Dayton Legal Blank, Inc., Form No. 30045

Resolution No. _____ *Passed* _____, *20*____

RESOLUTION NO. 2 - 10

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A CONTRACT AND/OR CONTRACTS TO PROVIDE A JOB CREATION INCOME TAX CREDIT FOR ORRVILON, INC. AND ITS SUBSIDIARIES AND DECLARING AN EMERGENCY.

BE IT RESOLVED by the Council of the City of Orrville, Ohio:

Section 1: That the Safety-Service Director is hereby authorized to enter into a contract and/or contracts to provide for a Job Creation Income Tax Credit for Orrvilon, Inc., an Ohio corporation, and its subsidiaries in substantially the form attached hereto and made a part hereof and marked "Exhibit A."

Section 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City of Orrville, and for the further reason that it is necessary to create job opportunities to eliminate unemployment and other negative conditions resulting from unemployment; therefore, this Resolution shall be in full force and effect immediately after its passage and approval by the Mayor.

Passed this 19th day of January 2010.

President of Council

Attest:

T Peppard
Clerk of Council

Approved:

David J. Hardwick
Mayor

1/19/10
Date

LOCAL JOB CREATION TAX CREDIT AGREEMENT

This Agreement made and entered into by and between the City of Orrville, Ohio, a Municipal corporation, with its main offices located at 207 N. Main Street, Orrville, Ohio 44667 (hereinafter referred to as "City") and Orrvilon, Inc., with its main offices located at 1400 Dairy Lane, Orrville, Ohio and its subsidiaries (hereinafter referred to as "ORRVILON").

WITNESSETH:

WHEREAS, the City has encouraged the creation of new jobs at ORRVILON; and

WHEREAS, ORRVILON is desirous of opening a new operation in Orrville, Ohio; and

WHEREAS, the Council of the City of Orrville, Ohio by Resolution No. XX-10 adopted DATE, enabled the City to offer a "Local Job Creation Tax Credit" to ORRVILON pursuant to Section 718.15 of the Ohio Revised Code; and

WHEREAS, the City having the appropriate authority for the stated type of project is desirous of providing ORRVILON with incentives available for the development of the project in said Local Job Creation Tax Credit under Section 718.15 of the Ohio Revised Code; and

WHEREAS, the City has investigated the Application of ORRVILON and has recommended the same to the Council of the City on the basis that ORRVILON is qualified by financial responsibility and business experience to create new and preserve existing employment opportunities and improve the economic climate of the City; and

WHEREAS, pursuant to Section 718.15, the parties hereto desire to set forth their agreement with regard to the matters hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. ORRVILON intends to create two hundred (200) new jobs. This will result in approximately six million nine hundred seventy-six thousand three hundred twenty dollars ($6,976,320) of annual payroll for ORRVILON. The following is an itemization by the type of new jobs created: two hundred (200) new full-time jobs.

2. The City shall grant ORRVILON a refundable credit of 10% of the new income tax revenue the City derives from new employees of ORRVILON and will be for a term of no more than six (6) years.

3. If for any reason the Local Job Creation Tax Credit expires, the Director of the Ohio Department of Development revokes certification of the credit, or the City revokes designation of the credit, entitlements granted under this agreement shall continue for the number

of years specified under this agreement, unless ORRVILON materially fails to fulfill its obligation under this agreement.

4. If ORRVILON materially fails to fulfill its obligation under this agreement, the City may terminate or modify the provisions granted under this agreement.

5. ORRVILON and City acknowledge that this agreement must be approved by formal action of the legislative authority of the City and that the Director of Development of the State of Ohio must determine that ORRVILON is eligible to secure state tax credit pursuant to a job creation agreement with the State of Ohio, as conditions for the agreement to take effect. This agreement takes effect upon such approval.

6. This agreement is not transferable or assignable without the express, written approval of the City.

7. ORRVILON agrees to remain in business in Orrville, Ohio, for one additional year for each year of the term of this Tax Credit Agreement, and failure to do so may result in ORRVILON repaying any credit received.

8. ORRVILON must provide the City with verification of wages paid and taxes withheld annually for jobs during the period created under this agreement.

9. This agreement may be revised and/or amended throughout its term through the mutual agreement of the parties hereto. Such revisions and/or amendments are and will be subject to applicable Federal, State of Ohio and local laws or ordinances, and any applicable regulations and/or rules of Federal, State of Ohio and local department or agencies possessing authority to implement and/or administer such applicable Federal, State of Ohio and local laws or ordinances.

10. The City acknowledges that in order to develop and finalize this agreement, ORRVILON has disclosed to the City certain information determined to be proprietary by ORRVILON. To the maximum extent permissible by law, the City agrees to not disclose any such information, not already in the public domain, to any person, firm or corporation without ORRVILON's prior written consent; provided, further, that if any such disclosure is mandated by federal, state or local law (such as the Freedom of Information Act), the City agrees to promptly notify ORRVILON of the requirement to make such disclosures and to fully cooperated with ORRVILON in any procedures permitted by law to limit such disclosure.

11. This agreement shall take effect upon the approval of the Director of Development of the State of Ohio of ORRVILON to participate in the Ohio Job Creation Tax Credit Program and shall last for a period of no more than six (6) years.

IN WITNESS WHEREOF, the City of Orrville, Ohio, by Steven M. Wheeler, its Safety-Service Director, and pursuant to a pending Resolution, has caused this instrument to be executed this ____ day of _____, 2010 and ORRVILON by Debbie Webb, has caused this instrument to be executed on this ____ day of _____, 2010.

CITY OF ORRVILLE

By: _____
Safety-Service Director

_____
_____
Witnesses

ORRVILON, INC.

By: _____

_____
_____
Witnesses

Approved as to form:

_____
Law Director