

I hereby certify this to be a true and exact copy of Ordinance 12-2026 passed by Lordstown Village Council on March 16, 2026.

William L. Blank, Clerk

William L. Blank

FINANCE COMMITTEE

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ORDINANCE NO. 12-2026

AN ORDINANCE CONFIRMING THE TERMINATION OF THE COMMUNITY REINVESTMENT AREA REAL PROPERTY TAX ABATEMENT INITIALLY GRANTED TO MATALCO (U.S.), INC., REPEALING ORDINANCE NO. 70-2013 AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: That pursuant to Ordinance No. 70-2013, the Council of the Village of Lordstown granted Matalco (U.S.), Inc. a Community Reinvestment Area seventy-five percent (75%), ten (10) year real property tax abatement as more specifically described in the attached Community Reinvestment Area Agreement, **Exhibit "A"**, (the terms of which are incorporated by reference and made a part of this Ordinance), which expired on December 31, 2025.

Section II: That the Council of the Village of Lordstown wishes to confirm that the Community Reinvestment Area seventy-five percent (75%), ten (10) year real property tax abatement heretofore granted to Matalco (U.S.), Inc. expired on December 31, 2025 and that the Auditor of Trumbull County, Ohio, is hereby directed to adjust the real property tax records accordingly for Permanent Parcel No. 45-905265 situated at 5120 Tod Avenue (S.R. 45) situated within the Village of Lordstown, Ohio.

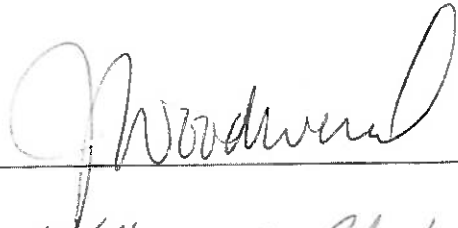
Section III: That the Clerk of the Village of Lordstown is furthermore directed to forward a certified copy of this Ordinance to (i) Matalco (U.S.), Inc.; (ii) the Auditor of Trumbull County, Ohio; (iii) the Lordstown Board of Education; and (iv) the Ohio Department of Development, Office of Grants and Tax Incentives.


Section IV: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason that this Agreement must be implemented in a timely manner.

Section V: That the passage of this Ordinance and all deliberations relating to the passage of this

Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 16 day of March, 2026.


_____, Mayor


_____, Clerk

I hereby certify this to be a true and exact copy
of Ordinance 70-2013 passed by Lordstown Village
Council on October 7, 2013




William L. Blank, Clerk

FINANCE COMMITTEE

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ORDINANCE NO. 70-2013

**AN ORDINANCE APPROVING COMMUNITY REINVESTMENT AREA
TAX INCENTIVES FOR MATALCO (U.S.), INC. AND DECLARING AN
EMERGENCY.**

WHEREAS, the Village of Lordstown, pursuant to Ordinance No. 13-2005, established a Community Reinvestment Area in accordance with Ohio Revised Code Section 3735.65 et al.; and

WHEREAS, Matalco (U.S.), Inc., 850 Intermodal Drive, Brampton, Ontario, L6T 0B5 proposes to invest approximately Seventy Million Dollars (\$70,000,000.00) for a project involving construction of a manufacturing facility, producing 300 million pounds or re-melt aluminum billet annually, situated on State Route 45 within the Village of Lordstown and within the boundaries of the Community Reinvestment Area. Matalco (U.S.), Inc. will create within a time period not to exceed thirty-six (36) months after completion of construction of the manufacturing facility, sixty (60) new full time permanent job opportunities. Matalco (U.S.), Inc. shall use best efforts to target twenty-five percent (25%) of the jobs to residents of the Village of Lordstown; and

WHEREAS, Matalco (U.S.), Inc. has applied for a Community Reinvestment Area seventy-five percent (75%) real property tax abatement for ten (10) years as part of the development project, a copy of the Application is attached hereto as **Exhibit "A"**, the terms and conditions of which are incorporated and made a part of this Ordinance; and

WHEREAS, the Finance Committee of Village Council has recommended that such tax abatement be granted to Matalco (U.S.), Inc., as evidence by the Community Reinvestment Area Agreement between the Village of Lordstown and Matalco (U.S.), Inc., a copy of which is attached hereto as **Exhibit "B"**, the terms and conditions of which are incorporated and made a part of this Ordinance; and

WHEREAS, the Finance Committee of Village Council recommends that the Village of Lordstown approve the aforementioned Agreements and hereby authorize the granting of the Community Reinvestment Area tax incentives to Matalco (U.S.), Inc.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF
LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**

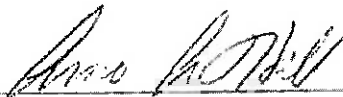
Section I: That the Council of the Village of Lordstown hereby ratifies and approves the Community Reinvestment Area Agreement between and among the Village of Lordstown and Matalco (U.S.), Inc., **Exhibit "B"**.

Section II: That the Planning and Zoning Administrator of the Village of Lordstown is hereby authorized and directed to forward a certified copy of this Ordinance, together with Exhibits, to the Director of Ohio Development Services Agency and the Auditor of Trumbull County, Ohio.

Section III: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for further reason that this Ordinance must be enacted prior to Matalco (U.S.), Inc. commencing development of the project within the Village of Lordstown.

Section IV: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 7 day of October, 2013.

 _____, Mayor

 _____, Clerk

Passed emergency on October 7, 2013

COMMUNITY REINVESTMENT AREA

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the Village of Lordstown located in the County of Trumbull and Matalco (U.S.), Inc.

1. a. Name of property owner, home or main office address, contact person, and telephone number:

Matalco (U.S.), Inc. Enterprise Name	Robert Roscetti Contact Person
850 Intermodal Drive Brampton, Ontario L6T 0B5 Address	(905) 790-2511 Ext.3205 Telephone Number

- b. Project site:

Ohio Commerce Center 5232 Tod Ave., SW Lordstown, OH 44481 Address	Dan Crouse and/or Chuck Joseph Contact Person Cell: (330) 647-0411/ (330) 502-7807 Telephone Number
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2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail store or other) to be conducted at the site:
Manufacturing.

b. List primary 6 digit North American Industry Classification System (NAICS):
#331314. Business may list other relevant SIC numbers.

c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets and employment positions to be transferred):
N/A

d. Form of business of enterprise (Corporation, partnership, proprietorship or other): Corporation.

3. Name of principal owner(s) or officers of the business:
Armand Sanguigni (President) and Lionel Persaud (CFO)

4. a. State the enterprise's current employment level at the proposed project site:
Nil.
 - b. Will the project involve the relocation of employment position or assets from one Ohio location to another?
Presently there are no plans to relocate any employment positions or assets from our existing facility in Canton Ohio.
 - c. If yes, state the locations from which employment positions or assets will be located: N/A.
 - d. State the enterprise's current employment level in Ohio (itemize for full and part-time and permanent and temporary employees): 53 full-time, permanent employees.
 - e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:
Same as 4(b) above.
 - f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
Same as 4(b) above.
5. Does the property owner owe:
 - a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
No
 - b. Any moneys to the State or a state agency for the administration or enforcement of any environment laws of the State? No
 - c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? No
 - d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).
 6. Project description
Matalco will construct a new state-of-the-art Greenfield re-melt extrusion billet manufacturing facility producing in excess of 300 million pounds of aluminum billet annually. The expansion will include and integrate Triple M Metal LP's (sister company) new non-ferrous plant to both procure and handle all of Matalco's aluminum scrap requirements as well as process other non-ferrous materials (i.e. copper, brass, etc.) independent and separate from Matalco.
 7. Project will begin March/April, 2014 and be completed December, 2015 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):
Matalco (U.S.), Inc. will hire 60-80 full-time, permanent employees. This number may increase as the business expands over time.
- b. State the time frame of this projected hiring:
One to two years following plant opening.
- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):
Upon plant opening (approx. Dec. 2015), 30-40 full-time, permanent employees will be in place with 30-40 full-time, permanent employees expected to be hired in the following 6 to 8 months.
9. a. Estimate the amount of annual payroll such new employees will add: Approx. \$4 million annualized which represents 60-80 full-time, permanent employment positions. (new annual payroll must be itemized by full and part-time and permanent and temporary new employees)
- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$Nil.
10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- | | |
|--|----------------------------|
| a. Acquisition of Buildings: | \$n/a |
| b. Additions/New Construction: | \$15 - \$20 million |
| c. Improvements to existing buildings: | \$n/a |
| d. Machinery & Equipment: | \$50 - \$60 million |
| e. Furniture & Fixtures: | \$100,000 |
| f. Inventory: | \$5 - \$8 million |
| Total New Project Investment: | \$70 - \$90 million |
11. a. Business requests the following tax exemption incentives: 75% for 10 years covering real property as described above. Be specific as to the rate and term.
- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)
A strong incentive package is critical for us to move forward with this significant project expansion in Ohio. We are considering other out of state options and the receipt of this program is a determining factor in the company's ultimate decision.

Submission of this application expressly authorizes Lordstown Village to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.12(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine or not more than \$1,000 and/or a term of imprisonment of not more than six months.

ARMANDO SANBUIEN
Name of Property Owner

Sept 5 /13
Date

[Signature]
Signature

PRESIDENT.
Typed Name and Title

*A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

**Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement made and entered into by and between *The Village of Lordstown, Ohio*, a municipality, with its main offices located at *1455 Salt Springs Road, Lordstown, Ohio 44481*, (hereinafter referred to as "*Village of Lordstown*") and "*Matalco (U.S.) Inc.*" a Delaware Corporation with its main offices located at *850 Intermodal Drive, Brampton, Ontario L6T 0B5*, (hereinafter referred to as "*Matalco*"), WITNESSETH;

WHEREAS, the *Village of Lordstown* has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, *Matalco* is desirous of *constructing a 300,000 (approx.) square foot manufacturing facility producing in excess of 300 million pounds of re-melt aluminum billet annually* (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the *Village of Lordstown, Ohio* by *Ordinance No. 13-2005* adopted *March 7, 2005* designated the area as an "Community Reinvestment Area" pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective *April 29, 2005*, the Director of Development of the State of Ohio determined that the aforementioned area designated in said *Ordinance No. 13-2005* contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735; and

WHEREAS, the *Village of Lordstown* having the appropriate authority for the stated type of project is desirous of providing *Matalco* with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, *Matalco* has submitted a proposed agreement application (herein attached as Exhibit A) to the *Village of Lordstown* said application (hereinafter referred to as "APPLICATION"); and

WHEREAS, *Matalco* has remitted the required state application fee of *\$750.00* made payable to the Ohio Department of Development Services Agency with the application to be forwarded to said department with a copy of the final agreement; and

WHEREAS, the *Planning & Zoning Administrator* of the *Village of Lordstown* has investigated the application of *Matalco* and has recommended the same to Council of the *Village of Lordstown* on the basis that *Matalco* is qualified by financial responsibility and

business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the *Village of Lordstown*; and

WHEREAS, the project site as proposed by *Matalco* is located in the Lordstown School District and the Board of Education of the Lordstown school district has been notified in accordance with Section 5709.83 and been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to 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. *Matalco intends to purchase +/- 30 acres of industrial property on State Route 45 in the Village of Lordstown. Matalco intends to construct a 300,000 (approx.) square foot state-of-the-art Greenfield re-melt extrusion billet manufacturing facility producing in excess of 300 million pounds of aluminum billet annually. In addition, Matalco will purchase and install new machinery and equipment involved in the aluminum billet manufacturing process.*

The PROJECT will involve a total investment by *Matalco* of *\$70,000,000, (Seventy Million)* dollars, plus or minus 10%, at the *State Route 45* site. Included in this investment are *\$15,000,000 (Fifteen Million)* dollars for construction of the facility, *\$50,000,000 (Fifty Million)* dollars to purchase first new or used machinery and equipment and *\$5,000,000 (Five Million)* dollars for new inventory.

The PROJECT will begin *March 1, 2014* and all acquisition, construction and installation will be completed by *December 31, 2015*.

2. *Matalco* shall create within a time period not exceeding 36 months after the commencement of construction of the aforesaid facility, equivalent of *30* new full-time permanent job opportunities, *0* new part-time permanent job opportunities, *0* full-time temporary job opportunities and *0* part-time temporary job opportunities.

Matalco's schedule for hiring is as follows: Create *0* new jobs in year one (construction); *30* new full-time permanent jobs in year two; *30* new full-time permanent jobs in year three; and *0* new part-time permanent jobs in year three. The job create period begins *January 1, 2015 through December 31, 2015*, and all jobs will be in place by *December 1, 2016*.

Matalco currently has *0* full-time permanent employees, *0* part-time permanent employees, *0* full-time temporary employees, and *0* part-time temporary employees at the project site. In total, *Matalco* has *53* full-time permanent employees, *0* part-time permanent employees, *0* full-time temporary employees, and *0* part-time temporary employees in the State of Ohio.

This increase in the number of employees will result in approximately **\$4,000,000 (Four Million)** dollars of additional annual payroll for **Matalco**. The following is an itemization by the type of new jobs created: full-time permanent **\$4,000,000 (Four Million)**, full-time temporary \$0, part-time permanent \$0, and part-time temporary \$0. The retention of the existing jobs will maintain the current annual payroll of \$0.

3. **Matalco** shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the property owner's compliance with the agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by council.

Matalco shall adopt hiring practices to ensure at least twenty-five percent (25%) of the new employees shall be residents of said Village of Lordstown, or show in written form just cause why this is not possible.

4. The **Village of Lordstown** hereby grants **Matalco** a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts: **75%** for **10** years. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after **December 1, 2015** nor extended beyond **December 31, 2025**.

Matalco must file the appropriate tax forms with the County Auditor to effect and maintain the exemptions covered in the agreement.

5. **Matalco** shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or **\$500.00**, five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

The fee shall be made payable to the **Village of Lordstown** once per year for each year the agreement is effective on the days and in the following form certified check. The fee is to be paid to Lordstown Village Clerk and made out to the Village of Lordstown. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 3735.671 (D) of the revised code and by the tax incentive review council created under section 5709.85 of the revised code exclusively for the purposes of performing the duties prescribed under that section.

6. **Matalco** shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If **Matalco** fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. The *Village of Lordstown* shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the *Village of Lordstown* revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of year specified under this agreement, unless *Matalco* materially fails to fulfill its obligations under this agreement and the *Village of Lordstown* terminates or modifies the exemptions from taxation granted under this agreement.
9. If *Matalco* materially fails to fulfill its obligations under this agreement, or if the *Village of Lordstown* determines that the certification as to delinquent taxes required by this agreement is fraudulent, the *Village of Lordstown* may terminate or modify the exemptions from taxation granted under this agreement; and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
10. *Matalco* hereby certifies that at the time this agreement is executed, *Matalco* does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which *Matalco* is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or if such delinquent taxes are owed, *Matalco* currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentally thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq, or such a petition has been filed against *Matalco* . For the purpose of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.”
11. *Matalco* affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court or not.
12. *Matalco* and the *Village of Lordstown* acknowledge that this agreement must be approved by formal action of the legislative authority of Lordstown Village as a condition for the agreement to take effect. This agreement takes effect upon such approval.
13. The *Village of Lordstown* has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, *Matalco* is committing to following non-discriminating hiring

practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that *Matalco*, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
15. *Matalco* affirmatively covenants that it has made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of *Matalco* has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, *Matalco* shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
16. This agreement is not transferable or assignable without the express, written approval of the *Village of Lordstown*. If *Matalco* plans to have a wholly-owned affiliate entity purchase, construct, or own the building referenced in paragraph 1 of this agreement, the *Village of Lordstown* will allow *Matalco* an assignment or transfer to that entity if the entity intends to use the building as contemplated in this Agreement and to do so for the Agreement's duration.

IN WITNESS WHEREOF, The *Village of Lordstown*, Ohio by *Arno A. Hill*, its Mayor, and pursuant to Ordinance No. 70-2013 has caused this instrument to be executed this 7th day of October, and *Matalco* by _____, its _____ has caused this instrument to be executed on this _____ day of _____.

Village of Lordstown, Ohio

Matalco

By *Arno A. Hill*
Mayor Arno A. Hill

By _____

[Signature] Approved as to form:
[Signature]
(Legal counsel for Municipal Corporation)