

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

DATE: TUESDAY, JANUARY 17, 2012
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILWOMAN ANDREA SCASSA
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. 4 – 2012

BY: ENVIRONMENTAL COMMITTEE

Pass 9-0

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

ORDINANCE NO. 5 – 2012

BY: FINANCE COMMITTEE

Pass 8-1 (cthran)

AN ORDINANCE making certain appropriations from the unappropriated balance of the 1401 Capital Improvement Fund, for the year ending December 31, 2012, and declaring an emergency.

RESOLUTION NO. 2 – 2012

BY: FINANCE COMMITTEE

Pass 9-0

A RESOLUTION requesting the Stark County Auditor and Stark County Treasurer to pay the City's share of real estate taxes for the 2012 fiscal year.

RESOLUTION NO. 3 – 2012

BY: FINANCE COMMITTEE

Pass 9-0

A RESOLUTION requesting the Stark County Auditor and Stark County Treasurer to pay the City's share of 75% of the estate and inheritance taxes for the 2012 fiscal year.

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

- A). POLICE CHIEF SUBMITS MONTHLY REPORT FOR DECEMBER 2011
- B). TREASURER SUBMITS MONTHLY REPORT FOR DECEMBER 2011
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR DECEMBER 2011
- D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR DECEMBER 2011
- E). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR DECEMBER 2011
- F). MAYOR SUBMITS MONTHLY REPORT FOR DECEMBER 2011
- G). MAYOR'S LIST OF APPOINTMENT TO CIVIL SERVICE COMMISSION

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

ORDINANCE NO. 151 – 2011

BY: FINANCE COMMITTEE

PASS 9-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into Transportation Agreements between the City of Massillon safety forces and other political subdivisions safety forces of Stark County, and declaring an emergency.

RESOLUTION NO. 17 – 2011

BY: COMMUNITY DEVELOPMENT COMMITTEE

DEFEAT B-1 (TOWNSEND)

A RESOLUTION rescinding Ordinance No. 98 – 2011.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 1 – 2012

BY: COMMUNITY DEVELOPMENT COMMITTEE

2ND READING P.M. 2/6/12 7:00

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-1 One Family Residential, RM – Multiple Family Residential, O-1 Office and B-1 Local Business to O-2 Office.

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: JANUARY 17, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 4 – 2012

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

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

Section 1:

The Mayor of the City of Massillon, Ohio, is hereby authorized and directed to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District.

Section 2:

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

Section 3:

The grant will be awarded at the minimum amount of Twenty-Five Dollars (\$25.00) per ton of recyclable materials plus incentives.

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary that the grant agreement be entered into for the efficient operation of the recycling program for 2012. 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 _____ 2012

APPROVED: _____

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

KATHERINE CATAZARO-PERRY, MAYOR



STARK-TUSCARAWAS-WAYNE JOINT
SOLID WASTE MANAGEMENT DISTRICT

9918 Wilkshire Blvd NE • Bolivar, OH 44612
(330) 874-2258 • (800) 678-9839 • (330) 874-2449 FAX
www.timetorecycle.org • district@timetorecycle.org

David Held Erica Wright Eva Newsome
Executive Director Finance Director Planning & Operations Manager

December 22, 2011

Colleen Sibila
City of Massillon
One James Duncan Plaza
Massillon, Ohio 44646

COPY

DISTRICT GRANT FUNDING APPROVED – YOUR IMMEDIATE RESPONSE IS REQUIRED

Dear Ms. Sibila:

Enclosed is an original grant agreement for FY2012. In order to receive your approved grant funding for 2012 you must complete the following:

- 1) Have the appropriate person sign, date, and return the agreement to the District office at the address listed above by Tuesday, January 31, 2012.
- 2) Pay careful attention to the notice/contact information contained in your grant agreement as this will be the address all correspondence and payments will be mailed to and notify us of any changes.
- 3) Complete Exhibit A and B, if applicable, in the Re-TRAC web-based reporting system at the end of each quarter in order for payment to be issued. The reporting deadlines are as follows:

<u>Reports due on April 30, 2012</u>	(for reporting period of January 1 – March 31, 2012)
<u>Reports due on July 31, 2012</u>	(for reporting period of April 1 – June 30, 2012)
<u>Reports due on October 31, 2012</u>	(for reporting period of July 1 – September 30, 2012)
<u>Reports due on January 31, 2013</u>	(for reporting period of October 1 – December 31, 2012)

After our Executive Director signs the agreement, we will provide a copy for your records.

If you should have any questions regarding the agreement or any aspect of the grant funding, please feel free to contact me or Erica Wright, Finance Director, at (330) 874-2258 or 1-800-678-9839. You may also contact us by e-mail at eva@timetorecycle.org or erica@timetorecycle.org.

Thank you for your participation in the District Grant Program.

Sincerely,

Eva Newsome

Eva Newsome
Planning & Operations Manager

BOARD of DIRECTORS

Stark
Thomas M. Bernabei
Janet Weir Creighton
Dr. Peter Ferguson

Tuscarawas
Chris Abbuhl
Kerry Metzger
Jim Seldenright

Wayne
Jim Carmichael
Ann Obrecht
Scott Wiggam

2012 RECYCLING MAKES SENSE GRANT

THIS GRANT AGREEMENT is made and entered into as of January 1, 2012 by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board) and the City of Massillon (the grantee), under the circumstances summarized in the following recitals. This agreement shall be effective from January 1, 2012 through December 31, 2012 unless earlier termination is made pursuant to Section 7 herein.

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

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

WHEREAS, the Board has determined, based upon its review of the Application, that the Grant should be awarded at the minimum amount of \$25.00 per ton of recyclable materials plus incentives (refer to Exhibit D) to provide funding for portions of the Program, and that fees levied under Division (B) of Section 3734.57 of the Revised Code and appropriated by the Board for the purpose of funding recycling programs (Recycling Makes Sense) in connection with implementation of the District's Solid Waste Management Plan, as implemented on January 27, 2012; and

WHEREAS, the Board has authorized the District's Executive Director to execute and deliver this Agreement with the Grantee relating to the administration of the Grant; and

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

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

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

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

1.01 The District hereby agrees to pay the Grantee, subject to the provisions of Section 5 of this Agreement and paragraph 1.02 of this section, the 2012 Grant at the minimum amount of \$25.00 per ton of recyclable materials plus incentives (refer to Exhibit D) for the Grant Purposes as stated in the subject application attached as Exhibit E. Payments are payable at the end of each quarter in accordance with Section 2.01 for the periods ending March 31, June 30, September 30 and December 31, 2012. Payments will be processed within 30 days of the submission of the quarterly report.

1.02 The Grantee agrees not to expend, without the prior written consent of the District, any monies disbursed to it as proceeds of the 2012 Grant for any purpose other than to pay or reimburse direct or indirect costs incurred by the Grantee that are reasonably allocable to the performance in 2012 of the Grant Purposes as stated in the subject application attached as Exhibit E, including, properly allocable direct and indirect personnel, equipment and office costs and expenses. The purchase, ownership, use, disposition and insurance of equipment by the Grantee with 2012 Grant funding from the District shall also be subject to the provisions of Section 4.

requirements imposed upon the Grantee by the District's Executive Director or Finance Director.

Section 5. Deposit of Monies and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically:

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

All books, records and materials, financial or otherwise, pertinent to the financial assistance provided by the District to the Grantee under this Agreement shall upon reasonable notice by the Board of Directors or any authorized representative thereof be available for inspection by the Board of Directors or any authorized representative thereof, including without limitation the Finance Director of the District. The Board of Directors or its representative shall, at the cost and expense of the District, be entitled to make, or to receive upon reasonable request, copies of those records. The provisions of this Section 5 shall survive the termination of this Agreement.

Section 6. Liability Indemnification

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

Section 7. Termination; Repayment to the District

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

7.02 The Grantee shall repay to the District, on the effective date of any termination, the balance in the Solid Waste Assistance Account subject to the provisions below. The Grantee may retain a portion of the balance in the Solid Waste Assistance Account equal to any amount which is encumbered for the payment of non-cancelable obligations properly incurred by the Grantee for the performance in 2012 of the Grant Purposes prior to its receipt or giving of notice of termination, provided however that the Grantee shall provide to the District a complete accounting of any such amounts including the names and contact information for the relevant contracting parties. If the Grantee shall retain any portion of the Solid Waste Assistance Account under this Section 7, the Grantee shall waive any and all claims it may have against the District or the Board of Directors with reference to the obligation for which it retains sums and the Grantee hereby agrees to hold the District and Board of Directors harmless from any liabilities arising under such obligations.

Section 10. Integration and Binding Effect

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

Section 11. Amendments, Changes and Modifications

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

Section 12. Counterparts

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

Section 13. Severability

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

Section 14. Construction

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

Section 15. Captions and Headings

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

Section 16. Laws of State Govern

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

Re-TRAC™ A Recycling and Solid Waste Data Management Tool

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Financial Detail

View Annual Financial Data | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4

Category	Expenditure	Total
Salaries:	0.00	\$ 0.00
Benefits:	0.00	\$ 0.00
General Administration Supplies:	0.00	\$ 0.00
Motor Vehicle Fuel Supplies & Parts:	0.00	\$ 0.00
Printed Materials & Information:	0.00	\$ 0.00
Other Supplies:	0.00	\$ 0.00
Communications & Publicity:	0.00	\$ 0.00
Insurance:	0.00	\$ 0.00
Professional Services:	0.00	\$ 0.00
Maintenance Cost:	0.00	\$ 0.00
Rents/Leases:	0.00	\$ 0.00
Travel & Meeting Expenses:	0.00	\$ 0.00
Utilities:	0.00	\$ 0.00
Other Purchased & Contract Services:	0.00	\$ 0.00
Building:	0.00	\$ 0.00
Building Improvements:	0.00	\$ 0.00
Equipment:	0.00	\$ 0.00
Furniture:	0.00	\$ 0.00
Land:	0.00	\$ 0.00
Motor Vehicles:	0.00	\$ 0.00
Other Capital Outlays:	0.00	\$ 0.00
Expense: Note:	0.00	\$ 0.00
Expense: Note:	0.00	\$ 0.00
Expense: Note:	0.00	\$ 0.00
Total Expense:		\$

Category	Grant Amount Awarded (per ton)	Income	Total
Commodity Revenue:	-	0.00	
Other Revenue: Note:	-	0.00	
Other Revenue: Note:	-	0.00	
Other Revenue: Note:	-	0.00	
Grant (Received during the quarter being reported):		0.00	

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<div style="margin-bottom: 10px;"> Create Report View Reports Export Data </div> <div> Demographic Contract Residential Recycling Program Material Financial HW Organics C&D E-Waste </div>	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"> Residential Recycling </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"> Search Transactions </div> <div style="margin-bottom: 10px;"> * Quarter: <input style="width: 150px;" type="text"/> <input style="width: 50px;" type="text"/> </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Materials</th> <th style="width: 20%;">Source</th> <th style="width: 15%;">Amount</th> <th style="width: 15%;">Units</th> <th style="width: 20%;">Total in Tons</th> </tr> </thead> <tbody> <tr> <td rowspan="5">Single Sort Single sort (commingled rigids and fibers)</td> <td>Curbside</td> <td><input style="width: 80px;" type="text"/></td> <td><input style="width: 80px;" 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Subtotal				<input type="text"/>
Mixed plastics	Curbside	<input type="text"/>	Tons	<input type="text"/>
	Drop-off	<input type="text"/>	Tons	<input type="text"/>
	Clean Up Events	<input type="text"/>	Tons	<input type="text"/>
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Subtotal				<input type="text"/>
Total Tons for plastics				<input type="text"/>
Glass	Source	Amount	Units	Total in Tons
Brown Glass	Curbside	<input type="text"/>	Tons	<input type="text"/>
	Drop-off	<input type="text"/>	Tons	<input type="text"/>
	Clean Up Events	<input type="text"/>	Tons	<input type="text"/>
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Subtotal				<input type="text"/>
Clear Glass	Curbside	<input type="text"/>	Tons	<input type="text"/>
	Drop-off	<input type="text"/>	Tons	<input type="text"/>
	Clean Up Events	<input type="text"/>	Tons	<input type="text"/>
	Special Events	<input type="text"/>	Tons	<input type="text"/>
Subtotal				<input type="text"/>
Green Glass	Curbside	<input type="text"/>	Tons	<input type="text"/>
	Drop-off	<input type="text"/>	Tons	<input type="text"/>
	Clean Up Events	<input type="text"/>	Tons	<input type="text"/>
	Special Events	<input type="text"/>	Tons	<input type="text"/>
Subtotal				<input type="text"/>
Mixed Glass	Curbside	<input type="text"/>	Tons	<input type="text"/>
	Drop-off	<input type="text"/>	Tons	<input type="text"/>
	Clean Up Events	<input type="text"/>	Tons	<input type="text"/>
	Special Events	<input type="text"/>	Tons	<input type="text"/>

Tires	Curbside	<input type="text"/>	Tons	<input type="text"/>
	Drop-off	<input type="text"/>	Tons	<input type="text"/>
	Clean Up Events	<input type="text"/>	Tons	<input type="text"/>
	Special Events	<input type="text"/>	Tons	<input type="text"/>
	Subtotal	<input type="text"/>		
Miscellaneous	Curbside	<input type="text"/>	Tons	<input type="text"/>
	Drop-off	<input type="text"/>	Tons	<input type="text"/>
	Clean Up Events	<input type="text"/>	Tons	<input type="text"/>
	Special Events	<input type="text"/>	Tons	<input type="text"/>
	Subtotal	<input type="text"/>		
Total Tons for Other Recycling Materials				<input type="text"/>
Total Tons				<input type="text"/>



Salaries:

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

Service Fees:

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

Supplies:

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

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

Travel & Expenses:

- Either lease maintenance, fuel or insurance or actual mileage expense not to exceed the current IRS rate, but not both, for vehicles used in program activities.
- Transportation, meals, lodging, conference room rental, parking and registration fees for source reduction, recycling, litter prevention and other grant-related meetings, training, workshops and conferences.

Other:

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

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

FY2012

STARK-TUSCARAWAS-WAYNE
JOINT SOLID WASTE MANAGEMENT DISTRICT
GRANT APPLICATION COVER SHEET

(Recycling Makes Sense Program)

RECEIVED

SEP 18 2011

STARK-TUSCARAWAS-WAYNE
JOINT SOLID WASTE DISTRICT*Please print neatly or type.*DATE: Sept 15, 2012COUNTY: StarkPROPOSED PROJECT PERIOD: START DATE: 1-1-2012 END DATE: 12-31-2012APPLICANT NAME: City of MassillonCHIEF EXECUTIVE OFFICER: Francis H Cicchinelli, Jr., MayorCONTACT PERSON: Colleen SibilaTELEPHONE: 330-830-1704FAX: 330-830-2686E-MAIL: csibila@massillonohio.comMAILING ADDRESS: City of Massillon, Waste Dept.CITY, STATE & ZIP: One James Duncan PlazaNAME OF PROGRAM/PROJECT: Massillon Recycling ProgramADDRESS (if different from applicant): 401 Walnut Rd SW, Massillon, Ohio 446462012 TOTAL PROGRAM BUDGET \$ 2,500.00**AMOUNT OF GRANT REQUESTED** \$25 /Per Ton

** PLEASE NOTE: All FY2012 Recycling Makes Sense grants will be awarded in a rate per ton format in accordance with the FY2012 Rate Schedule.

CITY OF MASSILLON

PROJECT NARRATIVE

2012 RECYCLING MAKES SENSE

The City of Massillon is respectfully asking for assistance with the cost of operating our Recycling Center. The estimated cost of operating the center for 2012 is \$2,500.00. This expense will be for the cost of disposal of tires. Any expenses not reimbursed by the Solid Waste District would be paid directly out of our City's General Fund which is funded primarily by Income Tax revenue. There are no donations, contributions or any other funding received or available to the City for this expenses.

The Massillon Recycling Center is now open from 7:00 AM to 3:30 PM, Monday through Friday. We are accepting yard waste, plastic, paper, metals, glass and tires year round. The Solid Waste District services our recyclables at this site, except for tires and yard waste. We also have drop-off sites for recyclables (serviced by the Solid Waste District) on the west side of Massillon at Wampler Park and on the east side at Fisher Foods.

Through the promotion and operation of a successful recycling effort involving Massillon residents, our recycling program benefits the Joint Solid Waste District by providing an accessible drop-off site for recyclables, which ultimately preserves valuable landfill space.

The Recycling Center and all involved employees are under the direction of Michael Loudiana, the Director of Public Safety and Service for the City of Massillon.

Recycled Item

Contractor

Tires

C-N-C Wholesale
1300 S Erie St
Massillon, OH 44646

BUDGET DETAILS

<u>ITEMS</u>	2011 Program/Project <u>Budget</u>	2012 Program/Project <u>Budget</u>
I. Personnel		
A. Salaries	\$0.00	\$0.00
B. Benefits	0.00	0.00
Total Personnel	\$0.00	\$0.00
II. Supplies		
A. General Administration Supplies		
B. Vehicle Fuel, Supplies & Parts		
C. Printed Materials & Information		
D. Other Supplies*		
Total Supplies	\$0.00	\$0.00
III. Purchased & Contracted Services		
A. Communication & Publicity		
B. Insurance		
C. Professional Services	2,500.00	2,500.00
D. Property Maintenance, Repair & Security		
E. Rents/Leases		
F. Travel & Meeting Expenses		
G. Utilities		
H. Other Purchased & Contracted Services*		
Total Purchased & Contracted Services	\$2,500.00	\$2,500.00

* Itemize on a separate sheet.

PROGRAM FUNDING SOURCES
(Proposed Revenues)
FY2012

I. Non-Capital Expenses	<u>Dollars</u>	<u>%</u>
A. Private Contributions		
1. In-Kind (value of)		
2. Money		
B. Public Revenues		
1. Local Government		
2. State of Ohio		
3. Federal Programs		
C. Income		
D. District Grant (Projected Amount Based on Rate Schedule)	\$2,500.00	100
Total Funding Sources for Non-Capital Expenses	\$2,500.00	100
II. Capital Expenses		
A. Private Contributions		
1. In-Kind (value of)		
2. Money		
B. Public Revenues		
1. Local Government		
2. State of Ohio		
3. Federal Programs		
C. Income		
D. District Grant (Projected Amount Based on Rate Schedule)		
Total Funding Sources for Capital Expenses	\$0.00	
TOTAL Funding Sources for <u>ALL Expenses</u>	\$2,500.00	100

Total Funding Sources for All Expenses should equal the 2012 Total Program Budget (from pages 1 & 5)

APPLICATION CERTIFICATION

The undersigned certifies that he or she is authorized by the governing or corporate body of the applicant to represent the Applicant in both requesting and accepting the proposed grant funds and to the best of his or her knowledge the information contained in this application is correct.

The undersigned acknowledges that, should the proposed grant funding be approved, the Applicant will be required to enter into a funding agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District. The funding agreement will require the submission of documentation relative to the use of grant funds, including quarterly fiscal and technical reports detailing the operation of the program or project.

All quarterly reports will be filed electronically using Re-Trac, a District database accessed via the Internet.

Colleen Sibila

Name of Authorized Representative

Collections Supervisor

Title of Authorized Representative

Thursday, September 15, 2011

Date

DATE: JANUARY 17, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO.5 – 2012

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1401 Capital Improvement Fund, for the year ending December 31, 2012, 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 1401 Capital Improvement Fund, for the year ending December 31, 2012 the following:

\$24,000.00 to an account entitled "Street Dept Equipment" 1401.435.2530

Section 2:

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 _____ 2012

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

APPROVED: _____
KATHERINE CATAZARO-PERRY, MAYOR

DATED: JANUARY 17, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 2 - 2012

BY: FINANCE COMMITTEE

A RESOLUTION requesting the Stark County Auditor and Stark County Treasurer to pay the City's share of real estate taxes for the 2012 fiscal year.

WHEREAS, Ohio Revised Code Section 321.34 provides that a municipality may request by Resolution an advance payment from the County of real estate taxes that the County collects on behalf of the municipality, and

WHEREAS, the legislative authority of the City of Massillon has deemed it necessary to request such advance payment, and

WHEREAS, the legislative authority of the City of Massillon has determined such request is necessary at this time.

Now, therefore, it is hereby resolved that the legislative authority of the City of Massillon hereby request an advance payment of the real estate taxes assessed and collected for the 2012 fiscal year, as permitted by Ohio Revised Code Section 321.34.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2012.

ATTEST: _____
MARY BETH BAILEY,
CLERK OF COUNCIL

GLENN GAMBER, PRESIDENT

APPROVED: _____

KATHERINE CATAZARO-PERRY, MAYOR

DATED: JANUARY 17, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 3 – 2012

BY: FINANCE COMMITTEE

A RESOLUTION requesting the Stark County Auditor and Stark County Treasurer to pay the City's share of 75% of the estate and inheritance taxes for the 2012 fiscal year.

WHEREAS, Ohio Revised Code Section 321.34 provides that a municipality may request by Resolution an advance payment from the County of 75% of the estate and inheritance taxes that the County collects on behalf of the municipality, and

WHEREAS, the legislative authority of the City of Massillon has deemed it necessary to request such advance payment, and

WHEREAS, the legislative authority of the City of Massillon has determined such request is necessary at this time.

Now, therefore, it is hereby resolved that the legislative authority of the City of Massillon hereby request an advance payment of the 75% of the estate and inheritance taxes collected for the 2012 fiscal year, as permitted by Ohio Revised Code Section 321.34.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2012.

ATTEST: _____
MARY BETH BAILEY,
CLERK OF COUNCIL

GLENN GAMBER, PRESIDENT

APPROVED: _____

KATHERINE CATAZARO-PERRY., MAYOR