

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

AGENDA

DATE: TUESDAY, FEBRUARY 19, 2008
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M. -

THERE ARE NO PUBLIC HEARINGS TONIGHT

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

ORDINANCE NO. 27 - 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 8-1 (NO SCALE)
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Case Farms, LLC., to provide an economic development "inducement grant" to assist the company in relocating and expanding its operations in Massillon, and declaring an emergency.

ORDINANCE NO. 28 - 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 8-1 (NO SCALE)
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Case Farms, LLC., providing for the adoption of a project which will establish a new facility, will result in the relocation and the creation of 27 new jobs over an eighteen month period within the City of Massillon Enterprise Zone, and declaring an emergency.

ORDINANCE NO. 29 - 2008

BY: ENVIRONMENTAL COMMITTEE

1ST READING
AN ORDINANCE amending CHAPTER 925 "SEWERS GENERALLY" of the Codified Ordinances of the City of Massillon, Ohio, by amending existing Section 925.12 SEWER CONNECTION PERMIT REQUIRED; FEE and adding Subsection 925.12(d) to said section.

ORDINANCE NO. 30 - 2008

BY: ENVIRONMENTAL COMMITTEE

1ST READING
AN ORDINANCE amending CHAPTER 937 "WASTEWATER TREATMENT REVENUE FUND" of the Codified Ordinances of the City of Massillon, Ohio, by repealing existing Sections 937.05 PAYMENT DATES; PENALTY CHARGE, 937.08 ADMINISTRATION AND DISTRIBUTION OF FUNDS, 937.09 ANNUAL RATES FOR SEWER SERVICE and 937.10 ADDITIONAL SURCHARGE FOR INDUSTRIAL WASTES and enacting new Sections 937.05 PAYMENT DATES; PENALTY CHARGE, 937.08 ADMINISTRATION AND DISTRIBUTION OF FUNDS 937.09 ANNUAL RATES FOR SEWER SERVICE and 937.10 ADDITIONAL SURCHARGE FOR INDUSTRIAL WASTES of CHAPTER 937.

ORDINANCE NO. 31 - 2008BY: ENVIRONMENTAL COMMITTEE

PASS 9-0
 AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Composting Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

ORDINANCE NO. 32 - 2008BY: ENVIRONMENTAL COMMITTEE

PASS 9-0
 AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

ORDINANCE NO. 33 - 2008BY: FINANCE COMMITTEE

PASS 9-0
 AN ORDINANCE making certain appropriations from the unappropriated balance of the Parks & Rec. Capital Improvement Fund, Golf Fund, Economic Development Fund and the Muni Motor Vehicle License Plate Fund, for the year ending December 31, 2008, and declaring an emergency.

ORDINANCE NO. 34 - 2008BY: FINANCE COMMITTEE

1ST READING
 AN ORDINANCE establishing a fund entitled "Collection System Improvement Fund", and creating line items within said fund, and declaring an emergency.

RESOLUTION NO. 5 - 2008BY: COMMITTEE OF THE WHOLE

PASS 9-0
 A RESOLUTION confirming the Council President's appointment of the Mayor of the City of Massillon, Ohio, as the representative of the City on the Committee being formed to explore potential economic development of the "County Farm" area.

7. UNFINISHED BUSINESS
8. PETITIONS AND GENERAL COMMUNICATIONS
9. BILLS, ACCOUNTS AND CLAIMS *APP 9-0*
10. REPORTS FROM CITY OFFICIALS

- A). POLICE CHIEF SUBMITS MONTHLY REPORT FOR JANUARY 2008
- B). TREASURER SUBMITS MONTHLY REPORT FOR JANUARY 2008
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR JANUARY 2008
- D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR JANUARY 2008
- E). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR JANUARY 2008
- F). MAYOR SUBMITS MONTHLY REPORT FOR JANUARY 2008

① SAFETY INPUT

11. REPORTS OF COMMITTEES
12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS
13. CALL OF THE CALENDAR

② *THURSDAY 7:00 SUMMIT ELEMENTARY - REZONE FOR*

RITE-AID @

24th ST.

DATE FEBRUARY 19, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 27 - 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Case Farms, LLC., to provide an economic development "inducement grant" to assist the company in relocating and expanding its operations in Massillon, and declaring an emergency.

WHEREAS, the City of Massillon, Ohio, carries out a variety of economic development programs designed to promote the creation and expansion of business and industry in the community; and

WHEREAS, Case Farms, LLC., desires to relocate and expand its headquarters located on an 18 acre site on Millennium Blvd in NeoCom Industrial Park; and

WHEREAS, the City of Massillon, Ohio, has proposed to assist Case Farms, LLC., in this relocation and expansion of its operations by providing an economic development "inducement grant", the purpose of which is to help offset the company's costs in relocating its operations to Massillon.

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

Section 1:

This Council hereby authorizes the Mayor to enter into an agreement with Case Farms, LLC., providing an economic development "inducement grant", in a total amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for the purpose of assisting the company in relocating and expanding its operations in Massillon.

Section 2:

In return for this economic development grant assistance, Case Farms, LLC., shall provide the City with information regarding the number of jobs that it has provided as a result of the company's relocation and expansion in Massillon.

Section 3:

This Ordinance is hereby 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 improve the economic climate of the community through the expansion of business and employment opportunities. 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 _____, 2008

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

ATTEST: _____
FRANCIS H. CICCHINELLI, JR. MAYOR

AGREEMENT

This Agreement made and entered into this _____ day of _____ 2008 by and between the **City of Massillon, Ohio**, a municipal corporation, with its main offices located at 151 Lincoln Way East, Massillon, Ohio 44646 (hereinafter referred to as the "City"), and **Case Farms, LLC**, a Limited Liability Corporation with its main offices located at 1818 County Road 160, Winesburg, Ohio 44690 (hereinafter referred to as the "Company").

WITNESSETH:

Whereas, the City carries out a variety of economic development programs designed to promote the creation and expansion of business and industry in the community; and

Whereas, the Company, which is engaged in the production, processing, marketing and distribution of fresh and frozen poultry products, is desirous of expanding its operations through the construction of a new feed mill manufacturing facility (hereinafter referred to as the "Project") on an 18 acre parcel on Millennium Boulevard SE (hereinafter referred to as the "Project Site"), provided that the appropriate development incentives are available to support the economic viability of said Project; and

Whereas, the Company, as a result of this project, plans to create approximately 25 new jobs at the Project Site; and

Whereas, the City of Massillon proposes to assist the Company in this relocation by providing an economic development "inducement grant", the purpose of which is to help offset the Company's costs in undertaking the Project.

Now, therefore, in consideration of the mutual covenants herein contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

Section 1: Project Description

The Company shall construct a new feed mill manufacturing facility on an approximate 18 acre parcel, located on the west side of Millennium Boulevard SE, in NeoCom Industrial Park, in the City of Massillon, Stark County, Ohio. As a result of this project, the Company shall provide a minimum of 25 jobs at the Project Site.

Section 2: Economic Development Grant

In order to assist the Company in this relocation and expansion, the City shall make an economic development inducement grant to the Company in a total amount not to exceed Fifteen Thousand Dollars (\$15,000.00). The Company shall use these funds to help offset its costs related to the expansion of its operations at the Project Site.

This inducement grant shall be provided in the form of a deferred payment loan, at 0% interest, for a ten year term. At the end of the ten year period, the balance on said deferred payment loan shall be \$0.00, and no payment shall be required, provided that Company is still in operation at the Project Site.

The entire amount of the inducement grant shall become immediately due and payable either upon the bankruptcy, reorganization, syndication, dissolution or liquidation of Company. In addition, if during the term of the deferred payment loan, the Company relocates its business

operations outside the corporate limits of the City of Massillon, Ohio, the entire amount of the inducement grant shall become immediately due and payable.

Section 3: Assurance of Project Jobs

In return for this economic development grant assistance, the Company shall furnish the City with information regarding its total project investment and the number of jobs that it has provided at the Project Site as a result of the project.

Section 4: Disbursement of Funds

The City shall provide this inducement grant to the Company, or its designee, upon the completion of the Project and the establishment of its business operations at the Project Site. Economic development grant funds shall be disbursed by the City on the basis of vouchers submitted by the Company, including any supporting documentation as needed to verify project costs.

Section 5: Miscellaneous

This Agreement shall be governed by and constructed in accordance with the laws of the State of Ohio.

In Witness Whereof, the City and Company have caused this Agreement to be duly executed, as of the date first above written.

WITNESSED BY:

THE CITY OF MASSILLON, OHIO

Francis H. Cicchinelli, Jr., Mayor

WITNESSED BY:

CASE FARMS, LLC.

Charles P. McDaniel, VP & General
Manager

Approved as to form and legal sufficiency:

Pericles G. Stergios, Director of Law
City of Massillon, Ohio

DATE: FEBRUAR 19, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 28 – 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Case Farms, LLC., providing for the adoption of a project which will establish a new facility, will result in the relocation and the creation of 27 new jobs over an eighteen month period within the City of Massillon Enterprise Zone, and declaring an emergency.

WHEREAS, the City of Massillon has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, Case Farms, LLC., plan to relocate to the City of Massillon. The new state-of-the-art poultry feed manufacturing facility will be located on an 18 acre site on Millennium Blvd in NeoCom Industiral Park, within the Massillon Enterprise Zone, at a total investment of \$14 million (hereinafter the "Project"), provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Council of the City of Massillon, Ohio, (hereinafter "Council") by Ordinance No. 163 – 1994, adopted on July 18, 1994, and as amended by Ordinance No. 57 – 1998, adopted on March 2, 1998, and as amended by Ordinance No. 43 – 1999, adopted on March 1, 1999, has designated an area of the City as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective September 12, 1994, and as amended on March 13, 1998, and on March 9, 1999, the Director of Development of the State of Ohio has determined that the aforementioned area designated in said Ordinance No. 163 – 1994, Ordinance No. 57 – 1998, and Ordinance No. 43 – 1999 contains the characteristics set forth in 5709.61(A)(1) (a) and (e) of the Ohio Revised Code, and has certified said area as an Enterprise Zone under Chapter 5709; and

WHEREAS, the City of Massillon, having the appropriate authority for the stated type of project is desirous of providing Case Farms, LLC., with the incentives available for development of the Project in said Enterprise Zone, under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, Case Farms, LLC., has submitted a proposed agreement application, herein attached as Exhibit "A", to the City of Massillon, Ohio, requesting that the incentives available for development within the Enterprise Zone be approved for the Project; and

WHEREAS, the Mayor of the City of Massillon, Ohio, has investigated the application submitted by Case Farms, LLC., and has recommended approval of the same to the Council on the basis that the company is qualified by financial responsibility and business experience to create employment opportunities in said Enterprise Zone and to improve the economic climate of the City of Massillon; and

WHEREAS, the project site is located in the Perry Local School District and the Board of Education of said district and any applicable Joint Vocational School District have been notified in accordance with Section 5709.83 and have been given a copy of the application.

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 does hereby authorize and direct the Mayor to enter into an agreement, attached hereto as Exhibit "A" and incorporated herein by reference, with Case Farms, LLC., providing for the adoption of a project which will relocate their facility and preserve employment opportunities within the City of Massillon Enterprise Zone.

Section 2:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the City of Massillon, Ohio and for the further reason that approval of said agreement is necessary so as to maximize the investment that will be made by Case Farms, LLC., within the City of Massillon, Ohio. Provided it receives the affirmative vote of two-thirds of the elected members to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2008

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

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

OHIO ENTERPRISE ZONE AGREEMENT

This Agreement made and entered into by and between the **City of Massillon, Ohio**, a municipal corporation, with its main offices located at 151 Lincoln Way East, Massillon, Ohio 44646 (hereinafter referred to as "City of Massillon"), and **Case Farms, LLC**, a Limited Liability Corporation with its main offices currently located at 1818 County Road 160, Winesburg, Ohio 44690 (hereinafter referred as the "Enterprise").

WITNESSETH:

Whereas, the City of Massillon has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

Whereas, the Enterprise, which is engaged in the production, processing, marketing and distribution of fresh and frozen poultry products, is desirous of expanding its operations through the construction of a new feed mill manufacturing facility on Millennium Boulevard SE (hereinafter referred to as the "Project"), provided that the appropriate development incentives are available to support the economic viability of said Project; and

Whereas, the Council of the City of Massillon, Ohio (hereinafter "Council") by Ordinance No. 163-1994, adopted on July 18, 1994, and as amended by Ordinance No. 57-1998, adopted on March 2, 1998, and as amended by Ordinance No. 43-1999, adopted on March 1, 1999, has designated an area of the City as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

Whereas, effective September 12, 1994, and as amended on March 13, 1998 and on March 9, 1999, the Director of Development of the State of Ohio has determined that the aforementioned area designated in said Ordinance No. 163-1994, Ordinance No. 57-1998, and Ordinance No. 43-1999 contains the characteristics set forth in 5709.61 (A) (1) (a) and (e) of the Ohio Revised Code, and has certified said area as an Enterprise Zone under Chapter 5709; and

Whereas, the City of Massillon, having the appropriate authority for the stated type of project, is desirous of providing the Enterprise with the incentives available for development of the Project in the said Enterprise Zone, under Chapter 5709 of the Ohio Revised Code; and

Whereas, the Enterprise has submitted a proposed agreement application, herein attached as Exhibit A, (hereinafter referred to as the "Application") to the City of Massillon, Ohio, requesting that the incentives available for development within the Enterprise Zone be approved for the Project; and

Whereas, the Enterprise has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the application to be forwarded with the final agreement; and

Whereas, the Mayor of the City of Massillon, Ohio, has investigated the Application submitted by the Enterprise, and has recommended approval of the same to the Council on the basis that the Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and to improve the economic climate of the City of Massillon; and

Whereas, the project site is located in the Perry Local School District and the Board of Education of said district and any applicable Joint Vocational School District have been notified in accordance with Section 5709.83 and been given a copy of the Application; and

Whereas, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

Now, therefore, in consideration of the mutual covenants herein contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

Section 1:

The Enterprise shall construct a new feed mill manufacturing facility on a 18.478 acre parcel, Part of Out Lot 569, located on the west side of Millennium Boulevard SE, in NeoCom Industrial Park in the City of Massillon. The feed mill facility shall include a warehouse, a receiving building, mill tower, whole grain silos, load out extension, and liquid tank farm, as set forth in Schedule 5 of the Application.

The Enterprise shall also purchase and install new machinery and equipment including, but not limited to: liquid tanks, elevators, conveyors, boilers, truck scales, and other equipment as set forth in Schedule 6 of the Application

The Project will involve a total investment by the Enterprise as detailed below:

	Minimum	Maximum
A. Acquisition of Buildings	\$ 0	\$ 0
B. Additions/New Construction:	\$ 10,544,000	\$ 10,544,000
C. Improvements to existing buildings	\$ 0	\$ 0
D. Machinery & Equipment	\$ 3,466,000	\$ 3,466,000
E. Furniture & Fixtures:	\$ 0	\$ 0
F. Inventory	\$ 500,000	\$ 1,000,000
Total New Project Investment:	\$ 14,510,000	\$ 15,010,000

Furthermore, the Enterprise has reported that its existing base level of inventory as listed in the personal property tax return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into is \$0.

The Project will begin in February 2008, and all acquisition, construction, and installation under will be completed by June 30, 2009. Any changes to the beginning and completion dates must be agreed to by formal resolution and an amended agreement.

The total investment by the Enterprise in undertaking this Project and establishing the new facility represents a significant new investment on behalf of the Enterprise, and as such, the City of Massillon hereby determines that the Project is eligible for the tax incentives and other benefits as described in this Agreement.

If, at any time, The Enterprise determines that it will not undertake all the improvements set forth in this Section 1, or otherwise desires to modify the Project, the Enterprise will notify the City of Massillon, stating the reasons for its determination. The parties will thereupon confer to discuss the effect of the Enterprise's determination on the tax exemptions provided herein and to amend or terminate this Agreement accordingly.

Section 2:

The Enterprise shall create within a time period not exceeding 18 months after the completion of construction of the aforesaid facility, the following new jobs at the Project Site: twenty-seven (27) new, permanent full-time jobs, with an annual payroll of (\$934,700) Nine Hundred Thirty-Four Thousand Seven Hundred Dollars.

The Enterprise's schedule for hiring is as follows: create 15 new permanent full-time jobs in year one; create 12 additional new permanent full-time jobs in year 2. The job creation period begins in 2008 and all jobs will be in place by June 30, 2009.

Section 3:

The Enterprise shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the Enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised code if requested by the council.

Section 4:

The City of Massillon hereby grants the Enterprise a tax exemption pursuant to Section 5709.62 for eligible new tangible personal property acquired in conjunction with the Project. This tax exemption will only apply to the investment limits expressed in the project description as defined in Sections 1 of this agreement. This tax exemption shall be at the rate of 75% on all machinery and equipment, furniture and fixtures, and inventory acquired as part of the Project as defined in Section 1 and Exhibit A of this Agreement. Each identified project improvement will receive a ten year exemption period.

The minimum investment for tangible personal property to qualify for the exemption is \$3,466,000 to purchase machinery and equipment, furniture and fixtures and other noninventory personal property first used in business at the facility as a result of the project, and \$500,000 for new inventory. The maximum investment for tangible personal property to qualify for exemption is \$6,737,475 to purchase machinery and equipment, furniture and fixtures and other noninventory personal property first used in business at the facility as a result of the project, and \$1,000,000 for new inventory. The exemption commences the first year for which the tangible personal property would first be taxable were that property not exempted from taxation. No exemption shall commence after tax return year 2009 nor extend beyond tax return year 2018. In no instance shall any tangible personal property be exempted from taxation for more than ten return years.

Section 5:

The City of Massillon hereby grants the Enterprise a tax exemption for real property improvements made to the Project Site pursuant to Section 5709.62 of the Ohio Revised Code. This tax exemption shall be at the rate of 75%. Each identified project improvement will receive a ten year exemption period. The exemption commences the first year for which the real property exemption would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 2009 nor extend beyond December 31, 2018.

The Enterprise must file the appropriate tax forms (DTE 24) with the County Auditor to effect and maintain the exemptions covered in the agreement.

Section 6:

Waivers under section 5709.633 of the revised code: not applicable.

Section 7:

The Enterprise shall pay to the City of Massillon an annual monitoring fee of (\$500) Five Hundred Dollars for each year the agreement is in effect. The fee shall be made payable to the City of Massillon and shall be paid by certified check and delivered to the Mayor by March 31 of each year that the fee is due and payable. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the revised code and by the tax incentive review council created under section 5709.85 of the revised code exclusively for the purposes of performing the duties prescribed under that section.

Section 8:

The Enterprise shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Enterprise fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded

beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

Section 9:

The City of Massillon shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 10:

If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or the City of Massillon revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Enterprise materially fails to fulfill its obligations under this Agreement and the City of Massillon terminates or modifies the exemptions from taxation under this agreement.

Section 11:

If the Enterprise materially fails to fulfill its obligations under this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City of Massillon determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City of Massillon may terminate or modify the exemptions from taxation granted under this Agreement.

Section 12:

The Enterprise hereby certify that, at the time this agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority in the State of Ohio, and do not owe delinquent taxes for which the Enterprise is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Enterprise are currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition of bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Enterprise. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised code governing payment of those taxes.

Section 13:

The Enterprise affirmatively covenants that they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State: (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political

subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Section 14:

The Enterprise and the City of Massillon acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Massillon as a condition for the agreement to take effect. This Agreement takes effect upon such approval.

Section 15:

The City of Massillon has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Enterprise is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

Section 16:

Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Enterprise, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

Section 17:

In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Enterprise is not equal to or greater than seventy-five percent of the number of employee positions estimated to be created or retained under this agreement during three-year period, the Enterprise shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City of Massillon may terminate or modify the exemptions from taxation granted under this agreement.

Section 18:

The Enterprise together affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Enterprise has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Enterprise shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency, or a political subdivision pursuant ORC 9.66(C)(1). Any persons who

provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant ORC 2931.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 6 months.

Section 19:

This Agreement is not transferable or assignable without the express, written approval of the City of Massillon.

IN WITNESS WHEREOF, the City of Massillon, Ohio, by Francis H. Cicchinelli, Jr., its Mayor, and pursuant to Ordinance No. _____, has caused this instrument to be executed this ____ day of _____; and Case Farms, LLC, by Charles P. McDaniel, VP and General Manager, has caused this instrument to be executed this ____ day of _____.

WITNESSED BY:

THE CITY OF MASSILLON, OHIO

Francis H. Cicchinelli, Jr., Mayor

WITNESSED BY:

CASE FARMS, LLC

Charles P. McDaniel, VP & General
Manager

Approved as to form and legal sufficiency:

Pericles G. Stergios, Director of Law
City of Massillon, Ohio

**OHIO DEPARTMENT OF DEVELOPMENT
OHIO ENTERPRISE ZONE PROGRAM**

**PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the City of
Massillon located in the County of Stark and Case Farms, LLC
(Enterprise)**

1. a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

<u>Case Farms, LLC</u> enterprise name	<u>Charles P. McDaniel</u> contact person
<u>P.O. Box 185</u> <u>1818 County Road 160</u> <u>Winesburg, OH 44690</u> address	<u>(330) 359-7141</u> telephone number

- b. Project Site:

<u>Neo Com II Industrial Park</u> <u>Massillon, OH</u> address	<u>Gene Boerner</u> contact person <u>(330) 936-2411</u> telephone number
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2. a. Nature of business (manufacturing, distribution, wholesale or other).

Agricultural Poultry Farming

- b. List primary 6 digit NAICS # 112300
Business may list other relevant SIC numbers.

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

- d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Limited Liability Company

3. Name of principal owner(s) of the business (attach list if necessary).

Thomas R. Shelton + The Shelton Family Trust

4. Is business seasonal in nature? Yes _____ No X

5. a. State the enterprise's current employment level at the proposed project site:

None

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes _____ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

450 Full Time for Case Farms, LLC and its affiliated entity Case Farms Processing, Inc.

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? N/A

6. a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes _____ No X

b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement: _____

7. Does the Enterprise owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes _____ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes _____ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts are being contested in a court of law or not?
Yes _____ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amount and/or case identification numbers (add additional sheets if necessary).

8. Project Description (attach additional pages if necessary: See Schedule

9. Project will begin February, 2008 and be completed
May, 2009 provided a tax exemption is provided.

10. a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): 27

b. State the time frame for this projected hiring: 1.5 years.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): Manager and drivers – 4th Quarter 2008 Technicians, Maintenance, Clerical – 1st Quarter 2009

11. a. Estimate the amount of annual payroll such new employees will add \$ 934,700

(new annual payroll must be itemized by full and part-time and permanent and temporary new employees). See Schedule 2

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ _____

12. Market value of the existing facility as determined for local property taxation.
\$ N/A

13. a. Business's total current investment in the facility as of the proposal's submission.
\$ < \$25,000

b. State the business's value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory): \$ 0

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility: See Schedule 3

	Minimum	Maximum
A. Acquisition of Buildings:	\$ _____	\$ _____
B. Additions/New Construction:	\$ <u>10,544,000</u>	\$ <u>10,544,000</u>
C. Improvements to existing buildings	\$ _____	\$ _____
D. Machinery & Equipment	\$ <u>3,466,000</u>	\$ <u>3,466,000</u>
E. Furniture & Fixtures:	\$ _____	\$ _____
F. Inventory	\$ <u>500,000</u>	\$ <u>1,000,000</u>
Total New Project Investment:	\$ <u>14,510,000</u>	\$ <u>15,010,000</u>

15. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real and/or personal property including inventory as described above. Be specific as to type of assets, rate, and term.

Real Property – 75% incentive for 10 years; Machinery and Equipment – 75%
incentive for 10 years; Inventory – 75% incentive for 10 years

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

See Schedule 4

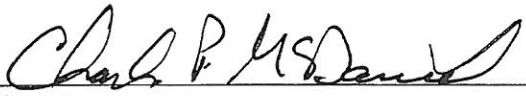
Submission of this application expressly authorizes the City of Massillon, Ohio to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Case Farms, LLC
Name of Enterprise

1-10-08
Date


Signature

Charles P. McDaniel, VP & General Manager
Typed Name and Title

* A copy of this proposal must be forwarded by the local government to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

*** An Application Fee of Seven Hundred Fifty Dollars (\$750.00) must be submitted along with the Proposed Agreement for Enterprise Zone Tax Exemption (Application). This fee is payable by check or money order made payable to **Ohio Treasurer Richard Cordray**.

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

**APPLICATION TO THE CITY OF MASSILLON
FOR A PROJECT AGREEMENT UNDER THE
OHIO URBAN JOBS AND ENTERPRISE ZONE ACT**

NARRATIVE STATEMENT

I. PROJECT DESCRIPTION:

Briefly summarize the project proposed to be undertaken, including a description of the investments to be made by the applicant enterprises. Describe the project site, including the lot number, address, and area (in square feet or acres).

Note: If the project involves the relocation of all or part of the enterprise's operations from another county or municipal corporation in the State of Ohio, the Enterprise shall attach a statement detailing the reasons for the proposed relocation.

See Schedule

II. PROJECT BUDGET

A.	NEW BUILDINGS (Provide a brief description of size, type, etc.)	<u>Proposed Cost</u>
----	---	----------------------

See Schedule 5

\$10,544,000

B.	ADDITIONS (Provide a brief description of size, type, etc.)	<u>Proposed Cost</u>
----	---	----------------------

N/A

C.	IMPROVEMENTS TO EXISTING BUILDINGS (Provide an itemized description) N/A	<u>Proposed Cost</u>
----	---	----------------------

D. MACHINERY AND EQUIPMENT

Proposed Cost

1. Provide an itemized list of machinery, equipment, furniture, and fixtures to be purchased and installed at the project site and that will be subject to tax exemption under this Agreement. See Schedule 6

2. Provide an itemized list of machinery, equipment, furniture, and fixtures used by the enterprise at another location in the State that will be relocated to the project site and that will not be exempted from taxation under this Agreement. N/A

E. INVENTORY

Proposed Cost

List the value of inventory at the project site, including an itemization of the value of inventory held at another location in this state prior to the Agreement and to be relocated from that location to the project site; and the value of inventory held at the project site prior to the execution of the Agreement that will be not be exempted from taxation.

N/A

The inventory which is eligible for exemption is that amount or value of inventory in excess of the amount or value of inventory required to be listed in the personal property tax return for the tax year in which the Agreement is entered into.

III. EMPLOYMENT

Describe the current workforce of the company, including annual payroll. Describe the impact that the project will have on the company's workforce, specifically, at the project site. List the total number of jobs to be created/and or retained as a result of the project, itemized as to the number of full-time, part-time, and temporary positions, and including a schedule of hiring, itemized by each type of position listed above (the suggested maximum job creation is 36 months). Provide estimates of the dollar amount of additional payroll attributable to each type of position to be created (i.e., full-time, part-time, and temporary).

See Schedule 7

IV. REQUEST FOR TAX EXEMPTION

Describe the type, amount, and term of tax exemption being requested for this project as follows:

- (1) An exemption for a specified number of years, not to exceed ten, of a specified portion, up to seventy-five per cent, of tangible personal property first used in business at the project site as a result of this Agreement. ("First used in business" means that the property referred to has not been used in business in this State by the enterprise that owns it, or by an enterprise that is an affiliate or subsidiary of such an enterprise, other than as inventory, prior to being used in business at the project site as a result of an Agreement.)
- (2) An exemption for a specified number of years, not to exceed ten, of a specified portion, up to seventy-five per cent, of real property constituting the project site.

In addition, provide a detailed explanation of the reasons why the proposed tax exemptions are necessary for the project. Provide any supporting financial information that would document the need for such tax exemptions. Using the attached forms, provide an analysis of the total taxes that would result from the project, both with and without the proposed tax exemptions. Summarize the benefits to the community as a result of the project.

See Schedule 8

Schedule 1

Project Description

Case Farms, L.L.C. and its affiliated entity Case Farms Processing, Inc. (collectively referred to as Case Farms) are currently planning an extensive expansion over the next four years. Case Farms is evaluating the capital investments and financial paybacks of expanding in Ohio and in North Carolina. The financial analysis will help us to decide whether we will expand in both states, or in only one location.

In order for the Ohio operation to expand, then a new feed mill must be constructed in order to manufacture sufficient feed for our expanding live bird inventories. Case Farms currently purchases all of its feed products from Land O' Lakes, however as the Company has continued to grown, we have maximized their ability to supply us.

Case Farms is proposing the construction of a new state-of-the-art feed manufacturing facility in the NeoCom II Industrial Park off of Navarre Road in Massillon. The facility will have the ability to produce up to 5,500 tons of pelleted feed weekly and will be constructed on a spur of the Wheeling Lake Erie Railroad.

The capital investment to construct the new feed manufacturing facility will approximate \$14 million and will create 27 new jobs ranging from \$19,000 to \$65,000 in annual salaries. This feed manufacturing project is the first phase in expanding our Ohio poultry operations. Once the feed manufacturing facility is completed, our hatchery located in Strasburg, Ohio and our processing plant located in Winesburg, Ohio would also be expanded to double our production capabilities. An additional investment of \$8 million will be required to expand the hatchery and processing plant and would result in an additional 300 new jobs.

Schedule 2

Feed mill payroll breakdown

Manager	\$65,000	\$65,000
Grain Buyer	\$40,000	\$40,000
Maintenance	\$14.50/hr	\$35,815
Maintenance	\$14.50/hr	\$35,815
Accounting	\$10.00/hr	\$20,800
General Office	\$9.00/hr	\$18,720
Technician	\$11.00/hr	\$27,170
Technician	\$11.00/hr	\$27,170
Technician	\$11.00/hr	\$27,170
Technician	\$11.00/hr	\$27,170
Technician	\$11.00/hr	\$27,170
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Driver	\$15.00/hr	\$37,050
Field Technicians	\$32,000	\$32,000
Field Technicians	\$32,000	\$32,000
Total		\$934,700

Schedule 3

Estimated Project Cost

Buildings	\$8,876,000
Equipment & Machinery	3,466,000
Estimated Site Work	715,000
Land	528,000
Rail Spur	425,000
Inventory	500,000
Total	\$14,510,000

Schedule 4

Question 15(b) – Business Reasons for Incentives

Case Farms is requesting the tax incentives in order to improve the economic payback and reduce the overall risk of investing \$14 million in the first phase of our expansion. The financial analysis will be compared to proposed expansion plans in our North Carolina facilities.

Schedule 5



Case Farms, LLC New Feed Mill Massillon, OH

Description

Mill Tower – Slip form concrete structure – 3,260 sq. ft. foot print x 161' tall

Contains: 1,915 tons of ingredient storage
108 tons of pellet mill mash storage
1,248 tons of finish feed storage
75,846 bu of whole grain storage

Grinding System
Batching System
Pelleting System

Whole Grain Silos – Two (2) hopper bottom corrugated metal silos – 1,080 sq. ft. foot print x 92' tall

Each

Contains: 61,053 bu of whole grain storage each

Warehouse – Pre-engineered metal building – 6,160 sq. ft. foot print

Contains: Maintenance Shop
Breakroom
Bathrooms
Office
Boiler Room
Pump Room
Air Compressor Room
Mezzanine
Bag Storage Area

Load Out Extension – Pre-engineered metal building – 480 sq. ft. foot print

Receiving Building – Pre-engineered metal building – 3,470 sq. ft. foot print

Contains: Rail Receiving System
Truck Receiving System
Receiving Office

Liquid Tank Farm – Concrete containment – 1,300 sq. ft. foot print

Contains: Liquid Tank Storage

Cost Breakdown:

Buildings	\$4,925,000
Equipment & Machinery (including installation)	\$6,737,475
Estimated Site Work	\$ 715,000
Land	\$ 528,500
Rail Spur	\$ 425,000
Other	<u>\$ 130,000</u>

Total \$13,460,975

Completion Date: March 2009

Schedule 6
Machinery & Equipment List

Approximate Equipment List	Amount
Liquid Tank Farm	150,000
Liquid Tanks	140,000
Bucket Elevators	250,000
Drag Conveyors	135,000
Screw Conveyors	250,000
Bin Sweeps	30,000
Boilers	100,000
Diverter / Gates	100,000
Drives / Conveyors	150,000
Electric Switch Gear System	175,000
Truck Scales	70,000
Hammermill	200,000
Mixer / Micro Ing System	200,000
Pellet Mill	250,000
WEM Computer System	350,000
Air Compressor	35,000
Man Lift	75,000
Crumbler	40,000
Tote System	45,000
Fat Coater	60,000
Feed Cleaner	75,000
Pellet Cooler	80,000
Conditioner	65,000
Bulk Weigher	100,000
Other Equipment, Furniture, Fixtures	341,000
	<u>3,466,000</u>

Schedule 7

Section III - Employment

Case Farms current workforce is comprised of 450 full time employees that work in and around Strasburg, Ohio and Winesburg, Ohio. The annual payroll currently approximates \$12 million. The feed manufacturing project would be the first phase in the Company's expansion plans and would provide the Company with sufficient chicken feed to double its production capabilities. The feed manufacturing project would create 27 new jobs at an estimated annual payroll of \$934,000. These positions are itemized on Schedule 2. In addition, the expansion of our hatchery in Strasburg, Ohio and our processing plant in Winesburg, Ohio would create an additional 300 new positions and would add another \$8 million in annual payroll.

Schedule 8

Section IV – Request for Tax Exemption

Case Farms is requesting a tax exemption equal to 75% of the real and tangible personal property that would be invested in the feed manufacturing project. The exemption is requested for a period of 10 years.

Cost Breakdown:

Buildings .	\$4,925,000
Equipment & Machinery (including installation)	\$6,737,475
Estimated Site Work	\$ 715,000
Land	\$ 528,500
Rail Spur	\$ 425,000
Other	<u>\$ 130,000</u>

Total \$13,460,975

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Screw Conveyors	250,000
Bin Sweeps	30,000
Boilers	100,000
Diverter / Gates	100,000
Drives / Conveyors	150,000
Electric Switch Gear System	175,000
Truck Scales	70,000
Hammermill	200,000
Mixer / Micro Ing System	200,000
Pellet Mill	250,000
WEM Computer System	350,000
Air Compressor	35,000
Man Lift	75,000
Crumbler	40,000
Tote System	45,000
Fat Coater	60,000
Feed Cleaner	75,000
Pellet Cooler	80,000
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Section IV – Request for Tax Exemption

Case Farms is requesting a tax exemption equal to 75% of the real and tangible personal property that would be invested in the feed manufacturing project. The exemption is requested for a period of 10 years.

City of Massillon Urban Jobs and Enterprise Zone Program

Tax Benefit Analysis – Case Farms Feed Mill

Applicant: Case Farms, LLC

Site: 18.478 acre parcel, Part of Out Lot 569, Millennium Blvd. S.E., NecCom Industrial Park

Project Description:

The project involves the construction of a new feed mill manufacturing facility to serve Case Farms expanding poultry production operations. The feed mill will include a warehouse, a receiving building, mill tower, whole grain silos, load out extension, and liquid tank farm. Existing rail lines will be refurbished to service the proposed feed mill.

Project Investment: \$14,500,000 in new construction and equipment installation.

Jobs Impact:

27 new full-time jobs with an annual payroll of \$934,700

Tax Exemption Requested:

75% exemption on both real and personal property taxes for a 10 year period.

Economic Development Incentive Grant

\$15,000 economic development grant from the City, to be paid to Case Farms upon completion of the Project and establishment of business operations at the project site.

Tax Exemption Analysis:

	Income Taxes	Real Property Taxes	Personal Property Taxes	Total Tax Revenues
Current Tax Revenues	\$0	\$30	\$0	\$30
Est. Annual New Taxes Paid	\$16,825	\$42,332	\$341	\$59,498
Est. Annual New Taxes Abated	\$0	\$126,997	\$2,238	\$129,235
Total Revenues: No Project - 10 Yrs	\$0	\$300	\$0	\$300
Total Project Taxes Paid - 10 Yrs	\$168,246	\$423,323	\$341	\$591,910
Total Taxes Exempted - 10 Years	\$0	\$1,269,968	\$2,238	\$1,272,206

Income Tax Revenue Sharing Requirements: For any calendar year in which total annual employee payroll, either from construction or Case Farms, exceeds \$1 million, the City will be required to share 50% of these income tax revenues with Perry Local Schools.

Other Economic Development Assistance

The Ohio Tax Credit Authority has awarded Case Farms a 35% Job Creation Tax Credit for a term of up to seven years for the creation of a minimum 25 full-time jobs resulting from the Project. The value of the tax credit is estimated at \$49,596 over the term, and the company is required to maintain operations at the Project Site for at least 14 years.

The Ohio Rail Development Commission has approved a \$200,000 grant to aid in the replacement of 1,750 feet of track and track bed to serve the proposed feed mill. This rail improvement will also open up additional land for future industrial development.

OHIO DEPARTMENT OF DEVELOPMENT
ENTERPRISE ZONE PROJECT TAX ANALYSIS

General Project Information

County: STARK Local Government Authority: MASSILLON
Business: Case Farms, LLC Total Project Cost: \$14,510,000

Total Current Real Property Tax of Business (at site): 0

Total Current Tangible Personal Property Tax of Business (at site): 0

* (Note, if not applicable to site, use within local jurisdiction):

Note, does the project involve relocation of any assets or jobs? yes X no

If yes, within local jurisdiction? yes no

within county? yes no

within State (distance mi.) yes no

Does the project involve removal of any currently taxed assets (Real or Personal Property from the Tax Rolls)?


Estimate real property tax loss \$ 0 X no
Estimate tangible personal tax loss \$ 0

Is there a local income tax? X yes no

If yes, please list income tax rate: 1.8 %

Note total number of new jobs projected – attributable to the project 27 ;

Note new payroll projected from the new job commitment 934,700.00 x 1.8 % income tax rate = \$16,825
New income tax generation


Enterprise Zone Manager or Authorized Signature
Date 2/12/08

\$	1,269,968
\$	423,323

2A. Total Project Costs Receiving Tangible Personal Property Exemptions: \$1,000,000.

Note that because of depreciation of Tangible Personal Property by the business - these calculations must be repeated for each year during the term of the exemptions. The Business must supply the community with the annual estimates.

Personal Property Tax Matrix

Projected Tax Year	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Totals
Estimated Value of Tangible Personal Property	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Exemption Schedule	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Exempted Value	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Taxable Value	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment	6.25%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Tangible Personal Property Tax Rate	60.70	60.70	60.70	60.70	60.70	60.70	60.70	60.70	60.70	60.70	60.70
Total Tangible Property Tax Foregone (Exempted Value x Assessment x Tax Rate)	\$ 2,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,238
Net New Tangible Property Tax Revenue (Taxable Value x Assessment x Tax Rate)	\$ 341	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 341

Total Tangible Personal Property Tax Foregone over Project Term:

\$ 2,238

Total Net New Tangible Personal Property Tax Revenue generated over Project Term:

\$ 341

Personal Property Tax on Business Being Will Be Phased Out by 2009.

DATE: FEBRUARY 19, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

1st Reading
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 29 - 2008

Passed 3/17

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE amending CHAPTER 925 "SEWERS GENERALLY" of the Codified Ordinances of the City of Massillon, Ohio, by amending existing Section 925.12 SEWER CONNECTION PERMIT REQUIRED; FEE and adding Subsection 925.12 (d) to said section.

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

Section 1:

The existing Section 925.12 SEWER CONNECTION PERMIT REQUIRED; FEE of CHAPTER 925 of the Codified Ordinances of the City of Massillon, Ohio, be and hereby is amended by adding Subsection 925.12(d) to said section.

Section 2:

Section 925.12 SEWER CONNECTION PERMIT REQUIRED; FEE of CHAPTER 925 of the Codified Ordinances of the City of Massillon, Ohio, is hereby amended as follows:

(SEE ATTACHED EXHIBIT "A" FOR THE NEW SUBSECTION BEING ADDED TO SECTION 925.12.)

Section 3:

This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2008

ATTEST: _____

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED _____

FRANCIS H. CICCHINELLI, JR., MAYOR

EXHIBIT "A"

SUBSECTION 925.12(d) TO BE ADDED TO EXISTING SECTION 925.12.

925.12 SEWER CONNECTION PERMIT REQUIRED, FEE

- (d) At the time when the permit and inspection fee is secured per section (b) of this chapter a capacity charge for new connections shall apply and be calculated per the following table. Once the capacity charge fee is calculated it shall be payable at the time the permit and inspection fee is acquired.

USER CLASS	EDU VALUE	CAPACITY CHARGE
Single Family Unit	1.00	\$500.00
Duplex Residential	2.00	\$1,000.00
Each Additional Residential Unit	1.00	\$500.00
Mobile Homes and House Trailers	1.00	\$500.00
Church	0.16	\$80.00
Toilet/Urinal - Each	0.67	\$335.00
Food Prep/Bar Sink (Per Bowl)	0.29	\$145.00
Hair Rinse Sink - Each	0.16	\$80.00
Slop Sink - Each	0.17	\$85.00
Hotel/Motel	1.14	\$570.00
Hotel/Motel – Each Bedroom	0.17	\$85.00
Rooming House	0.97	\$485.00
Rooming House – Each Bedroom	0.17	\$85.00
Hospitals/Nursing Homes (Per Employee/Patient)	0.14	\$70.00
Sports Facility/Arena (Per 100 Seats)	0.02	\$10.00
Laundromat or Coin Operated Machine	0.59	\$295.00
Commercial Laundries (By Pound)	0.07	\$35.00
Car Washes - Each Single Stall Manual	1.19	\$595.00
Car Washes - Each Single Stall Automatic	3.96	\$1,980.00
Car Washes - Each Drive-Through Automatic	25.00	\$12,500.00
Schools, Public–Private–Day Care (Per Student and Employee)	0.04	\$20.00
Hand Sink - Each	0.12	\$60.00
Showers - Each	0.43	\$215.00
Industrial Employee	0.17	\$85.00 *

* Maximum of \$1,000.00

DATE: FEBRUARY 19, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

1st reading
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 30 - 2008

Defeated 7/7
Moved 4/7 to 5/5
passed 5/5

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE amending CHAPTER 937 "WASTEWATER TREATMENT REVENUE FUND" of the Codified Ordinances of the City of Massillon, Ohio, by repealing existing Sections 937.05 PAYMENT DATES; PENALTY CHARGE, 937.08 ADMINISTRATION AND DISTRIBUTION OF FUNDS, 937.09 ANNUAL RATES FOR SEWER SERVICE and 937.10 ADDITIONAL SURCHARGE FOR INDUSTRIAL WASTES and enacting new Sections 937.05 PAYMENT DATES; PENALTY CHARGE, 937.08 ADMINISTRATION AND DISTRIBUTION OF FUNDS, 937.09 ANNUAL RATES FOR SEWER SERVICE and 937.10 ADDITIONAL SURCHARGE FOR INDUSTRIAL WASTES of CHAPTER 937.

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

Section 1:

The existing Sections 937.05 PAYMENT DATES; PENALTY CHARGE, 937.08 ADMINISTRATION AND DISTRIBUTION OF FUNDS, 937.09 ANNUAL RATES FOR SEWER SERVICE and 937.10 ADDITIONAL SURCHARGE FOR INDUSTRIAL WASTES" of CHAPTER 937 of the Codified Ordinances of the City of Massillon, Ohio, be and hereby are repealed.

Section 2:

That there be and hereby is enacted new Sections 937.05 PAYMENT DATES; PENALTY CHARGE, 937.08 ADMINISTRATION AND DISTRIBUTION OF FUNDS, 937.09 ANNUAL RATES FOR SEWER SERVICE and 937.10 ADDITIONAL SURCHARGE FOR INDUSTRIAL WASTES" of CHAPTER 937 of the Codified Ordinances of the City of Massillon, Ohio, be and hereby are enacted and shall read as follows:

(SEE EXHIBIT "A" ATTACHED HERETO)

Section 3:

This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2008

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

APPROVED _____
FRANCIS H. CICCHINELLI, JR., MAYOR

ATTACHMENT

937.05 PAYMENT DATES; PENALTY CHARGE

- (a) The charges levied by Section 937.09 shall take effect on April 1, 2008, and shall be billed in four quarterly payments on the first days of January, April, July and October of each year at the end of the period of service rendered, except industrial flow which shall be billed on a monthly basis. All bills shall be payable at the office of the Sewer and Water Department located in City Hall within fifteen days thereafter. All bills not paid within fifteen days after the date when billed shall be subject to a ten percent (10%) penalty.
- (b) The industrial surcharge levied by Section 937.10 shall be calculated and billed monthly based on the results of tests and measurements by the City. All bills not paid fifteen days after the date when billed shall be subject to a ten percent (10%) penalty.

937.08 ADMINISTRATION AND DISBURSEMENT OF FUNDS

- (a) The funds received effective April 1, 2008 from the rates and charges hereinafter provided in section 937.09 shall be deposited as received with the City Treasurer, who shall keep the same in a separate fund designating the Wastewater Treatment Revenue in the following sub accounts designated as follows:
 - (1) *Wastewater Treatment Fund:*
The revenue deposited in this fund shall be all Stark County revenues received and sixty percent (60%) of all City Revenues.
 - (2) *WWT Debt Fund:*
The revenues deposited in this fund shall be all Stark County debt service payments and thirty-five percent (35%) of all City revenues.
 - (3) *Capital Improvement Fund:*
The revenues deposited in this fund shall be five percent (5%) of all City revenues.
 - (4) *Collection System Improvement Fund:*
The revenues deposited in this fund shall be one hundred percent (100%) of the capacity charges for new sewer system connections.
- (b) All funds received from the Industrial surcharge hereafter provided in Section 937.10 shall be deposited as received with the City Treasurer, who shall keep the same in the Wastewater Treatment Fund.
- (c) The proposed rates will be re-evaluated every two (2) years with the next evaluation being in 2010.

37.09 ANNUAL RATES FOR SEWER SERVICE

- (a) The following rates are effective April 1, 2008, with respect to any such premises situated within the corporate limits of the City. All Sewer Charges except industrial flow charges will be billed on a Quarterly basis, with billing in the months of January, April, July and October. Industrial flow charges will be billed on a monthly basis.

RESIDENTIAL

ANNUAL RATE

Single Family Unit	\$228.00
Duplex Residential	\$456.00
Each Additional Residential Unit	\$228.00
Mobile Homes and House Trailers	\$228.00

COMMERCIAL

(Stores, Restaurants, Bars, Garages, Gas Stations, Professional Offices, Barber/Beauty Shops, Bowling alleys, Theaters, Lodges, Clubs, Business Offices and any other public building)

Church	\$36.56
Toilet/Urinal	\$153.04
Food Prep/Bar Sink (Per Bowl)	\$66.24
Hair Rinse Sink	\$36.56
Slop Sink	\$38.84
Hotel/Motel	\$260.36
Each Bedroom	\$38.84
Rooming House	\$221.56
Each Bedroom	\$38.84
Hospitals/Nursing Homes (Per Employee/Patient)	\$32.00
Sports Facility/Arena (Per 100 Seats)	\$4.56
Laundromat or Coin Operated Machine	\$134.76
Commercial Laundries (By Pound)	\$16.00
Car Washes	
Each Single Stall Manual	\$271.80
Each Single Stall Automatic	\$904.44
Each Drive-Through Automatic	\$5,709.72
Schools, Public – Private – Day Care	
Per Student and Employee	\$9.16
Hand Sink	\$27.44
Showers	\$98.24

INDUSTRIAL

The following industrial rates apply with respect to any such premises situated within the corporate limits of the City.

Industrial Flow for each Million Gallons	\$700.00
Industrial Employee (Per Employee)	\$38.84

INDIAN RIVER YOUTH FACILITY

Toilet/Urinal	\$153.04
Shower	\$98.24
Hand Sink	\$27.44
Food Prep Sink (Per Bowl)	\$66.24

- (b) The following rates are effective October 1, 2008, with respect to any such premises situated within the corporate limits of the City. All Sewer Charges except industrial flow charges will be billed on a Quarterly basis, with billing in the months of January, April, July and October. Industrial flow charges will be billed on a monthly basis.

RESIDENTIAL

ANNUAL RATE

Single Family Unit	\$230.00
Duplex Residential	\$460.00
Each Additional Residential Unit	\$230.00
Mobile Homes and House Trailers	\$230.00

COMMERCIAL

(Stores, Restaurants, Bars, Garages, Gas Stations, Professional Offices, Barber/Beauty Shops, Bowling alleys, Theaters, Lodges, Clubs, Business Offices and any other public building)

Church	\$36.64
Toilet/Urinal	\$153.36
Food Prep/Bar Sink (Per Bowl)	\$66.40
Hair Rinse Sink	\$36.64
Slop Sink	\$38.92
Hotel/Motel	\$260.92
Each Bedroom	\$38.92
Rooming House	\$222.00
Each Bedroom	\$38.92
Hospitals/Nursing Homes (Per Employee/Patient)	\$32.04
Sports Facility/Arena (Per 100 Seats)	\$4.60
Laundromat or Coin Operated Machine	\$135.04
Commercial Laundries (By Pound)	\$16.04

Car Washes	
Each Single Stall Manual	\$272.36
Each Single Stall Automatic	\$906.32
Each Drive-Through Automatic	\$5,721.64

Schools, Public – Private – Day Care	
Per Student and Employee	\$9.16

Hand Sink	\$27.48
Showers	\$98.44

INDUSTRIAL

The following industrial rates apply with respect to any such premises situated within the corporate limits of the City.

Industrial Flow for each Million Gallons	\$750.00
Industrial Employee (Per Employee)	\$38.92

INDIAN RIVER YOUTH FACILITY

Toilet/Urinal	\$153.36
Shower	\$98.44
Hand Sink	\$27.48
Food Prep Sink (Per Bowl)	\$66.40

- (c) The following rates are effective October 1, 2009, with respect to any such premises situated within the corporate limits of the City. All Sewer Charges except industrial flow charges will be billed on a Quarterly basis, with billing in the months of January, April, July and October. Industrial flow charges will be billed on a monthly basis.

RESIDENTIAL

ANNUAL RATE

Single Family Unit	\$236.00
Duplex Residential	\$472.00
Each Additional Residential Unit	\$236.00
Mobile Homes and House Trailers	\$236.00

COMMERCIAL

(Stores, Restaurants, Bars, Garages, Gas Stations, Professional Offices, Barber/Beauty Shops, Bowling alleys, Theaters, Lodges, Clubs, Business Offices and any other public building)

Church	\$37.68
Toilet/Urinal	\$157.72
Food Prep/Bar Sink (Per Bowl)	\$68.28
Hair Rinse Sink	\$37.68
Slop Sink	\$40.04
Hotel/Motel	\$268.36
Each Bedroom	\$40.04
Rooming House	\$228.32
Each Bedroom	\$40.04
Hospitals/Nursing Homes (Per Employee/Patient)	\$32.96
Sports Facility/Arena (Per 100 Seats)	\$4.72
Laundromat or Coin Operated Machine	\$138.88
Commercial Laundries (By Pound)	\$16.48
Car Washes	
Each Single Stall Manual	\$280.12
Each Single Stall Automatic	\$932.12
Each Drive-Through Automatic	\$5,884.40
Schools, Public – Private – Day Care	
Per Student and Employee	\$9.44
Hand Sink	\$28.28
Showers	\$101.24

INDUSTRIAL

The following industrial rates apply with respect to any such premises situated within the corporate limits of the City.

Industrial Flow for each Million Gallons	\$800.00
Industrial Employee (Per Employee)	\$40.00

INDIAN RIVER YOUTH FACILITY

Toilet/Urinal	\$157.72
Shower	\$101.24
Hand Sink	\$28.28
Food Prep Sink (Per Bowl)	\$68.28

- (d) For the purpose of determining the factory charge for any given year, the number of persons employed or engaged in services on the premises during the applicable billing period shall be considered to be that number arrived at by averaging over such period the number of such persons thereon on the first day of each of the three calendar months included in such period, which information shall be certified in writing by each employer to the Director of Public Service and Safety.
- (e) For the purpose of determining the school charge for any given year, the number of pupils and regular employees in a school year shall be the aggregate number thereof enrolled on January 1, of the preceding year.
- (f) The purpose of determining the charge for the hospitals, nursing or convalescent homes and for any given year, the number of patients, and regular employees during the applicable billing period shall be considered to be that number arrived at the averaging over such period the number of patients, and regular employees therein on the first day of each of the three calendar months included in such period.
- (g) The proposed rates will be re-evaluated every two (2) years with the next evaluation being in 2010.

937.10 ADDITIONAL SURCHARGE FOR INDUSTRIAL WASTES

- (a) Any person, firm or corporation served by a sewer connection which discharges sanitary sewage, industrial wastes, water or other liquids into the wastewater treatment system, which are of unusual strength, volume or character, but acceptable by the City for treatment, shall be subject to an additional surcharge which shall be over and above the rates and charges established by Section 937.09.
- (b) The surcharge shall be effective if any or all of the following are exceeded:
 - (1) A five-day biological oxygen demand (BOD) greater than 300 parts per million (ppm) by weight.
 - (2) Total suspended solids (TSS) greater than 300 parts per million (ppm) by weight.
- (c) The surcharge shall be calculated and billed monthly, based on the results of tests and measurements made by the City effective April 1, 2008.

Additional surcharge effective April 1, 2008.

- | | |
|-------------------------------|------------------|
| (1) BOD in excess of 300 mg/l | \$0.14/lb of BOD |
| (2) TSS in excess of 300 mg/l | \$0.18/lb of TSS |

Additional surcharge effective October 1, 2008.

- | | |
|-------------------------------|------------------|
| (1) BOD in excess of 300 mg/l | \$0.14/lb of BOD |
| (2) TSS in excess of 300 mg/l | \$0.18/lb of TSS |

Additional surcharge effective October 1, 2009.

- | | |
|-------------------------------|------------------|
| (1) BOD in excess of 300 mg/l | \$0.17/lb of BOD |
| (2) TSS in excess of 300 mg/l | \$0.24/lb of TSS |

- (d) When required by the Director of Public Service and Safety, the owner of any property discharging such wastes shall install a suitable chamber with gauging and sampling equipment in the building sewer to permit observation, sampling and measurement of the wastes from his premises. Such chamber and equipment shall be constructed in accordance with plans approved by the Director and shall be installed by the owner at his expense and shall be maintained by him.
- (e) All measurements tests and analyses of the characteristics of such wastes shall be determined by the City in accordance with the latest edition of the "Standard Methods for the Examination of Water and Sewage", as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.
- (f) The strength of the wastes shall be determined from samples taken at the aforementioned chamber at any period or time and of such duration and in such manner as agreed upon between the owner and the City. The results of routine sampling and analysis by the owner may also be used, in determining the amount of the surcharge after verification by the City. The strength so found by analysis shall be used in determining the amount of the surcharge.
- (g) The City shall have the right to enter and set up, on company property, such devices as are necessary to conduct a gauging and sampling operation and to begin such operation without advance notice to the company. While performing the work, the City will observe all safety rules applicable to the premises, established by the company.

Where a company or premises has security measures in force which require proper identification and clearance before entry into the company or premises is granted, such company or premises shall either make the necessary arrangements with their security guards that upon showing proper identification, personnel from the City will be permitted to enter, without delays, for the purpose of obtaining grab samples of wastes being discharged at the various sampling points; or the company or premises shall install suitable gauging and sampling manholes outside the security limits, which manholes will at all times be immediately accessible to City personnel.

- (h) If a person, firm or corporation disagrees with the analysis on which the surcharge is based, he or it may request, in writing, additional sampling and analysis which shall be conducted in a manner acceptable to the Director of Safety-Service and the Manager of Wastewater Treatment. The cost of such additional sampling and analysis shall be borne in full by the requestor.
- (i) The proposed rates will be re-evaluated every two (2) years with the next evaluation being in 2010.

	Year	Current	2008	2009	2010
	\$ Per Gallon	\$0.00056	\$0.00070	\$0.00075	\$0.00080
	\$ Pound BOD	\$0.10	\$0.14	\$0.14	\$0.17
	\$ Pound TSS	\$0.10	\$0.18	\$0.18	\$0.24
Heinz					
FLOW (Gallons per Year)	179,215,000	\$100,360.40	\$125,450.50	\$134,411.25	\$143,372.00
BOD Loading (Pounds per Year > 300 mg/l)	1,340,280	\$134,028.00	\$187,639.20	\$187,639.20	\$227,847.60
TSS Loading (Pounds per Year > 300 mg/l)	56,940	\$5,694.00	\$10,249.20	\$10,249.20	\$13,665.60
TOTAL ESTIMATED ANNUAL SEWER CHARGE		\$240,082.40	\$323,338.90	\$332,299.65	\$384,885.20
Fresh Mark					
FLOW (Gallons per Year)	24,820,000	\$13,899.20	\$17,374.00	\$18,615.00	\$19,856.00
BOD Loading (Pounds per Year > 300 mg/l)	40,515	\$4,051.50	\$5,672.10	\$5,672.10	\$6,887.55
TSS Loading (Pounds per Year > 300 mg/l)	730	\$73.00	\$131.40	\$131.40	\$175.20
TOTAL ESTIMATED ANNUAL SEWER CHARGE		\$18,023.70	\$23,177.50	\$24,418.50	\$26,918.75
Greif					
FLOW (Gallons per Year)	32,850,000	\$18,396.00	\$22,995.00	\$24,637.50	\$26,280.00
BOD Loading (Pounds per Year > 300 mg/l)	1,340,280	\$134,028.00	\$187,639.20	\$187,639.20	\$227,847.60
TSS Loading (Pounds per Year > 300 mg/l)	16,425	\$1,642.50	\$2,956.50	\$2,956.50	\$3,942.00
TOTAL ESTIMATED ANNUAL SEWER CHARGE		\$154,066.50	\$213,590.70	\$215,233.20	\$258,069.60
Shearer's					
FLOW (Gallons per Year)	73,000,000	\$40,880.00	\$51,100.00	\$54,750.00	\$58,400.00
BOD Loading (Pounds per Year > 300 mg/l)	1,827,920	\$182,792.00	\$255,908.80	\$255,908.80	\$310,746.40
TSS Loading (Pounds per Year > 300 mg/l)	304,775	\$30,477.50	\$54,859.50	\$54,859.50	\$73,146.00
TOTAL ESTIMATED ANNUAL SEWER CHARGE		\$254,149.50	\$361,868.30	\$365,518.30	\$442,292.40
EF Wireworks					
FLOW (Gallons per Year)	1,825,000	\$1,022.00	\$1,277.50	\$1,368.75	\$1,460.00
BOD Loading (Pounds per Year > 300 mg/l)	0	\$0.00	\$0.00	\$0.00	\$0.00
TSS Loading (Pounds per Year > 300 mg/l)	0	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ESTIMATED ANNUAL SEWER CHARGE		\$1,022.00	\$1,277.50	\$1,368.75	\$1,460.00
Controlled Power					
FLOW (Gallons per Year)	146,000	\$81.76	\$102.20	\$109.50	\$116.80
BOD Loading (Pounds per Year > 300 mg/l)	0	\$0.00	\$0.00	\$0.00	\$0.00
TSS Loading (Pounds per Year > 300 mg/l)	0	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ESTIMATED ANNUAL SEWER CHARGE		\$81.76	\$102.20	\$109.50	\$116.80
Crown Cork & Seal					
FLOW (Gallons per Year)	1,095,000	\$613.20	\$766.50	\$821.25	\$876.00
BOD Loading (Pounds per Year > 300 mg/l)	0	\$0.00	\$0.00	\$0.00	\$0.00
TSS Loading (Pounds per Year > 300 mg/l)	0	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ESTIMATED ANNUAL SEWER CHARGE		\$613.20	\$766.50	\$821.25	\$876.00

DATE: FEBRUARY 19, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 31 - 2008

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Composting Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, 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, are hereby authorized and directed to enter into the Composting Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District.

Section 2:

A copy of the grant agreement is attached hereto as exhibit "A".

Section 3:

The grant is in the amount of Sixty Thousand Seven Hundred Ninety Dollars (\$60,790.00) and is accepted pursuant to the terms of the grant agreement.

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 grant agreement be entered into for the efficient operation of the composting program for 2008. 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 _____ 2008

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

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

2008 COMPOSTING MAKES SENSE GRANT

AGREEMENT BETWEEN CITY OF MASSILLON AND THE STARK-TUSCARAWAS-WAYNE JOINT SOLID WASTE MANAGEMENT DISTRICT

THIS AGREEMENT is made and entered into this 1st day of **January, 2008** by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board), and the **City of Massillon** (the Grantee), under the circumstances summarized in the following recitals:

WHEREAS, the District is a joint solid waste management district established by the Counties of Stark, Tuscarawas and Wayne (the "Counties") in accordance with O.R.C. §343.01 for the purposes of implementing solid waste management planning and providing for, or causing to be provided for, the safe and sanitary management of solid wastes within all of the incorporated and unincorporated territory of the District;

WHEREAS, the Grantee has submitted an application in the form attached as Exhibit E (the Application) to the District for a grant (the Grant) to provide funding for the composting program described therein (the Program); and

WHEREAS, the Board has determined, based upon its review of the Application, that the Grant should be awarded in the amount of \$60,790.00 to provide funding for portions of the Program, and that fees levied and appropriated by the Board for the purpose of funding composting programs (Composting Makes Sense), in connection with implementation of the District's Solid Waste Management Plan as implemented on December 21, 2006; and

WHEREAS, the Board has authorized its Chairperson to execute and deliver this Agreement with the Grantee relating to the administration of the Grant; and

WHEREAS, the Grantee has been authorized by its governing body to enter into this Agreement;

WHEREAS, the Grantee asserts it has a recycling program for plastics and paper at its main office location.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the District and the Grantee agree as follows:

Section 1. Grant Award Disbursements to the Grantee, and Use of Disbursements

1.01 The District hereby agrees to pay the Grantee, subject to the provisions of Section 6 of this Agreement and paragraph 1.02 of this section, the 2008 Grant in the aggregate amount of \$60,790.00 for the Grant Purposes as stated in the subject application attached as Exhibit E, payable as follows:

- (i) At the end of the first quarter in accordance with Section 2.01 for the period ending March 31, 2008, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section vi below) pursuant to Section V of the Plan.
- (ii) At the end of the second quarter in accordance with Section 2.01 for the period ending June 30, 2008, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section vi below) pursuant to Section V of the Plan. If the total of quarter one and quarter two is less than half of the total grant amount, the Grantee will receive the balance of the first half of the grant amount in Transition Funding pursuant to Section V of the Plan.
- (iii) At the end of the third quarter in accordance with Section 2.01 for the period ending September 30, 2008, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section vi below) pursuant to Section V of the Plan.
- (iv) At the end of the fourth quarter in accordance with Section 2.01 for the period ending December 31, 2008, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section vi below) pursuant to Section V of the Plan. If the total of quarter three and quarter four is less than one half of the total grant amount, the Grantee will receive the balance of the second half of the grant amount in Transition Funding pursuant to Section V of the Plan.
- (v) If the Grantee composts enough tonnage to exceed the grant amounts, the Grantee will be paid by the ton only and no transition funding will be paid by the District.
- (vi) Incentives are defined in the District's Solid Waste Management Plan as:
 - (a) Yard waste programs that provide at least monthly collection, nine months out of the year (excluding December, January and February) will receive an additional \$5.00 per ton for each ton of yard waste diverted.
 - (b) Programs that provide educational information to their constituents on backyard composting and mulching of grass will receive an additional \$5.00 per ton.
 - (c) These incentives are cumulative to a maximum of \$25.00 per ton.

(d) Composting Makes \$ense grant monies.

(e) Composting Makes \$ense grant recipients may only use grant money to support yard waste management programs. Earned money may be to offset costs for other expenditures relative to the recipients composting programs including equipment purchases, costs for transporting materials to composting facilities, etc.

1.02 The Grantee agrees not to expend, without the prior written consent of the District, any monies disbursed to it as proceeds of the 2008 Grant for any purpose other than to pay or reimburse direct or indirect costs incurred by the Grantee that are reasonably allocable to the performance in 2008 of the Grant Purposes as stated in the subject application attached as Exhibit E, including, properly allocable direct and indirect personnel, equipment and office costs and expenses. The purchase, ownership, use, disposition and insurance of equipment by the Grantee with 2008 Grant funding from the District shall also be subject to the provisions of Section 3.

1.03 Any moneys disbursed or to be disbursed to the Grantee under this Agreement that have not been expended or encumbered for expenditure and accounted for to the District, as of December 31, 2008, for the performance in 2008 of Grant Purposes as stated in the subject application attached as Exhibit E, shall be repaid to the District not later than March 1, 2009. The provisions of this paragraph 1.03 of Section 1 shall survive the termination of this Agreement.

Section 2. Progress Reports; Program Accountability

2.01 Grantee shall prepare and submit progress reports in the form attached here to as Exhibit B (the Quarterly Report) and Exhibit A (the Quarterly Invoice), on the Status of the Program to the Board on each of the dates set forth below, each such report to be prepared, completed, and signed in form and a manner satisfactory to the Treasurer. Each progress report shall set forth the purpose for which Grant funds have been expended and the extent to which Program objectives have been achieved. Reports are due to the District 30 days from the close of the quarter. Payment to the Grantee shall be made within 45 days of receipt of the quarterly report.

(i) **April 30, 2008** for January 1 – March 31, 2008.

(ii) **July 31, 2008** for April 1 – June 30, 2008.

(iii) **October 31, 2008** for July 1 – September 30, 2008; and

(iv) **January 31, 2009** for October 1 – December 31, 2008.

2.02 Fundable expenses are described in Exhibit C. The Grantee is expected to expend grant monies in conformity with Exhibit C.

Section 3. Compliance with Federal Law; State Law; and Districts' Solid Waste Management Plan

The Grantee agrees to comply with all applicable federal, State and local laws in the performance of any and all activities contemplated by this Agreement. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex or any disability. No employee/employer relationship exists between the District and the Grantee. The Grantee accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required of the Grantee for the employees engaged by it for the performance of any activities contemplated by this Agreement and agrees to hold the District and Board of Directors harmless from the same. The Grantee will comply with all applicable provisions of the Districts' Solid Waste Management Plan, including but not limited to, requirements imposed upon the Grantee by the Grant Administrator; Treasurer; Director, or Assistant Director.

Section 4. Deposit of Moneys and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically:

- (i) any monies disbursed to it under this Agreement,
- (ii) the purpose for which any such moneys are expended, and
- (iii) the balance of any such moneys that remain unexpended (those unexpended moneys, for the purpose of this Agreement, being deemed to constitute and hereinafter referred to as the "Solid Waste Assistance Account").

All books, records and materials, financial or otherwise, pertinent to the financial assistance provided by the District to the Grantee under this Agreement shall upon reasonable notice by the Board of Directors or any authorized representative thereof be available for inspection by the Board of Directors or any authorized representative thereof, including without limitation the Treasurer of the District. The Board of Directors or its representative shall, at the cost and expense of the District, be entitled to make, or to receive upon reasonable request, copies of those records. The provisions of this Section 4 shall survive the termination of this Agreement. (See Exhibit "D")

Section 5. Liability Indemnification

The Grantee agrees and acknowledges that the Board of Directors, any committee or subcommittee of the Board of Directors, the District, all officers, employees and agents of the foregoing (collectively the "Indemnitees"), shall not be liable for losses, penalties, damages, settlements, costs or liabilities of any kind or character arising out of or in connection with any acts or omissions of the Grantee, negligent or otherwise, or of its employees, officers, agents or independent contractors including without limitation any damages or costs, including attorneys fees, or other expenses incurred in defending against any action arising out of any such act or omission and that the Grantee shall indemnify and hold the Indemnitees harmless from the same.

Section 6. Termination; Repayment to the District

6.01 Either the District or the Grantee may terminate this Agreement at its option and discretion, with or without cause, by providing not fewer than 30 days written notice to the other party. Upon receipt by the Grantee or the giving by the Grantee of any such notice of termination Grantee shall not incur any additional obligations, and shall use its best efforts to cancel any obligations previously incurred.

6.02 The Grantee shall repay to the District, on the effective date of any termination, the balance in the Solid Waste Assistance Account subject to the provisions below. The Grantee may retain a portion of the balance in the Solid Waste Assistance Account equal to any amount which is encumbered for the payment of non-cancelable obligations properly incurred by the Grantee for the performance in 2008 of the Grant Purposes prior to its receipt or giving of notice of termination, provided however that the Grantee shall provide to the District a complete accounting of any such amounts including the names and contact information for the relevant contracting parties. If the Grantee shall retain any portion of the Solid Waste Assistance Account under this Section 6, the Grantee shall waive any and all claims it may have against the District or the Board of Directors with reference to the obligation for which it retains sums and the Grantee hereby agrees to hold the District and Board of Directors harmless from any liabilities arising under such obligations. The provisions of this Section 6 shall survive the termination of this Agreement.

6.03 The Grantee shall repay the District all sums received pursuant to this Grant if the District determines the monies have not been used in compliance with the Grantee's grant application and/or grant purposes. All sums used in a non-conforming manner will be repaid to the District within thirty (30) days of the Grantee's receipt of the District's written demand for the same.

Section 7. Notices

All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

If to the Grantee: Ms. Linda McGill
City of Massillon
One James Duncan Plaza
Massillon, OH 44646

If to the District: Stark-Tuscarawas-Wayne Joint Solid
Waste Management District
9918 Wilkshire Boulevard NE
Bolivar, Ohio 44612
Attention: Grant Administrator

The Grantee or the District may, by notice given hereunder, change or modify the above notice contact information.

Section 8. Source of Financial Assistance; Extent of Covenants: No Personal Liability

8.01 The District and the Grantee hereby acknowledge and agree that moneys payable to the Grantee under this Agreement are and shall be payable solely from any moneys on deposit from time to time in the Special Account and available for that purpose, and that amounts payable to the Grantee under this Agreement are not payable from any other moneys of the District, the Board of Directors or the Policy Committee or from any moneys of Stark County, Tuscarawas County or Wayne County. This Agreement does not and shall not constitute a general obligation of the District, the Board of Directors or the Policy Committee or any of the Counties. The Grantee shall not be entitled under this Agreement to the disbursement of any additional moneys from the District to pay or reimburse the cost of activities within the Grant Purposes the cost of which exceeds the amounts to be made available for the Grant Purposes under Section 2 of this Agreement. The District may, in its sole discretion, appropriate and disburse additional moneys to the Grantee for activities within the Grant Purposes.

8.02 All covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors to the full extent authorized by law and permitted by the Constitution of the State. No covenant, stipulation, obligation or agreement of the Grantee, the District, or the Board of Directors contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Grantee, the District, or the Board of Directors in other than that person's official capacity.

Section 9. Integration and Binding Effect

This Agreement embodies the entire agreement of the parties. There are not any promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Subject to the other provisions of this Agreement, This Agreement shall inure to the benefit of and shall be binding upon the Grantee and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party.

Section 10. Amendments, Changes and Modifications

This Agreement may not be effectively amended, changed, modified or added to except by an instrument executed in the same manner as this Agreement approved by each party hereto at such time.

Section 11. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 12. Severability

In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 13. Construction

The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable State or federal laws or regulations issued thereunder, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

Section 14. Captions and Headings

The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 15. Laws of State Govern

This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the District, acting by and through the Board, and the Grantee, have caused this Agreement to be executed and to be effective on the date set forth above.

GRANTEE: CITY OF MASSILLON

Signature & Title

Date

Signature & Title

Date

STARK-TUSCARAWAS-WAYNE JOINT SOLID WASTE MANAGEMENT DISTRICT

Signature & Title

Chairperson, Board of Directors

Date

CERTIFICATE

As Fiscal Officer of the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, I certify that the money required to meet the obligations of the District during the year 2008 under the Grant Agreement to which this Certificate is attached has been lawfully appropriated by the Board of Directors of the District for such purposes and is in the treasury of the District or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____

Treasurer
Stark-Tuscarawas-Wayne Joint Solid
Waste Management District

EXHIBIT A
QUARTERLY INVOICE

Type of Grant: Composting Makes Sense

Year: _____

Grantee: _____

Quarter: _____

Prepared By: _____

Date: _____

INCOME

District Grant (received during this quarter)	\$ _____
Local Money	_____
Other Income _____	_____
Other Income _____	_____
Other Income _____	_____

TOTAL INCOME \$ _____

EXPENSES

I. Personnel

A. Salaries	\$ _____
B. Benefits	_____
Total Personnel	\$ _____

II. Supplies

A. General Administration Supplies	\$ _____
B. Motor Vehicle Fuel, Supplies & Parts	_____
C. Printed Materials & Information	_____
D. Property Maintenance/Repair, Supplies & Parts	_____
E. Other Supplies*	_____
Total Supplies	\$ _____

*Itemize on a separate sheet

III. Purchased & Contracted Supplies

A. Communications & Publicity	\$ _____
B. Insurance	_____
C. Professional Services	_____
D. Property Maintenance, Repair & Security	_____
E. Rents/Leases	_____
F. Travel & Meeting Expenses	_____
G. Utilities	_____
H. Other Purchased & Contracted Services*	_____
Total Purchased & Contracted Services	\$ _____

IV. Capital Expenditures

A. Buildings	\$ _____
B. Building Improvements	_____
C. Equipment	_____
D. Furniture	_____
E. Land	_____
F. Motor Vehicles	_____
G. Other Capital Expenditures*	_____
Total Capital Expenditures	\$ _____

Total I. Personnel

Total II. Supplies

Total III. Purchased & Contracted Services

Total IV. Capital Expenditures

Sub-Total of Expenses

\$ _____

OTHER EXPENSES (Buy Back Centers Only)

Amount Paid Out for Recyclables	\$ _____
---------------------------------	----------

TOTAL EXPENSES

\$ _____

EXHIBIT B
QUARTERLY REPORT

Type of Grant: Composting Makes Sense

Year: _____

Grantee: _____

Quarter: _____

Prepared By: _____

Date: _____

<u>Categories</u>	<u>Tons Recycled</u> (List in Tons ONLY)	<u>Outlet*</u>	<u>\$ Received</u>
A. Yardwaste/Composting	_____ tons	_____	\$ _____
TOTAL	_____ tons		\$ _____

CERTIFICATION

The undersigned hereby certifies in accordance with Sections 1.02 and 2.01 of the Agreement made and entered into as of the _____ day of _____, 2008 by and between the Grant Recipient and the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, that the above report is true and accurate.

Signature/Title

Date

*Please ID the business that accepts or buys your recyclables. If more than one business accepts the same category, please list approximate recycled tonnage for each business. Please attach a copy of all weight slips provided to you by the business or recycling center that accepts your recyclables.

EXHIBIT C

Fundable Expenses

Advertising & Printing:

- Develop, produce and/or place newspaper, magazine, bill board, bus card, movie theater trailers, radio, television and other forms of advertising.
- Produce, print and distribute (including postage) brochures, banners or other awareness materials; purchase and process film; produce informational videos
- Produces printed publicity for education resource material, competition guidelines and other materials used in competitions
- Special event booth rental, educational entertainment and parade float construction costs

Contracts:

Contracts over the costs of necessary for services of public or private contractors to implement an activity. Allowable contract costs include, but are not limited to:

- Implementing activities with community outreach components, including web site development regarding source reduction, recycling and litter prevention
- Research and surveys associated with social marketing to determine barriers and motivations for public participation in recycling and litter prevention
- Collection, storing, processing and/or transporting recyclables, or leasing or renting equipment used to collect, store, process and/or transport recyclables

Equipment:

Typically, 'equipment' is defined as durable goods-generally, non-expendable items that last more than a year. Grantees must maintain own and inventory all equipment costing \$300 or more. Equipment included such items as:

- Slide, overhead and video projectors, 35 mm, digital photo and video cameras and durable education tools, molds, etc.
- Construction or purchase of materials to update portable displays
- Purchase Microsoft Windows-compatible computers, peripherals and hardware upgrades
- Purchase, lease or lease-to-purchase vehicles utilized in approved activities
- Purchase, upgrade and repair equipment used to collect, store, process and/or transport recyclables including collection vehicles, containers, prefabricated container pads and/or hardware, hand trucks, reusable liners, conveyors and balers

If any 'recycling equipment' will be placed on private property, the grantee must have a use agreement with the private property owner for the entire grant period, and the equipment will remain the property of the grantee.

Fringes:

- Workers' compensation, unemployment compensation, public employees retirement, social security, medical insurance and hospitalization for that portion of employee salaries dedicated to implement grant-funded activities

Overhead:

- Miscellaneous support items and office supplies as well as clerical support services used to directly implement an activity (for example, monthly office long distance phone bills and monthly office Internet access charges).

Salaries:

- That portion of staff wages dedicated to implement grant-funded activities

Service Fees:

- Lease facilities utilized in recycling activities.
- Landfill and/or transfer station disposal fees for litter collected in a litter collection activity

Supplies:

Typically, 'Supplies' refers to expendable items that last less than one year or are depleted within one year.

- Purchase or rent materials such as books, worksheets, videos, slide programs, copyrights, trade publication subscriptions and other items used in classroom presentations or teacher workshops
- Materials to update portable displays, recycled-contents product samples, paper, poster board, paint, brushes, markers, audio/video tape and related expendable office supplies
- Windows XP Professional, Microsoft Windows 2000 or compatible computer software that supports the latest professional version
- Tools, first-aid supplies and safety supplies such as highway safety signs, cones, hard hats and vests
- Curbside, office/facility and other recycling containers, trash bags, recycling container liners, as well as bags, tags, stickers and other bag and container identifiers
- Materials needed to make site improvements

Travel & Expenses:

- Either lease maintenance, fuel or insurance or actual mileage expense at \$.30 per mile, but not both, for vehicles used in program activities
- Transportation, meals, lodging, conference room rental, parking and registration fees for source reduction, recycling, litter prevention and other grant-related meetings, training, workshops and conferences.

Other:

- Liability insurance for grant-funded personnel, equipment and activities
- Gift certificates, awards and other recognition certificates.
- Promotional items such as decals, patches, buttons, pencils, pens, T-shirts, magnets, car litter bags, etc.
- Signs for litter collection and recycling efforts
- Purchase, lease, lease-to-purchase or build buildings utilized in approved activities and any improvements made to such building
- Annual membership dues for source reduction, recycling, litter prevention, environmental education and other grant-related organizations such as the Organization of Solid Waste Districts of Ohio (OSWDO), the Solid Waste Association of North America (SWANA), the Ohio Association of Litter Prevention & Recycling Professionals (OALPRP), the Eastern Ohio Solid Waste Professionals (EOSWP), the National Recycling Coalition (NRC) and Keep America Beautiful (KAB).

All other related expenses not included on this list must be preapproved in writing by the District.

EXHIBIT D

**STATEMENT AS TO COSTS INCURRED,
ACCOUNT BALANCE AND SERVICES PERFORMED**

The undersigned _____ of the County of _____, Ohio, hereby certifies in accordance with Section 4 of the Grant Agreement dated as of _____, 2008 (the "Agreement"), between the _____ (the "Grantee"), and the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the "District"), acting by and through its Board of Directors, that:

- 1) The total amount of direct and indirect costs paid by the Grantee [for the calendar quarter ended March 31, 2008] [for the calendar quarter ended June 30, 2008] [for the calendar quarter ended September 30, 2008] [for the calendar quarter ended December 31, 2008] that were or are reasonably allocable to the performance in 2008 of the Grant Purposes (as defined in the Agreement) was \$ _____.
- 2) The cash balance in the Solid Waste Assistance Account as of [March 31] [June 30] [September 30] [December 31], 2008 was \$ _____, and as of that date, the Grantee had expended, or encumbered for expenditure, from that Account, an amount not less than \$ _____ for the performance in 2008 of the Grant Purposes;
- 3) The undersigned _____, in furtherance of the Grant Purposes [for the calendar quarter ended March 31, 2008] [for the calendar quarter ended June 30, 2008] [for the calendar quarter ended September 30, 2008] [for the calendar quarter ended December 31, 2008] participated in the following activities related to the grant purposes:
- 4) All moneys disbursed to the Grantee under the Agreement representing proceeds of the Grant have been or will be expended solely for the performance of the Grant Purposes.

Dated: _____

Grantee

DATE: FEBRUARY 19, 2008

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 32 - 2008

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, 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 Director of Public Service and Safety of the City of Massillon, Ohio, are hereby authorized and directed to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District.

Section 2:

A copy of the grant agreement is attached hereto as exhibit "A".

Section 3:

The grant is in the amount of Thirty-One Thousand Three Hundred Eighty Dollars (\$31,380.00) and is accepted pursuant to the terms of the grant agreement.

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 grant agreement be entered into for the efficient operation of the recycling program for 2008. 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 _____ 2008

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

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

2008 RECYCLING MAKES SENSE GRANT

AGREEMENT BETWEEN THE CITY OF MASSILLON AND THE STARK-TUSCARAWAS-WAYNE JOINT SOLID WASTE MANAGEMENT DISTRICT

THIS AGREEMENT is made and entered into this 1st day of January, 2008 by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board), and the City of Massillon (the Grantee), under the circumstances summarized in the following recitals:

WHEREAS, the District is a joint solid waste management district established by the Counties of Stark, Tuscarawas and Wayne (the "Counties") in accordance with O.R.C. §343.01 for the purposes of implementing solid waste management planning and providing for, or causing to be provided for, the safe and sanitary management of solid wastes within all of the incorporated and unincorporated territory of the District;

WHEREAS, the Grantee has submitted an application in the form attached as Exhibit E (the Application) to the District for a grant (the Grant) to provide funding for the recycling program described therein (the Program); and

WHEREAS, the Board has determined, based upon its review of the Application, that the Grant should be awarded in the amount of \$31,830.00 to provide funding for portions of the Program, and that fees levied under Division (B) of Section 3734.57 of the Revised Code and appropriated by the Board for the purpose of funding recycling programs (Recycling Makes Sense) in connection with implementation of the District's Solid Waste Management Plan, as implemented on December 21, 2006; and

WHEREAS, the Board has authorized its Chairperson to execute and deliver this Agreement with the Grantee relating to the administration of the Grant; and

WHEREAS, the Grantee has been authorized by its governing body to enter into this Agreement;

WHEREAS, the Grantee asserts it has a recycling program for plastics and paper at its main office location.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the District and the Grantee agree as follows:

Section 1. Grant Award Disbursements to the Grantee, and Use of Disbursements

1.01 The District hereby agrees to pay the Grantee, subject to the provisions of Section 6 of this Agreement and paragraph 1.02 of this section, the 2008 Grant in the aggregate amount of \$31,830.00 for the Grant Purposes as stated in the subject application attached as Exhibit E, payable as follows:

- (i) At the end of the first quarter in accordance with Section 2.01 for

the period ending March 31, 2008, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section vi below) pursuant to Section V of the Plan.

(ii) At the end of the second quarter in accordance with Section 2.01 for the period ending June 30, 2008, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section vi below) pursuant to Section V of the Plan. If the total of quarter one and quarter two is less than half of the total grant amount, the Grantee will receive the balance of the first half of the grant amount in Transition Funding pursuant to Section V of the Plan.

(iii) At the end of the third quarter in accordance with Section 2.01 for the period ending September 30, 2008, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section vi below) pursuant to Section V of the Plan.

(iv) At the end of the fourth quarter in accordance with Section 2.01 for the period ending December 31, 2008, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section vi below) pursuant to Section V of the Plan. If the total of quarter three and quarter four is less than one half of the total grant amount, the Grantee will receive the balance of the second half of the grant amount in Transition Funding pursuant to Section V of the Plan.

(v) If the Grantee recycles enough tonnage to exceed the grant amounts, the Grantee will be paid by the ton only and no transition funding will be paid by the District.

(vi) Incentives are defined in the District's Solid Waste Management Plan as:

(a) Drop-off Recycling Programs that demonstrate that at least 90% of the residential sector population in its county have access to recycling opportunities and are open at least 40 hours per week will receive an additional \$5.00 per ton.

(b) Non-Subscription Curbside Recycling Programs that offer collection service at least one time per week and demonstrate that at least 90% of the residential sector population in its county have access to recycling opportunities will receive an additional \$10.00 per ton.

(1) These programs must provide for the collection of at least 5 materials chosen from the following list: old corrugated cardboard, mixed paper, newspaper, glass containers, HHW, yard waste, wood packaging and pallets, scrap tires, steel containers, aluminum containers, plastic containers, lead acid batteries, used motor oil, textiles, and major appliances.

(2) These programs will receive an additional \$5.00 per ton if they provide for the collection of a minimum of seven materials selected from the list hereinabove.

(3) Curbside programs that can demonstrate a performance standard in 2007 of diverting 40 pounds of recyclables per person will receive an additional \$5.00 per ton. Drop off programs will be paid an additional \$5.00 pr ton if they demonstrate a performance standard of diverting 20 pounds of recyclables per person in 2007.

(c) These incentives are cumulative to a maximum of \$40.00 per ton for drop off recycling programs and \$45.00 per ton for non-subscription curbside recycling programs.

(d) Recycling Makes Sense grant recipients may use grant money to support recycling programs. Earned money can be used to offset the costs for other expenditures relative to the recipients recycling programs including equipment purchases, processing of collected materials, etc.

1.02 The Grantee agrees not to expend, without the prior written consent of the District, any monies disbursed to it as proceeds of the 2008 Grant for any purpose other than to pay or reimburse direct or indirect costs incurred by the Grantee that are reasonably allocable to the performance in 2008 of the Grant Purposes as stated in the subject application attached as Exhibit E, including, properly allocable direct and indirect personnel, equipment and office costs and expenses. The purchase, ownership, use, disposition and insurance of equipment by the Grantee with 2008 Grant funding from the District shall also be subject to the provisions of Section 3.

1.03 Any moneys disbursed or to be disbursed to the Grantee under this Agreement that have not been expended or encumbered for expenditure and accounted for to the District, as of December 31, 2008, for the performance in 2008 of Grant Purposes as stated in the subject application attached as Exhibit E, shall be repaid to the District not later than March 1, 2009,

unless specifically addressed in writing by the District. The provisions of this paragraph 1.03 of Section 1 shall survive the termination of this Agreement.

Section 2. Progress Reports; Program Accountability

2.01 Grantee shall prepare and submit progress reports in the form attached here to as Exhibit B (the Quarterly Report), and the Quarterly Invoice (Exhibit A) on the Status of the Program to the Board on each of the dates set forth below, each such report to be prepared, completed, and signed in form and a manner satisfactory to the Treasurer. Each progress report shall set forth the purpose for which Grant funds have been expended and the extent to which Program objectives have been achieved.

- (i) **April 30, 2008** for January 1 – March 31, 2008.
- (ii) **July 31, 2008** for April 1 – June 30, 2008.
- (iii) **October 31, 2008** for July 1 – September 30, 2008; and
- (iv) **January 31, 2009** for October 1 – December 31, 2008.

2.02 Fundable expenses are described in Exhibit C. The Grantee is expected to expend grant monies in conformity with Exhibit C.

Section 3. Compliance with Federal Law; State Law; and the District's Solid Waste Management Plan

The Grantee agrees to comply with all applicable federal, State and local laws in the performance of any and all activities contemplated by this Agreement. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex or any disability. No employee/employer relationship exists between the District and the Grantee. The Grantee accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required of the Grantee for the employees engaged by it for the performance of any activities contemplated by this Agreement and agrees to hold the District and Board of Directors harmless from the same. The Grantee will comply with all applicable provisions of the Districts' Solid Waste Management Plan, including but not limited to, requirements imposed upon the Grantee by the Districts' Grant Administrator; Treasurer; Director; or Assistant Director.

Section 4. Deposit of Monies and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically:

- (i) any moneys disbursed to it under this Agreement,
- (ii) the purpose for which any such moneys are expended, and

- (iii) the balance of any such moneys that remain unexpended (those unexpended moneys, for the purpose of this Agreement, being deemed to constitute and hereinafter referred to as the "Solid Waste Assistance Account").

All books, records and materials, financial or otherwise, pertinent to the financial assistance provided by the District to the Grantee under this Agreement shall upon reasonable notice by the Board of Directors or any authorized representative thereof be available for inspection by the Board of Directors or any authorized representative thereof, including without limitation the Treasurer of the District. The Board of Directors or its representative shall, at the cost and expense of the District, be entitled to make, or to receive upon reasonable request, copies of those records. The provisions of this Section 4 shall survive the termination of this Agreement.

Section 5. Liability Indemnification

The Grantee agrees and acknowledges that the Board of Directors, the Policy Committee, any committee or subcommittee of the Board of Directors, the District, all officers, employees and agents of the foregoing (collectively the "Indemnitees"), shall not be liable for losses, penalties, damages, settlements, costs or liabilities of any kind or character arising out of or in connection with any acts or omissions of the Grantee, negligent or otherwise, or of its employees, officers, agents or independent contractors including without limitation any damages or costs, including attorneys fees, or other expenses incurred in defending against any action arising out of any such act or omission and that the Grantee shall indemnify and hold the Indemnitees harmless from the same

Section 6. Termination; Repayment to the District

6.01 Either the District or the Grantee may terminate this Agreement at its option and discretion, with or without cause, by providing not fewer than 30 days written notice to the other party. Upon receipt by the Grantee or the giving by the Grantee of any such notice of termination Grantee shall not incur any additional obligations, and shall use its best efforts to cancel any obligations previously incurred.

6.02 The Grantee shall repay to the District, on the effective date of any termination, the balance in the Solid Waste Assistance Account subject to the provisions below. The Grantee may retain a portion of the balance in the Solid Waste Assistance Account equal to any amount which is encumbered for the payment of non-cancelable obligations properly incurred by the Grantee for the performance in 2008 of the Grant Purposes prior to its receipt or giving of notice of termination, provided however that the Grantee shall provide to the District a complete accounting of any such amounts including the names and contact information for the relevant contracting parties. If the Grantee shall retain any portion of the Solid Waste Assistance Account under this Section 6, the Grantee shall waive any and all claims it may have against the District or the Board of Directors with reference to the obligation for which it retains sums and the Grantee hereby agrees to hold the District and Board of Directors harmless from any liabilities arising under such obligations.

6.03 The Grantee shall repay the District all sums received pursuant to this Grant if the District determines the monies have not been used in compliance with the Grantee's grant application and/or grant purposes. All sums used in a non-conforming manner will be repaid to the District within thirty (30) days of the Grantee's receipt of the District's written demand for the same.

Section 7. Notices

All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

If to the Grantee: Ms. Linda McGill
City of Massillon
One James Duncan Plaza
Massillon, OH 44646

If to the District: Stark-Tuscarawas-Wayne Joint Solid
Waste Management District
9918 Wilkshire Boulevard NE
Bolivar, Ohio 44612
Attention: Grant Administrator/Program Auditor

The Grantee or the District may, by notice given hereunder, change or modify the above notice contact information.

Section 8. Source of Financial Assistance; Extent of Covenants: No Personal Liability

8.01 The District and the Grantee hereby acknowledge and agree that moneys payable to the Grantee under this Agreement are and shall be payable solely from any moneys on deposit from time to time in the Special Account and available for that purpose, and that amounts payable to the Grantee under this Agreement are not payable from any other moneys of the District, the Board of Directors or the Policy Committee or from any moneys of Stark County, Tuscarawas County or Wayne County. This Agreement does not and shall not constitute a general obligation of the District, the Board of Directors or the Policy Committee or any of the Counties. The Grantee shall not be entitled under this Agreement to the disbursement of any additional moneys from the District to pay or reimburse the cost of activities within the Grant Purposes the cost of which exceeds the amounts to be made available for the Grant Purposes under Section 2 of this Agreement. The District may, in its sole discretion, appropriate and disburse additional moneys to the Grantee for activities within the Grant Purposes.

8.02 All covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors to the full extent authorized by law and permitted by the Constitution of the State. No covenant, stipulation, obligation or agreement of the Grantee, the District, or the Board of Directors contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement

of any present or future member, officer, agent or employee of the Grantee, the District, or the Board of Directors in other than that person's official capacity.

Section 9. Integration and Binding Effect

This Agreement embodies the entire agreement of the parties. There are not any promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Subject to the other provisions of this Agreement, This Agreement shall inure to the benefit of and shall be binding upon the Grantee and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party.

Section 10. Amendments, Changes and Modifications

This Agreement may not be effectively amended, changed, modified or added to except by an instrument executed in the same manner as this Agreement approved by each party hereto at such time.

Section 11. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 12. Severability

In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 13. Construction

The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable State or federal laws or regulations issued thereunder, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

Section 14. Captions and Headings

The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 15. Laws of State Govern

This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the District, acting by and through the Board, and the Grantee, have caused this Agreement to be executed and to be effective on the date set forth above.

GRANTEE: CITY OF MASSILLON

Signature & Title

Date

Signature & Title

Date

STARK-TUSCARAWAS-WAYNE JOINT SOLID WASTE MANAGEMENT DISTRICT

Chairperson, Board of Directors
Signature & Title

Date

CERTIFICATE

As Fiscal Officer of the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, I certify that the money required to meet the obligations of the District during the year 2008 under the Grant Agreement to which this Certificate is attached has been lawfully appropriated by the Board of Directors of the District for such purposes and is in the treasury of the District or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____

Treasurer

Stark-Tuscarawas-Wayne Joint Solid
Waste Management District

EXHIBIT A
QUARTERLY INVOICE

Year of _____

Type of Grant: Recycling Makes Sense

Grantee: _____

Quarter: _____

Prepared By: _____

Date: _____

Phone: _____

E-mail: _____

INCOME

2008 District Grant (received during this quarter only) \$ _____

Local Money _____

Other Income _____

Other Income _____

Other Income _____

TOTAL INCOME \$ _____

EXPENSES

I. Personnel

A. Salaries \$ _____

B. Benefits _____

Total Personnel \$ _____

II. Supplies

A. General Administration Supplies \$ _____

B. Motor Vehicle Fuel, Supplies & Parts _____

C. Printed Materials & Information _____

D. Property Maintenance/Repair, Supplies & Parts _____

E. Other Supplies* _____

Total Supplies \$ _____

*Itemize on a separate sheet

III. Purchased & Contracted Supplies

A. Communications & Publicity \$ _____
B. Insurance _____
C. Professional Services _____
D. Property Maintenance, Repair & Security _____
E. Rents/Leases _____
F. Travel & Meeting Expenses _____
G. Utilities _____
H. Other Purchased & Contracted Services* _____

Total Purchased & Contracted Services \$ _____

IV. Capital Outlays

A. Buildings \$ _____
B. Building Improvements _____
C. Equipment _____
D. Furniture _____
E. Land _____
F. Motor Vehicles _____
G. Other Capital Outlays* _____

Total Capital Outlays \$ _____

Total Personnel _____

Total Supplies _____

Total Purchased & Contracted Services _____

Total Capital Outlays _____

Sub-Total of Expenses \$ _____

OTHER EXPENSES (Buy Back Centers Only)

Amount Paid Out for Recyclables \$ _____

TOTAL EXPENSES \$ _____

EXHIBIT B
QUARTERLY REPORT

Year of _____ Type of Grant: Recycling Grant

Grantee: _____ Quarter: _____

Prepared By: _____ Date: _____

<u>Categories</u>	<u>Tons Recycled</u> (List in Tons ONLY)	<u>Outlet*</u>	<u>\$ Received</u>
A. Aluminum			
1. Cans	_____	_____	_____
2. Siding	_____	_____	_____
3. Other (Specify):	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Aluminum	_____ tons		\$ _____
 B. Bimetal Cans			
	_____ tons	_____	\$ _____
 C. Glass			
1. Clear	_____	_____	_____
2. Brown	_____	_____	_____
3. Green	_____	_____	_____
4. Other (Specify):	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Glass	_____ tons		\$ _____

*Please ID the business that accepts or buys your recyclables. If more than one business accepts the same category, please list approximate recycled tonnage for each business. Please attach a copy of all weight slips provided to you by the business or recycling center that accepts your recyclables.

CategoriesTons Recycled
(List in Tons ONLY)Outlet*\$ Received**D. Plastics**

1. PETE (1#, i.e. 2-liter bottles) _____
2. HDPE (#2, i.e. milk jug) _____
3. Polystyrene _____
4. PVC _____
5. Other (Specify): _____

Total Plastics _____ tons \$ _____

E. Paper Products

1. Newsprint _____
2. Office _____
3. Computer _____
4. Corrugated _____
5. Magazines _____
6. Other (Specify): _____

Total Paper Products _____ tons \$ _____

F. Wood

1. Pallets _____
2. Other (Specify): _____

Total Wood _____ tons \$ _____

G. Tires _____ tons \$ _____

*Please ID the business that accepts or buys your recyclables. If more than one business accepts the same category, please list approximate recycled tonnage for each business. Please attach a copy of all weight slips provided to you by the business or recycling center that accepts your recyclables.

<u>Categories</u>	<u>Tons Recycled</u> (List in Tons ONLY)	<u>Outlet*</u>	<u>\$ Received</u>
H. White Goods (Appliances)	_____ tons	_____	\$ _____
I. Metals			
1. Ferrous	_____	_____	_____
2. Nonferrous	_____	_____	_____
Total Metals	_____ tons		\$ _____
J. Batteries			
1. Lead Acid	_____	_____	_____
2. Dry Cell	_____	_____	_____
3. All Batteries	_____	_____	_____
Total Batteries	_____ tons		\$ _____
K. Co-Mingled	_____ tons	_____	\$ _____
L. Yard Waste/Composting	_____ tons	_____	\$ _____
M. Other (Specify):			
_____	_____ tons	_____	\$ _____
_____	_____ tons	_____	\$ _____
TOTAL	_____ tons		\$ _____

CERTIFICATION

The undersigned hereby certifies in accordance with Sections 1.02 and 2.01 of the Agreement made and entered into as of the ____ day of _____, 2008 by and between the Grant Recipient and the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, that the above report is true and accurate.

Signature/Title

Date

EXHIBIT C
Fundable Expenses

Advertising & Printing:

- Develop, produce and/or place newspaper, magazine, bill board, bus card, movie theater trailers, radio, television and other forms of advertising.
- Produce, print and distribute (including postage) brochures, banners or other awareness materials; purchase and process film; produce informational videos
- Produces printed publicity for education resource material, competition guidelines and other materials used in competitions
- Special event booth rental, educational entertainment and parade float construction costs

Contracts:

Contracts over the costs of necessary for services of public or private contractors to implement an activity. Allowable contract costs include, but are not limited to:

- Implementing activities with community outreach components, including web site development regarding source reduction, recycling and litter prevention
- Research and surveys associated with social marketing to determine barriers and motivations for public participation in recycling and litter prevention
- Collection, storing, processing and/or transporting recyclables, or leasing or renting equipment used to collect, store, process and/or transport recyclables

Equipment:

Typically, 'equipment' is defined as durable goods-generally, non-expendable items that last more than a year. Grantees must maintain own and inventory all equipment costing \$300 or more. Equipment included such items as:

- Slide, overhead and video projectors, 35 mm, digital photo and video cameras and durable education tools, molds, etc.
- Construction or purchase of materials to update portable displays
- Purchase Microsoft Windows-compatible computers, peripherals and hardware upgrades
- Purchase, lease or lease-to-purchase vehicles utilized in approved activities
- Purchase, upgrade and repair equipment used to collect, store, process and/or transport recyclables including collection vehicles, containers, prefabricated container pads and/or hardware, hand trucks, reusable liners, conveyors and balers

If any 'recycling equipment' will be placed on private property, the grantee must have a use agreement with the private property owner for the entire grant period, and the equipment will remain the property of the grantee.

Fringes:

- Workers' compensation, unemployment compensation, public employees retirement, social security, medical insurance and hospitalization for that portion of employee salaries dedicated to implement grant-funded activities

Overhead:

- Miscellaneous support items and office supplies as well as clerical support services used to directly implement an activity (for example, monthly office long distance phone bills and monthly office Internet access charges).

Salaries:

- That portion of staff wages dedicated to implement grant-funded activities

Service Fees:

- Lease facilities utilized in recycling activities.
- Landfill and/or transfer station disposal fees for litter collected in a litter collection activity

Supplies:

Typically, 'Supplies' refers to expendable items that last less than one year or are depleted within one year.

- Purchase or rent materials such as books, worksheets, videos, slide programs, copyrights, trade publication subscriptions and other items used in classroom presentations or teacher workshops
- Materials to update portable displays, recycled-contents product samples, paper, poster board, paint, brushes, markers, audio/video tape and related expendable office supplies
- Windows XP Professional, Microsoft Windows 2000 or compatible computer software that supports the latest professional version
- Tools, first-aid supplies and safety supplies such as highway safety signs, cones, hard hats and vests
- Curbside, office/facility and other recycling containers, trash bags, recycling container liners, as well as bags, tags, stickers and other bag and container identifiers
- Materials needed to make site improvements

Travel & Expenses:

- Either lease maintenance, fuel or insurance or actual mileage expense at \$.30 per mile, but not both, for vehicles used in program activities
- Transportation, meals, lodging, conference room rental, parking and registration fees for source reduction, recycling, litter prevention and other grant-related meetings, training, workshops and conferences.

Other:

- Liability insurance for grant-funded personnel, equipment and activities
- Gift certificates, awards and other recognition certificates.
- Promotional items such as decals, patches, buttons, pencils, pens, T-shirts, magnets, car litter bags, etc.
- Signs for litter collection and recycling efforts
- Purchase, lease, lease-to-purchase or build buildings utilized in approved activities and any improvements made to such building
- Annual membership dues for source reduction, recycling, litter prevention, environmental education and other grant-related organizations such as the Organization of Solid Waste Districts of Ohio (OSWDO), the Solid Waste Association of North America (SWANA), the Ohio Association of Litter Prevention & Recycling Professionals (OALPRP), the Eastern Ohio Solid Waste Professionals (EOSWP), the National Recycling Coalition (NRC) and Keep America Beautiful (KAB).

All other related expenses not included on this list must be preapproved in writing by the District.

EXHIBIT D

**STATEMENT AS TO COSTS INCURRED,
ACCOUNT BALANCE AND SERVICES PERFORMED**

The undersigned _____ of the County of _____, Ohio, hereby certifies in accordance with Section 4 of the Grant Agreement dated as of _____, 2008 (the "Agreement"), between the _____ (the "Grantee"), and the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the "District"), acting by and through its Board of Directors, that:

- 1) The total amount of direct and indirect costs paid by the Grantee [for the calendar quarter ended March 31, 2008] [for the calendar quarter ended June 30, 2008] [for the calendar quarter ended September 30, 2008] [for the calendar quarter ended December 31, 2008] that were or are reasonably allocable to the performance in 2008 of the Grant Purposes (as defined in the Agreement) was \$ _____.
- 2) The cash balance in the Solid Waste Assistance Account as of [March 31] [June 30] [September 30] [December 31], 2008 was \$ _____, and as of that date, the Grantee had expended, or encumbered for expenditure, from that Account, an amount not less than \$ _____ for the performance in 2008 of the Grant Purposes;
- 3) The undersigned _____, in furtherance of the Grant Purposes [for the calendar quarter ended March 31, 2008] [for the calendar quarter ended June 30, 2008] [for the calendar quarter ended September 30, 2008] [for the calendar quarter ended December 31, 2008] participated in the following activities related to the grant purposes:
- 4) All moneys disbursed to the Grantee under the Agreement representing proceeds of the Grant have been or will be expended solely for the performance of the Grant Purposes.

Dated: _____

GRANTEE

Mary Beth

From: "Julie Jenkins" <JJenkins@massillonohio.com>
To: "Luckring, Joseph" <Joseph.Luckring@nationalcity.com>; <vogt@sssnet.com>; "Moe Rickett" <rickett@ameritech.net>; "Ben Bradley" <bentbradley@sssnet.com>; "Ron Pribich" <rpribich@nfm.net>; "Mary Beth" <council@massillonohio.com>; <ttown34153@aol.com>
Cc: "Kenn Kaminski" <kkaminski@massillonohio.com>; "Rameir Martin" <RMartin@massillonohio.com>; <njohnson@massillonohio.com>; "Legends Shop" <legendsshop@sssnet.com>
Sent: Monday, February 11, 2008 2:06 PM
Subject: Feb 14 Board Meeting

Hello everyone:

Please let this serve as a reminder of the monthly Parks and Recreation Board meeting that will be held this Thursday, Feb. 14 at 3:00 pm here in the Recreation Center.

I would appreciate it if you would let me know if you will or will not be in attendance.

Thank you – see you Thursday!

Julie Jenkins, Office Manager
City of Massillon Parks and Recreation Dept.
Excellence in motion!
505 Erie St., N. Massillon Ohio 44646
330.832-1621 ext. 16
www.massillonohio.com/parks

EXHIBIT "A"

SUBSECTION 925.12(d) TO BE ADDED TO EXISTING SECTION 925.12.

925.12 SEWER CONNECTION PERMIT REQUIRED, FEE

- (d) At the time when the permit and inspection fee is secured per section (b) of this chapter a capacity charge for new connections shall apply and be calculated per the following table. Once the capacity charge fee is calculated it shall be payable at the time the permit and inspection fee is acquired.

USER CLASS	EDU VALUE	CAPACITY CHARGE
Single Family Unit	1.00	\$500.00
Duplex Residential	2.00	\$1,000.00
Each Additional Residential Unit	1.00	\$500.00
Mobile Homes and House Trailers	1.00	\$500.00
Church	0.16	\$80.00
Toilet/Urinal - Each	0.67	\$335.00
Food Prep/Bar Sink (Per Bowl)	0.29	\$145.00
Hair Rinse Sink - Each	0.16	\$80.00
Slop Sink - Each	0.17	\$85.00
Hotel/Motel	1.14	\$570.00
Hotel/Motel – Each Bedroom	0.17	\$85.00
Rooming House	0.97	\$485.00
Rooming House – Each Bedroom	0.17	\$85.00
Hospitals/Nursing Homes (Per Employee/Patient)	0.14	\$70.00
Sports Facility/Arena (Per 100 Seats)	0.02	\$10.00
Laundromat or Coin Operated Machine	0.59	\$295.00
Commercial Laundries (By Pound)	0.07	\$35.00
Car Washes - Each Single Stall Manual	1.19	\$595.00
Car Washes - Each Single Stall Automatic	3.96	\$1,980.00
Car Washes - Each Drive-Through Automatic	25.00	\$12,500.00
Schools, Public-Private-Day Care (Per Student and Employee)	0.04	\$20.00
Hand Sink - Each	0.12	\$60.00
Showers - Each	0.43	\$215.00
Industrial Employee	0.17	\$85.00 *

* Maximum of \$1,000.00

DATE: FEBRUARY 19, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 33 - 2008

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Parks & Rec. Capital Improvement Fund, Golf Fund, Economic Development Fund and the Motor Vehicle License Plate Fund, for the year ending December 31, 2008, and declaring 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 Parks & Rec. Capital Improvement Fund, for the year ending December 31, 2008, the following:

\$ 69,750.00 to an account entitled "State Hosp. Contract" 1433.505.2393
\$ 15,000.00 to an account entitled "Income Tax Refunds" 1433.505.2720

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Golf Fund for the year ending December 31, 2008, the following:

\$25,000.00 to an account entitled "Pro Shop Supplies" 2104.920.2411

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Economic Development Fund, for the year ending December 31, 2008, the following:

\$15,000.00 to an account entitled "Services/Contracts" 1237.845.2392

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Motor Vehicle License Plate Fund, for the year ending December 31, 2008, the following:

\$3,800.00 to an account entitled "Storm Sewer Repairs" 1206.425.2510

DATE: FEBRUARY 19, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

1st reading
LEGISLATIVE DEPARTMENT
passed 7/6

ORDINANCE NO. 34 - 2008

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE establishing a fund entitled "Collection System Improvement Fund", and 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 "Collection System Improvement Fund", and 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 in order to keep federal grant dollars in one specific fund as recommended by the State Auditor for accounting procedures within the Auditor's Department. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

2nd page is the signature page

DATED: FEBRUARY 19, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT *Passed*

RESOLUTION NO. 5 - 2008

BY: COMMITTEE OF THE WHOLE

A RESOLUTION confirming the Council President's appointment of the Mayor of the City of Massillon, Ohio, as the representative of the City on the Committee being formed to explore potential economic development of the "County Farm" area.

WHEREAS, the City of Massillon, Ohio, and Perry Township, Ohio, entered into an Annexation Agreement entitled the, "Prophecy Massillon LLC Annexation Agreement"; and

WHEREAS, as part of the Agreement the parties thereto agreed to form a committee, including a representative of Navarre, Ohio, to study and work toward future cooperative agreements between the parties and economic development of the County Farm and additional areas; and

WHEREAS, said Agreement authorizes the President of Massillon City Council to name the Mayor of the City of Massillon, Ohio, as a member of such committee, subject to confirmation by a majority of the members of the Council of the City of Massillon, Ohio.

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

Section 1:

The President of the Council of the City of Massillon, Ohio, hereby names the Mayor of the City of Massillon, Ohio, as the member and designee of the committee contemplated by the Prophecy Massillon LLC Annexation Agreement.

Section 2:

The Council of the City of Massillon, Ohio, hereby confirms the appointment set forth above.

Section 3:

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of Massillon and for the additional reason that it is necessary to immediately name the Mayor as the representative of the City on the committee so that the committee may be formed and commence meetings and negotiations with regard to future economic development. Provided it receives the affirmative vote of two-thirds of all the members duly elected 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 _____, 2008.

ATTEST: _____

MARY BETH BAILEY,
CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR