

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

DATE: MONDAY, MAY 17, 2010
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE IS ONE PUBLIC HEARING TONIGHT
ORDINANCE NO. 56 – 2010 AT 7:20PM STREET RENAMING

1. ROLL CALL
2. INVOCATION BY COUNCILMAN PAUL MANSON
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. 65 – 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 7-0
AN ORDINANCE petitioning the Board of Stark County Commissioners of Stark County, Ohio, for a change in the township lines of Massillon and Tuscarawas Township, and declaring an emergency.

ORDINANCE NO. 66 – 2010

BY: ENVIRONMENTAL COMMITTEE

PASS 7-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Participation and Redevelopment Agreement with PSR Development Ltd to perform a Phase II Environmental Assessment of the former Republic Steel Property, and declaring an emergency.

ORDINANCE NO. 67 – 2010

BY: FINANCE COMMITTEE

PASS 7-0
AN ORDINANCE making certain appropriations from the unappropriated balance of the Law Department Community Partnership Fund, General Fund, Parks & Recreation Community Park Fund, Marketplace Infrastructure Fund, Bond Retirement Wastewater Treatment Fund, Wastewater Treatment Capital Improvement Fund and the SA 23rd/Springhill Fund, for the year ending December 31, 2010, and declaring an emergency;

RESOLUTION NO. 8 – 2010

6-1 TO SUSPEND ∴ 1ST READING
BY: COMMITTEE OF THE WHOLE

A RESOLUTION in support along with other Stark County governments in Committing to Diversity.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LIQUOR LICENSE FROM MASS ENTERTAINMENT INC 14 LINCOLN WAY WEST MASSILLON OHIO 44646 TO THREE BUCK CHUCK INC DBA 3 BUCK CHUCKS 14 LINCOLN WAY WEST MASSILLON OHIO 44646

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LIQUOR LICENSE FROM B & B RESTAURANT LTD DBA LEGENDS OF MASSILLON RESTAURANT 2700 AUGUSTA DR SE 1ST FL & GOLF COURSE MASSILLON OHIO 44646 TO CITY OF MASSILLON DBA LEGENDS OF MASSILLON RESTAURANT 2700 AUGUSTA DR SE 1ST FL & GOLF COURSE MASSILLON OHIO 44646

9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

- A). POLICE CHIEF SUBMITS MONTHLY REPORT FOR APRIL 2010
- B). TREASURER SUBMITS MONTHLY REPORT FOR APRIL 2010
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR APRIL 2010
- D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR APRIL 2010
- E). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR APRIL 2010
- F). MAYOR SUBMITS MONTHLY REPORT FOR APRIL 2010

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS

13. CALL OF THE CALENDAR

14. THIRD READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 56 – 2010

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

7-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to rename Isabella Avenue SW running east/west between Duncan Street SW and Jackson Street SW to Mark Ross Avenue SW, and declaring an emergency.

15. SECOND READING ORDINANCES AND RESOLUTIONS

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: MAY 17, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 65 - 2010

passed

BY: COMMUNITY DEVELOPMENT COMMITTEE

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

WHEREAS, a petition to annex certain land in Tuscarawas Township to the corporation limits of the City of Massillon, Stark County, Ohio, was approved by the Board of County Commissioners on December 1, 2009, and

WHEREAS, the corporation limits of the City of Massillon, Ohio, have been enlarged since the approval of the Board of County Commissioners through the annexation of 17.99 acres of land comprising a part of Tuscarawas Township, and

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

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

Section 1:

The Council of the City of Massillon, Ohio hereby finds that the corporation limits of the City of Massillon includes 17.99 acres of land which is part of Tuscarawas Township, Stark County, Ohio, and that it will be in the public interest of the City to have the boundaries of said Tuscarawas Township changed by excluding this 17.99 acres of land from said Tuscarawas Township and adding this 17.99 acres of land to the City of Massillon within the corporation limits of the City.

Section 2:

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

SEE EXHIBIT "A" ATTACHED HERETO

Section 3:

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

Section 4:

That the Board of County Commissioners of Stark County, Ohio, are hereby petitioned under the authority of Section 503.07, Ohio Revised Code, to add the 17.99 acres of land described in Section 2 of this ordinance to the City of Massillon, Stark County, Ohio.

Section 5:

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

Section 6:

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2010

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

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

☆ = Month of Beginning

**PETITION
BY CITIZENS FOR THE HENDRICKS AREA ANNEXATION
TO THE CITY OF MASSILLON, OHIO**

TO THE COMMISSIONERS OF STARK COUNTY, STATE OF OHIO:

We, the undersigned, being a majority of the adult owners of real estate in the territory hereinafter described, hereby petition for the annexation of the following described territory to the City of Massillon, Massillon Township, Stark County, Ohio. The following description is based solely on record information found in the Stark County Official Records.

Situated in the Township of Tuscarawas, County of Stark, and State of Ohio and known as and being part of the Northeast Quarter of Section 25, T-12, R-10, and further described as follows:

Beginning at the southeast corner of the Northeast Quarter of Section 25, Tuscarawas Township, thence N 02° 06' 41" E, 477.31 feet along the section line and Township line, to a point on the South right of way line of US Route 30, said point also known as the true place of beginning;

Thence continuing northwesterly along said right of way line the following courses:

N 67° 38' 39" W, 1288.71 feet;

N 67° 31' 50" W, 69.89 feet;

Thence northeasterly and crossing said US Route 30, N 02° 17' 21" E, 372.35 feet to the northwest corner of a tract of land currently owned by Donald G. Hendricks;

Thence southeasterly along the north line of said Hendricks tract, S 87° 56' 19" E, 1273.47 feet; to the east line of Section 25, Tuscarawas Township, and said section line also being the centerline of Carmont Avenue SW (60' R/W);

Thence southwesterly along said Section line and centerline, S 02° 06' 41" W, 843.70 feet, to a point on the south right of way line of US Route 30, said point also being the True Place of Beginning and containing 17.99 acres more or less, subject to all legal highways.

The basis of bearing is S 02° 06' 41" W along the east line of Section 25, Tuscarawas Township, as recorded in Instrument # 200710230059737 of the Stark County Official Records.

Jason Haines, 151 Lincoln Way East, Massillon, OH 44646 is hereby appointed agent for the undersigned petitioners as required by ORC 709.02 with full power and authority hereby granted to said agent to amend, alter, change, withdraw, refile, substitute, and to take any action necessary for obtaining the granting of this petition. Said amendment, compromise, increase or deletion, or other things for granting this petition shall be made in the petition, description, and/or plat by said agent without further expressed consent of the petitioners.

DATE: MAY 17, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 66 - 2010

passed

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Participation and Redevelopment Agreement with PSR Development Ltd to perform a Phase II Environmental Assessment of the former Republic Steel Property, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to sign the Participation and Redevelopment Agreement with PSR Development Ltd to perform a Phase II Environmental Assessment of the former Republic Steel Property.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to sign the Participation and Redevelopment Agreement with PSR Development Ltd to perform a Phase II Environmental Assessment of the former Republic Steel Property. The City of Massillon has been award a grant in the amount of Three Hundred Thousand Dollars (\$300,000.00) through the Clean Ohio Assistance Fund Grant through the Ohio Department of Development that will be used to assist the performance of the assessment to determine the environmental suitability of the former Republic Steel Property. No city dollars will be used for the assessment.

(SEE ATTACHED AGREEMENT HERETO)

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 the agreement with URS is signed so the sewer rate study may begin in a timely manner. 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

PARTICIPATION AND REDEVELOPMENT AGREEMENT

THIS PARTICIPATION AND REDEVELOPMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 2010 ("Effective Date") by and between the CITY OF MASSILLON, an Ohio municipal corporation (the "City") and PSR DEVELOPMENT LTD. (the "Redeveloper")

WITNESSETH

WHEREAS, the State of Ohio through the Clean Ohio council and Ohio Department of Development ("State") has adopted House Bill 3, commonly known as the Clean Ohio Fund, codified at Ohio Revised Code ("ORC") Sections 122.65 through 122.659 et seq. (the "Program"), to assist municipalities and developers to redevelop brownfields; and

WHEREAS, the City has identified for redevelopment property located principally at, known as the former Republic Steel property in Massillon, Ohio, Permanent Parcel Nos. 0504745; 0617093, which are more fully described on Exhibit A attached hereto and made a part hereof (the "Property"), and which are environmentally distressed and meet the definition of a brownfield under ORC Section 122.65(D); and

WHEREAS, Ordinance No. xx-xxxx, passed by Massillon City Council and attached as Exhibit B, authorize the Director of Public Safety and Service to enter into this Agreement with the Redeveloper to redevelop the Property utilizing the resources made available through the Program (the "Project"); and

WHEREAS, the City received a grant in the amount of \$300,000.00 from the program. The State and the City entered into the grant agreement on _____, 2010 ("Grant Agreement"), which is attached to this Agreement as Exhibit C and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Redeveloper agree as follows:

**ARTICLE I
CITY'S OBLIGATIONS**

Section 1.01 Pursuit of Clean Ohio Funds

The City agrees to work with the Redeveloper to prepare, assist and to submit any additional documentation that may be required by the Program for the Project. The City and the Redeveloper shall use all funds received from the Program for the Project, consistent with the Program's requirements and this Agreement, and in accordance with the Grant Agreement.

Section 1.02 Funding Sources

\$ 300,000.00 Clean Ohio Assessment Fund

Section 1.03 City's Obligation to Process Clean Ohio Fund Payment Requests

Within ten (10) business days of receipt of the Redeveloper's Draw Request(s) for Clean Ohio Fund Payment, in accordance with the terms of the Grant Agreement and provided the request is accompanied by all required documentation, the City shall process the Redeveloper's Draw Requests for payment from the Clean Ohio Assistance Fund ("Clean Ohio Funds") in accordance with the procedure utilized by the State for the Program and Article III, below up to the grant amount. The City promptly will identify and inform the Redeveloper of any perceived deficiencies in the submittal that would preclude the City from submitting the Draw Request to the State, and the City and the Redeveloper shall take good faith efforts to resolve and such perceived deficiencies.

Section 1.04 Permit Reviews

The City shall review the Redeveloper's request for permits necessary for redeveloping the Property in a timely manner provided all documents necessary for a complete review have been received. Without incurring any additional financing obligation, the City also shall use reasonable efforts to assist the Redeveloper in obtaining any other permits necessary from third-parties for remediating or redeveloping the Property, consistent with the Application and the Program requirements.

ARTICLE II REDEVELOPER'S OBLIGATIONS

Section 2.01 Compliance with Grant Agreement

The Redeveloper agrees to comply with and be bound by all the requirements of the Grant Agreement as Co-Applicant, as set forth in Exhibit C.

Section 2.02 Project Requirements

The Redeveloper shall use the Clean Ohio Funds to perform the tasks contained in Attachment A of Exhibit C, as provided for in the Application for the purposes identified in the Application. The Redeveloper shall engage a Certified Professional pursuant to the Ohio Voluntary Action Program ("Ohio VAP") to manage the assessment of the Property in accordance with applicable standards under the Ohio VAP in compliance with the Program and as described in the Application, as approved by the Ohio EPA and Ohio Department of Development.

Section 2.03 Project Schedule

The Redeveloper shall use reasonable commercial efforts to complete the Project in accordance with an assessment schedule mutually acceptable to the Program, the City and Redeveloper, but in all events shall require completion of the Project on or before _____, with a project approval deadline of _____, as provided in Section VII of the grant agreement, unless otherwise extended by the State (the "Project Schedule").

Section 2.04 Assessment Schedule

The Redeveloper shall conduct the assessments in accordance with this Agreement, the Application, the Program, the Grant Agreement, and all other applicable local, state and federal requirements.

Section 2.05 Public Participation

The Redeveloper shall participate in all public meetings necessary to effect the redevelopment of the Property to satisfy the requirements of the Program as defined in the Grant Application.

Section 2.06 Termination

The Redeveloper's obligations under this Agreement are subject to an award of State Clean Ohio Funds pursuant to the Application. In the event Clean Ohio Funds are not awarded, the Redeveloper may, at its option, elect in writing to either: (i) waive the unsatisfied condition(s), and proceed with this transaction in accordance with the other terms of this Agreement; or (ii) terminate this Agreement. Upon termination of this Agreement, the parties shall be released from any further obligations hereunder to each other, (except as otherwise provided in Article IV), provided, however, that such termination shall have no effect on any other agreement.

Section 2.07 Securing Contractor(s)

The Redeveloper agrees to secure qualified personnel and/or contractors to complete the Project as defined in the Grant Agreement. All personnel shall be employees of the Redeveloper or under the direct supervision of the Redeveloper, the City's Project Manager, or the Redeveloper's contractors. The Redeveloper agrees to comply with any and all applicable law governing the selection of contractors under the Grant Agreement. Where a contractor or subcontractor performs Eligible Activities, the Redeveloper shall make the applicable provisions of the Grant Agreement binding on such contractor or subcontractor. The Redeveloper has the ultimate legal responsibility for ensuring compliance with requirement for this Agreement and the Grant Agreement.

Section 2.08 Deliverables

- A. Prior to disbursement, the Redeveloper shall provide or cause to be provided to the City all of the following:
 - 1. Names of the Redeveloper's selected contractor(s) provided to the City at least four (4) weeks prior to a disbursement request that includes a request for payment for work performed by such contractor(s).
 - 2. Copy of declarations page or certificate of insurance showing the Redevelopers' (or contractors') comprehensive general liability insurance coverage, as described in Section IX (A) of the Grant Agreement with the City and the State of Ohio named as additional insured.
 - 3. Proof of performance bond, as required by the Grant Agreement.
 - 4. Requests for disbursement of Funds as described in Section V of the Grant Agreement.

5. Progress Reports for the Project that are submitted with every disbursement request pursuant to Section VI (A3) of the Grant Agreement.
 6. Certification of No Outstanding Liabilities Section VI (A4) of the Grant Agreement.
 7. Final Performance Report, as described in Section VIII of the Grant Agreement.
- B. The City shall provide or cause to be provided to State all of the following:
1. Certification of No Outstanding Liabilities.
 2. Any other report or deliverable required to be signed or submitted by the City pursuant to the Grant Agreement; provided, however, that the Redeveloper shall prepare and submit to the City any information necessary for the City to perform the foregoing obligation.
- C. The State may terminate the entire grant project without payment of any outstanding invoices or retainage if it has not received the initial submittals required under deliverables 2, 3, and 6 above within six (6) full calendar months after the Effective Date. The State will provide the Redeveloper thirty (30) days notice and an opportunity to cure before exercising this option.

Section 2.09 Compliance with Laws, rules and Regulations

The Redeveloper, its officers, agents, employees, and any other persons over whom the Redeveloper has control must comply with all present and future laws and ordinances of the City, Federal, State and other local governmental bodies, applicable to or affecting directly or indirectly the Redeveloper or its operations and activities on or in connection with the project Site including, if applicable.

B. Applicable Cleanup Standards Report

The Redeveloper is required to notify and ensure timely compliance by its Certified Professional of the following cleanup standard reports as stated in the Grant Agreement.

1. If the certified professional determines that the cleanup or remediation does not comply with Applicable Cleanup Standards the City is required to forward any such information, correspondence, notice or report of any kind indicating such to the State.
2. If the certified professional prepares a no further action letter and sends such letter, whether it be an original or copy, to the Director of the Ohio Environmental Protection Agency, the City is required to forward a copy of such letter to the State at the same time such letter is forwarded to the Director of the Ohio Environmental Protection Agency.
3. If the Certified Professional, pursuant to O.R.C. §122.654(H), sends to the Director of the Ohio Environmental Protection Agency a closure certification report, construction completion report, or any other documentation that demonstrates that the cleanup or remediation complies with Applicable Cleanup Standards, the City is required to forward all such documentation to the State at the same time such documentation is forwarded to the Director of the Ohio Environmental Protection Agency.
4. The Certified Professional shall provide all letters, reports, or other documentation referred to in Section.B.2 and 3 above to the Director of the Ohio Environmental Protection Agency, the City and State, no later than eight hundred and forty (840) days from the Effective Date of the Grant Agreement.

C. Project Completion Report

Within thirty (30) days after the Project Completion Date, the Redeveloper shall submit to the City a Project Completion Report setting forth the total expenditure of the Funds by Redeveloper; the actual total costs of the project; the total expenditure of funds set forth in Attachment C of the Grant Agreement; and the results of the Project, including the economic and environmental benefits obtained at the Property. The Project Completion Report shall also compare the actual benefits versus the projected benefits submitted in the Application and summarized in Attachment A of the Grant Agreement.

D. Five-Year Status Report

The Redeveloper shall submit to the City a Five-Year Status Report within twenty-five (25) days after five (5) years from the Project Completion Date or termination of the Project as set forth in Sections 2.06 and/or 5.01, setting forth the results of the Project, including the economic and environmental benefits obtained at the Project Property, in accordance with O.R.C. §122.657(F)(2). The City shall submit the Five-Year Status Report to State in accordance with the Grant Agreement. The Five-Year Status Report shall also compare the actual benefits versus the projected benefits submitted in the Application and summarized in Attachment A of the Grant Agreement. The requirement for the Five-year Status Report shall survive this Agreement.

E. Other Reporting Requirements

1. An authorized representative of the Redeveloper shall certify as accurate the information contained in the Progress Reports, Project Completion Report, and Five-Year Status Report and sign a statement to such effect. Failure of the Redeveloper to submit any required report shall be cause for the City to terminate this Agreement.

2. If the last date on which a report is due falls on a Saturday, Sunday or a legal holiday, as defined by O.R.C. §1.14, then the report must be received on the next succeeding day that is not a Saturday, Sunday or legal holiday.

3. In addition, the Redeveloper shall supply the City with any additional reports relating to the Project containing such relevant information as State may from time to time require. All costs incurred by the Redeveloper in complying with the Reporting requirements contained in this Agreement shall be borne by the Redeveloper and shall not be an allowable expense of the Clean Ohio Funds.

4. The City shall respond to all submittals provided by the Redeveloper (or by the Redeveloper's contractor and/or subcontractor) within thirty (30) days or receipt. The Redeveloper shall have a reasonable opportunity to cure any perceived deficiencies noted by the City.

Section 3.04 Draw Requests and Disbursements

The Redeveloper shall submit to the City, during the course of completing the Project, Draw Requests for the eligible Project Costs to be paid by the City from the Clean Ohio Funds. Each Draw Request shall include any supporting documentation required by the Grant Agreement. The City reserves the right to inspect all work and confirm that the portion of the work covered by the Draw Request has been completed

satisfactorily and that all paperwork is in order; provided, however, that the City shall perform any such inspections within ten (10) business days of the submittal of the related Draw Request. Upon verification of the Redeveloper's compliance with the terms of this Agreement, the City shall pay to the Redeveloper Clean Ohio Funds received from the Program for the Project and pursuant to the Application as promptly as possible, but in no event later than thirty (30) days following receipt of such funds from the State. Upon receipt of such funds from the City, the Redeveloper shall make payment to the contractors and other persons or entities as set forth in the Draw Request. An amount equal to each disbursement from the Clean Ohio Funds shall reduce the balance of the Clean Ohio Funds for the Project.

Pursuant to O.R.C. §122.653(C)(2), disbursement requests for the Project will be processed subject to, but not limited by, the following requirements:

1. Costs must be incurred by the Redeveloper as a result of Eligible Activities, as defined by the State Grant Agreement;
2. Costs must be included in the Application, pursuant to O.R.C. §122.658(C);
3. Costs must be within the scope of the Project as evidenced by Attachment A of the State Grant Agreement;
4. Costs must be incurred on or after the Effective Date of this Agreement; and;
5. Costs must be incurred under a valid contract or subcontract for this Project.

Ineligible Expenses will not be reimbursed.

The State shall decide whether the above requirements are met. Payments to the Redeveloper will be made on a post-work completion basis, through bi-monthly invoice submittals. The Redeveloper shall submit a disbursement request form for payment of Eligible Activities, which shall include any and all invoices, vouchers, paid receipts, pay stubs, signed time sheets, or other supporting documentation including a Progress Report. Contractor invoices shall include, at a minimum, the information contained in the Sample Contractor Invoice. The State shall determine the adequacy of such documentation.

The Redeveloper acknowledges that disbursement request shall be reviewed by the State and such review shall include, among other things, a determination of the eligibility of the expenses included in each request pursuant to the disbursement criteria and other requirements set forth above. Based upon its review of a request for

Disbursement, the State may deny the request, in whole or in part, for failure to meet the disbursement criteria or other requirements set forth above. In the event of a complete or partial denial of a disbursement, the State will notify the City in writing, including a statement of specific reasons for such complete or partial denial. Notice of denial, in whole or in part, and voucher preparation is supposed to occur within thirty (30) days after receipt. In the event the State denies a disbursement request, the City shall have the right to resubmit said disbursement request with additional information that the State is required to reconsider in good faith. The State will prepare a voucher for approved disbursement requests and forward the same for payment to an account designated by the Redeveloper. If such an account bears interest, then all interest income earned from such an account shall be used to the direct benefit of the Project. All such monies, if any, shall be accounted for in the reports.

The City shall forward copies of any information that the City receives regarding the Project immediately to the Redeveloper and shall cooperate in good faith with the Redeveloper to resolve any payment disputes with the State.

Section 3.05 Right to Audit

From the Effective Date until six (6) years after the Project Completion Date or the termination of this Agreement, the City shall have the right, at its sole cost and expense, to examine copy and audit the books and records maintained by the Redeveloper in connection with the Project. During this time period, the Redeveloper shall permit the City access to all books, records and accounts relating to the Project and all non-privileged correspondence at reasonable times upon reasonable notice. If the City notifies the Redeveloper of any errors or discrepancies in the Redeveloper's accounting, financial transactions or record keeping concerning the Project, the Redeveloper shall correct such errors or discrepancies as soon as reasonably possible after receiving notice and the Redeveloper shall promptly notify the City of the action taken to correct such errors or discrepancies. In the event the State requests an audit of the Project, the Redeveloper, at its costs, shall provide all non-privileged information relating to the Project as needed for such audit. The above right of document inspection and/or audit does not require the Redeveloper to waive any protection afforded by the attorney-client privilege or work product doctrine.

ARTICLE IV REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

Section 4.01 Representations and Warranties of the City

The City represents and warrants to the Redeveloper that: (i) the City has the capacity and authority to execute this Agreement and perform its obligations under this Agreement and all actions necessary to authorize the execution, delivery and performance of this Agreement by the City have been taken and such actions have not been rescinded or modified; (ii) the City is not subject to any judgment or decree of a

court of competent jurisdiction or governmental agency that would limit or restrict the City's right to enter and carry out this Agreement; (iii) neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which the City is a party or by which the City is bound or affected or that affects the Property or the Project; (iv) the City has neither caused nor contributed to the release of hazardous substances or petroleum of the Property; and (v) the City will take all actions required of the City in both this Agreement and the Grant Agreement.

Section 4.02 Representation and Warranties of the Redeveloper

The Redeveloper represents and warrants to the City that: (i) the Redeveloper has the capacity and authority to execute this Agreement and perform its obligations under this Agreement; (ii) all actions necessary to authorize the execution, delivery and performance of this Agreement by the Redeveloper have been taken and such actions have not been rescinded or modified; (iii) the Redeveloper is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict the Redeveloper's right to enter and carry out this Agreement; (iv) neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which the Redeveloper are a party or by which the Redeveloper are bound or affected; (v) the Redeveloper has neither caused nor contributed to the release of hazardous substances or petroleum of the Property; and (vi) the Redeveloper promptly will take all actions required of the Redeveloper in both this Agreement and the Grant Agreement.

Section 4.03 Disclosure

The parties shall fully disclose to one another, promptly upon its occurrence, any change in facts, assumptions or circumstances of which either party becomes aware that may affect the representations and warranties set forth above.

Section 4.04 Indemnification and Insurance

A. The Redeveloper hereby agrees to indemnify, defend and hold harmless the City from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including, without limitation, reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (1) any breach of any warranty or representation or any covenant or agreement of the Redeveloper under this Agreement; or (2) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Property and attributable to the negligence or misconduct of the Redeveloper, or their officers, employees, agents, contractors, or invitees, except to the extent any such breach, any injury or death, or any damage or destruction is attributable to the negligence or misconduct of the City or any of its officers, employees, agents, contractors, or invitees, or as otherwise specifically provided in this Agreement; provided, however, that the indemnification obligation created by this Section shall be expressly conditioned upon the City; (i) delivering to the

Redeveloper prompt notice of any event giving rise to such indemnification obligation and (ii) providing the Redeveloper the opportunity to defend itself from and against any Losses.

B. **Liability Insurance.** The Redeveloper or their contractors shall obtain and maintain comprehensive general liability insurance with a minimum of One Million Dollars (\$1,000,000) combined single limit, for claims that may arise from their operations under this Agreement, naming the State and the City as additional insured parties. The evidence of insurance sent to the State and the City shall contain a clause to the effect that cancellations, reductions, or restrictions shall not be made without thirty (30) days prior written notice to the additional insured parties. The cost of liability insurance required by State is not a reimbursable expense. The limits of insurance specified above shall in no way constitute the upper limits of liability for which the Redeveloper are responsible under Section 4.04 Indemnification and Insurance, Subsection A. above.

C. **Performance Bonds.** Unless the resulting construction contract price or value of the work performed is Twenty-five Thousand Dollars (\$25,000.00) or less, the Redeveloper or construction contractor(s) shall obtain and maintain assignable performance bonds equal to or exceeding the value of the work each is responsible for completing. Upon default by the Redeveloper, these performance bonds shall be assigned to the City.

D. **Errors And/Or Omissions Coverage.** The Redeveloper shall require any contractors or environmental professionals retained for the Project to obtain and maintain professional errors and omissions coverage in an amount of at least One Million Dollars (\$1,000,000) during such contractor's or professional's performance of their services on the Project. Said insurance coverage shall extend to acts, errors and/or omissions coverage and contractual liability coverage.

E. Upon execution of this Agreement, the Redeveloper shall provide the Director of Public Service and Safety with an original certificate of insurance and a copy of the additional insured endorsement naming the City of Massillon and the State of Ohio as an additional insured, and a copy of the declaration sheet for every insurance policy requirement hereunder with the exception of the professional errors and omissions policy. Such documents shall be reasonably satisfactory to and approved by the Director of Law as to form, coverage, carrier and limit. If at any time the coverage, carrier or limit on any policy becomes reasonable unsatisfactory to the Director of Law, the Redeveloper shall immediately provide a new policy meeting the Director's reasonable requirements. The additional insured coverage provided the City under the Redevelopers' or contractors' insurance policy shall be primary with respect to the Redevelopers' or contractors' general liability, notwithstanding other insurance covering the City and the State of Ohio.

F. The limits of insurance specified above shall in no way constitute the upper limits of liability for which the Redeveloper is responsible under this Agreement.

G. In the event of the Redeveloper's voluntary or involuntary bankruptcy or dissolution, or a finding by Ohio EPA and/or US EPA, the Redeveloper agree to assign any contract between the Redeveloper, their contractors, subcontractors, and Certified Professional to the City.

H. The City shall be named as third party beneficiary for all contracts with contractors, subcontractors, Certified Professionals and/or consultants as same relate to the Project.

I. The obligations set forth in this Section shall survive for a period of five (5) years after the project completion date, as defined in the Grant Agreement, or five (5) years after the termination of this Agreement, which ever comes later.

Section 4.05 Campaign Contributions

The Redeveloper hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1).

ARTICLE V DEFAULT AND REMEDIES

Section 5.01 Breach

Should the Redeveloper or the City breach any of the terms of this Agreement and fail to cure the breach within thirty (30) days following receipt of written notice from the other with respect to a monetary breach, or with sixty (60) days following receipt of written notice from the other with respect to a non-monetary breach, either party shall have all rights and remedies available in law or equity including, without limitation, the right to require specific performance. Specifically, the Redeveloper may seek to terminate this Agreement by Court Order if the City or Clean Ohio Council denies disbursement of monies from the Clean Ohio Fund or fails to process a Draw Request in a reasonable timeframe. Neither Redeveloper nor the City shall consider the waiver of any notice by the City or Redeveloper a waiver of any subsequent default. Upon termination of this Agreement, the parties shall be released from any further obligations hereunder to each other, except as otherwise provided by Article IV - REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION of this Agreement. The City's liability shall be limited to any funds received from the State.

Section 5.02 Termination

If the Redeveloper fails to comply with the terms of this Agreement and the City incurs costs or expenses in connection with the enforcement of this Agreement or the collection of sums due under this Agreement, the Redeveloper shall reimburse the City upon demand for all costs and expenses incurred by the City in connection with such enforcement or collection, including reasonable attorney fees and/or court costs. If any such costs or expenses are not so reimbursed, interest upon any sum due and all costs and expenses incurred shall be added to the total amount due at the rate of five percent (5%) per annum from the date of demand. The City, in addition to all other remedies available, shall have the right to place a lien upon the Project Property.

Section 5.03 Repayment of Funds

A. Completed Project Does Not Comply With Applicable Cleanup Standards. In accordance with O.R.C. Section 122.653(C)(6), if the completed Project does not comply with applicable cleanup standards, then the Redeveloper shall pay to the City all or a portion of Funds provided to the Redeveloper as the City and/or State reasonable determine for repayment to the State. The Redeveloper shall pay this amount to the City no later than thirty (30) days after written notification by the City to the Redeveloper.

B. Non-Completion of Project. If the Project is not completed during the time provided for in the Grant Agreement, then the Redeveloper shall pay to the City all or a portion of Funds provided to the Redeveloper as the City and/or State reasonably determines for repayment to the State. The Redeveloper shall pay this amount to the City no later than thirty (30) days after written notification from the City to the Redeveloper.

C. Improper Use of Funds. If the funds are not expended by the Redeveloper in accordance with the terms and conditions set forth in this Agreement and the Grant Agreement, then the amounts improperly expended for not expended shall be returned by the Redeveloper to the City not later than thirty (30) days after written notification from the City to the Redeveloper. If the funds are not expended by the City in accordance with the terms and conditions set forth in this Agreement and/or the Grant Agreement, then the amounts improperly expended or not expended shall be returned by the City to the State from City funds not later than thirty (30) days after written notification by the State to the City.

D. Payment Overages. In no event shall disbursements exceed the Clean Ohio Funds received by the City for the Project.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01 Entire Agreement; Amendment

This Agreement, the exhibits attached hereto, and the documents, instruments, and agreements referred to herein, including the Grant Agreement, collectively constitute the entire agreement between the Redeveloper and the City with respect to the Project, and shall be binding upon, and inure to the benefit of the City and its successors and assigns and upon the Redeveloper and their successors and assigns. This Agreement may only be amended or supplemented by a written document signed by authorized representatives of both parties.

Section 6.02 Notices

All notices, consents, demands, waivers, approval and other communication made hereunder and in connection herewith shall in each case be addressed as follows:

If to the City: City of Massillon
 Michael J. Loudiana
 Director of Public Service and Safety
 151 Lincoln Way East
 Massillon, OH 44646
 Fax (330) 830-1764

And City of Massillon
 Pericles G. Stergios
 Director of Law
 Two James Duncan Plaza
 Massillon, OH 44646
 Fax (330) 833-7144

If to the Redeveloper: PSR Development Ltd
 Dave DiPietro
 PSR Development, Ltd.
 4141 Southway Street SW
 Canton, OH 44706

Any notices and other communications to be delivered by either party to the other pursuant to this Agreement shall be in writing and shall be deemed delivered as follows, except as otherwise specifically provided in this Agreement: (A) when hand delivered or faxed (provided that faxed notices must be confirmed within any applicable time period plus two (2) days by one of the following methods of notice); (B) one (1) business day after mailing by Federal Express or other overnight courier service; or (C) three (3) business days after deposit in the United States mail by registered or certified mail,

postage prepaid, return receipt requested, addressed to the party to be charged with notice at the above-recited address or the above-recited fax number or such other address or fax number as either party from time to time may designate by notice delivered to the other; provided, however, that no notice of change of address or fax number shall be deemed given until received by the party to be notified.

Section 6.03 Governing Law

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

Section 6.04 Assignment

1. Either party without the express written consent of the other party may not assign this Agreement. In the case of the City, any such assignment may require approval by appropriate legislation.

2. In the event the State seeks to terminate the Grant Agreement due to the action(s) or inaction(s) of the City or the Redeveloper, then the City may upon obtaining appropriate legislation, assign the rights, duties or obligations described in this Agreement and the Grant Agreement to another eligible applicant as allowed by Section XIX (E), (H) and (I) for consideration by the State.

Section 6.05 Force Majeure

Whenever any party to this Agreement is required to perform or to comply with the Agreement, the Application, the Program, or any other laws, rules, orders, ordinances, regulations or zoning regulations, such party shall not be deemed to be in default under this Agreement and the other party shall not enforce or exercise any of its rights under this Agreement with regard to such other party's default if and for so long as such non-performance or default is caused by Force Majeure (hereinafter defined); provided, however, that such party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes specified. "Force Majeure" means acts of God; acts of public enemies; fire or other casualties; acts, failure to act, orders, restraints or delays of any government (except City where City is claiming a Force majeure event) or any governmental department agency or other entity (including Massillon City Council and any quasi-judicial body of City including, without limitation, the Massillon City Planning Commission and/or the City of Massillon Board of Zoning Appeals); explosions, insurrections; failure or delay in obtaining permits or other approvals required under applicable law; civic disturbances; riots; delays of any contractor, subcontractor or supplier; litigation; strikes; landslides; earthquakes; storms; winds in excess of 75 m.p.h.; hurricanes, tornadoes and floods; and other conditions beyond the reasonable control of the party whose obligations are excused. If any event occurs that causes or may cause the Force majeure event in any party's compliance with any requirement stated above, the claiming party shall notify the other party in writing within fourteen (14) days from when the claiming party knew, or by

the exercise of due diligence should have known, of the event, describing in detail the anticipated length of the delay, the precise cause or causes of delay, the measures taken and to be taken by the claiming party to prevent or minimize the delay and the timetable by which those measures will be implemented. The claiming party will adopt all reasonable measures to avoid or minimize any such delay.

Section 6.06 Further Assurances

Each party will, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to carry out the terms and conditions of this Agreement and shall do any and all other acts as reasonably may be requested in order to carry out the intent and purpose of this Agreement. Each party further covenants that from and after the Effective Date, each party shall use reasonable commercial efforts to cooperate with each other to secure all consents, approvals, authorizations and otherwise take such further actions necessary to effect the Project and other activities contemplated by this Agreement.

Section 6.07 Negation of Partnership; Third-Party Rights

Nothing contained in this Agreement shall be construed or interpreted as creating any agency, partnership, co-partnership or joint venture relationship between the parties hereto. Nothing contained herein, and nothing that may be implied hereby, is intended to or shall be construed to confer upon any person or entity, other than the parties hereto, any right or remedy under or by reason of this Agreement.

Section 6.08 Consents and Approvals to be Reasonable

Except as otherwise specifically provided in this Agreement, all consents and approvals required under this Agreement shall not be unreasonably withheld or delayed, and in the case of the City shall be given by the Director of Public Service and Safety, unless otherwise required by applicable law, and in the case of the Redeveloper shall be given by any authorized member of the Redeveloper. Either party shall be entitled to conclusively rely on the consent or approval of the other provided the same is executed by those persons holding the offices or authorized to perform the duties of such offices specified herein.

Section 6.09 Counterpart Execution

This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument, notwithstanding that all of the parties are not signatories to the same counterpart. A fax or photocopy of this Agreement shall be enforceable as if such fax or photo copy was an original.

Section 6.10 Headings; Construction

The headings that have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day that is not a Saturday, Sunday or legal holiday. Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

Section 6.11 Conflicts

In the event of any conflict between the Grant Agreement and this Agreement, the provisions, terms and conditions of the Grant Agreement shall control.

ARTICLE VII TERMINATION OF AGREEMENT

Unless another timeframe has been previously stated, this Agreement shall terminate after all Clean Ohio Funds received by the City have been disbursed, or as otherwise determined terminated by a court under Article V – DEFAULT; REMEDIES, or terminated under Section 2.06 – Termination, except as otherwise provided by Article IV – REPRESENTATIVES AND WARRANTIES; INDEMNIFICATION of this Agreement.

EXHIBITS

Exhibit A	Legal Description of Project Area
Exhibit B	Ordinance
Exhibit C	Clean Ohio Grant Agreement

[The rest of this page is intentionally blank]

IN WITNESS WHEREOF, after due authorization, the parties have each caused this Agreement to be duly executed as of the day of and year first written above.

CITY OF MASSILLON:

By: _____

Date: _____

REDEVELOPER:
PSR Development Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

The legal form and correctness
of this instrument is approved.

Pericles G. Stergios
Director of Law

By: _____

Date: _____

EXHIBIT A

NICHOLS FIELD SERVICES, INC.

Instr: 200405080015407 03/09/2004
P: 11 of 17 F: \$148.00 3:51PM DEED
Rick Campbell
Stark County Recorder 72004080015404

CANTON OFFICE

2 Fremont Place, SW
Canton, OH 44708
(330) 453-6688

Republic Technologies International
Massillon Hot Rolled Plant Proper

CADIZ BRANCH

P.O. Box 414
Cadiz, OH 43907
(740) 988-2117
Fax: (740) 988-0114
Toll Free: 1-866-968-2117

Instr: 200405080015407 03/09/2004
P: 11 of 17 F: \$148.00 3:51PM DEED
Rick Campbell
Stark County Recorder 72004080015404

TOTAL
331.5152 Acres

Known as and being Massillon Works Parcel #4 323.3086 acres recorded in O.R. 880 Page 692 (Page 661) and 8.221 acre former Penn Central Realty tract recorded in O.R. 1371 Pg. 125, NKA Outlots #665 (P.B. 59, Pg. 47) and #515 (P.B. 42, Pg. 16) and a portion of 9th Street S.W. annexed in P.B. 59 Pg. 47, but not numbered, located in the City of Massillon, Stark County, Ohio. Bounded and described as follows:

Beginning for reference at a 1" stainless steel bar found marking the centerline of Albrecht St. S.W. and the Northwest corner of Outlot 515 in said City of Massillon being the True Place of Beginning of the tract herein described; thence proceeding along the following 74 courses:

S 85°32'32" E 519.49 feet along said Albrecht St. S.W. centerline to a Railroad spike set at the Northwest corner of a 16.32 acre tract now or formerly owned by Ohio Edison Company (D.V. 2174, Page 377) thence along said 16.32 acre tract the following 6 courses

S 05°51'06" W 545.00 feet to a #5 rebar 30" long bearing a cap imprinted NGN #5586 found; thence

S 85°32'32" E 203.42 feet to a #5 rebar found (#5586 unless noted); thence

S 05°51'06" W 658.65 feet to a 1" iron pipe found bearing a cap H & A LTD; thence

S 85°40'46" E 500.13 feet to a #5 rebar found (H&A LTD); thence

N 05°41'04" E 1202.37 feet to a #5 rebar found; thence

N 85°32'32" W 116.17 feet along the North line of said 16.32 acre tract to a Railroad spike found marking the intersection of the centerlines of said Albrecht St. S.W. and 9th Street, SW; thence

N 04°28'21" E 15.06 feet to a railroad spike found on the old West Right-of-Way of said 9th Street, SW; thence

N 23°58'16" E 932.16 feet along said old West Right-of-Way of said 9th Street SW to a #5 rebar found; thence continuing along said old West Right-of-Way

Engineering • Surveying • Structural Designs & Inspections

Instr: 200403080015467 03/09/2004
P: 12 of 17 F: \$148.00 3:51PM DEED
Rick Campbell
Stark County Recorder T200400000006

Instr: 200405050031524 05/05/2004
P: 12 of 17 F: \$162.00 10:28AM DEED
Rick Campbell
Stark County Recorder T200400100004

Page 2 of 6
Massillon Hot Rolled
331.5152 Acres

N 26°38'14" E 2343.95 feet along said old West Right-of-Way line of said 9th Street SW and along the East line of the lands now or formerly owned by Ohio Paper Products Co. (D.V. 3949 Page 734) to a 5/8" iron bar found at the intersection of the old West Right-of-Way and the centerline of 9th St. S.W.; thence

N 08°38'26" E 354.35 feet along the centerline of said 9th St. S.W. to a Railroad spike found; thence

N 89°57'19" E 1070.35 feet along the South line of the lands now or formerly owned by the Massillon Development Foundation, Inc. (O.R. 233 Page 321) to a #5 rebar found; thence

N 64°29'19" E 373.00 feet along the South line of the lands now or formerly owned by the First Savings & Loan Co. of Massillon (O.R. 279 Page 233) to a #5 rebar found at the Point of a curve to the right; thence along said Railroad curve and being the South line of said First Savings & Loan Co. Of Massillon lands,

Having an arc length of 288.11 feet, a radius of 1159.31 feet, a delta of 14°14'21", a chord bearing and distance of N 71°36'18" E 287.37 feet, a degree of curve of 04°56'38" and a tangent of 144.80 feet to a #5 rebar found; thence

N 78°43'17" E 469.52 feet along said South line of said First Savings & Loan Co. of Massillon to a #5 rebar found at a point to curve to the Left; thence along said Railroad curve

Having an arc length of 34.57 feet, a radius of 941.87 feet, a delta of 02°06'10", a chord bearing and distance of N 77°40'08" E 34.57 feet, an a degree of curve of 06°05'10", and a tangent of 17.29 feet to a #5 rebar found; thence

S 33°42'24" W 640.61 feet along the West line of the lands now or formerly owned by the Consolidated Rail Corporation (D.V. 901 Page 423) to a 1/2" iron bar found bearing a cap H & A; thence proceeding along said railroad yard

S 01°12'24" W 142.66 feet along said West line of said Consolidated Rail Corporation to a 1/2" rebar found bearing a cap H & A being on a West line of the lands now or formerly owned by Lukens Steel (O.I.R. 97023825); thence along said Lukens Steel lands the following 30 courses, all 1/2" rebars found bear a cap imprinted H & A LTD; thence

N 56°18'39" W 142.87 feet to a 1/2" rebar found; thence



Instr: 20040309015487 03/09/2004
P: 13 of 17 F: \$162.00 10:28 AM DEED
Rick Campbell
Stark County Recorder T20040309015487

Instr: 20040309015487 03/09/2004
P: 13 of 17 F: \$162.00 10:28 AM DEED
Rick Campbell
Stark County Recorder T20040309015487

Page 3 of 6
Massillon Hot Rolled
331.5152 Acres

S 33°41'22" W 195.00 feet to a ½" rebar found; thence
S 56°18'37" E 226.33 feet to a ½" rebar found; thence
S 12°45'50" W 384.97 feet to a ½" rebar found; thence
S 74°46'47" E 130.85 feet to a ½" rebar found; thence
S 15°14'14" W 116.62 feet to a ½" rebar found; thence
S 28°25'23" W 549.94 feet to a ½" rebar found; thence
S 38°50'00" W 137.99 feet to a ½" rebar found; thence
S 28°09'14" W 651.53 feet to a ½" rebar found; thence
S 47°29'35" E 440.54 feet to a Railroad spike found; thence
N 37°38'59" E 889.05 feet to a ½" rebar found; thence
N 33°45'05" E 863.94 feet to a ½" rebar found; thence
N 46°52'21" E 22.81 feet to a ½" rebar found; thence
N 78°50'56" E 215.33 feet to a ½" rebar found; thence
N 28°03'51" E 76.71 feet to a ½" rebar found; thence
N 10°56'48" W 231.08 feet to a Railroad spike found; thence
N 33°22'02" E 641.39 feet to a ½" rebar found; thence
S 61°48'08" E 247.10 feet to a Railroad spike found; thence
S 28°09'03" W 40.25 feet to a Railroad spike found; thence
S 34°34'39" W 44.72 feet to a Railroad spike found; thence
S 61°27'34" E 80.80 feet to a Railroad spike found; thence

Instr: 200403001524 05/05/2004
P: 14 of 17 F: \$162.00
Rick Campbell 10:20 AM DEED
Stark County Recorder 120040015604

Instr: 2004030015487 05/05/2004
P: 14 of 17 F: \$148.00
Rick Campbell 2:51 PM DEED
Stark County Recorder 120040015605

Page 4 of 6
Massillon Hot Rolled
331.5152 Acres

S 27°36'04" W 23.98 feet to a ½" rebar found; thence
S 62°06'24" E 35.76 feet to a ½" rebar found; thence
N 28°04'02" E 3.00 feet to a ½" rebar found; thence
S 61°55'58" E 18.00 feet to a ½" rebar found; thence
S 28°04'02" W 4.00 feet to a ½" rebar found; thence
S 61°55'58" E 151.61 feet to a Railroad spike found; thence
S 30°19'11" E 202.93 feet to a Railroad spike found; thence
S 00°19'26" E 50.23 feet to a Railroad spike found; thence
S 76°02'01" E 175.25 feet to a #5 rebar found on the West Right-of-Way of the lands
now or formerly owned by the R.J. Corman Railroad and being the westerly line of
Outlot 674; thence along the West Right-of-Way of said Railroad and West line of
said Outlot 674, the next 20 courses, along a railroad curve to the right
Having an arc length of 2422.00 feet, a radius of 3036.54 feet, a delta of 45°42'00",
a chord bearing and distance of S 40°50'48" W 2358.30 feet, a degree of curve of
01°53'13", and a tangent of 1279.56 feet to a #5 rebar found; thence
S 63°41'49" W 122.90 feet to a #5 rebar found; thence
N 12°23'09" W 35.60 feet to a #5 rebar found; thence
S 58°32'18" W 85.00 feet to a #5 rebar found; thence
S 30°55'11" E 27.00 feet to a #5 rebar found; thence
S 63°41'49" W 33.80 feet to a #5 rebar found; thence
S 63°40'14" W 1281.60 feet to a #5 rebar found at a Point of Curve to the left; thence
along said railroad curve
Having an arc length of 375.09 feet, a radius of 1796.41 feet, a delta of 11°57'48",
a chord bearing and distance of S 57°41'14" W 374.41 feet, a degree of curve of
03°11'23", and a tangent of 188.23 feet to a #5 rebar found; thence

Instr: 200403090015457 03/09/2004
P: 15 of 17 F: 5148.00 3:51PM DEED
Rick Campbell Stark County Recorder 720040010504

Instr: 200403090015457 03/09/2004
P: 15 of 17 F: 5148.00 3:51PM DEED
Rick Campbell Stark County Recorder 720040010504

Page 5 of 6
Massillon Hot Rolled
331.5152 Acres

S 51°42'14" W 421.30 feet to a #5 rebar found at a Point of Curve to the left; thence along said railroad curve

Having an arc length of 520.57 feet, a radius of 980.06 feet, a delta of 30°26'00", a chord bearing and distance of S 44°05'44" W 514.47 feet, a degree of curve of 05°50'55", and a tangent of 266.58 feet to a #5 rebar found; thence

S 36°29'14" W 769.44 feet to a 1" stainless steel bar found in concrete; thence

S 43°22'09" W 344.93 feet to a #5 rebar found; thence

S 26°33'50" W 434.90 feet to a 1" stainless steel bar found in concrete; thence

S 20°53'15" W 215.93 feet to a 1" stainless steel bar found in concrete; thence

N 81°31'10" W 43.05 feet to a #5 rebar found; thence

S 10°36'22" W 70.20 feet to a ¾" iron pipe found; thence

S 09°42'42" W 60.97 feet to a #5 rebar found at a Point of curve to the left; thence along said railroad curve

Having an arc length of 297.33 feet, a radius of 1135.30 feet, a delta of 15°00'20", a chord bearing and distance of S 01°49'25" W 296.48 feet, a degree of curve of 05°02'54", and a tangent of 149.52 feet to a ¾" iron pipe found; thence

S 04°13'03" E 186.48 feet to a badly deteriorated ¾" iron pipe found at a Point of curve to the left; thence along said railroad curve

Having an arc length of 660.95 feet, a radius of 2271.26 feet, a delta of 16°40'24", a chord bearing and distance of S 11°19'18" E 658.62 feet, a degree of curve of 02°31'22", and a tangent of 332.83 feet to a 1" stainless steel bar found; thence

S 70°51'27" W 139.66 feet to a stainless steel bar found on the East line of the lands now or formerly owned by T. & C. Swisher (O.I.R. 96068715); thence

N 11°40'55" W 770.94 feet to a ¾" stainless steel bar found at the Southeast corner of the lands now or formerly owned by D. Hendricks, et al O.I.R. 95059849; thence

Instr: 20040308015487 03/08/2004
P: 16 of 17 P: 140.00 2: 51PM DEED
Rich Campbell Stark County Recorder 120040019604

Instr: 20040308015487 03/08/2004
P: 16 of 17 P: 140.00 2: 51PM DEED
Rich Campbell Stark County Recorder 120040019604

Page 6 of 6
Massillon Hot Rolled
331.5152 Acres

N 43°36'53" W 819.52 feet along said Hendricks lands to a #5 rebar found on the South Section line of Section 19, Perry Township; thence

N 36°05'52" W 740.63 feet along said Hendricks lands to a bent 1" iron bar found; thence

N 80°48'32" W 404.40 feet along the North line of said Hendricks lands to a #5 rebar found at the Southeast corner of the lands now or formerly owned by I. & M. Havenstein (D.V. 3440 Pages 43-45); thence

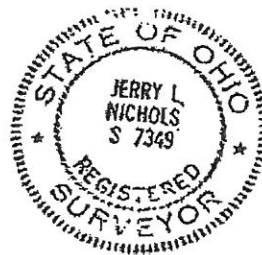
N 05°51'06" E 1635.47 feet along the East line of said Havenstein lands and along the East line of the lands now or formerly owned by P. Eber (O.R. 825 Page 735) the East line of the lands now or formerly owned by A. Ashburn (O.R. 1739 Page 651) and along the East line of the lands now or formerly owned by T. & J. Phillips (O.L.R. 96027841) to the True Place of Beginning.

The above described tract contains 331.5152 acres of land more or less of which 310.9495 acres are in Outlot #665, 17.4394 acres are in Outlot #515, and 3.1627 acres are in Ninth St. SW, 0.1788 acres are in Albrecht St. SW as surveyed by Nichols Field Services, Inc. under the supervision of Jerry L. Nichols, Registered Professional Surveyor #7349 in December of 1998 and is subject to all legal highways and easements of record. The basis of bearing for this document is the North line of Outlot 588 from a NFSI survey for Republic Engineered Steels, Inc. dated 12/03/93 bearing S 86°22'00" E.

Jerry L. Nichols
Registered Professional Surveyor #7349

03/02/04

"Deed checked for tract
description only"
for STARK COUNTY ENGINEER
MAR 08 2004
By STARK COUNTY AUDITOR
Deputy



GRANT AGREEMENT

(Clean Ohio Assistance Fund - Phase II Assessment)

This Grant Agreement ("Agreement") is made and entered into by and between the **Director, Ohio Department of Development** ("Grantor") and City of Massillon ("Grantee"), for the purpose of assisting the Grantee with a Phase II Property Assessment of a Brownfield located at 410 Oberlin Avenue Southwest, Massillon, Ohio, 44647 (Stark County) also known as the former Republic Steel Facility ("Project") and further described in Attachment A, *Scope of Work*, which is attached hereto and made a part of this Agreement hereof, and also further described in Grantee's Application, which shall be made a part of this Agreement as if attached hereto. This Agreement shall have the Ohio Department of Development ("ODOD") Grant Control Number of 10-059 ADMN.

BACKGROUND INFORMATION

Grantee submitted an initial Application on September 8, 2009, to the Grantor to receive Clean Ohio Revitalization Fund "Assistance Fund" money to conduct a Phase II Property Assessment at the Project Property.

On March 1, 2010, Grantor considered this Application. After due consideration, Grantor, by the authority vested in it by O.R.C. 122.656, approved the Application in the amount described below in Section I of this Agreement.

The Controlling Board voted on April 5, 2010, through Controlling Board Action No. DEV0101003, to make available to Grantor money in the amount of Three Hundred Thousand Dollars and No/100 (\$300,000.00) to fund this Agreement with Grantee.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and subject to the following conditions, the parties hereby agree as follows:

I. Grant of Funds.

Subject to the terms of this Agreement and to the availability of appropriated funds, Grantor hereby grants funds to Grantee in the amount of Three Hundred Thousand Dollars and No/100 (\$300,000.00) or the actual total cost of the Project, whichever is less, ("Funds") for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project as set forth in Attachment A. All Funds shall only be spent on the Project and at the Project Property. Grantee shall receive the Funds granted herein on a reimbursement basis upon submission to Grantor and approval by Grantor of proper documentation detailing costs for Eligible Activities incurred by Grantee and as further set forth in Section V of this Agreement.

II. Grant Administration and Notices.

- A. This Agreement shall be administered on behalf of Grantor through ODOD's Office of Urban Development.
- B. All notices required of Grantor or Grantee pursuant to this Agreement shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid; by a delivery service that can provide proof of mailing and receipt by both parties; or by verifiable electronic or facsimile transmission to the addresses or numbers listed below or to such other addresses or numbers as a party to this Agreement may designate.
- C. All notices to Grantor, including reports, documents, correspondence, disbursement requests, change orders and actions, required of Grantee pursuant to this Agreement shall be submitted to:

Mr. William Murdock, Director
Urban Development Division
Ohio Department of Development
77 South High Street, 26th Floor
Columbus, Ohio 43215
FAX 614.466.4172

- D. All notices to Grantee shall be submitted to:

The Honorable Francis F. Cicchinelli, Jr., Mayor
City of Massillon
151 Lincoln Way East
Massillon, Ohio 44646
FAX 330.830.1764

III. Definitions.

As used in this Agreement:

- A. "Agreement" means this grant agreement and all of the terms, provisions, and conditions set herein and agreed to by and between Grantor and Grantee.
- B. "Application" means all documents and/or disks that Grantee submitted to Grantor to receive Clean Ohio Revitalization Fund "Assistance Fund" money including all subsequent changes and additions made to these documents and/or disks up to the Effective Date of this Agreement.
- C. "Brownfield" means the same as that term is defined in O.R.C. §122.65(D).
- D. "Development Partner" means an entity, if any, that joined with Grantee in the submission of the Application.

- E. "Effective Date" means the date of signature by Grantor in Section XVII of this Agreement.
- F. "Eligible Activities" means those activities required to directly accomplish a Phase II Property Assessment.
- G. "Funds" means the amount of money Grantor grants to Grantee in this Agreement or the actual total cost of the Project, whichever is less.
- H. "Ineligible Expenses." The following expenses are not eligible for reimbursement:
1. Administrative costs, in accordance with O.R.C. §122.65(E), §§122.657(G) and 122.658(D) and as further set forth by Policy §5.05 and repeated here, to include, but not limited to, the following:
 - a) Application preparation;
 - b) Costs to comply with public participation requirements;
 - c) Preparation of disbursement requests; or
 - d) Legal fees, audit and construction management fees related to the Application and/or Project implementation.
 2. Tire removal and disposal, in accordance with Policy §3.02.
 3. Removal of underground storage tanks and remediation of petroleum leaked from the tank, in accordance with Policy §3.03.
 4. Removal of solid wastes, except to the extent that the solid waste is co-mingled with hazardous substances or petroleum, as defined in O.R.C. §122.65(E), in accordance with Policy §3.04.
 5. The construction of new facilities located at the Project, except for facilities necessary for environmental remediation, in accordance with Policy §3.05.
 6. Any other expenses reasonably deemed to be ineligible by Grantor.
- I. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, to the Grantee, any Grantee employee, a Development Partner, any Development Partner employee, contractor, contractor employee, subcontractor at any tier, or employee of a subcontractor at any tier, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Project or in connection with a subcontract at any tier relating to this Project.
- J. "O.R.C." means the Ohio Revised Code.

- K. "Phase II Property Assessment" means the same as that term is defined in Ohio Administrative Regulation 3745-300-07.
- L. "Policy" means the Clean Ohio Assistance Fund Policies, as adopted by Grantor.
- M. "Project" shall refer to the Phase II Property Assessment, as that phrase is defined herein, of the Project Property.
- N. "Project Completion Date" means the date the Phase II Property Assessment Report is submitted to Grantor.
- O. "Progress Report" means the Grantee shall submit a report to ODOD at the beginning of each quarter of the Term of the agreement following the Effective Date as described in Section VIII of this agreement.
- P. "Disbursement Manual" means the ODOD COAF and CORF Disbursement Request Procedure Manual, which outlines disbursement procedures and provides disbursement guidelines, as from time to time may be amended. Disbursement Manual is made available via ODOD website: <http://clean.ohio.gov/BrownfieldRevitalization/InformationForGrantees.htm>.

IV. Securing Consultant(s) or Contractor(s).

- A. Grantee agrees that the procurement of goods, as defined in COAF policy and statutes, for which reimbursement is requested from the Funds shall be through a competitive procurement process if the aggregate cost of such goods is equal to or greater than Thirty Thousand Dollars (\$30,000.00). Where the procurement of such goods is conducted pursuant to a procurement process required or allowed by the Ohio Revised Code for a Municipality, County Township, or Port Authority, such procurement process meets the requirements of this paragraph. Where the procurement of such goods is not subject to a procurement process required or allowed by the Ohio Revised Code, the Grantee agrees that the procurement of such goods shall be through a process whereby the Grantee solicits at least three qualified bids for goods supported by bid specifications; and receives at least two responses; and enters into an agreement with the respondent providing the lowest and best bid for the provision of goods. In any procurement of goods through a competitive procurement process, whether that process is prescribed by the Ohio Revised Code or this Agreement, the Grantee shall provide deliverables to the Grantor as described in Section VIII of this Agreement.
- B. Where performance of Eligible Activities are carried out by a Development Partner or a consultants or contractor of Grantee or Development Partner, Grantee shall make the provisions of this Agreement binding on such Development Partner or consultants or contractor. However, Grantee has the ultimate legal responsibility for insuring compliance with requirements of the Agreement.
- C. Grantee agrees that the procurement of services, as defined in COAF policy and statutes, where the aggregate cost of such services is equal to or greater than Thirty Thousand Dollars (\$30,000.00) shall be through a qualification based process.

Where the procurement of such services is not subject to a procurement process required or allowed by the Ohio Revised Code, Grantee is encouraged to employ the procedures outlined in O.R.C. Chapter 153 as a safe harbor. In any procurement of services through a qualification based process whether that process is prescribed by the Ohio Revised Code or this Agreement, the Grantee shall provide deliverables to the Grantor as described in Section VIII of this Agreement

V. Disbursement.

- A. Disbursement requests for the Project will be processed subject to, but not limited by, the following requirements:
 - 1. Costs were incurred as a result of Eligible Activities;
 - 2. Costs were included in the Application;
 - 3. Costs were required within the scope of the Project as evidenced by Attachment A;
 - 4. Costs were incurred on or after the Effective Date of this Agreement; and
 - 5. Costs were incurred pursuant to a valid contract or subcontract for this Project.
- B. Ineligible Expenses will not be reimbursed.
- C. Payments to Grantee will be made on a reimbursement basis, once every thirty (30) days with invoice submittals. Grantee shall submit a disbursement request form for payment of Eligible Activities, which shall include any and all invoices, vouchers, paid receipts, pay stubs, signed time sheets, or other supporting documentation. Grantor shall be the sole judge of the adequacy of such documentation. If Grantor determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required for a particular invoice, the burden of providing the required information or documentation is on Grantee. Costs incurred by Grantee which are associated with providing the required additional information or documentation and costs which are related to defending an inadequate or insufficient invoice shall not be charged to Grantor and shall not be considered an allowable expense under this Agreement. Failure to comply with this section shall delay payment to Grantee under this Agreement.
- D. Grantee may submit a request for disbursement once every thirty days (30) in the manner indicated in Sections V(C) and VIII(A).
- E. Disbursement requests shall be promptly reviewed by ODOD and such review shall include, among other things, a determination of the eligibility of the expenses included in each request pursuant to the disbursement criteria and other requirements set forth above. Based upon its review of a request for disbursement, ODOD may deny the request, in whole or in part, for failure to meet the disbursement criteria or other requirements set forth above. In the event of a complete or partial denial of a disbursement request, ODOD shall notify Grantee in

writing, including a statement of specific reasons for such complete or partial denial. Notice of denial, in whole or in part, and voucher preparation shall occur within Forty (40) days after receipt. In the event Grantor denies a disbursement request, Grantee shall have the right to resubmit said disbursement request with additional information, which the Grantor shall in good faith reconsider. ODOD will prepare a voucher for approved disbursement requests and forward the same for payment to an account designated by Grantee. If such an account bears interest, then all interest income earned from such an account shall be used to the direct benefit of the Project. All such monies, if any, shall be accounted for in the reports.

VI. Grantee Deliverables.

- A. Grantee shall provide or cause to be provided to Grantor all of the following:
1. Copy of declarations page or certificate of insurance showing Grantee, Development Partner, or Consultants(s) or Contractor(s) comprehensive general liability insurance coverage, as described in Section IX(A) of this Agreement.
 2. Requests for disbursement of Funds as described in Section V(D) of this Agreement.
 3. Progress Reports of the Project, which are to be submitted every 90 days due the first day of the quarter following the Effective Date
 4. The Certification of No Outstanding Liabilities (Attachment D), which is hereby attached and incorporated into this document.
 5. Phase II Property Assessment Report prepared in accordance with American Society of Testing Materials (ASTM) standards.
- B. Grantee must submit Items 1 and 4 of Section VI(A) prior to the first disbursement request. ODOD will not process any requests for disbursement without the submittal of Items 1 and 4.

VII. Term of Agreement.

- A. The term of this Agreement ("Term") shall be from the Effective Date to the Project Completion Date. The Project Completion Date shall be the earlier of November 8, 2011 or upon submission and acceptance of the Phase II Environmental Assessment. The Project Completion Date may be extended upon written approval of the Grantor.
- B. If it is anticipated that Grantee will not have completed the Project by the Project Completion Date, Grantee must request an extension of time for the Project Completion Date within thirty (30) days before the Project Completion Date, unless otherwise agreed upon by Grantor. It will be within the sole discretion of Grantor to grant such extension of time.

VIII. Reports and Submittal Deadlines.

- A. Grantee shall provide to ODOT Progress Reports, to be submitted every ninety (90) days due on the first day of the quarter following the Effective Date (January 1, April 1, July 1, or October 1) during the Term. The Progress Report shall include a description of all work completed for each task, beginning and end dates of field work, proposed tasks and objectives for the previous quarter, and any recent significant events regarding the Project.
- B. Phase II Property Assessment Report. Grantee shall submit to Grantor a Phase II Property Assessment Report within the time period specified in Section VII of this Agreement. The Phase II Property Assessment Report shall be prepared in accordance with ASTM standards. Notwithstanding any other provision in this Agreement, Grantor shall withhold ten percent (10%) of Funds pending receipt of the Phase II Property Assessment Report.
- C. An authorized representative of Grantee shall certify as accurate the information contained in the Progress Reports and Phase II Property Assessment Report and sign a statement to such effect.
- D. If the last date on which a report is due falls on a Saturday, Sunday, or a legal holiday, as defined by O.R.C. §1.14, then the report must be received on the next succeeding day that is not a Saturday, Sunday, or a legal holiday.
- E. In addition, Grantee shall supply Grantor with any additional reports containing such information as Grantor may from time to time reasonably require. All costs incurred by Grantee in complying with the reporting requirements contained in this Agreement shall be borne by Grantee and shall not be an allowable expense of the Funds.

IX. Other Grantee Requirements.

- A. Liability Insurance. Grantee, Development Partner(s), or contractor shall obtain and maintain comprehensive general liability insurance with a minimum of one million dollars (\$1,000,000) combined single limit, for claims that may arise from their operations under this Agreement, naming Grantor and the State of Ohio as additional insured parties. The evidence of insurance sent to Grantor shall contain a clause to the effect that cancellations, reductions, or restrictions shall not be made without thirty (30) days prior written notice to Grantor. The cost of liability insurance required by Grantor is not a reimbursable expense. If Grantee is self-insured, Grantee may, in lieu of the above requirement, submit to Grantor a letter from Grantee's auditor stating substantially that it would protect and indemnify Grantor and the State of Ohio in a like manner.
- B. Accounting of Funds. The Funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement

and shall be supported by contracts, invoices, vouchers, paid receipts, pay stubs, signed time sheets, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement shall allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

X. Falsification of Information.

Grantee affirmatively covenants that it has not knowingly and intentionally made any false statements to Grantor in the process of obtaining this grant of Funds. If Grantee has knowingly and intentionally made a false statement to Grantor to obtain this grant of Funds, Grantee shall be required to return all Funds immediately pursuant to O.R.C. §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 to O.R.C. §9.66(C)(1). Any person who knowingly provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. §2921.13(F)(1), which is punishable by a fine of not more than one thousand dollars (\$1,000) and/or a term of imprisonment of not more than one hundred eighty (180) days. Furthermore, any person who knowingly violates O.R.C. §122.652(A)(2) by signing an affidavit certifying that an applicant for these Funds did not cause or contribute to the release of hazardous substances or petroleum at a Brownfield that is the subject of the Application may be guilty of a felony, pursuant to O.R.C. §122.99, which is punishable by a fine of not less than ten thousand dollars (\$10,000) or more than twenty-five thousand dollars (\$25,000) and/or a term of imprisonment of not less than two (2) years or more than four (4) years.

XI. Continuing Affirmations.

A. Outstanding Liabilities.

1. To the best of its knowledge and belief, Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes or moneys due to the State of Ohio, any agency of the State of Ohio, or any political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or any agency of the State of Ohio for the administration or enforcement of the environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, any agency of the State of Ohio, or a political subdivision of the State of Ohio that are past due, whether the amounts owed are being contested in a court of law or not.
2. If Grantee owes any outstanding liability, liabilities or findings for recovery as described above in Section XI(A)(1), or if Grantee is aware or becomes aware of any outstanding liability, liabilities or findings for recovery owed by a Development Partner or any affiliate entities of a Development Partner, at any point during the Term of this Agreement, Grantee shall immediately disclose to Grantor such liability, liabilities or findings for recovery.
3. Grantor shall not terminate this Agreement based solely on any outstanding liability or liabilities disclosed in accordance with Section XI(A)(1) or (2) above unless such liability or liabilities has or have a material impact on Grantee's ability to perform any or all of Grantee's duties or obligations under this Agreement.

4. This Section is not intended to require a Grantee or a Development Partner to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

B. Conflicts of Interest. No personnel of Grantee, any subcontractor of Grantee, or public official, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement shall, prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

C. Kickbacks. Grantee affirmatively covenants that it has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any Kickback nor will it provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any Kickbacks during the Term of this Agreement; and has not included, directly or indirectly, the amount of any Kickback in the estimated cost of this Project nor will include, directly or indirectly, the amount of any Kickback into any request for reimbursement. Grantee will incorporate the requirements of this paragraph in all of its respective contracts or agreements with Development Partner(s), including any legal affiliate(s) of Development Partner(s), contractor(s), and subcontractor(s) and Grantee will require Development Partner(s) to incorporate such requirements in all subcontracts for work performed in furtherance of this Agreement.

D. Adherence to Federal, State, and Local Laws, Regulations.

1. Grantee agrees to comply with all applicable federal, state, and local laws related to Grantee's performance of the obligations of this Agreement including applicable competitive bidding requirements. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

2. In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. The Grantee

understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

- E. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts or agreements with Development Partner(s), including any legal affiliates of Development Partner(s), contractor(s), and subcontractor(s) for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require Development Partner(s) to incorporate such requirements in all subcontracts for such work.
- F. Prevailing Wages. In accordance with O.R.C. Chapter 4115, construction projects involving moneys allocated from the Clean Ohio Revitalization Fund shall require the recipient of the funds to pay prevailing wage rates for workers involved in any construction activity on the Project. It shall be the responsibility of Grantee to comply with all prevailing wage requirements. The Ohio Department of Commerce, Division of Labor and Worker Safety, Bureau of Wage and Hour, will make all determinations on the requirements of paying prevailing wages. If the Ohio Department of Commerce, Division of Labor and Worker Safety, Bureau of Wage and Hour, determines that prevailing wage rates are to be paid, then pursuant to O.R.C. §4115.032, Grantee shall designate a Prevailing Wage Coordinator who shall be vested with all the powers, duties, and responsibilities required by law of a Wage Coordinator.
- G. Records, Access and Maintenance.
1. Grantee shall establish and maintain for at least five (5) years from the Project Completion Date or termination of this Agreement such records as are required by Grantor, including but not limited to, financial reports, supporting documentation for disbursement requests, and all other relevant information.
 2. Pursuant to O.R.C. §9.66(B), Grantee also authorizes Grantor to inspect the personnel records or corporate financial statements of Grantee, including tax records and other similar information not open to public inspection.
 3. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason Grantor shall require a review of the records related to the Project, Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

4. Grantee will incorporate the requirements of these paragraphs above in all of its respective contracts or agreements with Development Partner(s), including any legal affiliates of Development Partner(s).
- H. Audits and Inspections. At any time during normal business hours upon written notice and as often as Grantor may deem necessary, Grantee shall make available to Grantor, for examination, and to appropriate state agencies or officials, access to the Project Property, and all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee will incorporate the requirements of this paragraph in all of its respective contracts or agreements with Development Partner(s), including any legal affiliates of Development Partner(s).
- I. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Grantee must certify compliance with Ohio Revised Code Section 2909.33.

XII. Termination.

- A. If, as determined by Grantor, Grantee has failed to perform satisfactorily any requirements of this Agreement, or if Grantee is in violation of any provision of this Agreement, or any provisions of any other agreement entered into by and between Grantor and/or the State of Ohio and Grantee, or upon just cause, Grantor may:
 1. Terminate the Agreement after providing Grantee with written notice, in accordance with the notice provisions of Section III of this Agreement, of its failure to perform satisfactorily any requirement of this Agreement. The Notice shall provide Grantee with a thirty (30) day period to cure any and all defaults under this Agreement unless Grantee has already been accorded thirty (30) days to cure the stated issue. During the thirty (30) day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor, which are necessary to enable Grantee to continue its operation and achieve compliance as set forth in the Notice; or
 2. Immediately terminate the Agreement.
- B. If Grantor terminates this Agreement, then Grantee shall pay to Grantor, for repayment to the Clean Ohio Assistance Fund, all Funds provided to Grantee unless Grantor directs otherwise. Grantee shall pay this amount to Grantor no later than thirty (30) days after written notification by Grantor to Grantee.

XIII. Forbearance Not a Waiver.

No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

XIV. Certification of Funds.

None of the rights, duties and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the Ohio Revised Code, including but not limited to, section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

XV. No Changes.

Grantee acknowledges by its signature of this Agreement that there have been no changes in the Application as finally submitted to the Grantor, property ownership, or other conditions of the property or Project since the date the Grantor awarded the Funds. If the Project changes, Grantee shall notify Grantor immediately.

XVI. Miscellaneous.

- A. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- B. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.
- C. Entire Agreement. This Agreement and its attachments and any documents referred to herein, including the Application, constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- D. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- E. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the statutes, policies and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement. All amendment requests and notifications must be received a minimum of thirty (30) days prior to any disbursement submission that includes the proposed change(s).

1. A budget amendment is required when a Grantee wishes to reallocate more than ten percent (10%) of the funds in any one line item of greater than ten thousand dollars (\$10,000) in the approved budget. Reallocation of less than ten percent (10%) of the funds in a line item of greater than ten thousand dollars (\$10,000) requires written notification from the Grantee to the Grantor;
 2. A budget amendment is required when adding a new budget line item of greater than five thousand dollars (\$5,000), or five percent (5%) of the grant whichever is less. Addition of a new budget line item of less than five thousand dollars (\$5,000) or five percent (5%) of the grant requires written notification from the Grantor to the Grantee;
- F. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- G. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- H. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor which shall not be unreasonably withheld.
- I. Successor in Interest. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only Grantee, but to its successors and assigns.

[Balance of page left intentionally blank]

XVII. Signatories.

The parties hereto have caused this Grant Agreement to be executed by their respective officers thereunto duly authorized on the day and year set forth below.

GRANTEE:

CITY OF MASSILLON

By: _____

Printed Name: _____

Title: _____

Date: _____

GRANTOR:

**STATE OF OHIO
OHIO DEPARTMENT OF DEVELOPMENT**

**Lisa Patt-McDaniel
Director**

By: _____

Printed Name: _____

Title: _____

Date: _____
Effective Date of Agreement

Attachments:

- A – Scope of Work
- B – Contingent Activities Required
- C – Sources of Funds
- D - Certification of No Outstanding Liabilities

ATTACHMENT A

City of Massillon
Former Republic Steel Facility

Scope of Work

1. Project Description

The City of Massillon (City) has requested \$300,000 in Clean Ohio Assistance Fund (COAF) assistance to conduct a Phase II Environmental Assessment on the former Republic Steel Facility (Project Property) located at 410 Oberlin Avenue Southwest, Massillon, Ohio. The Project Property is comprised of three parcels, totaling 332 acres along the Tuscarawas River.

The Project Property has been used for industrial purposes since at least 1913. Massillon Rolling Mill began producing stainless steel products around 1913 on the northeast portion of the Project Property. A coke plant was constructed on the southern portion of the Project Property in the 1920s and operated until 1981. A slag dump on the southeast corner of the Project Property accepted various steel plant wastes prior to 1980. Throughout its history the steel plant was owned by various entities including Central Steel Company, Lukens Inc., Mercury Steel, Republic Steel, and Mercury Stainless. Steel production ceased around 2002. PSR Development Ltd. purchased the Project Property in 2004. All of the buildings have been razed, and the Project Property is currently vacant.

The City and owner, PSR Development Ltd., intend to assess and cleanup the Project Property to commercial and industrial standards with the goal of attracting a new business entity to the site. The Project Property is strategically located along the south gateway to the City and has easy access to various modes of transportation. COAF assistance will be used to finance a Phase II Environmental Assessment to determine the environmental suitability of the Project Property and the possible need for any remediation.

The Phase II Environmental Assessment will include the installation of 184 soil borings (up to 10 feet) and 30 wells (up to 25 feet), as well as data evaluation and reporting.

The grantee deliverable to the Ohio Department of Development will be One (1) original and one (1) electronic copy of a signed VAP compliant Phase II Site Assessment report.

2. Legal Description and Map of the Property (A3-A7)

The subject property is identified on the legal description and attached oversize map.

3. Cost Breakdown By Category (A8)

The scope of work includes all activities listed herein and found in the application as approved on March 1, 2010.

NICHOLS FIELD SERVICES, INC.

CANTON OFFICE

7 Fremont Place, SW
Canton, OH 44708
(330) 453-6688

Republic Technologies International
Massillon Hot Rolled Plant Proper

CADIZ BRANCH

P.O. Box 414
Cadiz, OH 43907
(740) 968-2117
Fax: (740) 968-0114
Toll Free: 1-866-968-2117

Instr: 20040300012407
P: 11 of 17 P: 5148.66 05/05/2004
Rick Campbell 10:28 AM DEED
Stark County Recorder T20040300012407

TOTAL
331.5152 Acres

Known as and being Massillon Works Parcel #4 323.3086 acres recorded in O.R. 880 Page 692 (Page 661) and 8.221 acre former Penn Central Realty tract recorded in O.R. 1371 Pg. 125, NKA Outlots #665 (P.B. 59, Pg. 47) and #515 (P.B. 42, Pg. 16) and a portion of 9th Street S.W. annexed in P.B. 59 Pg. 47, but not numbered, located in the City of Massillon, Stark County, Ohio. Bounded and described as follows:

Beginning for reference at a 1" stainless steel bar found marking the centerline of Albrecht St. S.W. and the Northwest corner of Outlot 515 in said City of Massillon being the True Place of Beginning of the tract herein described; thence proceeding along the following 74 courses:

S 85°32'32" E 519.49 feet along said Albrecht St. S.W. centerline to a Railroad spike set at the Northwest corner of a 16.32 acre tract now or formerly owned by Ohio Edison Company (D.V. 2174, Page 377) thence along said 16.32 acre tract the following 6 courses

S 05°51'06" W 545.00 feet to a #5 rebar 30" long bearing a cap imprinted NGN #5586 found; thence

S 85°32'32" E 203.42 feet to a #5 rebar found (#5586 unless noted); thence

S 05°51'06" W 658.65 feet to a 1" iron pipe found bearing a cap H & A LTD; thence

S 85°40'46" E 500.13 feet to a #5 rebar found (H&A LTD); thence

N 05°41'04" E 1202.37 feet to a #5 rebar found; thence

N 85°32'32" W 116.17 feet along the North line of said 16.32 acre tract to a Railroad spike found marking the intersection of the centerlines of said Albrecht St. S.W. and 9th Street, SW; thence

N 04°28'21" E 15.06 feet to a railroad spike found on the old West Right-of-Way of said 9th Street, SW; thence

N 23°58'16" E 932.16 feet along said old West Right-of-Way of said 9th Street SW to a #5 rebar found; thence continuing along said old West Right-of-Way

Engineering • Surveying • Structural Designs & Inspections

Instr: 200403090013487 03/09/2004
P: 12 of 17 F: \$148.00 2:51PM DEED
Rick Campbell
Stark County Recorder 120040009906

Instr: 20040309001524 03/09/2004
P: 12 of 17 F: \$162.00 10:20AM DEED
Rick Campbell
Stark County Recorder 120040019504

Page 2 of 6
Massillon Hot Rolled
331.5152 Acres

N 26°38'14" E 2343.95 feet along said old West Right-of-Way line of said 9th Street SW and along the East line of the lands now or formerly owned by Ohio Paper Products Co. (D.V. 3949 Page 734) to a 5/8" iron bar found at the intersection of the old West Right-of-Way and the centerline of 9th St. S.W.; thence

N 08°38'26" E 354.35 feet along the centerline of said 9th St. S.W. to a Railroad spike found; thence

N 89°57'19" E 1070.35 feet along the South line of the lands now or formerly owned by the Massillon Development Foundation, Inc. (O.R. 233 Page 321) to a #5 rebar found; thence

N 64°29'19" E 373.00 feet along the South line of the lands now or formerly owned by the First Savings & Loan Co. of Massillon (O.R. 279 Page 233) to a #5 rebar found at the Point of a curve to the right; thence along said Railroad curve and being the South line of said First Savings & Loan Co. Of Massillon lands,

Having an arc length of 288.11 feet, a radius of 1159.31 feet, a delta of 14°14'21", a chord bearing and distance of N 71°36'18" E 287.37 feet, a degree of curve of 04°56'38" and a tangent of 144.80 feet to a #5 rebar found; thence

N 78°43'17" E 469.52 feet along said South line of said First Savings & Loan Co. of Massillon to a #5 rebar found at a point to curve to the Left; thence along said Railroad curve

Having an arc length of 34.57 feet, a radius of 941.87 feet, a delta of 02°06'10", a chord bearing and distance of N 77°40'08" E 34.57 feet, an a degree of curve of 06°05'10", and a tangent of 17.29 feet to a #5 rebar found; thence

S 33°42'24" W 640.61 feet along the West line of the lands now or formerly owned by the Consolidated Rail Corporation (D.V. 901 Page 423) to a 1/2" iron bar found bearing a cap H & A; thence proceeding along said railroad yard

S 01°12'24" W 142.66 feet along said West line of said Consolidated Rail Corporation to a 1/2" rebar found bearing a cap H & A being on a West line of the lands now or formerly owned by Lukens Steel (O.I.R. 97023825); thence along said Lukens Steel lands the following 30 courses, all 1/2" rebars found bear a cap imprinted H & A LTD; thence

N 56°18'39" W 142.87 feet to a 1/2" rebar found; thence

Instr: 200403080015487 03/05/2004
P: 13 of 17 F: \$452.00
Rick Campbell 10:28 AM DEED
Stark County Recorder T200403080015487

Instr: 200403080015487 03/05/2004
P: 13 of 17 F: \$452.00
Rick Campbell 10:28 AM DEED
Stark County Recorder T200403080015487

Page 3 of 6
Massillon Hot Rolled
331.5152 Acres

S 33°41'22" W 195.00 feet to a ½" rebar found; thence
S 56°18'37" E 226.33 feet to a ½" rebar found; thence
S 12°45'50" W 384.97 feet to a ½" rebar found; thence
S 74°46'47" E 130.85 feet to a ½" rebar found; thence
S 15°14'14" W 116.62 feet to a ½" rebar found; thence
S 28°25'23" W 549.94 feet to a ½" rebar found; thence
S 38°50'00" W 137.99 feet to a ½" rebar found; thence
S 28°09'14" W 651.53 feet to a ½" rebar found; thence
S 47°29'35" E 440.54 feet to a Railroad spike found; thence
N 37°38'59" E 889.05 feet to a ½" rebar found; thence
N 33°45'05" E 863.94 feet to a ½" rebar found; thence
N 46°52'21" E 22.81 feet to a ½" rebar found; thence
N 78°50'56" E 215.33 feet to a ½" rebar found; thence
N 28°03'51" E 76.71 feet to a ½" rebar found; thence
N 10°56'48" W 231.08 feet to a Railroad spike found; thence
N 33°22'02" E 641.39 feet to a ½" rebar found; thence
S 61°48'08" E 247.10 feet to a Railroad spike found; thence
S 28°09'03" W 40.25 feet to a Railroad spike found; thence
S 34°34'39" W 44.72 feet to a Railroad spike found; thence
S 61°27'34" E 80.80 feet to a Railroad spike found; thence

Instr: 20040309015487
P: 14 of 17F: \$148.00 03/09/2004
Rick Campbell 3:51PM DEED
Stark County Recorder 120040309015487

Instr: 20040309015524
P: 14 of 17F: \$162.00 03/09/2004
Rick Campbell 10:20AM DEED
Stark County Recorder 120040309015524

Page 4 of 6
Massillon Hot Rolled
331.5152 Acres

S 27°36'04" W 23.98 feet to a ½" rebar found; thence
S 62°06'24" E 35.76 feet to a ½" rebar found; thence
N 28°04'02" E 3.00 feet to a ½" rebar found; thence
S 61°55'58" E 18.00 feet to a ½" rebar found; thence
S 28°04'02" W 4.00 feet to a ½" rebar found; thence
S 61°55'58" E 151.61 feet to a Railroad spike found; thence
S 30°19'11" E 202.93 feet to a Railroad spike found; thence
S 00°19'26" E 50.23 feet to a Railroad spike found; thence
S 76°02'01" E 175.25 feet to a #5 rebar found on the West Right-of-Way of the lands
now or formerly owned by the R.J. Corman Railroad and being the westerly line of
Outlot 674; thence along the West Right-of-Way of said Railroad and West line of
said Outlot 674, the next 20 courses, along a railroad curve to the right
Having an arc length of 2422.00 feet, a radius of 3036.54 feet, a delta of 45°42'00",
a chord bearing and distance of S 40°50'48" W 2358.30 feet, a degree of curve of
01°53'13", and a tangent of 1279.56 feet to a #5 rebar found; thence
S 63°41'49" W 122.90 feet to a #5 rebar found; thence
N 12°23'09" W 35.60 feet to a #5 rebar found; thence
S 58°32'18" W 85.00 feet to a #5 rebar found; thence
S 30°55'11" E 27.00 feet to a #5 rebar found; thence
S 63°41'49" W 33.80 feet to a #5 rebar found; thence
S 63°40'14" W 1281.60 feet to a #5 rebar found at a Point of Curve to the left; thence
along said railroad curve
Having an arc length of 375.09 feet, a radius of 1796.41 feet, a delta of 11°57'48",
a chord bearing and distance of S 57°41'14" W 374.41 feet, a degree of curve of
03°11'23", and a tangent of 188.23 feet to a #5 rebar found; thence

Instr: 200403090015457 03/09/2004
P: 16 of 17 F: \$146.00 3:51PM DEED
Rick Campbell
Stark County Recorder T2004030900

Instr: 20040309001524 03/09/2004
P: 16 of 17 F: \$152.00
Rick Campbell
Stark County Recorder T2004030900

Page 5 of 6
Massillon Hot Rolled
331.5152 Acres

S 51°42'14" W 421.30 feet to a #5 rebar found at a Point of Curve to the left; thence along said railroad curve

Having an arc length of 520.57 feet, a radius of 980.06 feet, a delta of 30°26'00", a chord bearing and distance of S 44°05'44" W 514.47 feet, a degree of curve of 05°50'55", and a tangent of 266.58 feet to a #5 rebar found; thence

S 36°29'14" W 769.44 feet to a 1" stainless steel bar found in concrete; thence

S 43°22'09" W 344.93 feet to a #5 rebar found; thence

S 26°33'50" W 434.90 feet to a 1" stainless steel bar found in concrete; thence

S 20°53'15" W 215.93 feet to a 1" stainless steel bar found in concrete; thence

N 81°31'10" W 43.05 feet to a #5 rebar found; thence

S 10°36'22" W 70.20 feet to a ¾" iron pipe found; thence

S 09°42'42" W 60.97 feet to a #5 rebar found at a Point of curve to the left; thence along said railroad curve

Having an arc length of 297.33 feet, a radius of 1135.30 feet, a delta of 15°00'20", a chord bearing and distance of S 01°49'25" W 296.48 feet, a degree of curve of 05°02'54", and a tangent of 149.52 feet to a ¾" iron pipe found; thence

S 04°13'03" E 186.48 feet to a badly deteriorated ¾" iron pipe found at a Point of curve to the left; thence along said railroad curve

Having an arc length of 660.95 feet, a radius of 2271.26 feet, a delta of 16°40'24", a chord bearing and distance of S 11°19'18" E 658.62 feet, a degree of curve of 02°31'22", and a tangent of 332.83 feet to a 1" stainless steel bar found; thence

S 70°51'27" W 139.66 feet to a stainless steel bar found on the East line of the lands now or formerly owned by T. & C. Swisher (O.I.R. 96068715); thence

N 11°40'55" W 770.94 feet to a ¾" stainless steel bar found at the Southeast corner of the lands now or formerly owned by D. Hendricks, etal O.I.R. 95059849; thence

Instr: 200403080015487 03/09/2004
P: 16 of 17 F: \$149.00
Rick Campbell 3:51PM DEED
Stark County Recorder T200403080015487

Instr: 200403080015487 03/09/2004
P: 16 of 17 F: \$149.00
Rick Campbell 3:51PM DEED
Stark County Recorder T200403080015487

Page 6 of 6
Massillon Hot Rolled
331.5152 Acres

N 43°36'53" W 819.52 feet along said Hendricks lands to a #5 rebar found on the South Section line of Section 19, Perry Township; thence

N 36°05'52" W 740.63 feet along said Hendricks lands to a bent 1" iron bar found; thence

N 80°48'32" W 404.40 feet along the North line of said Hendricks lands to a #5 rebar found at the Southeast corner of the lands now or formerly owned by J. & M. Havenstein (D.V. 3440 Pages 43-45); thence

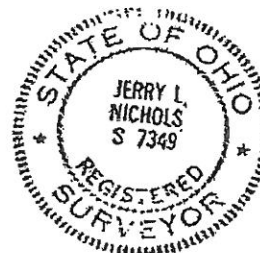
N 05°51'06" E 1635.47 feet along the East line of said Havenstein lands and along the East line of the lands now or formerly owned by P. Eber (O.R. 825 Page 735) the East line of the lands now or formerly owned by A. Ashburn (O.R. 1739 Page 651) and along the East line of the lands now or formerly owned by T. & J. Phillips (O.L.R. 96027841) to the True Place of Beginning.

The above described tract contains 331.5152 acres of land more or less of which 310.9495 acres are in Outlot #665, 17.4394 acres are in Outlot #515, and 3.1627 acres are in Ninth St. SW, 0.1788 acres are in Albrecht St. SW as surveyed by Nichols Field Services, Inc. under the supervision of Jerry L. Nichols, Registered Professional Surveyor #7349 in December of 1998 and is subject to all legal highways and easements of record. The basis of bearing for this document is the North line of Outlot 588 from a NFSI survey for Republic Engineered Steels, Inc. dated 12/03/93 bearing S 86°22'00" E.

Jerry L. Nichols
Jerry L. Nichols
Registered Professional Surveyor #7349

03/02/04

"Deed checked for tract description only"
for STARK COUNTY ENGINEER
MAR 08 2004
by STARK COUNTY AUDITOR
Deputy



2009-A-020 City of Massillon Former Republic Steel Facility			
Category	Item	COAF Funds Unit Price	Project Total
Assessment			
Labor Cost	Sampling and Field Work		
Labor Cost	Phase II Investigation	\$ 29,050.00	\$ 29,050.00
	Slug Test	\$ 4,200.00	\$ 4,200.00
	Drilling (Geoprobe)	\$ 47,250.00	\$ 47,250.00
	Geotechnical Material Characterization	\$ 3,500.00	\$ 3,500.00
	Soil Gas Investigation	\$ 7,050.00	\$ 7,050.00
	Survey Borings/Wells	\$ 4,000.00	\$ 4,000.00
	Investigative Waste Disposal	\$ 12,000.00	\$ 12,000.00
	Equipment, Supplies, Travel		
	Equipment and Mileage	\$ 1,800.00	\$ 1,800.00
	Analytical		
	Laboratory Analysis	\$ 104,261.00	\$ 104,261.00
	Report Preparation		
Labor Cost	Data Evaluation and Modeling	\$ 18,000.00	\$ 18,000.00
Labor Cost	Risk Evaluation	\$ 3,500.00	\$ 3,500.00
Labor Cost	Report Preparation	\$ 43,500.00	\$ 43,500.00
	Contingency	\$ 21,889.00	\$ 21,889.00
Project Total			\$ 300,000.00

ATTACHMENT B

Completion of Additional Activities

City of Massillon
Former Republic Steel Facility

NOT APPLICABLE

ATTACHMENT C

Sources and Uses of Funds

City of Massillon
Former Republic Steel Facility

Source	Use	Amount
Clean Ohio Assistance Fund	Phase II Assessment	\$ 300,000
Total Funds		\$ 300,000

ATTACHMENT D

Certification of No Outstanding Liabilities

I certify that the [Grantee/Co-Applicant and any legal affiliate of Co-Applicant] (*circle one*) does not owe: (1) any delinquent taxes or moneys due to the United States of America federal government ("federal government"), any state, territory, or district of America, or a political subdivision of any such state, territory, or district; (2) any moneys to any federal government, state, territory, or district agency for the administration or enforcement of any environmental laws; and (3) any other moneys to the federal government, a state, territory, or district, or an agency or a political subdivision of any such state, territory, or district that are past due, whether the amounts owed are being contested in a court of law or not.

By signing below, I acknowledge awareness and understanding of Ohio Revised Code section 2921.13(A)(3), (4), and (7) which prohibit me from knowingly filing a false statement and which are misdemeanors of the first degree punishable by a fine of not more than \$1,000 and/or imprisonment of not more than six months and which subject me to civil liability (O.R.C. section 2921.13(E) and (F)).

Certification containing original signature must be submitted. Facsimile and/or Signature Stamps are not acceptable.

Signature of Authorized Representative

Date

Typed/Printed Name and Title

REQUEST FOR LEGISLATION TO:

Environmental Committee
Council Committee

REQUEST LEGISLATION FOR:

May 17, 2010
Council Meeting Date

DEPARTMENT REQUESTING LEGISLATION:

Keith Dylewski, City Engineer
Department Head

MAYOR'S APPROVAL:

Thomas H. D'Amico
Mayor

Date:

May 5, 2010

AVAILABILITY OF FINANCES:

John W. Dylewski
Auditor

Date:

5/6/10

SUBJECT OF REQUESTED LEGISLATION:

Please prepare an ordinance to authorize the Director of Public Service and Safety to sign the Participation and Redevelopment Agreement (see attached) with PSR Development, Ltd. The City has been awarded a \$300,000 Clean Ohio Assistance Fund Grant through the Ohio Department of Development that will be used to assist the performance of a Phase II Environmental Assessment to determine the environmental suitability of the former Republic Steel Property which will seek the possible need for any remediation. The property owner PSR Development, Ltd is bearing all costs associated with this project and therefore no City dollars will be expended.

Paul Manson 5/10/10
5/10/10
Paul Manson 5-10-10

Date Given to Auditor:

MAY 05 2010

Date Given to Council Clerk:

MAY 05 2010

Keith A. Dylewski
Keith A. Dylewski, P.E.
City Engineer

COPIED
ORIGINAL
MAY 05 2010
2:30p

DATE: MAY 17, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO.67 – 2010

BY: FINANCE COMMITTEE

passed

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Law Department Community Partnership Fund, General Fund, Parks & Recreation Community Park Fund, Marketplace Infrastructure Fund, Bond Retirement Wastewater Treatment Fund, Wastewater Treatment Capital Improvement Fund and the SA 23rd/Springhill Fund, for the year ending December 31, 2010, 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 Law Department Community Partnership Fund, for the year ending December 31, 2010, the following:

\$75,278.00 to an account entitled "Salary" 1228.115.2111
\$12,311.00 to an account entitled "PERS" 1228.115.2230
\$ 1,500.00 to an account entitled "Equipment" 1228.115.2530
\$ 1,321.00 to an account entitled "Medicare" 1228.115.2231
\$ 1,036.75 to an account entitled "Supplies/Materials" 1228.115.2410
\$ 495.00 to an account entitled "Travel/Seminar" 1228.115.2389

Section 2:

There be and hereby is appropriated from the unappropriated balance of the General Fund, for the year ending December 31, 2010, the following:

\$31,372.78 to an account entitled "Salary" 1100.116.2111
\$ 380.93 to an account entitled "Supplies/Materials" 1100.116.2410
\$ 68.75 to an account entitled "Travel/Seminar" 1100.116.2389
\$10,000.00 to an account entitled "Arbitration Services/Contracts" 1100.905.239A
\$ 8,304.80 to an account entitled "Taxes Due From Annexation" 1100.905.2398
\$ 5,000.00 to an account entitled "Services/Contracts" 1100.110.2392
\$ 500.00 to an account entitled "Supplies/Materials" 1100.305.2410

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Parks & Recreation Community Park Fund, for the year ending December 31, 2010, the following:

\$9,000.00 to an account entitled "Park Equipment" 1434.505.2530

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Marketplace Infrastructure Fund, for the year ending December 31, 2010, the following:

\$5,000.00 to an account entitled "Fees" 1419.905.2393

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Bond Retirement Wastewater Treatment Fund, for the year ending December 31, 2010, the following:

\$5,000.00 to an account entitled "Fees" 1305.940.2393

Section 6:

There be and hereby is appropriated from the unappropriated balance of the Wastewater Treatment Capital Improvement Fund, for the year ending December 31, 2010, the following:

\$1,000.00 to an account entitled "County Collection Fees" 1406.610.2393

Section 7:

There be and hereby is appropriated from the unappropriated balance of the SA 23RD/Springhill Fund, for the year ending December 31, 2010, the following:

\$5.00 to an account entitled "County Collection Fees" 1350.935.2382

Section 8:

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2010

ATTEST:

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

APPROVED: _____

FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: MAY 17, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 8 - 2010

*1st reading
passed 4/7/10*

BY: COMMITTEE OF THE WHOLE

TITLE: A RESOLUTION in support along with other Stark County governments in Committing to Diversity.

WHEREAS, the City of Massillon, Ohio, a diverse community devoted to excellence.

WHEREAS, respect for diversity of people and thought is clearly stated.

WHEREAS, the statutory authority for the governance of the City of Massillon, Ohio is vested in the duly appointed and/or elected members of council.

WHEREAS, issues of diversity are of a significant and ongoing interest to the members of Massillon City Council in their official duties and personal and professional lives;

WHEREAS, City of Massillon, Ohio, as a matter of institutional policy, highly values inclusiveness, representation and diversity as essential sources of strength and vitality for our community.

WHEREAS, Massillon City Council embraces the achievement of diversity as an invaluable element of our mission, vision and values;

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

Section 1:

Massillon City Council hereby urges the infusion of diversity into all aspects of Massillon life is of paramount importance and we hereby recommit itself to that shared value and hereby challenges all members of the Massillon community to act affirmatively in identifying, creating and accomplishing diversity in its many forms and venues.

Section 2:

This Resolution shall be immediately effective.