

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

DATE: TUESDAY, SEPTEMBER 7, 2010  
PLACE: COUNCIL CHAMBERS  
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILWOMAN CATAZARO-PERRY
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. 102 – 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

1<sup>ST</sup> READING

AN ORDINANCE indicating what services and zoning conditions the City of Massillon, Ohio, Will provide to the Bit of Eden Area Annexation, upon annexation.

ORDINANCE NO. 103– 2010

BY: ENVIRONMENTAL COMMITTEE

PASS 9-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with AJ Diana Sons for the disposal of leaves for 2010, and declaring an emergency.

ORDINANCE NO. 104 – 2010

BY: HEALTH, WELFARE & BLDG REGULATIONS

1<sup>ST</sup> READING

AN ORDINANCE amending CHAPTER 1188 "SIGNS" of the Codified Ordinances of the City of Massillon, by repealing existing SubSections 1188.07 (c) "Permit Fees" and 1188.07 (e) "Permit Conditions, Refunds and Penalties" (1), (2) and (3), and enacting new SubSections 1188.07 (c) "Permit Fees" and 1188.07 (e) "Permit Conditions, Refunds and Penalties" (1) and (2).

ORDINANCE NO. 105 – 2010

BY: FINANCE COMMITTEE

PASS 9-0

AN ORDINANCE making certain appropriations from the unappropriated balance of the 1216 Federal Law Enforcement Trust Fund and the Unclaimed Money Fund, for the year ending December 31, 2010, and declaring an emergency.

ORDINANCE NO. 106 – 2010

BY: FINANCE COMMITTEE

PASS 9-0

AN ORDINANCE making certain transfers in the 2010 appropriations from within the General Fund, for the year ending December 31, 2010, and declaring an emergency.

**ORDINANCE NO. 107 – 2010**

**BY: COMMITTEE OF THE WHOLE**

*1ST READING*

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with CBSC for the collection of delinquent accounts including but not limited to ambulance services, utility bills, delinquent taxes and parking violations, and declaring an emergency.

**RESOLUTION NO. 13 – 2010**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

*PASS 9-0*

**A RESOLUTION** adopting the decision of the Tax Incentive Review Committee made on August 11, 2010 wherein they recommended that those certain Enterprise Zone Agreements listed on the attached exhibit "A" be continued, and declaring an emergency.

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

*\* COUNCIL VOTED TO CHANGE  
COMMITTEE MTG TIME TO  
6:00 .*

- A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR AUGUST 2010
- B). AUDITOR SUBMITS MONTHLY REPORT FOR AUGUST 2010

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

**ORDINANCE NO. 95 – 2010**

**BY: ENVIRONMENTAL COMMITTEE**

*2ND READING*

**AN ORDINANCE** enacting a new CHAPTER 943 "STORMWATER UTILITY", of the Codified Ordinances of the City of Massillon, and declaring an emergency.

**RESOLUTION NO. 12 – 2010**

**BY: PARKS AND RECREATION COMMITTEE**

**A RESOLUTION** renaming Shriver Park to T. Roy Roberson Memorial Park in honor of his service and dedication as the 4<sup>th</sup> Ward Councilman during 1981 until 1992.

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: SEPTEMBER 7, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

ORDINANCE NO. 102 - 2010

LEGISLATIVE DEPARTMENT

BY: COMMUNITY DEVELOPMENT COMMITTEE

*1st Reading*

*Filed 10/4*

TITLE: AN ORDINANCE indicating what services and zoning conditions the City of Massillon, Ohio, will provide to the Bit of Eden Area Annexation, upon annexation.

WHEREAS, certain property owners have filed a petition requesting that their property, Bit Of Eden Area Annexation be annexed to the City of Massillon, Ohio, pursuant to the applicable provisions of Ohio Revised Code Chapter 709.023 and

WHEREAS, Ohio Revised Code Section 709.023(C) requires that upon receiving notice, the Municipal Legislative Authority, shall by Ordinance or Resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon annexation, and

WHEREAS, the Ohio Revised Code requires that before said meeting the Municipal Legislative Authority to adopt an ordinance stating zoning buffering conditions, and

WHEREAS, this Ordinance is intended to comply with the requirements of the Ohio Revised Code section 709.023(C), and

WHEREAS, it is required by Section 709.023 (E) (7) of the Ohio Revised Code, that no street or highway will be segmented by municipal/township boundary line as to create a maintenance problem; and if a street or highway is divided, the municipality agrees to assume all maintenance of such street or highway as part of the annexation.

WHEREAS, the legislative authority of the City of Massillon, Ohio, is supportive of the annexation, consents to the same, consents to the zoning proposal contained herein, and

WHEREAS, the Stark County Commissioners will schedule a date and time for consideration of the petition.

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

Section 1:

The City will maintain the following roadways for the subject area to be annexed: the full width sections of Manchester Avenue NW as required by the State of Ohio and as shown on the Bid of Eden Area Annexation map.

Section 2:

The City of Massillon will contribute 75% of the construction cost to extend the sanitary sewer to the Bit of Eden property. The project will consist of the construction of 350 feet of 8 inch sanitary sewer with an estimated project cost of Sixty Eight Thousand Dollars (\$68,000), upon annexation, the availability of all municipal services extended to all of the current citizens, residents and property owners of the City of Massillon, Ohio, including, but not limited, to the services of the Municipal Police Department, the Municipal Fire Department, services of the Engineering Department, services of the Building Department, services of the Street Department, services of the Safety Department, services of the Planning Department, services of the Health Department, services of the Sewer Department, and the services of the City of Massillon Administration within approximately one year of the annexation. The City of Massillon will also maintain the full width of the pavement along the frontage of the subject area to be annexed.

Section 3:

If this territory is annexed and if the City of Massillon permits uses in the annexed territory that the City of Massillon determines are clearly incompatible with the uses permitted under current county or township zoning regulations in the adjacent land remaining within Tuscarawas Township, the Massillon City Council will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within Tuscarawas Township. For the purpose of this section, "buffer" includes open space, landscaping, fences, walls, and other structured elements: streets and street right-of-way; and bicycle and pedestrian paths and sidewalks.

Section 4:

The Council of the City of Massillon consents to this proposed annexation and further consents to the zoning proposal contained in Section 3 herein.

Section 5:

This Ordinance 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

**NOTE:** This information map was prepared and drawn from available deeds, plots, and other documents of record obtained from the official records maintained by the recorder's office of Saint County, Onto. A boundary survey was not performed on any properties.



DATE: SEPTEMBER 7, 2010

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

*passed*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 103 - 2010

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with A J Diana Sons for the disposal of leaves for 2010, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into an agreement with A J Diana Sons for the disposal of leaves for 2010, collected by the city from residents.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into an agreement with A J Diana Sons for the disposal of leaves. The cost for the disposal of the leaves is not to exceed Fifteen Thousand Dollars (\$15,000.00).

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 is signed so the disposal of the leaves can 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.

2<sup>nd</sup> page is the signature page

DATE: SEPTEMBER 7, 2010

CLERK: MARY BETH BAILEY

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

*1st reading*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 104 - 2010

*passed 10/4*

BY: HEALTH, WELFARE & BUILDING REGULATIONS COMMITTEE

TITLE: AN ORDINANCE amending CHAPTER 1188 "SIGNS" of the Codified Ordinances of the City of Massillon, by repealing existing SubSections 1188.07 (c) "Permit Fees" and 1187.07 (e) "Permit Conditions, Refunds and Penalties" (1) (2) and (3) and enacting new SubSections 1188.07 (c) "Permit Fees" and 1188.07 (e) "Permit Conditions, Refunds and Penalties" (1) and (2)

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

Section 1:

The existing SubSections 1188.07 (c) "Permit Fees" and 1188.07 (e) "Permit Conditions, Refunds and Penalties" (1) (2) and (3) are hereby repealed.

Section 2:

That there hereby is enacted new SubSections 1188.07 (c) "Permit Fees" and 1188.07 (e) "Permit Conditions, Refunds and Penalties" (1) and (2), said newly enacted Sections shall read as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Section 3:

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

This is the second part of Chapter 1188. The Building department is asking to change fees. There is the removal of old language.

1188.07 (c)

Remove: Twenty-five dollars (25.00)

Insert: fifty dollars (50.00)

Add: Temporary/Special Event Signs, 1188.04, is thirty five dollars (\$35.00) Per Event. Non Profit Organizations are exempt with proof of 501 C3 certificate.

1188.07 (e) (1)

Delete: If no inspections have been made and no work authorized by the permit has been performed, the permit fee, except for five dollars (\$5.00) may be refunded to the applicant upon request, provided that the permit and permit sticker are returned to the Building Department within thirty days of issuance.



DATE: SEPTEMBER 7, 2010

CLERK: MARY BETH BAILEY

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

*passed*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO.105 – 2010

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1216 Federal Law Enforcement Trust Fund and the Unclaimed Money 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 1216 Federal Law Enforcement Trust Fund, for the year ending December 31, 2010, the following:

\$1,200.00 to an account entitled "Supplies/Materials" 1216.305.2410

Section 2:

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

\$300.18 to an account entitled "Transfer to General" 3108.905.2710

Section 3:

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

DATE: SEPTEMBER 7, 2010

CLERK: MARY BETH BAILEY

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

*passed*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 106 - 2010

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 2010 appropriations from within the General 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 transferred from the 2010 appropriation from within the General Fund, for the year ending December 31, 2010, the following:

FROM:	Police Hospital/Eye/Dental	1100.305.2210	\$2,263.00
	Contracted Services/Health	1100.705.2392	\$ 800.00
	Law Hospital/Eye/Dental	1100.115.2210	\$2,800.00
	Bldg Hospital/Eye/Dental	1100.415.2210	\$ 400.00
	Council Hospital/Eye/Dental	1100.105.2210	\$ 85.00
	D. Violence Workers Comp.	1100.116.2270	\$ 221.53
	Ohio Municipal League	1100.905.2394	\$ 30.00
	State Examination	1100.905.2395	\$ 429.70
	Street Lighting	1100.905.2392	\$ 573.62
	Law Director Medicare	1100.115.2231	\$ 800.00
	Police Contracted Services	1100.305.2392	\$3,000.00
TO	Services/Contracts	1100.150.2392	\$11,152.85
	Supplies/Materials/Postage	1100.150.2410	\$ 250.00

Section 2:

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are necessary for the preservation of the public health, safety and welfare of the community and for the additional reason that the funds are required in the specific accounts to pay city obligations by the end of 2010. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.



DATE: SEPTEMBER 7, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 107 - 2010

*1st Reading*

*Passed 10/4*

BY: COMMITTEE OF THE WHOLE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with CBSC for the collection of delinquent accounts including but not limited to ambulance services, utility bills, delinquent taxes and parking violations, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into an agreement with CBSC of 6973 Promway Avenue NW, P.O. Box 2818, North Canton, Ohio 44720 for the collection of delinquent accounts including but not limited to ambulance services, utility bills, delinquent taxes and parking violations.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into an agreement with CBSC of 6973 Promway Avenue NW, P.O. Box 2818, North Canton, Ohio 44720 for the collection of delinquent accounts including but not limited to ambulance services, utility bills, delinquent taxes and parking violations.

SEE ATTACHED EXHIBIT "A".

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that the agreement with CBSC be signed so the company is able to recoup monies due to the City of Massillon through these delinquent accounts. 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

## AGREEMENT

This Agreement is made and entered into between the Client, City of Massillon, Ohio (hereinafter referred to as "Massillon"), and the CBSC, Inc., (hereinafter referred to as CBSC) 6973 Promway Ave NW, PO Box 2818, North Canton OH 44720.

### RECITALS

- A. The Council of the City of Massillon by Ordinance No. \_\_\_\_\_ has authorized this Agreement. If not applicable to Massillon, initial here \_\_\_\_\_.
- B. The Board of Control, at its meeting on \_\_\_\_\_ approved this Agreement and directed that it be prepared and executed. If not applicable to Massillon, initial here \_\_\_\_\_.
- C. Massillon desires to enter into contract with CBSC for purposes of collecting delinquent accounts, including, but not limited to, ambulance services, utility bills, delinquent taxes and parking violations.
- D. CBSC is engaged in the business of collecting delinquent accounts on behalf of creditors such as Massillon.

NOW, THEREFORE, in consideration of payment herein by Massillon and services to be provided by CBSC the parties hereby agree as follows:

#### 1. Massillon's Obligations

- a. Massillon, its agents and/or employees shall provide full access to CBSC of any records of other documentation regarding the collection of delinquent accounts. Such access shall not include any confidential medical information provided by patient to Massillon, unless done so in compliance with HIPAA and relevant public records regulations.
- b. Massillon shall direct its primary billing service for ambulance services, Jackson Township Board of Trustees, to cooperate fully with CBSC regarding CBSC inquiries or efforts to collect delinquent accounts which are the subject of this Agreement. Any and all other delinquent accounts due for ambulance services, otherwise known as present delinquent accounts, shall be turned over to CBSC by Jackson Township when it has been determined that all efforts to collect any accounts have been exhausted. All other delinquent accounts for taxes, utilities and parking violations shall be forwarded to CBSC by the various departments within Massillon.
- c. Massillon and/or its agents shall not communicate with any delinquent account holders, third party insurance carriers or any other parties concerning accounts placed with CBSC for collection, instead referring any and all such inquiries to CBSC for its attention.

- d. Massillon reserves the right to determine whether any additional collection efforts, including but not limited to, litigation, will be authorized by Massillon over and above the initial and follow-up procedures to be made by CBSC.
- e. Massillon reserves the right to withdraw from CBSC any particular account if Massillon determines such indebtedness is to be canceled on the basis of hardship or any other reason as determined solely by Massillon.

2. CBSC's Obligations

- a. CBSC shall use its best efforts to begin collection procedures within 24 hours of receipt of accounts from Jackson Township or the city departments.
- b. CBSC shall make initial contact with debtor by mail with all applicable disclosure provisions as required by the Fair Debt Collection Practices Act. Follow-up contact with any delinquent account holder shall again be by mail or telephone when necessary.
- c. CBSC shall notify delinquent account holders to forward any payments made directly to CBSC. Any monies for delinquent accounts paid directly to Massillon and/or its agents and not directly to CBSC shall be reported within 48 hours to CBSC. Any such funds shall be subject to the Commission fees as contained in Section 3(c) herein.
- d. CBSC shall provide Massillon and/or its agents with a monthly remittance statement which shall reflect the previous month's collections less fees due CBSC, together with a check reflecting the monthly net amount due Massillon.
- e. Each monthly remittance statement covering collections from the previous calendar month shall contain the following information.
  - 1. Dates all payments made;
  - 2. Account holder's name and account number
  - 3. Division of fees with amounts due Massillon and CBSC
- f. CBSC shall have the right to declare any account to be uncollectible.
- g. In addition to monthly remittance statements, CBSC shall provide to Massillon and/or its agents, monthly written Acknowledgement Reports. The following status reports are to be issued by CBSC as requested by Massillon: Information Requests, Client Inventory Reports and Batch Track Reports.



- h. CBSC shall not take any steps to collect delinquent accounts other than initial and follow-up contacts provided for in this Agreement without prior written consent by Massillon as outlined in this Agreement.
- i. CBSC reserves the right to file Bankruptcy Proofs of Claim in any appropriate cases. CBSC agrees to cease collection efforts and return the account to Massillon where said bankruptcy claims specify that no assets are available.

3. Compensation

a. Daily Accounts

- i. All accounts will be submitted to CBSC by Massillon and/or its agent, Jackson Township as deemed necessary by Massillon and/or its agent Jackson Township, but at least monthly. The commission for collecting delinquent accounts will be twenty-five percent (25%) for regular collections on accounts (prior to going to legal status) and thirty percent (30%) for litigated accounts. (Legal status.) Commission rates include CBSC's cost of operations regarding Massillon's delinquent accounts including, but not limited to postage, paper and telephonic costs.
- b. In the event a delinquent account is withdrawn from CBSC in accordance with Paragraph 1 (e) CBSC shall not be entitled to its normal commission as set out in Paragraph 3(a) unless debtor or a third-party subsequently makes payment or partial payment directly to Massillon and/or its agents, or such account is subsequently reopened after being so authorized by Massillon.
- c. In the event any monies are paid directly to Massillon and/or its agents, such funds shall be subject to the commission rate stated in Paragraph 3(a), which shall be reflected in the monthly remittance statement prepared by CBSC and forwarded to Massillon and/or its agents in compliance with Paragraph 2(d).
- d. In the event CBSC declares an account uncollectible in accordance with Paragraph 2(f), and such monies are thereafter paid to Massillon and/or its agents, such payments on the account shall be subject to CBSC's commission rate.
- e. In the event CBSC closes and returns delinquent accounts to Massillon in accordance with Paragraph 2(i), Massillon shall not be responsible for payment of commission on same unless CBSC re-opens an account in accordance with any provision of the Bankruptcy Code, including, but not limited to, discovery of assets

by the Trustee or the dismissal of the case by the Bankruptcy Court.

4. Indemnification

- a. CBSC shall indemnify, defend and hold harmless Massillon, its officials, agents and employees from and against any and all demands, claims, causes of action, penalties, obligations, liabilities, costs, charges and expense, including attorney's fees, in connection with any damages arising from or in connection with this Agreement and to the extent occasioned by any act or omission or that of any CBSC's agents and CBSC, to the extent of its fault or negligence or that of any of CBSC's agents and employees, assumes full responsibility for all such demands, claims, causes of action, administrative orders, consent agreements and orders, damages, liabilities and expenses.
- b. To the extent permitted by law and without waiving the defenses and immunities provided to Massillon by law, Massillon shall indemnify CBSC and defend and hold it harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges and expenses, including attorney's fees, which may be imposed upon or incurred by or asserted against CBSC and arising from or in connection with this Agreement and to the extent created by or attributable to Massillon or Massillon's officials, employees and agents and only to the extent liability would attach or is permitted against Massillon under Ohio Revised Code Section 2744.01, et seq. Massillon, to the extent of its fault or negligence or that of any Massillon's officials, agents and employees, without waiving the defenses and immunities provided to Massillon by law, assumes full responsibility for all such demands, claims, actions, administrative orders, consent agreements and order, damages, liabilities and expenses.

5. Miscellaneous Provisions

- a. This Agreement shall remain in effect from date of Agreement for a term of one (1) year, with a 3 year option after that. During the option, the agreement may be terminated by either party, upon thirty (30) days written notice to the other party. In the event of such termination, CBSC shall be entitled to retain the accounts currently placed for collection and for payment on its commission for any work completed up to the date of termination of this Agreement, as well as for all payments received after the date of cancellation, which resulted from payment arrangements made on accounts placed prior to the date of cancellation

- b. CBSC acknowledges it is insured for liability purposes in the amount of \$500,000.00 through their errors and omissions policy. CBSC shall forward to Massillon a Certificate of Insurance reflecting such coverage on or before the execution of this Agreement. CBSC agrees to list the City of Massillon, Ohio as an additional insured under its policy or policies of professional liability insurance.
- c. CBSC agrees to comply with all applicable local, state and federal laws especially as it relates to debt collection practice and procedure.
- d. Neither party shall assign this agreement without the express written consent of the other party.
- e. CBSC understands and agrees that any services performed under this Agreement shall be that of an Independent Contractor and not as an employee of Massillon. CBSC understands it is obligated to pay all applicable federal, state and local taxes, including employment taxes, Workers' Compensation and any other applicable tax.

IN WITNESS WHEREOF, duplicate originals of this Contract have been signed by the duly authorized officer or agent of CBSC, INC., this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed in the Presence:

CBSC INC.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, duplicate originals of this contract have been signed by the City of Massillon, Ohio By \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed in the Presence of:

CITY OF MASSILLON, OH

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_



DATE: SEPTEMBER 7, 2010

CLERK: MARY BETH BAILEY

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

*passed*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 13 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: A RESOLUTION adopting the decision of the Tax Incentive Review Committee made on August 11, 2010 wherein they recommended that those certain Enterprise Zone Agreements listed on the attached exhibit "A" be continued, and declaring an emergency.

WHEREAS, the Tax Incentive Review Committee recommended on August 11, 2010 that those certain Enterprise Zone Agreements listed on the attached exhibit "A" be continued.

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

Section 1:

The Council of the City of Massillon, Ohio, deems it proper to adopt the decision of the Tax Incentive Review Committee made on August 11, 2010 continuing the Enterprise Zone Agreements listed on exhibit "A" which the Committee has recommended to be continued.

Section 2:

This Resolution is declared to be an emergency measure in that the adoption of the decision of the Tax Incentive Review Committee is essential for the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. Wherefore, this Resolution shall be in full force and effect immediately from and after passage and approval by the Mayor.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010

APPROVED: \_\_\_\_\_  
MARY BETH BAILEY CLERK OF COUNCIL

\_\_\_\_\_  
GLENN E. GAMBER, PRESIDENT

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

MASSILLON ENTERPRISE ZONE PROGRAM - TAX INCENTIVE REVIEW COMMITTEE MEETING					
COMPANY	SCHOOL DISTRICT	DATE OF AGREEMENT	INVESTMENT LEVELS	EMPLOYMENT LEVELS	COMMENTS / COMMITTEE RECOMMENDATION
BILL HAWK INC	Perry	7/11/2007	100%	93%	Continue Abatement
KRAFT POWER CORP.	Perry	7/18/2007	139%	100%	Continue Abatement
CASE FARMS LLC	Perry	3/18/2008	108%	78%	Continue Abatement
SHEARER'S FOODS INC.	Perry	10/8/2008	70%	0%	Continue Abatement
ALFRED NICKLES BAKERY & RYDER TRUCK RENTAL	Massillon	8/11/1998	118%	71%	Expired
HEINZ FROZEN FOOD CO.	Massillon	5/19/1999	109%	257%	Continue Abatement
HERCULES ENGINE COMPONENTS LLC	Massillon	2/11/2000	180%	131%	Expired
PEPSI COLA GENERAL BOTTLERS	Massillon	5/9/2002	104%	204%	Continue Abatement
ALCO INDUSTRIES DBA US CHEMICAL & PLASTICS	Massillon	8/2/2006	62%	200%	Continue Abatement