

CITY OF CANAL FULTON
CITY COUNCIL MEETING AGENDA
March 15, 2011

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS**

February 15, 2011
5. **REPORTS OF STANDING COMMITTEES**
6. **CITIZENS' COMMENTS – AGENDA MATTERS (Five Minutes per Individual – No Yield)**
7. **REPORTS OF ADMINISTRATIVE OFFICERS**
 - A. Senior Citizens
 - B. Community Service Coordinator
Monthly Report-Written/Attached
 - C. Fire Chief
Monthly Report – Written/Attached
Dispatching Contract – Voice Motion
Cardiac Monitor Contracts – Voice Motion
MOU-Explorers
 - D. Police Chief
Monthly Report – Written/Attached
 - E. Engineer/Streets/Public Utilities
 - F. Finance Director
 - G. City Manager
 - H. Report of Mayor
Appt-Sr. Citizen Commission
Appt-Park Board
 - I. Parks & Recreation Board
Monthly Report-Written/Attached
 - J. Law Director
8. **THIRD READINGS**

Resolution 3-11: A Resolution By the Council of the City of Canal Fulton, Ohio to Accept the Donation of Part of Outlot #155 in the City of Canal Fulton.
9. **SECOND READINGS** - None
10. **FIRST READINGS**

Ordinance 1-11: An Ordinance Amending the Codified Ordinances of the Zoning Code of the City of Canal Fulton, Ohio to Amend Chapter 1146 Certificate of Occupancy to Certificate of Compliance, Delete Fire Inspection and Repealing Any Ordinances in Conflict Therewith.
11. **PURCHASE ORDERS & BILLS**

P.O. 6342 to Cargill for 150 Ton Road Salt in the Amount of \$7,197.00.

P.O. 6343 to Reilly Sweeping for Street Sweeping in the Amount of \$3,400.00.

P.O. 6346 to J.D. Mining for Final Payment and Retainage for High Street/Erie Avenue Phase I in the Amount of \$37,767.23.

BILLS: \$120,143.87
12. **OLD/NEW/OTHER BUSINESS**
13. **REPORT OF PRESIDENT PRO TEMPORE**
14. **REPORT OF SPECIAL COMMITTEES**
15. **CITIZENS COMMENTS – Open Discussion (Five Minute Rule)**
16. **ADJOURNMENT**

RECORD OF PROCEEDINGS

Minutes of

CITY OF CANAL FULTON

Meeting

DAYTON LEGAL BLANK, INC., FORM NO. 10148

March 1, 2011

Held

20

COUNCIL MEETING

President ProTempore Linda Zahirsky called the March 1, 2011 City Council meeting to order at 7:00 PM in Council Chambers at City Hall.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Paul Bagocius, Nellie Cihon, Danny Losch, Sue Mayberry, and Matthew Moellendick, and Linda Zahirsky.

Absent: Nellie Cihon and John Grogan, Mayor

Mrs. Zahirsky stated Mayor Grogan and Nellie Cihon were attending a school concert for family members.

(Motion to excuse was done later in meeting, Page 2)

Others Present: Mark Cozy, City Manager; Tammy Charlson, Clerk of Council; Daniel Mayberry, Service Director; Scott Fellmeth, Law Director; Ray Durkee; Fire Chief; David Frisone, Police Chief; Scott Svab, Finance Director; William Dorman, Engineer; James Deans, Cindy Wilson and Rochelle Rossi, Resident; William Stetler and Dan Levongood, Northwest Schools; Susan Reed; and Joan Porter, Repository.

PRESENTATION – NW SCHOOLS – LEVY:

Mr. Stetler, Superintendent and Dan Levongood, Fiscal Officer, were present to do a presentation for the Northwest School renewal levy.

Mr. Settler thanked council for support in the past. Thanked the service department for outstanding job of clearing the roads, as well as the city for the Erie Avenue culver project. The schools would have had to close the past two days had not project not been done.

Mr. Dan Levongood stated in Stark County Issue 10 will be on the ballot in May. This is a renewal levy, it is not new taxes. It was originally passed in 1992 and was 12.8 mills to generate \$1.5 million. The renewal of this levy will help them maintain what they currently have.

As part of the Your Plan, Your Vote, they had asked for a renewal and not any new taxes and they are fulfilling this request.

Mr. Stetler said the last thing they want to do is go back to the public for more money. It is a continuation of the Your Plan, Your Vote.

Mr. Bagocius asked how City Hall could help.

Mr. Stetler stated they can help just by sharing with their family and friends that this is a renewal levy. He stated they need individual support for this levy.

RECORD OF PROCEEDINGS

Minutes of

CITY OF CANAL FULTON

Meeting

DAYTON LEGAL BLANK, INC. FORM NO. 10148

March 1, 2011

Held

20

CORRECTING/ADOPTING THE RECORD OF PROCEEDINGS

Mrs. Mayberry moved to adopt the record of proceedings March 1, 2011 as amended, seconded by Mr. Bagocius. **ROLL: Yes, Mrs. Zahirsky, Mr. Bagocius, Mrs. Cihon, Mr. Losch and Mrs. Mayberry. Abstain, Mr. Moellendick.**

Mr. Moellendick was not present at the meeting of February 15, 2011.

Mr. Bagocius made the following amendments:

Page 5 of 7

OLD/NEW/OTHER BUSINESS:

First paragraph, third second sentence should read, She stated the newsletter is not a place to put opinions **or political ambitions.**

Mr. Bagocius stated he would like added to the above change: Mr. Bagocius and Mrs. Mayberry agreed disagreed with both assertions.

Second paragraph, It was a ~~consensus~~ **the opinion** of council that this information is opinions and should not be included in the newsletter.

Mrs. Mayberry made the following amendments:

Page 4 of 7:

Last sentence under Engineering Contract: Mrs. Mayberry asked Mr. Cozy ~~is~~ if he has heard of any groundbreaking on Marshallville Street.

Mr. Losch moved to excuse Mrs. Cihon and Mayor Grogan due to their attendance at a school function, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

REPORTS OF STANDING COMMITTEES

Public Services Committee: Mr. Moellendick reported the committee met and discussed city wide trash. They had guest trash vendors present. They discussed contract types, the need to have good bid specifications, awarding criteria and if community wants recycling it needs to be included in specifications.

Mr. Moellendick moved to hold a Public Service Committee meeting for further discussion on April 5, 2011 at 6:00 PM, seconded by Mr. Bagocius. **ROLL: Yes, ALL.**

Mrs. Zahirsky stated two reasons to look at citywide trash pickup are that it isn't as hard on city streets with just one vendor coming in, and a substantial savings to residents.

Safety Committee: Mr. Bagocius stated the committee met on February 24. He was elected to chair the committee.

RECORD OF PROCEEDINGS

Minutes of

CITY OF CANAL FULTON

Meeting

DAYTON LEGAL BLANK, INC. FORM NO. 10148

March 1, 2011

Held

20

Joint Safety Committee: Mr. Bagocius stated the committee met after the safety committee meeting. A written report is being written. Once done, they will have a meeting to review with council as a whole.

CITIZENS' COMMENTS – AGENDA MATTERS - None

REPORTS OF ADMINISTRATIVE OFFICERS

SENIOR CITIZENS (Nellie Cihon) - Not Present

COMMUNITY SERVICE (John Murphy, Coordinator) – None

FIRE CHIEF (Chief Ray Durkee):

Erie Avenue-Culvert Project: Chief Durkee thanked the city for the Erie Avenue project.

Swift Water Rescue: The department assisted Massillon with swift water rescue in Tuscarawas Township.

They need to review Millfield/River Road where it floods.

Stark County EMA: Chief Durkee stated the Stark EMA is requesting the city to compile damage related information for the flooding event. The purpose is to determine the true extent of damage as well as if Stark County is a candidate for assistance from state or federal sources.

Dispatching Contract: Chief Durkee stated the dispatching contract is in the packet and is up for renewal.

Cardiac Monitor Contract: Chief Durkee stated the cardiac monitor the cardiac monitor contract needs renewed.

Memorandum of Understanding – Explorers: The department wants to start along with Lawrence Township. It is a way to get young adults involved, 14 to 21 and is open to girls and boys. They do not respond on trucks. They would help roll up hoses and clean up tools and is a way to cultivate future members for the department. They did have this program a long while ago. The MOU is renewed on a yearly basis.

The Law Director is reviewing MOU and is asking council to do the same.

Knox-Box: Captain Yerian presented the Knox-Box Rapid Entry System to council. It is a small, wall or door-mounted safe that holds building keys and allows firefighters, EMTs, and police officers to enter a building in emergencies. Fire Chief Ray Durkee would like each of the city's fire trucks outfitted with the Knox KeySecure that would hold a master key to open all residential and commercial Knox Boxes located in the city's emergency response area.

All access to the KeySecure is recorded by a computer for security purposes. Use of the Knox Box improves response time because emergency personnel do not have to wait for the property owner to arrive with keys. In addition, emergency personnel can enter a home without damaging the door to gain entry if the resident is unable to open the door. Residents and business owners may purchase a Knox Box for about \$160. Police Chief David Frisone is also looking into the system.

RECORD OF PROCEEDINGS

Minutes of

CITY OF CANAL FULTON

Meeting

DAYTON LEGAL BLANK, INC. FORM NO. 10148

March 1, 2011

Held

20

The department has had discussion on purchasing five Knox Boxes to have a loaner program.

Mrs. Zahirsky asked if they were going to do a presentation to the senior citizens.

Mr. Yerian stated they could and also would like to include discussion on the vial of life that is placed on their refrigerator to gives all medical information.

POLICE DEPARTMENT (Dave Frisone, Chief)

Monthly Report: Chief Frisone stated he will include February monthly report in the next packet.

Ice Storm: Chief Frisone reported his staff is doing a report of costs for the costs and awaiting final information.

Cleveland Investigation: Chief Frisone stated a stolen computer from a school system in Cleveland had a tracking device on it and was located here. They have been working with Cleveland on the investigation.

ENGINEER/STREETS/PUBLIC UTILITIES (William Dorman/Dan Mayberry):

Weather Event: Mr. Mayberry stated Lift Stations D & E have been taxed by the snow and ice storms. He will discuss with Chief Durkee regarding the costs associated with this for Stark EMA.

Wooster Street: There was extensive asphalt damage.

CTI performed a study in August 2010 on the storm water run-off. He will be meeting with a property owner to discuss the possibility of building a retention pond. The study involved utilizing some private property. They will be reviewing how to fund the project.

Mr. Losch stated he acknowledges past and present Council and administration for the work that went into getting the Erie Avenue project.

The river will crest tomorrow afternoon around 3:00 PM.

FINANCE DEPARMTENT (Scott Svab)

Purchase Orders and Bills: Mr. Svab stated there are two purchase orders included in the packet, along with the list of bills.

Mr. Svab stated the water level is the highest he has seen it and has exceeded past levels he has seen. The Erie Avenue project was excellent.

CITY MANAGER (Mark Cozy)

Flooding: Mr. Cozy distributed a graph from Mr. Dorman showing the levels of the water and the historical crests. He stated he feels we are going to reach our high point from 2008. The water levels are going to go up another three inches.

RECORD OF PROCEEDINGS

Minutes of

CITY OF CANAL FULTON

Meeting

DAYTON LEGAL BLANK, INC., FORM NO. 10148

March 1, 2011

Held

20

Train District Study: Mr. Cozy distributed a copy of the map of the train district study to members.

Mr. Cozy stated the ideal site for the train is the Canal Livery.

The current status is the train company is reviewing the whole plan. They will let us know if the plan makes sense.

Mrs. Mayberry asked if the railroad company doesn't like the plan, would it be reassessed and would we have any more costs.

Mr. Cozy stated they would reassess and we wouldn't have any more costs.

Lift Station Property (Resolution 3-11): Mr. Cozy distributed a copy of a map of the said property relating to Resolution 3-11, the donation of the land from Schalmo Properties to the city where the lift station sits.

Finance Director Position: Mr. Cozy stated to date we have received twenty-three applications for the finance director position.

Mr. Bagocius asked where it was advertised. It was indicated Massillon, Repository, monster.com and Ohio Municipal League.

MAYOR – Not Present

PARKS & RECREATION BOARD – Not Present

LAW DIRECTOR (Scott Fellmeth) – No Report.

THIRD READINGS –

Resolution 1-11: A Resolution Authorizing The City Manager To Enter into A Contract By And Between The City Of Canal Fulton And The City Of Massillon Law Department For Providing Prosecution Of Criminal And Traffic Offenders In The Massillon Municipal Court And Performance Of Other Related Traffic And Criminal Legal Services For Canal Fulton.

Mr. Moellendick moved for passage, seconded by Mr. Losch. **ROLL: Yes, ALL.**

Resolution 2-11: A Resolution By the Council Of The City Of Canal Fulton Authorizing The City To Adopt The Flexible Benefit Plan, Retroactive To February 1, 2011.

Mrs. Mayberry moved for passage, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

SECOND READINGS

Resolution 3-11: A Resolution By The Council of The City of Canal Fulton, Ohio to Accept the Donation of Part of Outlot #155 in the City of Canal Fulton.

STANDS AS A SECOND READING

FIRST READINGS - None

RECORD OF PROCEEDINGS

Minutes of

CITY OF CANAL FULTON

Meeting

DAYTON LEGAL BLANK, INC. FORM NO. 10148

March 1, 2011

Held

20

PURCHASE ORDERS

P.O. 6327 to Physio-Control Corporation for Annual Maintenance Agreement for EMS Heart Monitors in the Amount of \$3,365.00.

Mr. Moellendick moved to approve, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

P.O. 6338 to Huntington National Bank for NW Waterline Debt Principal and Interest in the Amount of \$54,737.50.

Mr. Losch moved to approve, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

Bills: \$68,659.07 Mr. Moellendick moved to accept the bills as submitted, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

Mrs. Mayberry asked several questions and was answered by the Finance Director.

Mr. Bagocius asked several questions and was answered by the Fire Chief and the Finance Director.

Mr. Bagocius asked if they have contracted with another attorney to replace Dale Kincaid. Mr. Svab stated another attorney is taking over Mr. Kincaid's practice and retaining the paralegal and he will be handling the collections moving forward.

Mr. Bagocius asked if they could get a list of all membership fees that are being paid.

OLD/NEW/OTHER BUSINESS

Records Retention Meeting: Mrs. Mayberry moved to schedule a public records retention meeting on March 3, 2011 at 4:00 PM, seconded by Mr. Bagocius. **ROLL: Yes, ALL.**

REPORT OF PRESIDENT PRO TEMPORE (Linda Zahirsky) - None

REPORT OF SPECIAL COMMITTEES - None

CITIZENS COMMENTS-Open Discussion (Five-Minute Rule) - None

ADJOURNMENT

President Protempore Zahirsky moved to adjourn the March 1, 2011 meeting at 9:37 PM. The next regular scheduled meeting is March 15, 2011 at Canal Fulton City Hall, Council Chambers.

Tammy Charlson, Clerk of Council Linda Zahirsky



City Of Canal Fulton Community Service Report February 2011

February

- 3 Defendants currently sentenced to community service.
- 62 Hours worked by defendants this month.
- 1 Defendants completed their hours.
- 0 Defendants sent back to court for non-compliance.

During the month of February community service worked mostly at the Northwest Senior Center. We did cleaning and maintenance work, cleaning all the light fixtures and ceiling vents and repairing some sinks and toilets. Community Service also assisted the Street Department with snow removal and clearing debris from catch basins.

Some of the future projects for Community Service in the near future are maintenance work on the St. Helena III and hopefully beginning our spring work on city properties.

Respectfully submitted,

John Murphy
Community Service Coordinator

Canal Fulton Fire Department

Incident Type Report (Summary)

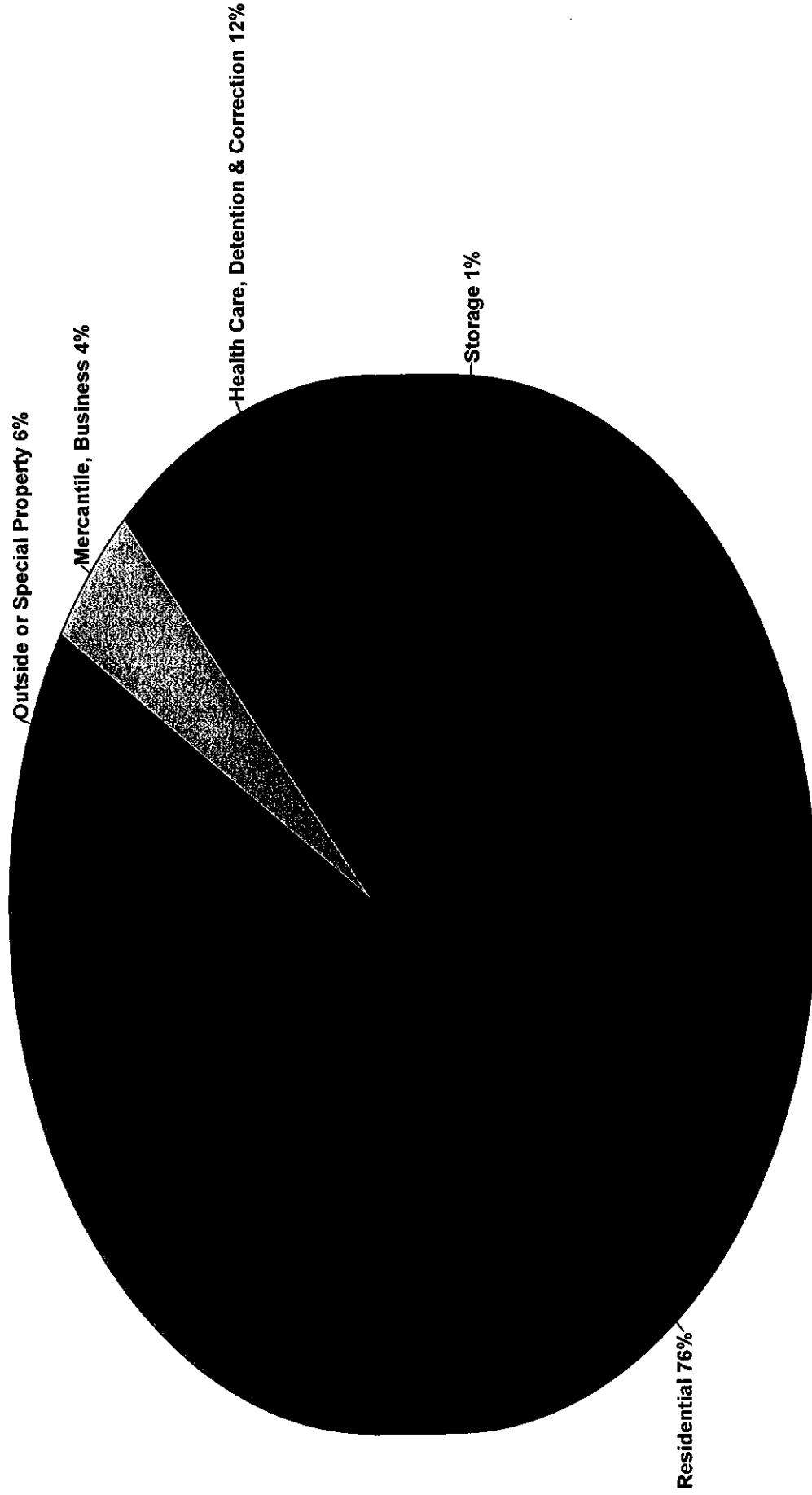
**Alarm Date Between {02/01/2011} And
{02/28/2011}**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
3112 EMS Call handled by Mutual Aid	10	14.93%	\$0	0.00%
3211 EMS call	34	50.75%	\$0	0.00%
322 Motor vehicle accident with injuries	2	2.99%	\$0	0.00%
363 Swift water rescue	1	1.49%	\$0	0.00%
	<u>47</u>	<u>70.15%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
424 Carbon monoxide incident	1	1.49%	\$0	0.00%
	<u>1</u>	<u>1.49%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
5001 Service Call, Handled by Mutual Aid	3	4.48%	\$0	0.00%
554 Assist invalid	5	7.46%	\$0	0.00%
5711 Station Coverage	7	10.45%	\$0	0.00%
	<u>15</u>	<u>22.39%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611 Dispatched & cancelled en route	1	1.49%	\$0	0.00%
651 Smoke scare, odor of smoke	1	1.49%	\$0	0.00%
	<u>2</u>	<u>2.99%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
733 Smoke detector activation due to malfunction	1	1.49%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	1.49%	\$0	0.00%
	<u>2</u>	<u>2.99%</u>	<u>\$0</u>	<u>0.00%</u>

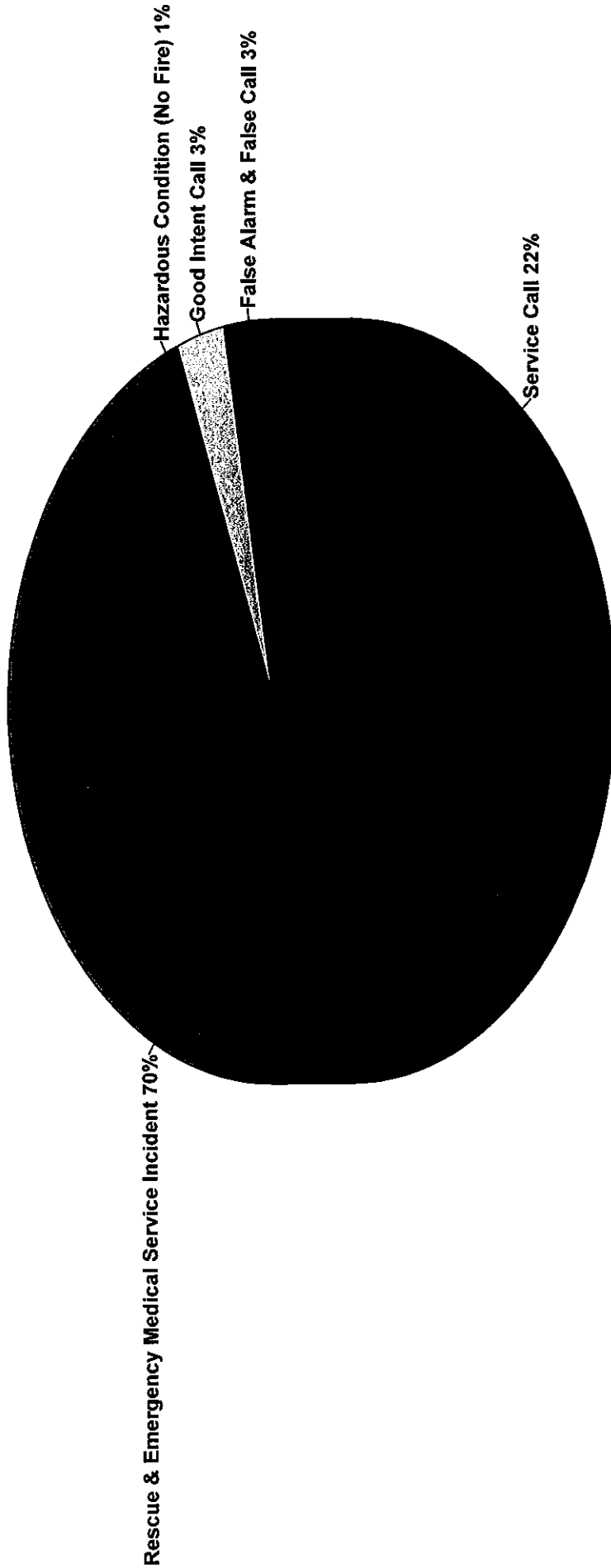
Total Incident Count: 67

Total Est Loss: \$0

Property Use Summary
Alarm Date Between {02/01/2011} And {02/28/2011}



Incident Type Summary
Alarm Date Between {02/01/2011} And {02/28/2011}



FIRE/EMS DISPATCHING SERVICE AGREEMENT

I. PARTIES

This Agreement is made by Nimishillen Township Board of Trustees (hereafter Nimishillen Township), a political subdivision of the State of Ohio, and **The City of Canal Fulton**, a political subdivision of the State of Ohio.

II. PURPOSE

Under this Agreement, Nimishillen Township agrees to provide 24 hour per day Fire And EMS (Emergency Medical Service) dispatching services to **The Canal Fulton Fire Department** in exchange for a monthly fee.

III. SERVICES TO BE PROVIDED BY NIMISHILLEN TOWNSHIP

The Fire / EMS dispatching provided by Nimishillen Township to **The Canal Fulton Fire Department** shall include the following:

- A. Maintain an electronic log of telephone calls from complainants or victims
- B. Maintain an electronic log of all radio traffic
- C. Dispatch all emergency 10 digit and 911 calls
- D. Maintain a log of all 911 calls
- E. Notify agency of all monitored alarms
- F. Dispatch regional emergency or investigative information
- G. Notify agency of emergency alerts
- H. Notify of weather alerts
- I. Support with notification of various agencies, hazmat, EPA, etc.
- J. Group page members of emergencies as directed
- K. Provide integrated GIS Mapping of 911 landline and Phase II tracking of cellular 911 calls
- L. Provide full function Computer Aided Dispatching (CAD)
- M. Provide Records Management Systems (RMS)

IV. FEES AND COSTS

The City of Canal Fulton agrees to pay Nimishillen Township for emergency dispatching services a monthly fee of **\$1,887** at a rate of **\$34.00 per incident** based on your 2010 run volume of **666** incidents. This fee is due the first day of each month for the Fire/EMS dispatching services to be provided that month.

Nimishillen Township shall provide written notice of any rate increase at least 60 days prior to the effective date of such increase.

Each party is responsible for payment for its own telephone services and any equipment within its own facilities or services necessary to interface, connect, receive, send, install, maintain, or improve transmissions between parties.

V. LIABILITY INSURANCE

The Canal Fulton Fire Department shall have at least \$1,000,000.00 general liability insurance and at least \$1,000,000.00 professional liability insurance at all times during the term of this contract.

VI. TERM

This agreement shall be in effect for a period of one year commencing the 1st day of January, 2011 and ending the 31st day of December, 2011.

This agreement may be terminated by either party. In order to terminate this agreement, a party must provide written notice to the other party of its intention to terminate the agreement at least sixty (60) days prior to the termination date.

VII. ADOPTION OF RESOLUTION AND APPROPRIATION OF FUNDS

Both parties, being political subdivisions of the State of Ohio, agree to adopt all necessary resolutions or other actions required to approve that party's entering into and performance of its obligations under this agreement including authorization to enter this agreement and appropriation of necessary funds.

VIII. ENTIRE AGREEMENT

This agreement represents the entire agreement between Nimishillen Township and **The City of Canal Fulton** concerning Fire/EMS dispatching services.

IX. GOVERNING LAW

This agreement is a contract made in and governed by the laws of The State of Ohio.

X. SEVERABILITY

If any section of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this agreement shall remain valid and enforceable.

XI. EXECUTION OF AGREEMENT

This Agreement shall be effective as of this date set forth below and is hereby executed with the signatures of the parties.

This Agreement is effective on the 1st day of January, 2011.

Nimishillen Township Board of Trustees

City Council of Canal Fulton

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 02783402
CANAL FULTON FIRE DEPARTMENT
1155 S LOCUST
CANAL FULTON, OH 44614

Bill To # 10243801
CITY OF CANAL FULTON
155 MARKET ST E
CANAL FULTON, OH 44614

This Technical Service Support Agreement begins on 4/1/2011 and expires on 3/31/2012.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$3,365.00 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ECG ELECTRODES
15% DISCOUNT ON ALL DEFIB/PACING ELECTRODES

Customer
Copy

Accepted: Physio-Control, Inc.

Customer:

By:

By:

Title:

Print:

Date:

Title:

Date:

Purchase Order Number:

Territory Rep: EALL53
Roger Urban
Phone: 800-442-1142 x2640
FAX: 800-772-3340

Customer Contact:
CHIEF RAY GREEN
Phone: 330-854-2456,497-5431
FAX:

Reference Number: L53-2439
Printed: 2/10/2011

Renewal
Page 1 of 6

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

RENEWAL TERMS

Physio-Control, Inc.'s ("Physio-Control") acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control

REPAIR SERVICES

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

INSPECTION SERVICES

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

EXCLUSIONS

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment

SCHEDULE SERVICES

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternate coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

PAYMENT

The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's Invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

WARRANTY

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reserivcing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERMINATION

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

DELAYS

Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

MISCELLANEOUS

- a) Customer agrees to not employ or offer employment to anyone performing Services on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent
- b) This Technical Service Support Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party.
- c) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided. All costs and expenses incurred by the prevailing party related to the enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party

.....END.....

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Roger Urban, EALL53
District: GREAT LAKES
Phone: 800-442-1142 x2640
FAX: 800-772-3340

Equipment Location: CANAL FULTON FIRE DEPARTMENT, 02783402
1155 S LOCUST
CANAL FULTON, OH 44614

Scope Of Service On Site Repair and 1 On Site Inspection per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-000983	12319365	1	4/1/2011	3/31/2012	1
LIFEPAK® 12	VLP12-02-007228	37874989	2	4/1/2011	3/31/2012	1
LIFEPAK® 12	VLP12-02-007228	37874990	3	4/1/2011	3/31/2012	1

** Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 12 (LP 12) Defibrillator/Monitor Service includes:

- Standard detachable hard paddle repairs
- LP12 upgrade installed by Physio-Control Technical Services Representative at a rate of 17% less than the then-current field-installed list price
- All Physio-Control battery charging systems owned by contract end user, up to a one-for-one basis with the total number of LP12 defibrillator/monitor's listed in Schedule A.
- AC Power Adapter repair/replacement
- DC Power Adapter repair/replacement
- Replacement of Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery, and LIFEPAK Li-ion Battery

Battery maintenance, performance testing, evaluation, removal, recycling, and replacement are the Customer's responsibility and should be performed in accordance with the LP 12 Series Operating Instructions section entitled Discarding/Recycling Batteries.

Battery replacement is available upon completion of the second year of use on a one-for-one basis, up to the number of devices listed in Equipment Inventory, Schedule A. Replacement batteries shall be like-for-like (i.e. FASTPAK for FASTPAK, LIFEPAK LI-ion for LIFEPAK LI-ion, etc.).

One-for-one, like-for-like battery replacement is available prior to the completion of second year of use upon battery failure as determined by Customer's performance testing and evaluation in accordance with the LP 12 Operating Instructions section entitled Discarding/Recycling Batteries. During the Term of this Agreement, no-charge replacement for battery failure shall occur no more than four (4) times per two-year period for Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery, and no more than three (3) times per two-year period for Li-ion batteries, regardless of any terms in prior Support Plans.

Battery replacement is dependent upon Customer's notice to Physio-Control of the completion of the second year of use or battery failure as determined by Customer's performance testing and evaluation. At the discretion of Physio-Control, battery replacement shall be accomplished by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of replacement battery, the battery being replaced becomes the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. If Physio-Control does not receive the battery Customer will be charged at the then-current rate for the replacement battery.

Only batteries manufactured by Physio-Control are covered under this Service Agreement. Batteries not manufactured by Physio-Control are expressly excluded from coverage under this Service Agreement. Physio-Control does not guarantee the operation, safety, and/or performance of our product when operating with a battery not manufactured by Physio-Control. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a battery manufactured by Physio-Control. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a battery not manufactured by Physio-Control, will be billed at Physio-Control's then current standard list prices for parts and labor, including actual travel costs incurred.

- LIFEPAK 12 Software Updates

If combined Repair and Inspection services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 12 software updates at no additional cost, provided they are installed at the time of a regularly scheduled inspection. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. Software updates, when installed at a time other than the regularly scheduled inspection, will be billed at the rate of \$205.00 per unit per software update. The cost of such software update will be billed in a separate invoice.

If Repair-Only services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install a LP 12 software update at the rate of \$205.00 per unit per software update. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. The cost of such software update will be billed in a separate invoice.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

• Coin Cell Battery Replacement

Physio-Control will replace the internal coin cell battery according to the number of such batteries listed in the Additional Items section of Schedule A. It is the Customer's responsibility to request such coin cell battery replacement, gather in a single location the devices that will receive such battery replacement, and to provide to the Physio-Control Technical Services Representative access to those devices. Coin cell battery replacement will take place during the Term of this Agreement, according to the number of coin cell batteries listed in the Additional Items section of Schedule A.

LP 12 Defibrillator/Monitor Service does not include repair or replacement of the following:

- Internal, sterilizable and pediatric paddles
- SpO2 sensors and cables
- Communication cables
- Therapy cables
- Patient cables
- PCMCIA modems
- Case changes

Discounts will not be combined with other special terms, discounts, and/or promotions.

Exploring

ANNUAL MEMORANDUM OF UNDERSTANDING

_____ has read and understands the following conditions for participating in the Exploring Program operated and maintained by Learning for Life, a District of Columbia non profit corporation ("Learning for Life"), and desires to enter into this agreement regarding its participating in the Exploring Program. The responsibilities of the organization include:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an Advisor who will work directly with the post officers.
- Encourage all adults to complete Learning for Life Youth Protection Training.
- Providing adequate facilities for the Explorer post to meet on a regular schedule with time and place reserved.
- Participating in an Initial program orientation session.
- Participating in at least one evaluation with Learning for Life representatives each year.

The Exploring Program is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders, program resources, and primary liability insurance to cover the participating organization, its board, officers, and employees against all personal liability judgements arising from official Exploring Program activities.

This Annual Memorandum of Understanding shall remain in effect for one year from this date. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: _____

Signature of organization head or designee

(Print Name)

Signature of Learning for Life Representative

(Print Name)

Exploring

Application for Participation

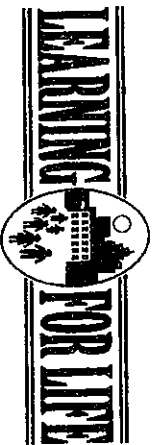
Exploring is part of the Learning for Life career education program for young men and women who are 14 (and have completed the eighth grade) through 20 years old.

Exploring's purpose is to provide experiences to help young people mature and become responsible and caring adults. Explorers are ready to explore the meaning of interdependence in their personal relationships.

Exploring is based on a unique and dynamic relationship between youth and the organizations in their communities. Local community organizations initiate a specific Explorer post by matching their people and program resources to the interests of young people in the community. The result is a program of activities that helps youth pursue their special interests, grow, and develop.

Explorer posts can specialize in a variety of career skills. Exploring programs are based upon five areas of emphasis: career opportunities, life skills, service learning, character education, and leadership experience.





Mission Statement

The mission of Learning for Life is to serve others by helping to instill core values in young people, and in other ways to prepare them to make ethical choices throughout their lives so they can achieve their full potential.

Organization Certification

The executive officer of the participating organization, by signature, approves the post application. Prior to this, the executive officer must also approve all participating adults.

Group Participation

Posts are required to pay an annual participation cost of \$20. This cost shall be submitted with the post application for participation and will help defray the expenses for the general liability insurance program.

Explorer Post

Each post is required to have one committee chairman, two committee members, and an Advisor.

Age Requirement

All adults must be 21 years of age. Each Explorer post must list the correct Explorer career interest code. These codes are used to sort Explorer posts into the proper career interest category, so that the Learning for Life Division can evaluate the programs being used by posts. Use Explorer Career Interests code list, No. 28-570.

Special Needs Designation (if applicable)

Indicate primary special need by placing the special need in the special needs box (limit to one). The special needs categories are:

Developmental	Mentally Retarded
Emotional	Orthopedic
Hearing	Visual
Learning Disabled	

REPORTS, ARRESTS, CITATIONS & WARNINGS

February 1, 2011 - February 28, 2011

OFFENSES

Breaking & Entering and/or Burglary <i>(Includes Attempted)</i>	0
Robbery <i>(Includes Attempted)</i>	0
Theft <i>(Includes bad checks, identity and drive-offs)</i>	6
Domestic <i>(Includes Violence and Disputes)</i>	2
Juvenile Offenses	7
Criminal Mischief / Criminal Damaging	2
Drug Related Offenses	4
Menacing and Aggravated Menacing	0
Vandalism/Property Crimes	0
Harassment <i>(Includes Phone)</i>	3
Alcohol Related	1
Disorderly Conduct	1
Assault	1
Missing Persons	1
Shots Fired	1
Sex Offense	0
Solicitors	0
Stalking	0
Suicide	0
TOTAL OFFENSES	29

PUBLIC SERVICE

Public Service Calls	18
Disturbance Calls	3
Suspicious Activities <i>(Includes persons, vehicles, circumstances)</i>	8
Assist Lawrence Township Police Department	10
Assist Medical Squad / Fire	5
Assist Other P.D.	4
Alarms	22
911 Hang Ups	3
Attempted Suicide	0
Threats	1
Security Checks	230
TOTAL PUBLIC SERVICE CALLS	304

MISCELLANEOUS CALLS

Includes, but is not limited to:

lock-outs, animal complaints, fingerprinting, escorts, welfare checks, unwanted subjects, civil matters, loud music, neighbor disputes, disabled vehicles, follow-ups, lost and/or found property, notifications, open doors, trespassing, extra patrol, attempts to serve warrants.

TOTAL MISCELLANEOUS CALLS	86
----------------------------------	-----------

TRAFFIC INCIDENTS:

Speed and/or Assured Clear Distance	2
Stop sign and/or Traffic Signal	2
Juvenile Offense	0
Seat Belt Violation	1
Parking Problems (Total)	33
<i>Parking Citations Issued: 11</i>	
Written Warnings	5
Verbal Warnings	17
Driver's License Violations	
Registration Violations	
Failure to Control	1
Improper Backing	1
OVI	
Marked Lanes	
Failure to Yield	
Peeling Tires	
Vehicle Violations	
Left of Center	
TOTAL TRAFFIC INCIDENTS:	62

ACCIDENTS

Property Damage Only:	6
Injuries:	1
Private Property Accident:	5
Hit/Skip Accident	0
TOTAL ACCIDENTS	12

TOTAL CALLS OF SERVICE:	493
--------------------------------	------------

From all of the above calls, the following numbers represent the amount of arrests that resulted from said call:

ARRESTS MADE:	9
WARRANTS SERVED:	1
TOTAL	10

City of Canal Fulton

Mary Ann Higgins, Canalway Programs Director Monthly Report – February 2011

Canal Fulton Canalway Center

- Canalway Center closed – will reopen Sat, April 2, 2011, offering a drawing to win a fishing pole for kids ages 4-15 to encourage people to stop in during April before trout derby
- Will get 2 new pop vending machines outside the Canalway Center later in March.
- All 3 Canalway Prog. Assistants are returning this year – start date Sat, April 2.

Recreation Programs

No programs held during this past month

Upcoming programs/cost (besides staffing):

Earth Day Grocery Bag Project, March to April – coordinating with CF Giant Eagle and NW 5th and 8th graders this year

Earth Day Tree Give Away – Thurs, April 14 prep 1-4 pm (**Joe's students?**), Friday to Stinson 3rd and 4th graders and Sat. April 16 about 100 trees to distribute in the center,

Easter Egg Hunt – Requesting \$300 for candy and bunny costume - April 23, 10 am, Jr Friends of library to help but **need more volunteers** for event and to stuff eggs Sun, April 10.

Lock 4 Trout Derby – April 30, 8-11 am (we have an info table at this Stark Park event)

Preschool Soccer Program Wed, April 27 – May 18, 5-5:45 pm, \$17 pp fee to participate

Summer Tennis Lessons – working on equipment and publicity grant to cover purchasing tennis balls, 2 more nets and printing flyers to go to the schools (est \$600).

Parks & Recreation - Administration:

- **Playground repairs:** St. Helena playground repairs – Dan Mayberry working on it.
- **Program Publicity:** Muhlhauser Park Sign, city website, city newsletter, news releases to area newspapers, starkcountyevents.com, Canton Stark Cty visitors Bureau website, safety center sign, Hatfield sign, Canal Fulton Canalway Center facebook page
- **Meetings:** I attended the following meetings: OECC Annual Mtg – accepted 2011 Partner Award with Mark Cozy, Canton Visitors Bureau DiscoverOhio.com mtg, Canal Boat Operations planning meeting, Canal Boat Cruise planning mtg.

Other project work

- Safe Routes to School Project Coordination, partial report submitted in Feb 2011.
- Coordinating 2011 special event canal boat cruise planning with committee
- Planning to hire canal boat crew for canal boat season to start Sat, May 7
- Scheduling school groups to ride the canal boat in May and June

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 3-11

Passed _____

20 _____

A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO TO ACCEPT THE DONATION
OF PART OF OUTLOT #155 IN THE
CITY OF CANAL FULTON.

WHEREAS, Schalmo Properties, Inc., an Ohio Corporation, has expressed a desire to donate real property located in the City of Canal Fulton, Ohio.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, THAT:

The City of Canal Fulton agrees to accept the donation of part of Outlot #155 more fully described on attached Exhibit "A".

John Grogan, Mayor

ATTEST:

Tammy Charlson, Clerk-of-Council

I, Tammy Charlson, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____-11, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2011, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2011.

Tammy Marthey, Clerk-of-Council

EXHIBIT "A"

December 6, 2010

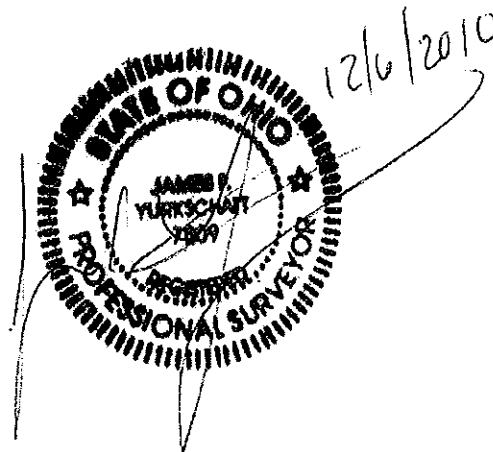
**DESCRIPTION OF A 0.858 ACRE PARCEL
SUMMER EVENING DRIVE – CANAL FULTON**

Situated in the State of Ohio, County of Stark, City of Canal Fulton, being part of Outlot 155, being part of the Southwest Quarter of Section 11 in original Township of Lawrence (T-1N, R-10W), being a part of a parcel of land now or formerly owned by Schalmo Properties, Inc. (O.R. 719, Page 946), and being further bounded and described as follows:

Beginning for reference at a 5/8" rebar found and held marking the Northeast corner of Lot 2039 in Discovery Park Phase 6 Subdivision (Inst. No. 200605230031200) and being **THE TRUE PLACE OF BEGINNING** for the parcel described herein;

- 1.) Thence S 72°36'01"W, along the North line of said Lot 2039 and the North line of Lot 2038 in said Discovery Park Phase 6 Subdivision, a distance of 193.37' to 5/8" rebar found and held marking the Northwest corner of said Lot 2038;
- 2.) Thence N 02°18'04"E, along a new division line, a distance of 270.59' to a 5/8" rebar set on the South line of Lot 1638 in the Spring Morning Subdivision (Inst. No. 200611200070846);
- 3.) Thence S 74°54'30"E, along the South line of said Lot 1638, a distance of 159.52' to a 5/8" rebar found and held marking the Southeast corner thereof and being on the West line of Lot 2044 in Discovery Park Phase 4 Subdivision (Inst. No. 200612190076799);
- 4.) Thence S 06°33'05"E, along the West line of Lot 2044, a distance of 172.14' to **THE TRUE PLACE OF BEGINNING** and containing 0.858 Acres (37,374 square feet) of land as surveyed by Campbell & Associates, Inc. under the supervision of James P. Yurkschatt, S-7809 in December of 2010. All 5/8" rebars are 30" in length and capped "C&A".

The basis of bearing for this description is N 87°41'30"W as the centerline of Summer Evening Drive and is the same bearing found in Discovery Park Phase 2 Subdivision (Inst. No. 200408190059773).



RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30033

Ordinance No. 1-11

Passed _____, 20____

AN ORDINANCE AMENDING
 THE CODIFIED ORDINANCES OF
 THE ZONING CODE OF THE CITY
 OF CANAL FULTON, OHIO TO
 AMEND CHAPTER 1146 CERTIFICATE
 OF OCCUPANCY TO CERTIFICATE
 OF COMPLIANCE, DELETE FIRE
 INSPECTION AND REPEALING
 ANY ORDINANCES IN CONFLICT
 THEREWITH.

WHEREAS, the Council of the City of Canal Fulton, Ohio has recommended that Chapter 1146 of the Codified Ordinances of the Zoning Code of Canal Fulton, Ohio regarding Certificates of Occupancy be amended, and

WHEREAS, the Council has recommended the amendment of Charter 1146 to Certificate of Compliance and deleting Fire Inspection, and

WHEREAS, a public hearing with notice as required by law has been held.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL FULTON OHIO THAT:

Chapter 1146 Certificate of Compliance is amended to read:

See attached Exhibit "A"

 John Grogan, Mayor

ATTEST:

 Tammy Charlson, Clerk-of-Council

I, Tammy Charlson, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance _____ 11, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2011, and that publication of the foregoing Ordinance was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2011.

 Tammy Charlson, Clerk-of-Council

SEF/bp

PURCHASE ORDER

BILL TO:



City of Canal Fulton
 155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913

PO. NUMBER **RG006342**
 PO. DATE **03/11/11**
 DEPARTMENT **STREET**
 CREATED BY
 VENDOR NO. **00649**

DELIVER TO:

CANAL FULTON STREET DEPT
155 EAST MARKET ST
CANAL FULTON, OH 44614

ACCOUNT NUMBER	AMOUNT
206.360.5630	\$7,197.00

VENDOR:

CARGILL, INC
PO BOX 640283
PITTSBURGH, PA 15264-0283

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
 Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		150 TONS SALT @ 47.98		\$7,197.00
ITEM IS A FIXED ASSET Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			TOTAL:	\$7,197.00

CIRCLE IF APPLICABLE: Now and then P.O. - the purchase was made before approval of P.O. Funds were available then as they are available now.

CLERK'S CERTIFICATE

It is hereby certified that the amount (\$ 7,197.00) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the (Street) Fund(s), free from any obligation or certification now outstanding.

Finance Director [Signature] Date 3/11/11

City Manager _____ Date _____
INVOICE

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE FINANCE DIRECTOR AND THE CITY MANAGER

BILL TO:



City of Canal Fulton
 155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913

PURCHASE ORDER

P.O. NUMBER: **RG006343**
 P.O. DATE: **03/11/11**
 DEPARTMENT: **STREET**
 CREATED BY:
 VENDOR NO.: **00481**

DELIVER TO:

CANAL FULTON STREET DEPT
 155 EAST MARKET ST
 CANAL FULTON, OH 44614

VENDOR:

REILLY SWEEPING INC.
 20350 HANNAN PARKWAY
 WALTON HILLS, OHIO 44146

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
 Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID #34-6000498

ACCOUNT NUMBER	AMOUNT
201.360.5410	\$3,400.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		CONTRACTED STREET SWEEPING		\$3,400.00
ITEM IS A FIXED ASSET Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			TOTAL:	\$3,400.00

CIRCLE IF APPLICABLE: Now and then P.O. - the purchase was made before approval of P.O. Funds were available then as they are available now.

CLERK'S CERTIFICATE
 3400.00

It is hereby certified that the amount (\$ 3400.00) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the _____ Fund(s), free from any obligation or certification now outstanding.

Finance Director: *[Signature]* Date: 3/11/11

City Manager

Date

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE FINANCE DIRECTOR AND THE CITY MANAGER

INVOICE

PURCHASE ORDER

BILL TO:

City of Canal Fulton
 155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913

P.O. NUMBER: **RG006346**
 P.O. DATE: **03/11/11**
 DEPARTMENT: **MAYOR. ADMIN**
 CREATED BY:
 VENDOR NO. **02315**

DELIVER TO:

CANAL FULTON ADMINISTRATION
 155 E. MARKET ST.
 SUITE #A
 CANAL FULTON, OH 44614

VENDOR:

J & D MINING, INC.
 3497 UNIVERSITY DRIVE, NE
 NEW PHILADELPHIA, OHIO 44663

ACCOUNT NUMBER	AMOUNT
391.120.5720	\$37,767.23

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
 Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		FINAL PAYMENTS AND RETAINAGE PLUM CREEK PROJECTS.		\$37,767.23
ITEM IS A FIXED ASSET Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			TOTAL:	\$37,767.23

CIRCLE IF APPLICABLE: Now and then P.O. the purchase was made before approval of P.O. Funds were available then as they are available now.

CLERK'S CERTIFICATE

It is hereby certified that the amount (\$ 37,767.23) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the _____ Fund(s), free from any obligation or certification now outstanding.

Finance Director

[Signature]

Date

3/11/11

City Manager

Date

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE FINANCE DIRECTOR AND THE CITY MANAGER

INVOICE

Check. Date..... Vendor Name..... Amount.....

041779	02-18-2011	09000 STEPHEN BAGLIA	54.26
041780	02-18-2011	09000 BRITTANY BARKHURST	39.00
041781	02-18-2011	09000 BENNETT'S ANCIENT ARTIFACTS &	50.22
041782	02-18-2011	09000 JENNIFER BAROCIUS	916.73
041783	02-18-2011	09000 LOYAL BURKE	1234.01
041784	02-18-2011	09000 COVENTRY LOCAL SCHOOLS	101.66
041785	02-18-2011	09000 CREATIVE DESIGNERS & CO	123.61
041786	02-18-2011	09000 DOHERTY EMPLOYMENT GROUP, INC.	3.75
041787	02-18-2011	09000 KEVIN DOMCZAK	59.46
041788	02-18-2011	09000 KELLEY FAUSNIGHT	993.69
041789	02-18-2011	09000 GENERAL BUILDING MAINTENANCE	5.79
041790	02-18-2011	09000 GROUP MANAGEMENT SERVICES, INC	627.87
041791	02-18-2011	09000 THOMAS JUDGE	140.00
041792	02-18-2011	09000 PATRICK AND VANNA KING	70.31
041793	02-18-2011	09000 FRANKLIN & JENNIFER KULP	29.86
041794	02-18-2011	09000 GARRY & ELIZABETH LIGHT	91.90
041795	02-18-2011	09000 AARON LOWERY	172.29
041796	02-18-2011	09000 ERIC MANN SR	210.66
041797	02-18-2011	09000 KRISTIN ROSE	31.60
041798	02-18-2011	09000 DENNIS SIMPSON	216.00
041799	02-18-2011	09000 SNYDER'S SERVICE NOW	4.92
041800	02-18-2011	09000 SUMMIT SERVICES, INC	92.55
041801	02-18-2011	09000 MICHAEL VALLELY	14.10
041802	02-18-2011	09000 ALEX WEINLAND	26.77
041803	02-18-2011	09000 CYNTHIA WILSON	12.06
041804	02-18-2011	09000 GILCREST SENIOR WELLNESS	57.92
041805	02-23-2011	02315 J & D MINING, INC.	9405.58
041806	02-19-2011	00551 ADVANCE AUTO PARTS	48.52
041807	02-19-2011	00384 BONDED CHEMICALS INC.	1422.39
041808	02-19-2011	02239 CANAL FULTON ELECTRICAL	68.25
041809	02-19-2011	00559 CANAL FULTON GIANT EAGLE 1633	23.34
041810	02-19-2011	00649 CARGILL, INC	6330.48
041811	02-19-2011	01606 CLEMANS-NELSON & ASSOC. INC.	500.00
041812	02-19-2011	01596 CROWN HEATING AND COOLING	185.00
041813	02-19-2011	00526 DONAMARC WATER SYSTEMS COMPANY	16.50
041814	02-19-2011	01687 FBI LEEDA	50.00
041815	02-19-2011	00659 HOME DEPOT CREDIT SERVICES	33.24
041816	02-19-2011	01510 JEFFERSON LINCOLN INS. CO.	160.20
041817	02-19-2011	02044 MARY ANN HIGGINS	41.45
041818	02-19-2011	02367 MARY SCHARIO	60.00
041819	02-19-2011	01633 PELLINI AND ASSOCIATES LLC	270.00
041820	02-19-2011	00924 PPI GRAPHICS	770.00
041821	02-19-2011	00556 PRIDE HEATING & COOLING	266.20
041822	02-19-2011	00498 QUILL CORPORATION	131.36
041823	02-19-2011	00399 SBC AMERITECH	
041824	02-19-2011	00399 SBC AMERITECH	737.41
041825	02-19-2011	01903 STUDIO RHODES	245.00
041826	02-19-2011	01817 TOSHIBA BUSINESS SOLUTIONS	145.99
041827	02-19-2011	00404 TRINER OIL CO.	1455.17
041828	02-19-2011	00179 WARWICK CCI COMMUNICATIONS	36.00
041829	02-19-2011	00796 WORK HEALTH SAFETY	85.00
041830	02-20-2011	01214 HOMETOWN INSURANCE GROUP, INC	13668.02
041831	02-27-2011	02349 APPLE COMPUTER VENDOR	4596.00
041832	02-27-2011	01443 CANAL FULTON WATER DEPT.	50.00

Check. Date..... Vendor Name..... Amount.....

041833	02-27-2011	00649	CARGILL, INC	2196.04
041834	02-27-2011	01698	CENTRAL ALLIED ENTERPRISES	230.00
041835	02-27-2011	01282	CITY OF MASSILLON	964.00
041836	02-27-2011	00189	COACH HOUSE FLORAL	0.00
041837	02-27-2011	02244	ELAINE WEITZEL	80.00
041838	02-27-2011	00039	FINLEY FIRE EQUIPMENT	90.00
041839	02-27-2011	01514	JACKSON TWP. FIREFIGHTERS	225.00
041840	02-27-2011	00554	LAKE BUSINESS PRODUCTS	21.50
041841	02-27-2011	00401	LOGIC	3969.00
041842	02-27-2011	02371	LORI JUBARA	128.61
041843	02-27-2011	01511	MARK COZY	46.00
041844	02-27-2011	02044	MARY ANN HIGGINS	246.63
041845	02-27-2011	01742	MET LIFE INSURANCE CO.	1751.35
041846	02-27-2011	00596	NEXTEL SPRINT COMMUNICATIONS	303.07
041847	02-27-2011	00101	OH POLICE & FIRE PENSION FUND	23940.84
041848	02-27-2011	02080	OHIO STATE FIRE FIGHTERS ASSOC	75.00
041849	02-27-2011	00498	QUILL CORPORATION	260.98
041850	02-27-2011	00630	REAM & HAAGER LABORATORY INC	157.50
041851	02-27-2011	01710	SPEEDWAY SUPERAMERICA	1805.90
041852	02-27-2011	00560	STANDARD PLUMBING & HEATING CO	125.00
041853	02-27-2011	02370	STEFANIE MORROW	50.00
041854	02-27-2011	02372	U.S. TENNIS ASSOC.	35.00
041855	02-27-2011	00515	VISION SERVICE PLAN - (OH)	781.61
041856	02-27-2011	02110	WEB MARKETING SERVICES, INC.	184.40
041857	02-27-2011	00094	OHIO EDISON COMPANY	18507.08
041857	02-27-2011	00094	OHIO EDISON COMPANY	17324.27
041858	02-28-2011	00404	TRINER OIL CO.	463.00

120143.87