

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

AGENDA

DATE: MONDAY, JUNE 1, 2009
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILMAN LARRY SLAGLE
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. 78 – 2009

BY: PUBLIC UTILITIES COMMITTEE

1st AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Ohio Valley Energy Systems, Corp., for three (3) parcels of real estate owned by the City of Massillon, and declaring an emergency.

1st ORDINANCE NO. 79 – 2009

BY: PUBLIC UTILITIES COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio to enter into a Non-Surface Development Gas & Oil Lease with Ohio Valley Energy Systems, Corp., for one (1) parcel owned by the City of Massillon, and declaring an emergency.

P ORDINANCE NO. 80 – 2009

BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the Local Law Enforcement Trust Fund, and the Muni Motor Vehicle License Plate Fund, for the year ending December 31, 2009, and declaring an emergency.

P RESOLUTION NO. 7 – 2009

BY: COMMITTEE OF THE WHOLE

A RESOLUTION recognizing the Massillon Washington School Choirs for their outstanding State Superior ratings for the last three years consecutively.

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

- A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR MAY 2009
- B). AUDITOR SUBMITS MONTHLY REPORT FOR MAY 2009

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

ORDINANCE NO. 75 – 2009

BY: STREETS, HIGHWAYS, & TRAFFIC COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with Dalene M. Pride to perform the Motor Vehicle License Audit for the City of Massillon, and declaring an emergency.

ORDINANCE NO. 77 – 2009

BY: ENVIRONMENTAL COMMITTEE

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into the Settlement Agreement with Infilco Degremont, Inc., regarding the pending lawsuit concerning the construction and upgrade of the Wastewater Treatment Plant, and declaring an emergency.

RESOLUTION NO. 6 – 2009

BY: ENVIRONMENTAL COMMITTEE

A RESOLUTION authorizing the Mayor of the City of Massillon, Ohio, to file an application to the State of Ohio, to participate in the Clean Ohio Assistance Fund.

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

MARY BETH BAILEY - CLERK OF COUNCIL

DATE: JUNE 1, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

1st reading
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 78 - 2009

Passed 9/17

BY: PUBLIC UTILITIES COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Ohio Valley Energy Systems, Corp., for three (3) parcels of real estate owned by the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a Non-Surface Development Gas & Oil Lease with Ohio Valley Energy Systems, Corp., parcel numbers 06-80397, 06-80213 and 06-80211 totaling 1.840 acres and owned by the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into a Non-Surface Development Gas & Oil Lease with Ohio Valley Energy Systems, Corp., for parcel numbers 06-80397, 06-80213 and 06-80211 totaling 1.840 acres and owned by the City of Massillon. A copy of the Non-Surface Development Oil & Gas Lease and map is attached hereto as Exhibit "A".

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that this oil and gas lease is signed. 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.

NON- DEVELOPMENT OIL & GAS LEASE

THIS LEASE, made this _____ day of _____, 200____, by and between
City of Massillon
1 James Duncan Plaza SE
Massillon, Ohio 44646
hereinafter called Lessor, and *Ohio Valley Energy Systems Corp., 200 Victoria Rd. Bldg. 4 Austintown, Ohio 44515*
hereinafter called Lessee, do agree:

1. Lessor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants and leases Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; the right to unitize Lessor's lands, or any portion, with other lands into a drilling unit of no more than one hundred sixty acres, together with the right to pool, reform, enlarge and/or reduce such pool, and repool all or any part or parts of the leased premises. This Lease is for five (5) years, and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. Lessee and Lessor agree that the term "operations" as defined in this Lease shall mean at which time Lessee has filed an Application for Drilling Permit with the Ohio Department of Natural Resources Division of Mineral Resources Management. This lease covers all of Lessor's land in and adjoining Section 4 and 5, of Perry Township, Stark County, State of Ohio, containing 1.840 acres, more or less, and described as follows: Parcel ID#(s) 0680397, 0680213, 0680211 Or further as

_____ of Stark County Records.

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of the proceeds realized by Lessee on all the oil and gas sold commercially off the unit, as the amount of Lessor's acreage in the unit bears to the total acreage in the unit. Such proceeds shall be net of severance, ad valorem and any other taxes or charges levied against production. Lessor grants Lessee the authority to execute division orders or contract for the sale of gas or oil.

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

4. This lease shall be binding on all heirs, successors, and assigns of Lessor and Lessee. No change of ownership shall be binding on Lessee until Lessee has received adequate evidence of transfer. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time surrender this Lease in whole or in part.

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

7. Lessee agrees to make payment to Lessor a sum of \$1,800.00 payable upon drilling commencement activities (spudding).

Lessor(s):

Social Security #

STATE OF OHIO)

)SS:

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____ by

(Lessor).

My Commission Expires: _____

Notary Public

This instrument prepared by:
Version 041307.

Ohio Valley Energy Systems Corp.
200 Victoria Rd, Bldg 4, Austintown, OH 44515

DATE: JUNE 1, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

1st reading
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 79 - 2009

BY: PUBLIC UTILITIES COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Ohio Valley Energy Systems, Corp., for one (1) parcel owned by the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a Non-Surface Development Gas & Oil Lease with Ohio Valley Energy Systems, Corp., for parcel number 06-80222 totaling 2.610 acres and owned by the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into a Non-Surface Development Gas & Oil Lease with Ohio Valley Energy Systems, Corp., for parcel number 06-80222 totaling 2.610 acres owned by the City of Massillon. A copy of the Non-Surface Development Oil & Gas Lease and map is attached hereto as Exhibit "A".

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that this oil and gas lease is signed. 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.

NON- DEVELOPMENT OIL & GAS LEASE

THIS LEASE, made this _____ day of _____, 200__, by and between

City of Massillon
151 Lincoln Way East
Massillon, OH 44646

hereinafter called Lessor, and *Ohio Valley Energy Systems Corp., 200 Victoria Rd. Bldg. 4 Austintown, Ohio 44515*, hereinafter called Lessee, do agree:

1. Lessor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants and leases Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; the right to unitize Lessor's lands, or any portion, with other lands into a drilling unit of no more than one hundred sixty acres, together with the right to pool, reform, enlarge and/or reduce such pool, and repool all or any part or parts of the leased premises. This Lease is for five (5) years, and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. Lessee and Lessor agree that the term "operations" as defined in this Lease shall mean at which time Lessee has filed an Application for Drilling Permit with the Ohio Department of Natural Resources Division of Mineral Resources Management. This lease covers all of Lessor's land in and adjoining Section 17 of Perry Township, City of Massillon, Stark County, State of Ohio, containing 2.610 acres, more or less, and described as follows: Parcel ID#(s) 0680222. Or further as as described in

of Stark

County Records.

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of the proceeds realized by Lessee on all the oil and gas sold commercially off the unit, as the amount of Lessor's acreage in the unit bears to the total acreage in the unit. Such proceeds shall be net of severance, ad valorem and any other taxes or charges levied against production. Lessor grants Lessee the authority to execute division orders or contract for the sale of gas or oil.

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

4. This lease shall be binding on all heirs, successors, and assigns of Lessor and Lessee. No change of ownership shall be binding on Lessee until Lessee has received adequate evidence of transfer. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time surrender this Lease in whole or in part.

5. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself from any payments due hereunder. Should Lessee be delayed or prevented from complying with any express or implied covenant of this Lease, from conducting any drilling or any other operations, or from producing oil or gas therefrom by reason of the operation of force majeure or any federal, state or local law or regulation, or by reason of any other cause beyond the control of Lessee, then while so delayed or prevented, Lessee's obligations to comply with such covenant or obligation shall be suspended. The term, both primary and secondary, hereof shall be extended while Lessee is delayed or prevented by any such cause.

6. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, that no verbal representations or promises have been made or relied upon by either party which are not contained herein, and no implied covenants, agreements or obligation shall be read into this agreement or imposed upon either party.

7. Lessee agrees to make payment to Lessor a sum of \$1,300.00 payable upon drilling commencement activities (spudding).

Lessor(s):

Social Security # _____

STATE OF OHIO)

COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by

(Lessor).

My Commission Expires: _____

Notary Public

This instrument prepared by: Ohio Valley Energy Systems Corp.
Version 041307 200 Victoria Rd, Bldg 4, Austintown, OH 44515

DATE: JUNE 1, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO.80 – 2009

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Local Law Enforcement Trust Fund and the Muni Motor Vehicle License Plate Fund, for the year ending December 31, 2009, and declaring an emergency.

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

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Local Law Enforcement Trust Fund, for the year ending December 31, 2009, the following:

\$15,000.00 to an account entitled "New Equipment" 1215.305.2530
\$ 4,000.00 to an account entitled "Supplies/Materials" 1215.305.2410

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Muni Motor Vehicle License Plate Fund, for the year ending December 31, 2009, the following:

\$5,200.00 to an account entitled "Supplies/Materials" 1206.435.2410

Section 3:

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

DATE: MAY 18, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 7 - 2009

BY: COMMITTEE OF THE WHOLE

TITLE: A RESOLUTION recognizing the Massillon Washington High School Choirs for their outstanding State Superior ratings for the last three years consecutively.

WHEREAS, the Massillon Washington High School Choral Department is made of 7 choirs which are the Advanced Choir, Concert Choir, Freshman Choir, Men's Chorus, Women's Chorus, Washingtonians and the Concert Chorale. The choirs have an active calendar with performing concerts throughout the year. The choirs have also been recognized over the last sixty years for their superior ratings. However, the past three years 5 out of 7 of the choirs have received State Superior ratings which is considered an unprecedented feat.

WHEREAS, the Council of the City of Massillon would like to commend the Massillon Washington High School Choral Department for their hard work in the schools and the community and their dedication to a job well done. The Massillon Washington High School Choral Department has received 144 plaques for their state-level superior competition ratings over the choir's 100 years of existence.

Now, therefore be it resolved that Massillon City Council recognizes the Massillon Washington High School Choral Department for their accomplishments over the last sixty years and their continued success in the future.

PASSED THIS _____ DAY OF _____ 2009

ATTEST:

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

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR