upon award and approval by the Board of Control, with the lowest and best bidder for the 2000 Target Neighborhood Street Program within the City of Massillon.

Section 3:

That 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 that the advertising for bids be made to pave and/or resurface the streets prior to the so that the streets within the Massillon neighborhoods maybe repaired and repaved. 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 _____ 2001

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

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

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

*1st reading
passed 3/19/01*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 43 - 2001

BY: SEWER AND WASTE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications and to advertise for, receive sealed bids according to law and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the design and construction of the West Warmington Sanitary Sewer Pump Station 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,

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to prepare plans and specifications and to advertise for, receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the design and construction of the West Warmington Sanitary Sewer Pump Station in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for, 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 design and construction of the West Warmington Sanitary Sewer Pump Station lot in the City of Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that bids be received so that work may be completed on the West Warmington Sewer Pump Station by the end of summer 2000. 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 _____, 2001

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

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

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

*1st reading
2nd reading 3/19*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 44 - 2001

*8/2/01 - Amended - to add design
4/16/01 - 2nd reading
5/7/01 - Passed*

BY: SEWER AND WASTE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications and to advertise for, receive sealed bids according to law and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the construction of the Augusta Lakes Pump Station 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,

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to prepare plans and specifications and to advertise for, receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the construction of the Augusta Lakes Pump Station in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for, 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 construction of the Augusta Lakes Pump Station in the City of Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that bids be received so that work may be completed on the Augusta Lakes Pump Station by the end of summer 2001. Provided it receives the affirmative vote of two-thirds of the elect 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 _____, 2001

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

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

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 45 - 2001

BY: SEWER AND WASTE DISPOSAL COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor and Director of Public Service and Safety of the City of Massillon, to enter into an agreement with the Stark County Commissioners for the "City of Massillon/Stark County Sewer Service Agreement", 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 Stark County Commissioners for the "City of Massillon/Stark County Sewer Service Agreement".

Section 2:

The Mayor and Director of Public Service and Safety of the City of Massillon, Ohio, are hereby authorized and directed to enter into an agreement with the Stark County Commissioners for the "City of Massillon/Stark County Sewer Service Agreement".

Section 3:

A copy of said agreement is attached hereto and made part of this Ordinance.

Section 4:

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 that the agreement be entered into for the purpose of stating the duties and responsibilities of the City of Massillon and Stark County as it relates to this Sewer Service Agreement. 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 _____ 2001

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

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

CITY OF MASSILLON/STARK COUNTY

SEWER SERVICE AGREEMENT

"FINAL"

February 16, 2001

Finkbeiner, Pettis & Strout, Inc.
Consulting Engineers
520 South Main Street, Suite 2400
Akron, Ohio 44311-1010
(330) 434-1995
(330) 374-1095 (fax)
www.fpsengineering.com

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CITY OF MASSILLON/STARK COUNTY SEWER SERVICE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2001, for a period of ten (10) years from the date of the signatures herein placed, by and between the **CITY OF MASSILLON, OHIO** (hereinafter referred to as "**MASSILLON**"), by its Director of Public Service and Safety, duly authorized in its behalf by Ordinance No. _____ passed by its Council on the _____ day of _____, 2001, and the **COUNTY OF STARK, OHIO** (hereinafter referred to as "**STARK**"), by its Board of County Commissioners, duly authorized by a resolution adopted by the Board on the _____ day of _____, 2001:

WHEREAS, STARK has, under authority of Ohio Revised Code Chapter 6117, heretofore established Stark County Metropolitan Sewer District (hereinafter referred to as the "DISTRICT") for the purpose of preserving and promoting the public health and welfare and has included therein or has made other provision for territory being served or capable of being served by the MASSILLON Sewerage System, said territory as identified within the boundaries of the Service Area as defined in Article 2.01, and,

WHEREAS, STARK has heretofore constructed, and plans to continue to construct, sanitary sewage collection facilities for the DISTRICT, the same, in accordance with the general plan of sewerage and sewage disposal for the DISTRICT as approved from time to time by STARK's Board of County Commissioners, providing and to provide for delivery to the Massillon sewerage system, sanitary sewage originating in the Service Area.

WHEREAS, MASSILLON owns and operates a sanitary sewerage system, which includes a wastewater treatment plant and a wastewater collection system and appurtenances, and,

WHEREAS, consistently with the determination of STARK to contract with MASSILLON for the conveyance of such wastewater to the Massillon Wastewater Treatment Plant and for the use of such plant on behalf of the DISTRICT and the determination by MASSILLON on its part to provide such services, MASSILLON and STARK have heretofore entered into an Agreement for such purpose dated November 19, 1981, and Supplemental Agreements thereof dated May 11, 1983; October 4, 1984; April 4, 1990; October 28, 1993; November 30, 1995; June 25, 1996; October 8, 1996; May 15, 1997; and, July 13, 1999 (such Agreement dated November 19, 1981 and together with such Supplemental Agreements, being referred to as the "Basic Agreement"); and,

WHEREAS, the additional improvements to the Massillon Wastewater Treatment Plant, which are referred to therein and herein as the "PROJECT", will soon be constructed, and, by reason thereof and of other relevant considerations, MASSILLON and STARK have found it to be necessary to enter into a new AGREEMENT in the form set forth herein restating their respective rights and obligations with respect to the sanitary sewerage facilities of MASSILLON presently used, or hereafter to be used, jointly by MASSILLON and STARK (hereinafter referred to as the "JOINT FACILITIES"), and the STARK sanitary sewers tributary thereto, and superseding the Basic Agreement as of the date hereinafter specified, except as otherwise expressly provided in this new AGREEMENT; and,

WHEREAS, MASSILLON, being authorized by Article XVIII of the Ohio Constitution, and STARK, acting under authority of the Ohio Revised Code, including Chapter 6117 thereof, are fully empowered to enter into this new AGREEMENT;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, MASSILLON and STARK hereby promise and agree that:

ARTICLE 1 - DEFINITIONS

1.01 Definitions shall be as included in the rules and regulations which currently exist and modified hereafter within MASSILLON's Sewer Ordinances which are applicable to sewers, plus the following definitions,

"BASIC AGREEMENT" means the November 19, 1981 Sewer Service Agreement and Supplemental Agreements.

"JOINT FACILITIES" means the facilities jointly shared and of benefit to MASSILLON and STARK including the MASSILLON WWTP, MASSILLON sanitary sewers which convey STARK wastewater and related system appurtenances.

"PROJECT" means the MASSILLON WWTP Upgrade 2000 project of improvements to the MASSILLON WWTP to expand treatment capacity, to rehabilitate and replace existing facilities and processes, and to provide needed additional plant processes, for JOINT FACILITIES, as described in Exhibit B.

"DISTRICT" means the Stark County Metropolitan Sewer District.

"SATELLITE COMMUNITY" means a political subdivision having a public sanitary sewer collection system which, under AGREEMENT with MASSILLON, transports and discharges wastewater into MASSILLON's facilities.

"SERVICE AREA" means the territory of STARK County that is served and will be served by the MASSILLON WWTP for processing of STARK wastewater, and as may be extended from time to time, as shown in Exhibit A.

"STARK" means the County of Stark, Ohio.

"SURCHARGE" means the assessment of costs in addition to the standard charge which is levied for wastewater flows greater than those established by agreement.

ARTICLE 2 - SCOPE

2.01 MASSILLON shall accept and receive in its sanitary sewer system the sanitary sewage originating in the Service Area as hereinafter defined and collected therefrom by means of the sewage facilities provided and to be provided therefor by STARK, shall transport such wastewater to the Massillon Wastewater Treatment Plant through sewers of MASSILLON now existing or hereafter to be constructed, and shall, at such plant, treat and dispose of such wastewater in the same manner as MASSILLON treats and disposes of similar wastewater collected within its corporate limits. The Service Area, as referred to herein, shall be deemed to mean and include the area within the DISTRICT which is shown as Exhibit A attached hereto. However, this AGREEMENT may be extended to other areas beyond the Service Area by an agreement supplemental hereto or by a new AGREEMENT having terms mutually satisfactory to MASSILLON and STARK, and the subsequent provisions of this AGREEMENT making it applicable to the Service Area shall be deemed to have reference both to the original limits thereof and to any other areas to which this AGREEMENT is so extended.

2.02 STARK, shall, to the extent that sewerage facilities have heretofore been, or may hereafter be, provided by it for the Service Area and will so permit, transport and deliver to the MASSILLON sanitary sewer system all sanitary sewage originating in the Service Area, it being understood and agreed that STARK has, consistently with the preambles hereto, planned and constructed, or will plan and construct, its facilities as an integral part of the JOINT FACILITIES.

2.03 STARK shall maintain, as a minimum in the Service Area, the requirements, rules and regulations which currently exist and modified hereafter within MASSILLON and which are applicable to the management and use of sewers, the construction of house laterals, the installation and maintenance of sewer connections and the control of infiltration and inflow.

2.04 The Massillon Engineer shall have the right to determine, on the basis of appropriate evidence and documentation and at the expense of the Wastewater Treatment Fund provided for in Article 6.02 hereof, that MASSILLON sewers used jointly by MASSILLON and STARK are at capacity, and thereupon to refuse to permit additional connections to existing tributary sewers in the Service Area. Upon notification by MASSILLON of the Engineer's determination, MASSILLON and STARK shall immediately

commence negotiations to provide the additional capacity required and shall amend or supplement this AGREEMENT for the purpose.

2.05 All sewer charges by MASSILLON and STARK to their respective users shall be established by the appropriate authority of each, and no approval of the charges of either shall be required by the other.

2.06 In the event that MASSILLON shall determine it to be necessary to enlarge, expand or otherwise improve Massillon's Wastewater Treatment Plant, or, in the further event that any governmental authority having jurisdiction in the premises shall notify MASSILLON that a major capital improvement to its Wastewater Treatment Plant is required, the cost of any such improvement shall be shared by MASSILLON and STARK and shall be made upon such terms and conditions as are mutually agreed upon and incorporated, in an amendment or supplement hereto.

2.07 MASSILLON shall have the right, without cost, to connect any of its sanitary sewers to any of STARK's Service Area sanitary sewers and to make use thereof, provided MASSILLON use does not materially affect STARK's use thereof.

ARTICLE 3 - INDUSTRIAL WASTES

3.01 STARK sewers in the Service Area shall be used for industrial wastes only to the extent and upon the conditions set forth in MASSILLON's rules and regulations, in effect at the time, as pertaining to industrial wastes, including, where required, the pretreatment of such wastes, and a permit issued to the generator of such wastes by MASSILLON for the acceptance of the same. Such industrial waste provisions are hereby incorporated into this AGREEMENT.

3.02 Any industry desiring to discharge industrial wastes into the sanitary sewers of the Service Area shall use a special application form to be prescribed and provided by MASSILLON, and such application shall require approval by the Massillon Engineer and the Wastewater Manager before STARK's Sanitary Engineer issues the required connection permit.

STARK shall not permit the discharge of unacceptable wastewater from the Service Area into the JOINT FACILITIES.

3.03 In the event that MASSILLON imposes an additional surcharge for treating industrial wastes from the Service Area, this surcharge shall be identified properly and billed directly to the industry, concurrently with the further monthly billing provided for in Article 8 hereof.

3.04 For the purpose of assuring compliance with its industrial wastes rules and regulation, MASSILLON shall have the right to sample the effluent of any industrial waste discharge in the Service Area. In the event the discharge does not meet the established requirements, MASSILLON, with the cooperation of STARK, will take the necessary action to ensure compliance.

ARTICLE 4 - SATELLITE SEWER DISCHARGE CONTROL PROGRAM

4.01 MASSILLON, as required by the Ohio Environmental Protection Agency, has developed and implemented a Satellite Sewer Discharge Control Program (SSDCP), which SSDCP involves STARK as a Satellite Community who collects and conveys or passes on wastewater to MASSILLON.

4.02 STARK, through the SSDCP, has been issued a Satellite Sewer Discharge Permit and shall comply with the requirements thereof, including requirements to eliminate Sanitary Sewer Overflows, to meter wastewater, to address infiltration/inflow, and to implement a sewer maintenance program.

4.03 MASSILLON shall enforce the requirements of STARK's Satellite Sewer Discharge Permit and issue STARK a Satellite Community Compliance Schedule to address issues and achieve compliance with any of the requirements identified in Article 4.02.

ARTICLE 5 - STARK PROCEDURES

5.01 No connection to the sewers in the Service Area shall be made until after the issuance of a permit for such purpose by Stark's Sanitary Engineer, and copies of the permits as so issued shall be filed monthly with the Massillon Engineer.

5.02 The detailed plans and specifications for the construction of any sanitary sewers in the Service Area shall be submitted to, and approved without unreasonable delay by, the Massillon Engineer prior to the commencement of such construction; the materials used in the construction of such sewers and the methods of such construction shall be at least equal to those provided for in MASSILLON's Standard Specifications for Sanitary Sewer Improvements in force at the time of submission of such plans and specifications for approval; and the Massillon Engineer shall have the right to enter and inspect any sewer in the Service Area during or after the period of construction thereof for the purpose of ascertaining that STARK has complied or is complying, with the requirements set forth herein.

5.03 The Massillon Engineer shall have the right, at the time of approval of the plans and specifications referred to in Section 5.02 hereof, to establish the maximum allowable infiltration in the sewers to be constructed in the Service Area, but such infiltration shall not be less than that which is then permitted for comparable sewers constructed inside MASSILLON.

5.04 Stark's Sanitary Engineer shall furnish to the Massillon Engineer record drawings of the sanitary sewers in the Service Area as the same are constructed or extended from time to time, and shall notify the Massillon Engineer when the construction of any sanitary sewer in the Service Area is to be commenced and of any major changes to be made in the sanitary sewer system of the Service Area.

5.05 STARK shall furnish to MASSILLON on January first and July first of each year a report setting forth the number of STARK connections in the Service Area per type of user classification as then listed in STARK's records.

ARTICLE 6 - CAPITAL COSTS

6.01 STARK shall, in accordance with Section 6.02 hereof, pay to MASSILLON its allocated share of the capital costs of the construction of the PROJECT as described in Exhibit B, such payment to be made in consideration of the reservation by MASSILLON of sufficient capacity in its wastewater treatment plant, to permit the rendition to STARK by MASSILLON of the service contemplated hereby and in further consideration of the joint use by MASSILLON and STARK of the proposed PROJECT. Any change in construction plans for the proposed PROJECT facilities which will result in an increase in STARK's allocated share of capital costs as set forth in Exhibit B, shall be approved by STARK prior to MASSILLON's undertaking such change in plans.

6.02 The capital cost contribution to be paid by STARK for the PROJECT is currently estimated to be \$15,000,000, being 50% (7.90 MGD of the total plant capacity) of the total estimated project cost of \$30,000,000, heretofore prepared and received by both MASSILLON and STARK for facilities to be constructed as part of the PROJECT. MASSILLON shall apply for a Water Pollution Control Loan Fund (WPCLF), low-interest loan for the PROJECT, acting as the "lead" agent and shall take advantage of practical incentives offered through the WPCLF program that will produce a lower interest rate. The portion of STARK's share of capital costs relating to the proposed construction portion of the PROJECT shall be paid in accordance with the WPCLF debt service schedule as shown in Exhibit C, STARK payments being made semi-annually, on May first and November first of each year, to MASSILLON. MASSILLON shall invoice STARK 90 days in advance of scheduled payment date. Payments shall be deposited in the Wastewater Treatment Fund 2101.62.

In addition, STARK shall reimburse MASSILLON for supplemental engineering costs associated with additional services as agreed to in Supplemental Agreement No. 9, dated July 13, 1999, to the MASSILLON-STARK Sewer Service Agreement which are not included in the project cost noted above in the amount of \$13,500, being 50% of \$27,000 for supplemental engineering costs.

6.03 STARK shall be responsible for obtaining its own funds for its allocated share of the project; and STARK shall be solely responsible for its capital contribution hereunder and for the payment of debt service requirements on any borrowing undertaken by it for the purpose.

6.04 In the event that capacity expansions are necessary for JOINT FACILITIES, including sanitary sewers due to any purpose or need by either party, then each party's share shall be based on the following: Each party's current use of each jointly used sanitary sewer shall be determined by flow metering records, such records obtained from the metering procedures in Article 9.00.

When it is agreed that a sanitary sewer used jointly has reached 90% of its calculated capacity, within twelve months of verification, engineering for the expansions and the agreed cost sharing shall be stipulated in a supplemental agreement. The Engineer for the engineering of the sanitary sewer shall be selected by the majority user of the sanitary sewer being STARK or MASSILLON. The cost sharing shall be calculated in a manner similar to that as provided in Section 7.05 herein.

ARTICLE 7 - ASSIGNED CAPACITY

7.01 The assigned capacity set forth hereto is based upon the best-available current information and future projections, with 7.90 MGD of the MASSILLON WWTP capacity being assigned to STARK.

7.02 In the event that STARK's actual wastewater flow contribution, as determined by the metering procedures established in Article 9.00, exceeds 50%, STARK may have the opportunity to purchase additional capacity of the PROJECT above that set forth in Article 6.02 and Article 7.01, provided the capital cost contribution to be paid by STARK for the PROJECT shall be increased accordingly, and provided that MASSILLON's assigned capacity remains adequate, and that STARK shall pay MASSILLON for its share of the O,M&R expenses the agreed basis of 60% of the total.

7.03 Such renegotiation of capacity may be performed and agreed to by both MASSILLON and STARK prior to the first debt service payment as outlined in Article 6.

7.04 In the event MASSILLON or STARK determine that there is surplus capacity, the party hereto needing capacity beyond that established in Article 7.01 may have the opportunity to purchase it from the other. This same procedure may be repeated as necessary until the capacity of the PROJECT is reassigned.

7.05 The cost of purchasing such capacity shall include the principal amount and the accrued interest on the amount borrowed of the cost of the reassigned capacity as a percentage of the costs of the PROJECT determined in accordance with this AGREEMENT and any other related charges, and shall include a proportionate share of the related debt service, if any, incurred by the "selling party".

7.06 Such reassigned capacity shall be accomplished by executing a supplemental agreement detailing the reassigned capacity, the payment or payments required therefore and the method of making such payment or payments.

7.07 The assigned capacity for jointly utilized sanitary sewers shall be as set forth in STARK's Satellite Sewer Discharge Permit.

7.08 Beginning on January 1, 2000 and continuing through the implementation and warranty period of the PROJECT, STARK shall pay to MASSILLON a surcharge for excessive hydraulic loading to the MASSILLON WWTP exceeding STARK's daily allowable flow capacity of 6.25 million gallons per day. In the event that STARK exceeds this daily allowable capacity for a 30 day period, a surcharge will be assessed. The surcharge will be based on the hydraulic cost assigned to treat a million gallons of wastewater from the previous years' O, M&R expenses.

7.09 Upon completion and acceptance of the PROJECT, the daily assigned capacity to STARK will be 7.90 MGD of the MASSILLON WWTP capacity. In the event that STARK exceeds this daily assigned

capacity for a 30 day period, a surcharge will be assessed. The surcharge will be based on the hydraulic cost assigned to treat a million gallons of wastewater from the previous years' O, M&R expenses.

ARTICLE 8 - OPERATIONS, MAINTENANCE AND REPLACEMENT COSTS

8.01 MASSILLON has established accounts or funds which are known as the "Wastewater Treatment Fund 2101.610" and the "Wastewater Treatment Fund 2101.615" which shall be used solely to pay the expenses for operating, maintaining and replacement (O,M&R) of the JOINT FACILITIES and sanitary sewers in MASSILLON, and into which there shall be deposited by MASSILLON and STARK sufficient monies for the purpose consistently with the provisions hereof.

8.02 STARK shall pay to MASSILLON its share of the O, M&R expenses for the MASSILLON WWTP on the basis of STARK's use thereof. STARK shall pay MASSILLON their share of the O, M&R expenses of the Wastewater Treatment Fund 2101.610 on a basis of the percentage determined in Article 9. O, M&R expenses of the MASSILLON WWTP as used in this Article 8.02 and elsewhere herein means all reasonable and proper expenses of operation and maintenance, including all ordinary replacement costs, all customary and usual expenses of maintenance and repair and all labor expenses required to perform the same.

8.03 STARK shall pay to MASSILLON its share of the O, M&R expenses for the MASSILLON sanitary sewer collection system on the basis of STARK's use thereof beginning January 1, 2000. STARK shall pay to MASSILLON their share of the O, M&R expenses which is set at 10% of the total of the Wastewater Treatment Fund 2101.615.

8.04 STARK shall pay to MASSILLON each year, beginning on January 1, 2002, its share of the O, M&R expenses of the MASSILLON WWTP on the basis of comparative actual usage. STARK's share shall be calculated as a percentage of the total flow received at MASSILLON's wastewater treatment plant.

8.05 All wastewater from the STARK Service Area shall be accounted for by the metering procedures outlined in Article 9, beginning on January 1, 2002.

8.06 Prior to implementation of the metering procedures outlined in Article 9 on January 1, 2002, STARK shall pay to MASSILLON its share of the O, M&R expenses of the MASSILLON WWTP on the agreed basis of 60% of the total O, M&R expenses, being a reasonable representation of the current percentage of the total wastewater flow received at the MASSILLON wastewater treatment plant from STARK beginning January 1, 2000 and continuing through December 31, 2001.

8.07 For the year 2001, MASSILLON shall determine, every month, the actual expenses of MASSILLON's Wastewater Treatment Fund 2101.610 for that month, and apply the agreed basis of 60% of the total O, M&R expenses being assigned to STARK; and shall bill STARK two months later the determined amount, an example being that January's actual expenses will be determined by March with STARK billed in March for January's expenses.

8.08 Each year, beginning in the year 2002, MASSILLON shall determine, every month (1) STARK's percentage of use of the MASSILLON WWTP based on the metering procedures outlined in Article 9, and (2) the actual expenses of MASSILLON's Wastewater Treatment Fund 2101.610 for that month; and shall bill STARK two months later the determined amount, an example being that January's actual percentage of flow and actual expenses will be determined by March with STARK billed in March for January's expenses.

8.09 Each year, beginning in the year 2000, MASSILLON shall determine, every month, the actual expenses of MASSILLON's Wastewater Treatment Fund 2101.615 for that month and apply the established 10% of use by STARK of MASSILLON's sanitary sewer collection system; and shall bill STARK two months later the determined amount.

8.10 Upon such monthly billing, STARK shall make prompt payment thereof to MASSILLON, and such payment shall be deposited in MASSILLON's appropriate Wastewater Treatment Fund provided for in this Article 8 hereof and used for the purposes authorized thereby.

ARTICLE 9 - METERING PROCEDURES

9.01 The metering procedure shall be employed to determine STARK's percentage beginning with the year 2002 for the basis of sharing operation, maintenance and replacement (O, M&R) costs of the MASSILLON WWTP.

9.02 The metering procedure shall measure the respective contributions by volume of wastewater from MASSILLON and STARK by use of the following procedures:

- A. Meters installed at the wastewater treatment plant shall accurately record the total volume of wastewater reaching the plant from STARK and MASSILLON.
- B. STARK agrees to install eight permanent meters on its sewers as they connect to MASSILLON sewers as shown in Exhibit D.
- C. MASSILLON will meter on an intermittent basis ten meter sites on STARK sewers as they connect to MASSILLON sewers as shown in Exhibit D. Metering at these sites shall be for the purpose of estimating total wastewater volumes, including three 30-day metering periods; the first being from the 15th of March through the 15th of April, the second being from the 15th of July to the 15th of August, and the third being from the 15th of September to the 15th of October each year.
- D. For all other STARK sewer connections, not permanently or intermittently metered, an allocation of wastewater equal to 1.0% of the total volume of wastewater metered at the wastewater treatment plant shall be assumed and assigned as STARK wastewater flow.
- E. The total volume of wastewater metered or estimated as described in Articles 9.02.B., 9.02.C. and 9.02.D shall be the portion contributed by STARK. Both parties upon request shall share the metering data.

9.03 Metered wastewater from the STARK Service Area shall be measured by an approved meter or meters acceptable by both MASSILLON and STARK. The meter(s), telemetry system, auxiliary equipment and manhole shall be acquired and installed by STARK at STARK's expense in accordance with STARK's Project 520. Future metering facilities will be in accordance with standards acceptable to both MASSILLON and STARK.

STARK shall operate and maintain the meters and systems measuring wastewater from the STARK Service Area. The meters shall be read, maintained and kept in good working order by STARK. All meters shall be calibrated quarterly by a qualified service person certified by the meter manufacturer at the sole expense of STARK.

The meters shall be physically removed and calibrated for level semi-annually by a qualified service person certified by the meter manufacturer at the sole expense of STARK. All calibration data and results shall be provided to MASSILLON.

Servicing of the telemetry system will be performed annually and as may be required from time-to-time and will be authorized by STARK and be performed by a qualified service person certified by the equipment manufacturer at the sole expense of STARK.

9.04 MASSILLON shall own, operate and maintain the wastewater treatment plant influent meter. The meter shall be read, maintained and kept in good working order by MASSILLON. The meter shall be calibrated quarterly by a qualified service person certified by the meter manufacturer.

9.05 In the event of failure of the meters or receipt of questionable data, the flow for such period when the wastewater is not metered shall be determined by computing the average flow for a period of time immediately preceding the failure of the meter and an equal period of time immediately after the meter is restored to service. The period of time shall be equivalent to the length of time the meter was out of service.

If a flow meter system is not restored by STARK to proper working order within 30 consecutive calendar days, the determined wastewater flow from that metering site shall be equal to the greatest monthly average wastewater flow from the previous year's metering data.

9.06 MASSILLON shall have the right with proper notification to inspect any of the metering sites and to be present for any testing, calibrations or repairs, and STARK shall have the right to meter the wastewater flow at the MASSILLON wastewater treatment plant on a temporary basis.

9.07 STARK shall have the right, with proper notification, to meter wastewater at the MASSILLON wastewater treatment plant through the year 2002 on an intermittent basis to confirm existing wastewater flow data identifying the flow contribution by STARK; with the agreed understanding that if such metering data indicates a significant discrepancy from the current metering data, that STARK may have the opportunity to purchase additional plant capacity as provided for in Article 7.02. The discrepancy must be at least 1% higher or lower than the meter manufacturer's published meter accuracy.

ARTICLE 10 - ACCOUNTING

10.01 MASSILLON shall provide to STARK on an annual basis, by March first of each year, beginning with the year following the commencement of use of the joint-use facilities, an accounting of the actual expenditures from the joint-use O, M&R accounts for the preceding year.

10.02 The accountings required by Articles 9.00 and 8.01 hereof, shall be in such format as the parties may agree upon, but in any event, shall not be more detailed than other accounting reports prepared by MASSILLON in the ordinary course of its activities.

10.03 STARK may, at its sole expense, perform an audit of the O, M&R expenses of the JOINT FACILITIES for any calendar year or portion thereof, in which event MASSILLON shall make all requested records available to STARK and shall cooperate fully in such audit.

ARTICLE 11 - RATES AND CHARGES

11.01 MASSILLON and STARK shall each be responsible for the payment of its respective administrative costs of collecting its own service fees and user charges, and each shall have the power to establish and adjust service fees and user charges for its respective customers without review by, or approval of, the other.

11.02 STARK covenants that, so long as this AGREEMENT shall remain in effect, it will establish rates and charges sufficient in an aggregate amount to satisfy its obligations hereunder.

ARTICLE 12 - ANNEXATION

12.01 MASSILLON recognizes that STARK plans its overall construction and financing programs for sewerage facilities for the entire DISTRICT on the basis of population growth, density, zoning, reasonable anticipation of user needs, and the continuity of payment of service charges by users of such facilities; that annexation to MASSILLON of territory in the DISTRICT can accordingly have a disruptive effect on STARK's long-range construction and financing plans; and that therefore conveyance of STARK's sewerage service areas and facilities to MASSILLON are not automatic upon its annexation of territory in the DISTRICT, but rather requires the adoption in each case by Stark's Board of County commissioners of a specific resolution conveying to MASSILLON the STARK service areas and facilities located within any territory so annexed. When an annexation occurs that includes a conveyance of facilities, MASSILLON shall notify STARK prior to the official date of inclusion of the territory to MASSILLON, and

shall provide the official date as part of the notification. STARK shall provide the conveyance documents to MASSILLON within three months of the date of official annexation.

12.02 So that STARK can recover lost income for facilities conveyed to MASSILLON, the formulas contained in Exhibit F shall be used. All adjustments will be made within 30 days of receipt by MASSILLON of conveyance documents.

12.03 The amount owed to STARK as determined in accordance with Exhibit F shall be payable as follows: Fifty percent (50%) of the amount shall be due within 60 days of receipt of conveyance documents by MASSILLON. The balance, together with a one-time fee of 15% of the balance, shall be paid in three equal annual payments commencing twelve months after the initial 50% payment has been made.

12.04 Provisions included in this section only apply to facilities that have no debt assigned to them. For those with a debt assignment, in addition to the provisions included herein, a provision for payment of the debt must also be included for conveyance to occur. This situation shall require a supplemental agreement.

ARTICLE 13 – RECONCILIATION

13.01 STARK, as a good faith gesture, agrees to pay MASSILLON the sum of \$240,000.00 for its reasonable share of O, M&R expenses of the sanitary sewer collection system for years 1993 through year 1999, inclusive. Said sum of monies will be paid at a rate of \$20,000.00 per month for the (12) twelve month period immediately following the execution of this agreement. Said sum being discounted by Massillon from the actual O, M&R expenses of Wastewater Treatment Fund 2101.615 for those years at a rate of 10% usage without interest. MASSILLON agrees that in consideration of the \$240,000.00 payment, MASSILLON shall have no other past O, M&R expense claims on STARK.

ARTICLE 14 - ARBITRATION

14.01 Any controversy or difference with arises between STARK and MASSILLON with respect to the interpretation and effect of this AGREEMENT shall be submitted to an Arbitration Panel which consists of three members: one appointed by STARK, one appointed by MASSILLON, and a third member who shall be selected by the first two members and who shall be chairperson. The appointee by STARK shall not be an employee of or a resident of Stark County. The appointee by MASSILLON shall not be an employee or a resident of MASSILLON.

14.02 The findings, conclusion and recommendations of this Arbitration Panel shall be conditionally binding upon the parties and said findings, conclusions and recommendations must be made within ninety (90) days of the appointment of the chairperson. Either party may appeal the Arbitration Panel's findings, conclusions and recommendations to the court having jurisdiction for a final and binding determination provided the recommendations made by the Arbitration Panel are followed until the appropriate court makes a determination. The Arbitration Panel shall have jurisdiction only upon the specific item(s) in dispute and shall not have the power to add to, subtract from or modify any of the terms of this AGREEMENT. The expense of the services of members of the Arbitration Panel and their proceedings, if any, shall be paid for by the party or parties in the amount specified by the Panel.

ARTICLE 15 - EFFECTIVE DATE, TERM AND APPROVAL

15.01 This AGREEMENT shall take effect on the date first stated herein and shall, because of the interconnected character of the MASSILLON-STARK regional sewer system, remain in effect until rescinded by action of both MASSILLON and STARK, but subject to amendments or supplements when required by the provisions hereof or when found to be necessary because of changes in laws or regulations or otherwise, but in no event earlier than the date on which the last bond, note, cooperative agreement, or other financial obligation has been paid, satisfied or otherwise provided for.

ARTICLE 16 - RENEGOTIATION

16.01 In addition to the negotiations provided for elsewhere herein, either MASSILLON or STARK shall have the right to request the renegotiation of any of the terms of this AGREEMENT upon the delivery of thirty days' written notice to the other.

ARTICLE 17 - PREVIOUS AGREEMENTS

17.01 The Basic Agreement shall be superseded on the date of this AGREEMENT; provided, however, that the taking effect of this AGREEMENT shall be without prejudice to, and shall not alter, impair or otherwise affect, any actions heretofore taken pursuant to, or any rights, obligations and duties accruing under, the Basic Agreement prior to the date hereof.

ARTICLE 18 - NOTICES

18.01 The written notices to be given by the parties to each other in accordance with the provisions hereof shall be deemed so to have been given if delivered, in the case of MASSILLON, to both its Mayor and the City Engineer, and, in the case of STARK, to its Administrator or its Sanitary Engineer; but either party may change such designation by deliver of such a written notice to the other.

ARTICLE 19 - SUCCESSION AND ASSIGNMENT

19.01 Any officer, official, board, committee or other entity which hereafter, by operation of law, succeeds to the powers and duties of those designated herein, shall be deemed to be included in the applicable designations.

19.02 Either party may assign all or a portion of its rights under this AGREEMENT, provided that any such assignment shall be subject to the consent of the other party.

ARTICLE 20 - EXHIBITS

20.01 This AGREEMENT includes the exhibits hereto, all of which are as fully a part of this AGREEMENT as if herein set forth in writing, or not attached, as if attached.

ARTICLE 21 - PARTIAL INVALIDATION

21.01 A determination that any part of this AGREEMENT is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part declared invalid.

APPROVED AS TO FORM:

CITY OF MASSILLON

Law Director
City of Massillon

Director of Public Service and Safety

APPROVED AS TO FORM:

BOARD OF COUNTY COMMISSIONERS OF
STARK COUNTY

Prosecuting Attorney of Stark County

Commissioner

Commissioner

Commissioner

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

*1st Reading
2nd Reading 3/19*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

4/6/01 Table to 4/16

ORDINANCE NO. 46 - 2001

passed 4/10/01

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code rezoning a certain tract of land from Perry Township to Massillon Zoning, and declaring an emergency.

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

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 from Perry Township to Massillon Zoning classification, as approved by the Planning Commission of the City of Massillon, Ohio, on February 14th, 2001, and that notice and public hearing has been given according to law.

Section 2:

The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code, be and is hereby amended to show the following described area as I-2 General Industrial:

Being known as Out Lots 875 - 880, an 81.43 acre area, located south of U.S. 30 on the west side of the Tuscarwas River, and recently annexed to the City from Perry Township. This rezoning is being requested by the owners of the property.

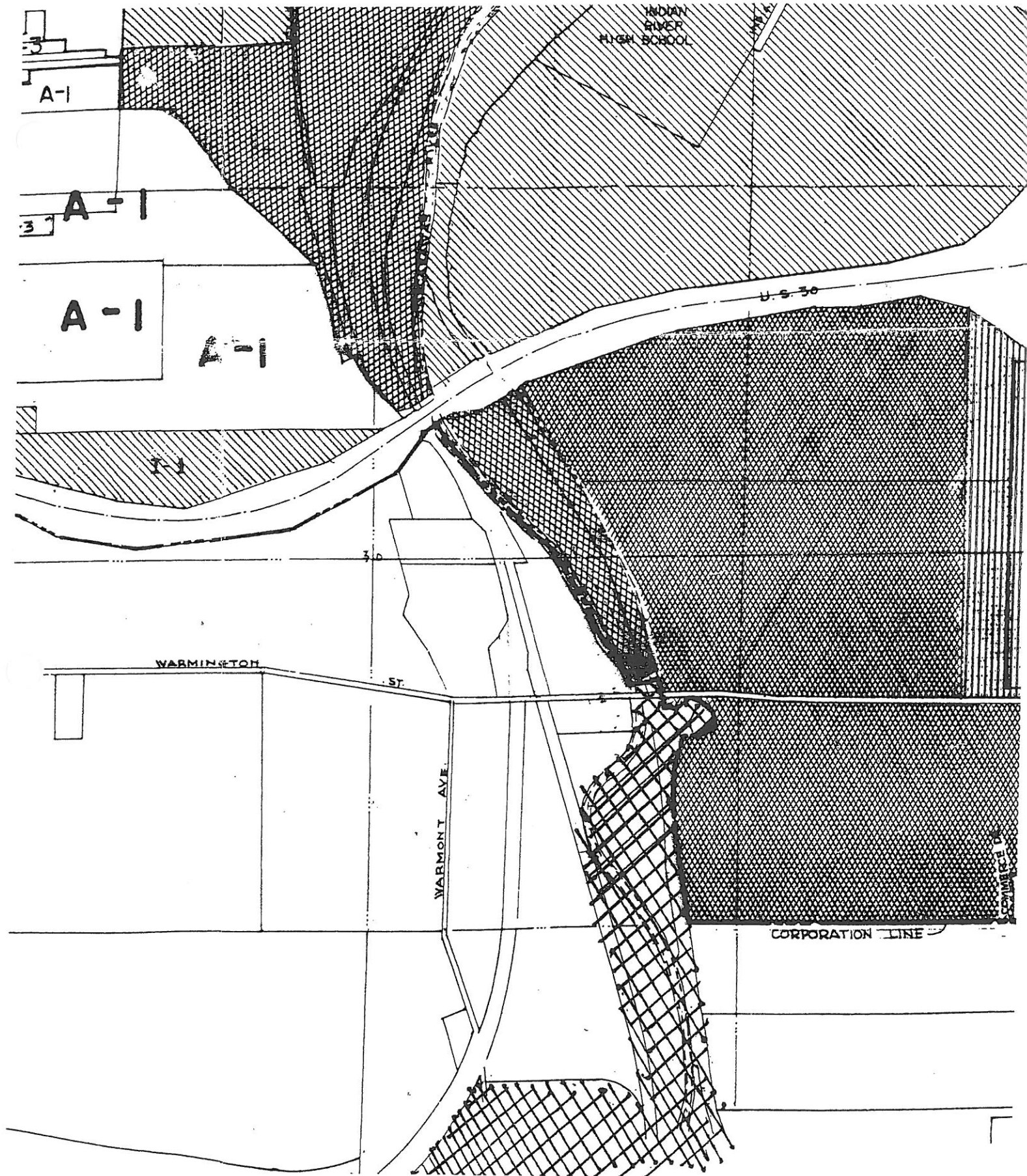
Section 3:

That this Ordinance is declared to be an emergency measure in that the use herein provided for is essential to the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that the property was annexed into the City of Massillon and it is now necessary to give the property the City zoning classification. 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 THIS _____ DAY OF _____, 2001

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

APPROVED _____
FRANCIS H. CICCHINELLI, JR., MAYOR



ZONING

Rezoning Request - West Warmington
Area Annexation
From Perry Township Zoning to I-2
General Industrial

ITY OF M

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

*1st reading
2nd reading 3/19*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

4/10/01 - Table to 4/16

ORDINANCE NO. 47 - 2001

passed 4/10/01

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code rezoning a certain tract of land from Perry Township to Massillon Zoning, and declaring an emergency.

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

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 from Perry Township to Massillon Zoning classification, as approved by the Planning Commission of the City of Massillon, Ohio, on February 14th, 2001, and that notice and public hearing has been given according to law.

Section 2:

The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code, be and is hereby amended to show the following described area as R-2 Single Family Residential:

Being known as Out Lot 874, a 4.92 acre area, located at 849 Earl Rod N.W. , and recently annexed to the City from Perry Township. This rezoning is being requested by the owners of said property.

Section 3:

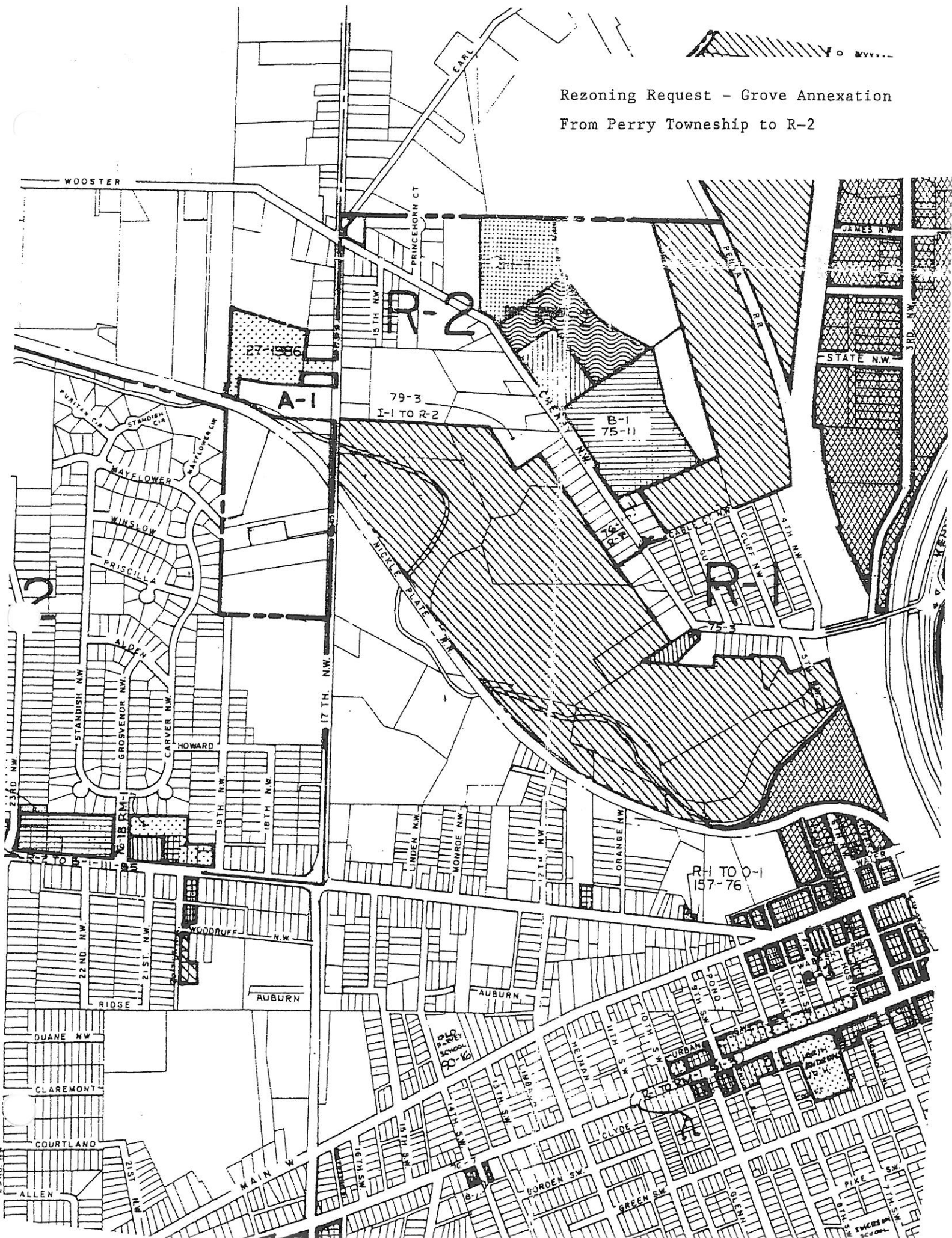
That this Ordinance is declared to be an emergency measure in that the use herein provided for is essential to the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that the property was annexed into the City of Massillon and it is now necessary to give the property the City zoning classification. 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 THIS _____ DAY OF _____, 2001

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

APPROVED _____
FRANCIS H. CICCHINELLI, JR., MAYOR

Rezoning Request - Grove Annexation
From Perry Township to R-2



DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

*1st Reading
2nd Reading 3/19*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

4/6 - Table to 4/16

ORDINANCE NO. 48 - 2001

passed 4/16/01

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code rezoning a certain tract of land from Perry Township to Massillon Zoning, and declaring an emergency.

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

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 from Perry Township to Massillon Zoning classification, as approved by the Planning Commission of the City of Massillon, Ohio, on February 14th, 2001, and that notice and public hearing has been given according to law.

Section 2:

The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code, be and is hereby amended to show the following described area as I-1 Light Industrial:

Being known as Out Lot 873, a 6.984 acre area, located on the west side of Sterilite Street S.E., south of Navarre Road, and recently annexed to the City from Perry Township. This rezoning is being requested by Sterilite Corporation of Ohio as part of their plant site.

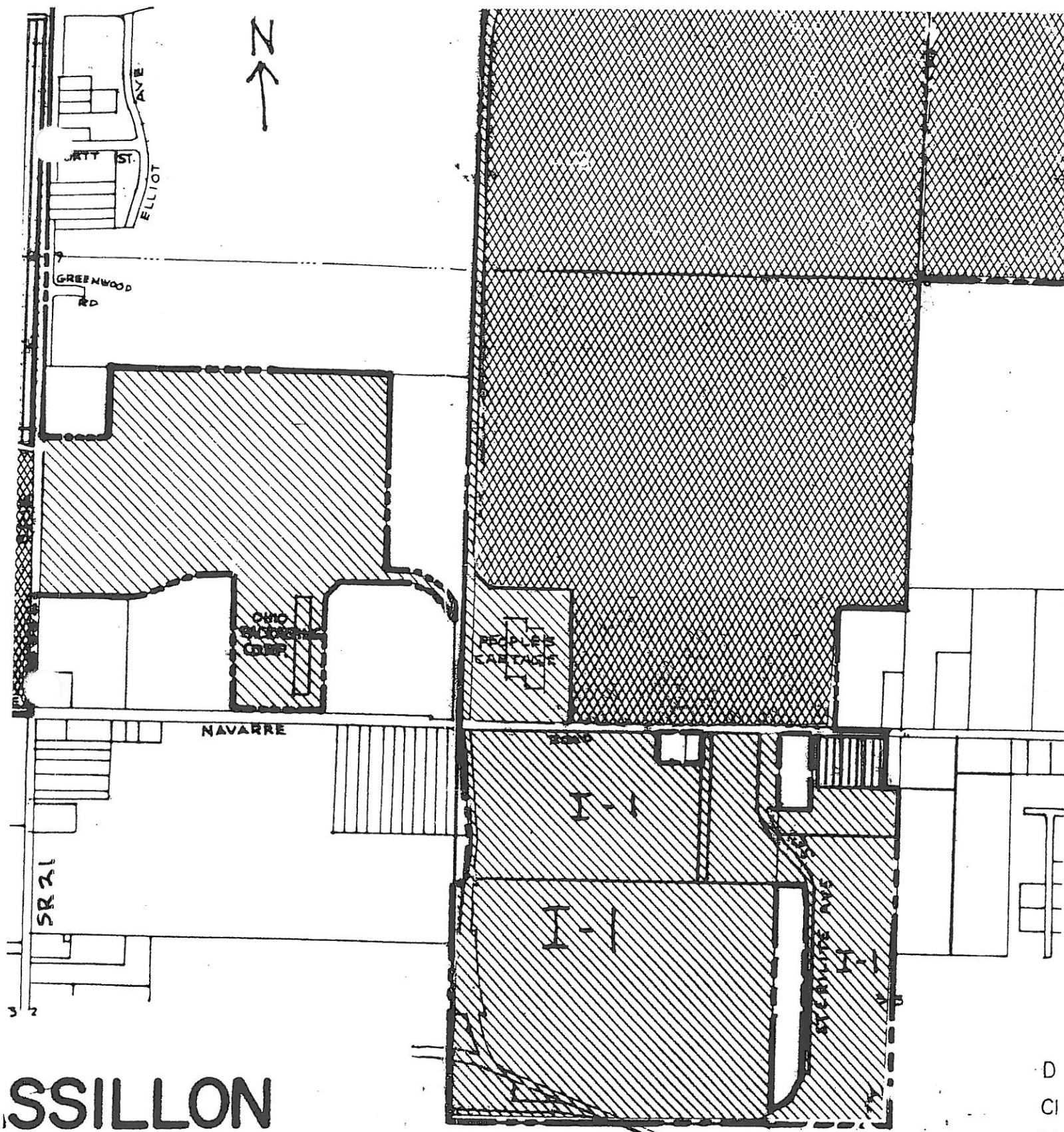
Section 3:

That this Ordinance is declared to be an emergency measure in that the use herein provided for is essential to the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that the property was annexed into the City of Massillon and it is now necessary to give the property the City zoning classification. 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 THIS _____ DAY OF _____, 2001

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

APPROVED _____
FRANCIS H. CICCHINELLI, JR., MAYOR



Rezoning Request - Sterilite Annexation
 From Perry Township Zoning to I-1 light inudtrial

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Sharon Howell
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 49 - 2001

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, Vehicle License Plate Tax Fund, Law Enforcement Trust Fund, General Fund, Massillon Mural Fund and the Economic Development Fund, for the year ending December 31, 2001, and declaring an emergency.

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

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund for the year ending December 31, 2001, the following:

\$ 20,000.00 to an account entitled "Storm Sewers" 1401.435.2511
\$ 10,000.00 to an account entitled "Computer Update" 1401.115.2510
\$ 8,000.00 to an account entitled "Engineering Department Computer Upgrade" 1401.405.2530
\$ 6,454.00 to an account entitled "ATV-Police" 1401.305.2530

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Vehicle License Plate Tax fund the year ending December 31, 2001, the following:

\$ 15,000.00 to an account entitled "Bridge Repairs" 1401.435.2513

Section 3:

*Delete
Sec 3*

There be and hereby is appropriated from the unappropriated balance of the Law Enforcement Trust Fund for the year ending December 31, 2001, the following:

\$ 12,500.00 to an account entitled "Supplies/Materials" 1215.305.2410

Section 4:

There be and hereby is appropriated from the unappropriated balance of the General Fund for the year ending December 31, 2001, the following:

\$ 939.75 to an account entitled "Supplies/Materials/Postage" 1100.325.2410

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Massillon Mural Fund for the year ending December 31, 2001, the following:

\$10,100.00 to an account entitled "Mural Project-Phase IV" 3112.905.2510

Section 6:

There be and hereby is appropriated from the unappropriated balance of the Economic Development Fund for the year ending December 31, 2001, the following:

\$ 7,500.00 to an account entitled "Services/Contacts" 1237.845.2392

Section 7:

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 _____ 2001

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

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

*not reading
2nd reading, 3/19*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

4/2/01 - Table to 4/16

ORDINANCE NO. 50 - 2001

passed 4/16/01

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund of the City of Massillon, Ohio, for the year ending December 31, 2001, and declaring an emergency.

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

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund of the City of Massillon, Ohio, for the year ending December 31, 2001, the following:

\$400,000.00 to an account entitled "2001 Street Resurfacing Program" 1401.435.2510

Section 2:

This Ordinance is hereby declared to be an emergency measure, for the reason that said appropriation is needed for the resurfacing of streets in 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 _____ 2001

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

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

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS


LEGISLATIVE DEPARTMENT

RESOLUTION NO. 5 - 2001

BY: FINANCE COMMITTEE

TITLE: A RESOLUTION estimating the aggregate maximum amount of public funds for the City of Massillon, Ohio, to be awarded and be on deposit as of August 1, 2001 to and including July 31, 2006, inviting bids from banking institutions qualified to serve as depositories of municipal funds under the Uniform Depository Act of the State of Ohio, fixing the date for the designation of such depositories, and declaring an emergency.

WHEREAS, the present depository agreement between the local banks and the City of Massillon, Ohio, for the deposit of municipal funds expires on July 31, 2001; and

WHEREAS, it is necessary for the City to enter into a new agreement pursuant to the provisions of the Uniform Depository Act of the State of Ohio;

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

Section 1:

The Treasurer of the City of Massillon, Ohio, be and is hereby authorized to invite banking institutions in the City of Massillon, Ohio, duly qualified to serve as depositories of municipal funds under the provisions of the Uniform Depository Act of the State of Ohio, to serve as depositories of the municipal funds of said City for a five (5) year period from and including August 1, 2001 to and including July 31, 2006.

Section 2:

That the meeting for the designation of the depositories will be held at 3:00 P.M. on Friday, June 8, 2001, in the Council Chambers of City Hall.

Section 3:

That the Clerk of this Council shall cause a copy of this Resolution together with a notice of the date on which the meeting for the designation of such depository will be held to be published once a week for two (2) consecutive weeks in two (2) newspapers of general circulation in Stark County, Ohio.

Section 4:

That all applications shall be presented to the Treasurer of the City of Massillon, Ohio, not later than 12:00 Noon Friday, May 25, 2001 and said applications shall contain any and all information so requested by said Treasurer.

Section 5:

That this Resolution is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the further reason that it is necessary to give this Resolution immediate effect in order that the various city officers can provide the steps necessary for the timely execution of depository contracts within the time limitation imposed by state law. Wherefore, this Resolution shall be in full force and effect immediately from and after passage and upon approval by the Mayor.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2001

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

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

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

1st Reading
3/19/01 - Tabled indefinitely
LEGISLATIVE DEPARTMENT

COUNCIL CHAMBERS

RESOLUTION NO. 6 - 2001

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: A RESOLUTION supporting the efforts of the proposal of Wooten Homes, L.P. to provide affordable housing for the citizens of Massillon through the use of housing tax credits from the Ohio Housing Finance Agency.

WHEREAS, each year the Ohio Housing Finance Agency allocates housing credits for affordable housing developments throughout Ohio using a competitive proposal process; and

WHEREAS, Wooten Homes, L.P. is proposing to develop a twenty-two (22) unit retirement/rest facility for the elderly (individuals 55 years old and above); and

WHEREAS, One Hundred Percent (100%) of these units will serve the special needs population of the elderly; and

WHEREAS, Twenty Percent (20%) of these units will be rented at market rate; and

WHEREAS, Forty Percent (40%) of the units will be rented to those elderly at or below Fifty Percent (50%) of Area Median Gross Income; and

WHEREAS, this Council of the City of Massillon supports the proposal of Wooten Homes, L.P. to develop this affordable housing for the benefit of the citizens of Massillon;

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

Section 1:

The Council of the City of Massillon supports the proposal of Wooten Homes, L.P. to provide affordable housing for the citizens of Massillon through the use of housing tax credits from the Ohio Housing Finance Agency.

Section 2:

The Clerk of Council is hereby requested to transmit a copy of this resolution to the Executive Director of NHS of Massillon, Ohio.

Section 3:

That this Resolution is hereby declared to be an emergency measure and provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its adoption 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 _____ 2001

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

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

DATE: March 5, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 7 - 2001

BY: SEWER AND WASTE COMMITTEE

TITLE: A RESOLUTION authorizing the Director of Public Safety and Service of the City of Massillon, to send a letter of support to the Stark County Metropolitan Sewer District approving its request for a 201 Mini Update for the Massillon, Franklin-Green and Canal Fulton Facilities Planning Areas, and declaring an emergency,.

WHEREAS, the City of Massillon presently supports the Stark County Metropolitan Sewer District; and

WHEREAS, the City of Massillon finds it necessary for the 201 Update for the Massillon, Franklin-Green and Canal Fulton Facilities Planning Area;

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

Section 1:

This Council hereby authorizes the Director of Safety and Service to send a letter of support to the Stark County Metropolitan Sewer District approving their request for a 201 Mini Update for the Massillon, Franklin-Green and Canal Fulton Facilities Planning Areas.

Section 2:

That this resolution shall be immediately effective.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2001

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

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