

St. Clairsville, Ohio

February 23, 2011

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Kathy Marino, Assistant Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Coffland, seconded by Mr. Probst, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Cardello Electric-Wheeling	Electric supplies-Thoburn Bldg./General Fund	673.96
A-Pilney & Costine Ins. Agency, Inc.	Official Bond for Robert Quirk/General Fund	140.00
C-Pure Water Finance	Water/Mediation Fund/Probate Court	79.95
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	215.38
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Constr. Improve. Fund	706.50
P-Greet Industries, Inc.	Materials/WWS#3 Revenue Fund	2,568.79
P-Zep Manufacturing Co.	Supplies/BCSSD Funds	238.60
S-Cardmember Service	Expenses & Supplies/Oakview Juvenile Residential Center Fund	219.91
Y-Belmont Co. Drug Task Force	Drug Task Force monies	4,431.10

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for February 23, 2011 as follow:

FUND	AMOUNT
A-GENERAL	\$12,059.37; \$1,296.28
A-GENERAL/EMA	\$352.83
A-GENERAL/JUVENILE COURT	\$2,739.23
B-Dog and Kennel	\$890.12
H-Job & Family, CSEA	\$3,002.37
H-Job & Family, Public Assistance	\$17,092.20; \$233.73; \$595.69
H-Job & Family, WIA	\$65,177.75
K-Engineer MVGT	\$28,984.34; \$1,338.58
M-Juvenile Ct. – Care & Custody	\$616.00
M-Juvenile Ct. – Intake Coordinator	\$2,336.30
M-Juvenile Ct. – Placement II	\$1,566.02
P-Oakview Admn. Bldg.	\$550.75
P-Sanitary Sewer District	\$23,973.30; \$270.02; \$3,512.82; \$1,209.18; \$10,470.70
S-Clerk of Courts Computer Fund	\$4,161.75
S-District Detention Home	\$890.22
S-Job & Family, Children Services	\$1,335.00
S-Juvenile Court Computer Fund	\$59.00
S-Juvenile Court Gen. Special Projects Fund	\$219.10
S-Oakview Juvenile Residential Center	\$1,087.82
T-Sanitary Sewer District	\$23.25

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND FOR
THE PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the Prosecutor's Victim Assistance Program Fund.

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salaries - VOCA	E-1511-W080-P07.006 Hospitalization VOCA	\$ 256.26
E-1511-W080-P01.002 Salaries - VOCA	E-1511-W080-P05.003 PERS VOCA	95.39

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
BCSSD WWS#3 REVENUE FUND TO BOND RETIREMENT –
WATERLINE EXTENSION PROJECT FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between the WWS#3 Revenue Fund to the WWS#3 Revenue To Bond Retirement – Waterline Project Fund.

FROM	TO	AMOUNT
WWS#3	BOND RETIREMENT- WATERLINE EXT. PROJ.	
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfer In	\$ 12,650.00
WWS#3	BOND RETIREMENT- WATERLINE EXT. PROJ.	
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfer In	\$ 12,650.00

*Note: **January**

*Note: **February**

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
BCSSD WWS#3 REVENUE FUND TO WWS#3 BOND FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between the WWS#3 Revenue Fund to the WWS#3 Bond Fund.

FROM	TO	AMOUNT
WWS#3 REVENUE	WWS#3 BONDS	
E-3702-P005-P34.074 Transfers Out	R-9200-O003-O08.574 Transfers In	586.74
E-3702-P005-P34.074 Transfers Out	R-9201-O004-O06.574 Phase I – Transfers In	13,630.75
R-3702-P005-P34.074 Transfers Out	R-9204-O007-O06.574 Phase II – Transfers In	<u>34,994.72</u>
TOTAL		49,212.21

*Note: **January** transfers

FROM	TO	AMOUNT
WWS#3 REVENUE	WWS#3 BONDS	
E-3702-P005-P34.074 Transfers Out	R-9200-O003-O08.574 Transfers In	586.74
E-3702-P005-P34.074 Transfers Out	R-9201-O004-O06.574 Phase I – Transfers In	13,630.75
R-3702-P005-P34.074 Transfers Out	R-9204-O007-O06.574 Phase II – Transfers In	<u>34,994.72</u>
TOTAL		49,212.21

*Note: **February** transfers

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
SSD#2 REVENUE FUND AND THE SSD#2 SEWER BOND FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between the SSD #2 Revenue Fund and the SSD #2 Sewer Bond Fund.

FROM	TO	AMOUNT
SSD#2 REVENUE FUND	SSD#2 SEWER BOND FUND	
E-3705-P053-P16.074 Transfer Out	R-9203-O006-O08.574 Bond Account Transfer In	22,068.12

*Note: **January**

FROM	TO	AMOUNT
SSD#2 REVENUE FUND	SSD#2 SEWER BOND FUND	
E-3705-P053-P16.074 Transfer Out	R-9203-O006-O08.574 Bond Account Transfer In	22,068.12

*Note: **February**

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING
THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated February 23, 2011, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Probst, seconded by Mr. Coffland granting permission for county employees to travel as follows:

COMMISSIONERS – Ginny Favede to travel to Washington, DC, on March 5-8, 2011, to attend the 2011 NACO Legislative Conference. A county vehicle will be used.

Matt Coffland and Charles R. Probst, Jr., to travel to Washington, DC, on March 6-8, 2011, to attend the 2011 NACO Legislative Conference.

ENGINEER – Michael Wahl to travel to Columbus, OH, on May 12-13, 2011, to attend the 2011 Ohio Storm Water Conference. Estimated expenses: \$320.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:05 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session pursuant to O.R.C. 121.22(G)(1) Personnel to discuss the appointment of a public employee

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

EXIT EXECUTIVE SESSION AT 10:07 A.M. AND BACK ON THE RECORD.

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

**IN THE MATTER OF RESOLUTION
APPOINTING ROBERT W. QUIRK AS
INTERIM BELMONT COUNTY CLERK OF COURTS**

Motion made by Commissioner Coffland, seconded by Commissioner Probst to adopt the following resolution:

RESOLUTION

WHEREAS, Randy Marple has submitted his resignation as Belmont County Clerk of Courts effective February 28, 2011; and **WHEREAS**, it is therefore appropriate, pursuant to Ohio Revised Code 305.02, for the Belmont County Board of Commissioners to select an interim Clerk of Courts to serve in that capacity until the Belmont County Democratic Central Committee selects a new person to serve as Belmont County’s Clerk of Courts and that person is duly qualified;

NOW, THEREFORE BE IT RESOLVED THAT the Belmont County Board of Commissioners does hereby appoint Robert W. Quirk to serve as the Interim Belmont County Clerk of Courts effective March 1, 2011 and to continue until the time when the Officer appointed by the Belmont County Democratic Party Central Committee qualifies and takes office per Ohio Revised Code 305.02(A) and (F).

Adopted this 23rd day of February, 2011

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

DISCUSSION HELD RE: CLERK OF COURTS – Commissioner Favede reads the letter addressed to the board from the Belmont County Democrat Party:

Belmont County Commissioners
101 West Main Street
St. Clairsville, OH 43950
RE: Belmont County Clerk of Court Interim Appointment
February 22, 2011
Dear Commission,

For and on behalf of The Belmont County Democrat Party, I hereby recommend appointing Robert W. Quirk to fill the vacancy of the upcoming County Clerk of Court position effective March 1, 2011.

This recommendation is for the interim period of time allowing the Belmont County Democrat Party to meet as provided for by law. This recommendation should also provide an uninterrupted service to the citizens of Belmont County.

We are scheduled to meet on March 9, 2011 to nominate a candidate who will satisfy any needs or requirements for the remainder of the term of office.

Thank you for your attention.

Very truly yours,

Ed Good /s/

Ed Good, Chairman

Belmont County Democrat Party

At this time Mr. Coffland advised Mr. Quirk has no intent to run for the position, but is just filling the interim period of time until appointment is made and that person is qualified and takes office.

**IN THE MATTER OF APPROVING CONTRACTS
FOR PURCHASE OF THREE “FAIR HOUSING
MONTH” PROMOTIONAL BILLBOARDS**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and authorize the President of the board to executive the contracts with The Lamar Companies for the purchase of three (3) “Fair Housing Month” promotional billboards in the amount of \$ 1,989.99, to be paid from fair housing grant funds.

Note: the billboards are located on Rt. 7 between Martins Ferry and Bridgeport, on Rt. 40 east of St. C. near the mall, and on State Rt. 149 between Barkcamp and I-70.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADOPTING RESOLUTION
AUTHORIZING THE TRANSFER AND APPROPRIATION
OF MONIES IN THE REVOLVING LOAN FUND
PROGRAM TO THE BELMONT CO. PIPE CREEK
PEDESTRIAN BRIDGE RECONSTRUCTION PROJECT**

Motion made by Mr. Coffland, seconded by Mr. Probst to adopt the following:

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners had received approval from the Ohio Department of Development, Office of Housing and Community Partnerships on October 7, 2009, in the form of a waiver, to use the Revolving Loan Fund Program to complete the Pipe Creek Pedestrian Bridge Reconstruction Project in Belmont County; and

WHEREAS, Belmont County Board of Commissioners had transferred Twenty-Three Thousand dollars (\$23,000.00) of the Revolving Loan Fund to assist with the completion of said project and whereas, the Belmont County Commissioners have received approval from the Ohio Department of Development, Office of Housing and Community Partnerships on February 1, 2011, in the form of a waiver, to use an additional \$13,350 to cover additional costs to complete said project; and

WHEREAS, Belmont County Board of Commissioners to transfer Thirteen Thousand-Three Hundred Fifty dollars (\$13,350.00) of the Revolving Loan Fund to assist with the completion of said project; and

WHEREAS, Belmont County must abide by all Federal and State regulations of the Community Development Block Grant (CDBG) Program; and

NOW, THEREFORE, BE IT RESOLVED, The Board of Belmont County Commissioners does hereby authorize the transfer and appropriation of Thirteen Thousand-Three Hundred Fifty dollars (\$13,350.00) in the Revolving Loan Fund Program to the Belmont County Pipe Creek Pedestrian Bridge Reconstruction Project in Belmont County.

Upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Probst	<u>Yes</u>
Mr. Coffland	<u>Yes</u>

**IN THE MATTER OF ADOPTING RESOLUTION
AUTHORIZING THE BELMONT COUNTY ENGINEER TO
ENTER INTO AN AGREEMENT WITH ODOT/
BEL-2011 SIGN UPGRADE PROJECT**

Motion made by Mr. Coffland, seconded by Mr. Probst to adopt the following:

RESOLUTION

The Board of County Commissioners of Belmont County, Ohio met in regular session on Wednesday, February 23, 2011 with the following members present:

Matt Coffland, Ginny Favede and Charles R. Probst, Jr.

WHEREAS; Section 5501.03 (C) of the Ohio Revised Code provides that the Director of the Ohio Department of Transportation (ODOT) may coordinate the activities of the Department with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions; and

WHEREAS; BEL-2011 Sign Upgrade Project (PID 90472) is a transportation activity eligible to receive federal funding; and

WHEREAS; the LPA (Belmont County Engineer) has received funding approval for the project listed above from the Program Manager having responsibility for the federal funds involved, and

WHEREAS; it is the mutual desire of both ODOT and the LPA to have the LPA serve as the responsible lead agency for the administration of the project; and

NOW, THEREFORE, the Board of County Commissioners authorized Fred F. Bennett, P.E., P.S., Belmont County Engineer to enter into an agreement with ODOT for the above mentioned improvements.

Adopted this 23rd day of February, 2011.

Upon roll call the vote was as follows:

Mr. Coffland	<u>Yes</u>
Mrs. Favede	<u>Yes</u>
Mr. Probst	<u>Yes</u>

**IN THE MATTER OF ENTERING INTO A
DEPOSITORY PLEDGE AGREEMENT/TREASURER**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a Depository Pledge Agreement pertaining to the collateralization of deposits maintained at United Bank due to the merger of United's safekeeping agent, Wachovia Bank, with Wells Fargo Bank.

Note: The agreement results in no changes in the underlying safekeeping agreements the county is currently operating under with the exception of updating authorized signers.



**DEPOSITORY PLEDGE AGREEMENT
(Wells Fargo Bank, N.A. Safekeeping)**

Belmont County OH Commissioners ("Depositor") has selected UNITED BANK WEST VIRGINIA ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging those types of securities ("Eligible Securities") eligible to be pledged under the "Continuing Security Agreement between Depositor and bank of any type permissible by law ("Governing Statutes"). WELLS FARGO SECURITIES, LLC and WELLS FARGO BANK NA, ("Custodians"), acting as collateral agent for Depositor, have agreed to hold the pledged securities in safekeeping pursuant to the terms of this Depository Pledge Agreement dated January 28, 2011 (the "Agreement").

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodians agree as follows:

1. Grant of Security Interest; Instructions Regarding Collateral. Bank hereby grants to Depositor a security interest in all Eligible Securities held by Custodians and reflected on Custodians' records as being pledged to Depositor (the "Collateral"), Minnesota shall be the jurisdiction of the Collateral, and Custodians agree to hold all Collateral deposited with them, and to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. Until Depositor has the right to compel sale of the Collateral under Paragraph 7 hereof, Custodians may act only in accordance with the joint instructions of Bank and Depositor, provided that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Paragraph 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time providing Custodians with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodians be responsible for determining whether the pledged securities are "Eligible Securities".

2. Amount of Collateral. The aggregate market value of Eligible Securities held by Custodians at all times during the term of this Agreement must be in an amount not less than ____ % of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but unpaid interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodians be responsible for determining whether the aggregate market value of the Collateral equals or exceeds the Required Collateral Value.

3. Withdrawals and Substitutions of Collateral. If the aggregate market value of Collateral held by Custodians at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodians with a written withdrawal authorization signed by an authorized representative of Depositor. Depositor agrees to promptly sign the withdrawal notice if the market value of the remaining Collateral equals or exceeds the Required Collateral Value. Custodians shall be entitled to rely on, and Bank and Depositor agree to hold Custodians harmless from any actions taken pursuant to, and consistent with, the instructions given in a withdrawal notice. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodians at any time by providing Custodians with a written substitution notice from an authorized representative of the Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. A substitution notice may be provided by overnight delivery, regular mail, facsimile, email or other means acceptable to Custodian. If Bank elects to require Depositor's written consent on a substitution notice in connection with any substitution complies with the preceding sentence, Depositor agrees to provide it promptly upon Bank's request.

4. Bank's Obligations. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish a Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. Custodians' Obligations. Custodians shall perform the duties and obligations required of Custodians hereunder, in accordance with the provisions of the Governing Statutes. On receipt of Eligible Securities pledged to Depositor, including Eligible Securities substituted for other Collateral, Custodians shall promptly identify such Eligible Securities on their books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to Depositor and Bank a duplicate receipt of

such Collateral at the address indicated below the signature of each party. Depositor may only waive delivery of Collateral receipts by a written notification to Custodian that is signed by an authorized individual identified on the Exhibit A hereto or as subsequently amended.

6. **Indemnification.** Depositor and Bank agree to indemnify and hold harmless Custodians, their officers, directors, employees and agents, against claims, liabilities or expenses (including reasonable attorneys' fees) arising out of Custodians' compliance with any instructions from Depositor or Bank with respect to the Collateral so long as Custodians have exercised reasonable care. In no event shall Custodians be liable for any special or consequential damages.

7. **Default and Remedies.** If Bank defaults in performing its obligations under Paragraph 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may instruct Custodians to sell the Collateral or any part thereof at public or private sale, after providing Bank at least (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within the required period of time, Custodians shall proceed to sell the specified Collateral in accordance with the Depositor's instructions. The proceeds of any sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodians shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. **Termination of Agreement.** Any party to this agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

9. **Successors and Assigns.** The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors and assigns, heirs and personal representatives.

10. **Miscellaneous.** The headings of this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Depositor:	<u>Belmont County OH</u> <u>Commissioners</u> <i>(Signature Required)</i>	Bank:	<u>UNITED BANK WEST VIRGINIA</u> <i>(Signature Required)</i>
By:	<u>Matt Coffland</u>	By:	<u>Amanda M. Boyd /s/</u>
Name:	<u>Matt Coffland</u>	Name:	<u>Amanda M. Boyd</u>
Title:	<u>President</u>	Title:	<u>Accountant</u>
Address:	<u>101 W. Main Street</u> <u>Belmont County Courthouse</u> <u>St. Clairsville, OH 43950</u>	Address:	<u>P.O. Box 1508</u> <u>Parkersburg, WV 26102-1508</u>

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF APPROVING THE RENEWAL OF THE TITLE IV-D CONTRACT BETWEEN THE BELMONT CO. CSEA AND THE BELMONT COUNTY PROSECUTOR

Motion made by Mr. Coffland, seconded by Mr. Probst, as the co-appointing authority for Belmont County Department of Job & Family Services, to approve and sign the renewal of the Title IV-D Contract between Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services, effective February 1, 2011 through January 31, 2012 in the amount of \$77,637.48 based on a unit rate of \$ 64.70; 66% Federal Funds in the amount of \$51,240.74, Local match of 34% in the amount of \$ 26,396.74.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ENTERING INTO PERSONAL PROPERTY TAX AGREEMENT BY AND BETWEEN BELMONT COUNTY, SHADYSIDE SCHOOL DISTRICT AND FIRSTENERGY GENERATION CORP.

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into the Personal Property Tax Agreement by and between Belmont County, Shadyside School District and FirstEnergy Generation Corp. to mitigate and settle tax matters in reference to the Burger Plant with Belmont County and the Shadyside School District, and other local taxing entities or agencies receiving tax dollars

PERSONAL PROPERTY TAX AGREEMENT

THIS Personal Property Tax AGREEMENT is made and entered into this 23rd day of February, 2011, by and between BELMONT COUNTY, ("County"), SHADYSIDE SCHOOL DISTRICT, ("School District") which are organized and existing under the laws of Ohio (collectively that "Taxing Districts")

A
N
D

FIRSTENERGY GENERATION CORP., an Ohio Corporation, a wholly owned subsidiary of FirstEnergy Solutions Corp., ("Taxpayer").

WITNESSETH:

WHEREAS in reference to the Taxpayer's R.E. Burger Plant Station ("Burger Plant"), located in Shadyside, Ohio, the established annual personal property tax is \$867,312.00.

WHEREAS the Units 4 and 5 at the Burger Plant have ceased operations and has been shutdown.

WHEREAS the Taxpayer desires to mitigate and settle tax matters in reference to the Burger Plant with Belmont County and the Shadyside School District, and other local taxing entities or agencies receiving tax dollars.

WHEREAS the Taxpayer recognizes the fiscal needs of the County and School District, and other local entities or agencies to ensure that essential governmental, public and community services will not immediately be negatively impacted by the closing of the Burger Plant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are herby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Taxpayer shall pay the County in lieu of any and all personal property taxes per the following schedule:

<u>Tax Year Calendar(Pay)Yr.</u>		<u>Percentage (%)</u>	<u>Dollar Amount</u>
2011	2012	100%	\$867,312.00
2012	2013	75%	\$650,484.00
2013	2014	75%	\$650,484.00
2014	2015	50%	\$433,656.00
2015	2016	25%	\$216,828.00
2016	2017	0%	\$0

These payments will be due on February 1 of each calendar (pay) year identified in the table above. Should the Burger Plant resume operations and personal property taxes are assessed based upon state and local law, this agreement would terminate. Any dollar amount paid in any year per the foregoing schedule shall be accredited toward any final undisputed personal property tax owing in said year.

2. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Payment of the above settlement to the County is with the understanding that the County shall be responsible and in its discretion for the distribution of funds to the local governmental entities or agencies currently receiving personal property tax funds from the Taxpayer. i.e. Shadyside School District, Meade Township, Belmont County Senior Services, Belmont County Children Services, Belmont County Mental Health, Belmont County Board of Development Disabilities, and Belmont/Harrison Career Center.

3. Each person executing this agreement acknowledges and attests by his or her signature that they have the authority to enter into this agreement on behalf of each respective party for which he or she is signing.

4. The Taxing Districts and Taxpayer each hereby represent and warrant that:

- (a) Each party is duly organized under applicable laws and has the full power and authority to enter into this Agreement
- (b) By proper action, each party is duly authorized to execute, deliver, and perform, as applicable, all covenants and obligations required by each hereunder.
- (c) The Agreement constitutes a valid and binding agreement upon each party, enforceable in accordance with its terms.
- (d) The representations and warranties made in this Section 5 are true and correct as of this date and year first above

written.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written:

ATTEST
Kathy Marino /s/
Secretary
(SEAL)

By: Matt Coffland /s/
COUNTY OF BELMONT
Matt Coffland, President

Title: Belmont County Commissioners
SHADYSIDE SCHOOL DISTRICT

By: Terry Brinker /s/
Title: Superintendent

ATTEST
Kelly Ingersoll /s/
Secretary m
(SEAL)

By: Charles D. Lasky /s/
FIRSTENERGY GENERATION CORP.
Title: VP fossil OPS

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

DISCUSSION HELD – RE: FIRSTENERGY – PERSONAL PROPERTY TAX AGREEMENT

John White of FirstEnergy, Auditor Andy Sutak and Terry Brinker of Shadyside Schools were present for the signing of the agreement. Mr. Coffland explained since the announcement was made that as of December 31, 2010, R.E. Burger plant in Shadyside was leaving Belmont County, the board has worked with FirstEnergy, the Shadyside School District, and Auditor Andy Sutak to try and work out an exit strategy. FirstEnergy did not want to leave the county and the school district up in the air without any tax revenue. They asked the board for help in working out an exit strategy for them that both could agree on. A breakdown of payments per year by percentage and dollar amount is included in the agreement signed today and read by Mr. Coffland. (See above.) He further stated they have been a very good partner to Belmont County, Mead Township and the Shadyside School District and we hate to see them leave. “Here’s a company that could have left and paid nothing,” said Mr. Coffland. Future property tax revenues under this agreement will continue to be distributed to Senior Services, Childrens Services, Mental Health Board, Board of Developmental Disabilities, the Belmont-Harrison Career Center, along with Shadyside Schools and Mead Township.

John White of FirstEnergy said the company recognized the hardship this created and are happy to help out with the transition. Terry Brinker thanked John and the FirstEnergy management team. He advised this is a real troubling time for them and this will certainly help them through the transition process. It is greatly appreciated by the Shadyside School District. Mr. Coffland stated how grateful the board was that FirstEnergy was such a good partner in Belmont County. Mr. Probst thanked FirstEnergy for all the work put into this document, knowing that they did not have to do anything. He thanked them for stepping up and doing this for the county and all the agencies that will benefit from this. Mrs. Favede stated the word “grateful” does not begin to detail our feelings. It’s beyond good partnership. She further stated, “We hate to see you leave Belmont County, but by all means we appreciate your graciousness and such a tremendous exit plan.” She also credited Auditor Any Sutak and Prosecutor Chris Berhalter for their efforts in working out this agreement. Mr. Coffland concluded by saying, “You are welcome back in Belmont County anytime.”

BREAK

DISCUSSION HELD RE: WORKFORCE INVESTMENT ACT (WIA) – BCDJFS Director Dwayne Pielech presented information to the board regarding proposed action at the state and federal level (H.R. 1) to eliminate funding for Adult, Youth and Dislocated Workers programs provided through WIA. All programs to help these workers are being proposed to be zeroed out effective July 1. In the last two years, 15,000 Belmont County residents have been served through the Connections office. Another vital part of Connections are those Veterans returning from serving our country. If this funding is eliminated it would also eliminate the Connections employment office. “This proposed resolution needs changed in the U. S. Senate,” stated Mr. Pielech. He asked that the public, people who are in the workforce programs, dislocated workers, people who are utilizing the services, and veterans to contact their federal legislators to let them know how much these services are needed. Mr. Coffland stated this is not the time for this to be taking place with so many people out of work. Mr. Probst stated, “It’s like

they're trying to pull the rug out from underneath everyone." Mike Schlanz, Director of Belmont County Connections, said letters are being sent to the Senators and President Obama by workforce development officials throughout the state. Mr. Pielech advised sample form letters have been made up to send and a petition is online that can be signed. He and the Commissioners will soon be in Washington, DC for face-to-face meetings with legislators to address this and other issues.

OPEN PUBLIC FORUM – Richard Hord questioned the experience and background of Robert Quirk as Interim Clerk of Courts. Mr. Coffland stated he is a former Assistant Prosecutor for Belmont County who is filling in just until the Democratic Central Committee makes their selection. All of the current staff of the Clerk of Courts is still in place.

Auditor Andy Satak was not able to be present earlier when the FirstEnergy agreement was signed and added that he felt the phase out plan was a good one and helps everyone have flex time to make their budgetary adjustments. Mr. Coffland thanked him for his help in making this plan. Mr. Satak commented this has never been done before as far as he is aware of.

BREAK

**RECONVENE AT 3:14 P.M. PRESENT: COMMISSIONERS GINNY FAVEDE AND CHARLES R. PROBST, JR.
ABSENT: COMMISSIONER MATT COFFLAND**

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 3:15 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn the meeting at 3:15 p.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Absent

Read, approved and signed this 2nd day of March, 2011.

 _____ COUNTY COMMISSIONERS

We, Matt Coffland and Kathy Marino, President and Assistant Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

_____ PRESIDENT
 _____ ASSISTANT CLERK