

IN THE MATTER OF AUTHORIZING THE PARTICIPATION IN THE CCAO SERVICE CORPORATION ENERGY SOLUTIONS NATURAL GAS PURCHASE PROGRAM; AUTHORIZING THE EXECUTION OF THE PARTICIPATION AGREEMENT FOR THIS PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of May, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners has been concerned about energy savings for various County buildings, paying close attention to cost of energy used by the County and the quantity of same; and,

WHEREAS, with the ever increasing energy cost, the County Commissioners Association of Ohio (CCAO) Service Corporation has designed a new energy program to help keep natural gas costs under control. This program has proved to be successful in achieving cost savings in 30 counties; and is now in the position to offer this program to all member counties in the CCAO ; and,

WHEREAS, Auglaize County is a member of the CCAO and, after much investigation, has determined that it would be advantageous to the County to participate in this CCAO Service Corporation Energy Program; and,

WHEREAS, CCAO Service Corporation has provided to the Board of County Commissioners a Participation Agreement in the event that the Auglaize County Commissioners wish to be a part of the Energy Savings Program.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the participation of Auglaize County in the CCAO Service Corporation Natural Gas Purchase Program; and,

BE IT FURTHER RESOLVED that said Board does approve the Participation Agreement for said Program as presented by the CCAO Service Corporation, hereby authorizing the execution of said Agreement by the President of the Board of Auglaize County Commissioners; and,

BE IT STILL FURTHER RESOLVED that said Participation Agreement be hereto attached and thus become a part of this Resolution.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
May, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

cc: CCAOSC – Tom Strup
Palmer Energy – Kirk Mizerek

**PARTICIPATION AGREEMENT REGARDING THE
NATURAL GAS PURCHASE PROGRAM
OF THE
CCAO SERVICE CORPORATION**

This Participation Agreement Regarding the Natural Gas Purchase Program of the CCAO Service Corporation ("CCAOSC") is entered into as of _____, 2009, among the CCAO Service Corporation, an Ohio for-profit corporation, the County of Auglaize, Ohio, a political subdivision of the State of Ohio (the "Participant"), and CCAOSC Energy Solutions (CCAOSCES), an Ohio limited liability company and subsidiary of the Consultant (the "Manager").

Recitals

A. CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio and which choose to participate, either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced firm natural gas supplies through a natural gas purchase program (the "Program") under contractual terms favorable to Participants.

B. CCAOSC wishes to avail itself of the expertise of the Manager in administering the Program.

C. CCAOSC and the Participants agree that it is necessary and desirable that this Agreement be entered into in order to create and adopt comprehensive guidelines for the funding, management and administration of CCAOSC's natural gas purchase program.

NOW, THEREFORE, it is agreed by and among CCAOSC, the Participant, and the Manager, by their authorized representatives, that:

SECTION 1. DEFINITIONS

"Agreement" means this Participation Agreement, as the same may be amended, modified or supplemented in accordance with Section 7 hereof.

"Authorized Estimator" means the person designated by the governing board of the Participant to estimate the natural gas to be purchased for the Participant, as well as other nominations of natural gas supply for the Participant. With respect to Participants, the Authorized Estimator may, but need not be, the Participant's representative on the Board of Participants.

"Board of Participants" has the meaning ascribed to it in Section 3 of this Agreement.

"Executive Committee of the Board of Participants" has the meaning ascribed to it in Section 3 of this Agreement.

"Fiscal Year" means the Participant's twelve (12) month fiscal period of January 1 through December 31 of each year, unless such period is subsequently changed by law.

"Gas Purchase Contract" means the Natural Gas Purchase Agreement(s) between a Supplier and Participants, effective for a period of not more than three (3) years from the commencement date thereof (unless previously terminated), subject to the terms and conditions thereof.

"LDC" means the applicable local gas distribution utility company serving Participant's facilities.

"Manager" means CCAOSCES, a subsidiary of the Palmer Energy Company.

"Participant" means those Ohio counties which are members of the County Commissioners Association of Ohio and/or their boards, agencies, districts or other instrumentalities, of which the Participant is one, that are participating in the Program.

"Program" means the Natural Gas Purchase Program of CCAOSC.

"Program Administrative Costs" means all reasonable administrative costs incurred by CCAOSC and the Manager in connection with the Program and approved by the Executive Committee of the Board of Participants.

"Program Term" means the period commencing April 1, 2009 and ending on December 31, 2014, subject to annual renewal thereafter for successive annual periods not more than three (3) years from January 1, 2015.

"Supplier" means any person, corporation, partnership or other organization with whom CCAOSC (or its designee) may contract for the purchase of natural gas.

"Utility Transporter" means any interstate and/or intrastate pipeline transporter of natural gas, including any local gas distribution company.

"LDC" means local distribution company or natural gas utility that delivers gas to program participants.

SECTION 2. ARRANGEMENTS FOR SUPPLY OF NATURAL GAS

(A) **Purchase and Aggregation of Natural Gas.** On or about the date hereof, each Authorized Estimator shall certify to CCAOSC or the Manager the estimated monthly natural gas consumption during the Program Term for the Participant's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC or the Manager shall aggregate all of the Participants' Estimates to calculate a defined quantity of natural gas to be purchased (the "Aggregation Quantity") and shall make the necessary arrangements to purchase the Aggregation Quantity from the Supplier(s) for such periods and pricing as determined by CCAOSC or the Manager. The Participant authorizes the Manager with approval of Executive Committee to enter into the Gas Purchase Contract in connection with the purchase of the Aggregation Quantity.

(B) **Power of Attorney.** In order to facilitate the operation of the Program, the Participant agrees to authorize, execute and deliver to the Manager the Power of Attorney in substantially the form attached as Exhibit A to this Agreement.

(C) **Payments by Participant.** The Participant agrees to pay to the Supplier(s) its monthly gas costs within the allotted time frame permitted under the supply agreement. This time frame will normally be 12 to 15 days after receipt of the invoice. Timely payment of all amounts owed to Supplier(s) is essential to the Program. If the Participant fails to transmit timely payment to the Supplier(s) of any amount due, the Participant may, to the extent permitted by law, be charged interest on the overdue amount. In the event Supplier(s) takes legal action against the Participant to collect any amounts due under their supply agreement and attempts to involve CCAOSC or the Manager, to the extent permitted by law, the Participant agrees to pay all of CCAOSC's or the Manager's fees, costs and expenses (including reasonable legal fees to the extent permitted by law) incurred by CCAOSC or the Manager in connection therewith.

(D) **Program Administrative Charges.** Included in the Supplier(s) gas costs paid by Participant to the Supplier will be the Program Administrative Costs that shall be \$0.20 per MCF (one thousand cubic feet) plus any other reasonable administrative costs such as legal costs approved by the Executive Committee. In the event the Supplier(s) refuses to include Program Administrative Costs in the gas costs invoiced to Participants, a separate invoice shall be issued in the same per unit amount as included for other Participants'. Payment of

such separately invoiced Program Administrative Costs shall be paid by the Participant and is due to Manager within 30 days of invoice date.

(E) **Sole Supplier.** During the Program Term, the Supplier(s) agrees to supply and the Participant agrees to purchase all of its gas requirements for participating facilities pursuant to the supply agreement executed on behalf of the Participant.

(F) **Imbalances in Supply of Natural Gas.** It is understood that differences between the Participant Estimate and the Participant's actual consumption may occur. The Manager may make adjustment for differences between estimated and actual consumption for the Participant and for all of the Participants, as a group taken as a whole.

In the event the Participant's monthly consumption exceeds its estimated consumption, such incremental use shall first be secured from other Program Participants if such Participants have excess supplies. In the event other Participants have insufficient excess supplies, additional supplies shall be secured from the Supplier(s), its designee, or LDC.

In the event the Participant's monthly consumption is less than estimated, the Participant shall be responsible for the cost of gas with respect to their actual consumption plus, to the extent the Supplier(s) agreement does not absorb the financial impact of such consumption shortfalls, any resale costs, cashout, imbalance charges, or penalties if the supplies cannot be reallocated among other Participants.

In the event the Supplier(s) fails to deliver the Participant's nominated quantity, Manager may prorate quantities actually delivered to the Participants and each Participant shall, consistent with the LDC's rules and regulations in effect at the time, purchase any additional volumes of natural gas required from alternate suppliers or the LDC. The Manager, with notice to the Participant, may change the procedures for dealing with imbalances to be consistent with LDC's policies dealing with volumes consumed and nominated.

(G) **Notice of Significant Change in Usage.** During the Program Term, the Participant may make material changes or additions to its physical facilities or heating systems, or experience closure of facilities, planned or unplanned. The Participant agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease natural gas usage by ten percent (10%) or more per year for such Participant.

(H) **Arrangements with the LDC.** In the event that the LDC requires the Participant to enter into or Participant negotiates a separate agreement with the LDC for the transportation of natural gas to the Participants' facilities, the Participant shall consult with CCAOSC or the Manager concerning the terms of the proposed agreement prior to entering into any such agreement. If CCAOSC or the Manager determines that the terms of the proposed agreement between the Participant and the LDC are consistent with the Program, the Participant shall cooperate with CCAOSC or the Manager to secure approval of that agreement from the Public Utilities Commission of Ohio, if required. During the Program Term, Participant shall perform all of its obligations under any such separate agreement with the LDC.

SECTION 3. MANAGEMENT AND OPERATION OF PROGRAM

(A) **Board of Participants.** The Board of Participants shall have the general oversight of the Program. It shall consist of one representative of each Participant in the Program. Each Participant shall designate one Representative and one Alternate to the Board of Participants, such designation to be in writing and filed with CCAOSC. A Participant's vote may be cast only by its Representative or by its Alternate in the absence of its Representative. If a Participant has more than one agency or instrumentality in the Program, it shall nevertheless be entitled to only one vote on the Board of Participants.

(B) **Executive Committee of Board of Participants.** The Board of Participants shall determine the number of members of the Executive Committee of the Board of Participants herein after known as the "Executive Committee", but such number shall not be less than seven or more than eleven exclusive of ex-officio members. The Executive Committee shall exercise all of the powers in connection with oversight of the Program, including but not limited to the following:

- (1) It shall oversee and manage the operation of the Program.
- (2) It may adopt policies and procedures supplementing the general terms of this Agreement concerning the purchase of natural gas supplies, transportation and/or storage of gas, payment for purchase, transportation and/or storage of gas, accounting for such gas among the Participants, the allocation among the Participants of any charges incurred in connection with the over or under consumption of natural gas purchased or changes in rates by Supplier(s), and the method by which gas usage will be reported to CCAOSC or the Manager.
- (3) It shall consider and recommend to the Participants any additional services which are or are proposed to be a part of the Program.
- (4) It may direct the employment or contracting by CCAOSC with such persons or organizations as it deems necessary to assist in the administration and management of the Program, including, but not limited to, the Manager, advisors and legal counsel.
- (5) It shall authorize any agreements between Participants' and the Supplier(s) upon terms it approves.
- (6) It shall consider applications for admission to the Program and determine whether and at what time those applicants should be included in the Program.
- (7) It shall make recommendations to the Board of Participants concerning any matter relating to the operation of the Program, including, but not limited to:
 - (a) amendments to or modifications of this Agreement;
 - (b) Program Administrative Costs; and
 - (c) each Participant's share of Program Administrative Costs.
- (8) It shall perform such other functions as may be necessary or incidental to carrying out the purposes of the Program.

The Executive Committee may direct the Consultant and the Manager, to assist in performing any of the foregoing duties relating to the operation and management of the Program and may delegate to the Consultant and the Manager, such of the foregoing duties to the fullest extent permitted under Ohio law.

- (C) **Membership of Executive Committee.** The members of the current program's Executive Committee shall serve until the selection of their successors by the Board of Participants. There shall be at least five ex-officio members of the Executive Committee: two appointed by the Manager; two appointed by CCAOSC; and legal counsel appointed by the Executive Committee. In addition, the Executive Committee may appoint additional ex officio Executive Committee members as it deems necessary. Ex officio members of the Executive Committee shall be non-voting members. The permanent Executive Committee shall be elected by the then-existing Participants as follows: a number of members of the Executive Committee equal to a simple

majority of the membership of the Executive Committee shall be elected for a term expiring on December 31, 2010 and the remaining members shall be elected for a term expiring on December 31, 2011. Thereafter, terms of office of members of the Executive Committee shall be for two years, and shall commence on the first day of January and end on the last day of December. Members shall hold office until the expiration of their terms, or subsequent to the expiration of their terms until their successors take office. All vacancies in the membership of the Executive Committee shall be filled for the unexpired term by election by the Board of Participants.

- (D) **Meetings; Quorum.** The Board of Participants shall hold its first meeting upon the call of the initial Executive Committee, and thereafter shall hold an annual meeting during the last three months of each calendar year, for the purposes of passing upon reports of the previous fiscal year, electing members of the Executive Committee and transacting such other business as may come before the meeting. The Board of Participants shall meet at such other times as it determines. The Executive Committee shall meet at such times as it determines. A majority of all Participants shall constitute a quorum for the transacting of business by the Board of Participants, and a majority of all then-authorized voting members of the Executive Committee shall constitute a quorum for the transacting of business by the Executive Committee.
- (E) **Rules and Regulations.** The Board of Participants and the Executive Committee may make such further rules and regulations governing the conduct of business as they may determine.

SECTION 4. REPORTS AND RECORDS. CCAOSC or the Manager shall maintain records and data concerning the amount of natural gas purchased and consumed on behalf of the Participant, the amount paid for the purchase and, if applicable, transportation and/or storage of such gas, the allocation of the costs thereof among the Participants and such other records and data as the Executive Committee of the Board of Participants deems necessary or appropriate. CCAOSC or the Manager shall maintain records and conduct operations of the Program based on a Fiscal Year beginning January 1 and ending December 31. If requested by the Manager, the Participant shall promptly provide the Manager with a copy of any statements received by the Participant concerning consumption of natural gas by the Participant.

SECTION 5. WITHDRAWAL; RE-ENTRY.

- (A) **Withdrawal.** The Participant may withdraw from the program commencing any January 1, if it gives written notice by April 1 of the prior year and pays all amounts due under this Agreement. Upon the giving of proper notice and payment of all amounts due by the Participant, this Agreement shall terminate as to the Participant on December 31 of the last year for which payments have been made, without penalty or expense to the Participant except as to the costs associated with the financial difference between the value of any supply when initially contracted under the Program and the value of the supply obtained by the Supplier through the sale or modifications of any financial and contractual commitments as authorized under this Agreement. In the event of such termination and except as permitted hereunder, the Manager and/or CCAOSC will have all legal and equitable rights and remedies available under Ohio law against the Participant to pursue recovery of all amounts owed by Participant hereunder.
- (B) **Payment of Amounts Due.** No withdrawal, either from CCAO or from this Program, shall be effective unless and until the withdrawing Participant shall have paid in full all amounts due hereunder, including, without limitation, amounts that may be due for excess natural gas usage by the withdrawing Participant and determined by CCAOSC or the Manager pursuant to the provisions of this Agreement.

- (C) **Effect of Non-Membership in CCAO.** If a Participant ceases to be a member of the County Commissioners Association of Ohio, the Executive Committee of the Board of Participants shall have the right, in its sole discretion, to permit the Participant to remain in the Program or to expel the Participant from the Program and to terminate the Participant's rights under this Agreement, effective as of the January 1 of the first year after the Participant is no longer a member of the County Commissioners Association of Ohio. The Executive Committee may, but shall not be required to, afford the Participant a hearing before taking action pursuant to this subsection.
- (D) **Re-Entry into Program.** Upon withdrawal from the Program, the withdrawing Participant may apply to become a Participant again; such application may be granted or denied by the Executive Committee of the Board of Participants, on such terms and conditions for re-admittance as the Executive Committee of the Board of Participants may set, in its sole discretion.

SECTION 6. INITIAL IMPLEMENTATION OF PROGRAM. During the first Fiscal Year of operations of this Program, any actions required by this Agreement to be taken by the Board of Participants or the Executive Committee on or prior to the annual meetings of the Board of Participants shall be taken on or before such other dates as the Board of Participants shall determine at the earliest practical times by which such actions could be taken. Provided that all arrangements are in place with the utility transporters, CG&E, Columbia Gas, DP&L and East Ohio, and the Supplier(s), operation of the Program shall begin effective the later of April 1, 2009 or the commencement date set forth in the initial Gas Purchase Contract.

SECTION 7. AMENDMENTS. This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement on behalf of CCAOSC by the governing bodies of at least two-thirds (2/3) of the Participants. No such modification, amendment or supplement shall be effective as to the Participant without the approval of the Participant's governing body.

SECTION 8. RESTRICTION. It is understood and agreed, and CCAOSC, the Participant, and the Manager hereby represent and warrant, that CCAOSC, the Program, the Manager, and the Participant are not engaged and will not engage in (i) the business of supplying natural gas for lighting, power or heating purposes to consumers within the State of Ohio or to natural gas companies within the State of Ohio, or (ii) the business of transporting natural gas through pipes or tubing either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause CCAOSC, this Program, the Manager, or the Participant to be classified as a public utility under Title 49 of the Ohio Revised Code. It is further understood and agreed that this Program, and its supporting natural gas purchase and transportation agreements, will be subject to the Public Utilities Commission of Ohio's "self-help guidelines" in PUCO Case No. 85-800-GA-COI, as may be further amended or modified, and tariffs, rules and regulations of the LDC

SECTION 9. TERM OF THIS AGREEMENT. It is the express intention of the Participant that this Agreement shall continue for the Program Term, subject to the Participant's right of withdraw as provided in Section 5(A), but may be terminated as provided in Section 10.

SECTION 10. TERMINATION. In the event that all of the Participants, by duly adopted resolutions have terminated their participation in this Program and withdrawn from, the Board of Participants shall meet, within thirty (30) days following receipt of certified copies of such resolutions, to determine the date upon which this Agreement and the activities and operations of the Program shall terminate and to make recommendations to the Participants with respect to matters which must be resolved upon termination of the Program which are not addressed by this Agreement. All such matters shall be resolved in a manner consistent with the terms and conditions of the Gas Contract(s), and this Agreement.

Notwithstanding the foregoing, if at any time during the term of this Agreement,

- (i) CCAOSC, the Program, the Manager, or any Participant shall become subject to or threatened to become subject to public utility regulation by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission, the U.S. Department of Energy or any other governmental regulatory entity, or
- (ii) CCAOSC, this Program, the Manager, or any Participant shall be deemed or threatened to be deemed to be a public utility for purposes of taxation or by the Public Utilities Commission of Ohio or any other governmental regulatory agency, or
- (iii) all of the Participant's natural gas transportation agreements with the LDCs are terminated for any reason or amended by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission or any other governmental agency order in a manner unacceptable to the Board of Participants,

the Board of Participants may terminate this Agreement promptly by its majority vote.

SECTION 11. MISCELLANEOUS. This Agreement shall be construed under the laws of the State of Ohio. If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 12. COUNTERPARTS. This Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each Participant executing this Agreement shall deliver to CCAOSC a certified copy of the resolution of its governing body authorizing execution of this Agreement.

SECTION 13. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when (a) personally delivered to the party to receive the notice; (b) deposited in the United States mail, first-class, postage prepaid, addressed to that party listed on Appendix A or at such other address as that party may designate; or (c) delivered by hand or messenger delivery service, by e-mail or by telephone facsimile transmission, with appropriate confirmation of receipt.

SECTION 14. ASSIGNMENT. The Participant acknowledges and agrees that CCAOSC shall have the right to assign all of its and/or the Manager's rights to payments and monies received or to be received from such Participant hereunder and any other rights, remedies and/or obligations hereunder to a third party including, without limitation, one or more Trustees and paying agents as may be necessary or desirable to effectuate the Program, and Participant hereby consents thereto.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, the Participant, CCAOSCES, and Auglaize County pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

CCAO SERVICE CORPORATION

By: _____

209 East State Street
Columbus, Ohio 43215

COUNTY OF AUGLAIZE

Date of Adoption
of Approving Board Resolution

By: *Douglas A. Spencer*

Douglas A. Spencer, President
Board of Auglaize County Commissioners

Address: 209 S. Blackhoof St., Room 201
Wapakoneta, Ohio 45895

Telecopy Number: 419-739-6711

CCAOSCES

By: _____

241 N. Superior St. Suite 250
Toledo, Ohio 43604

Approved as to form:

Eric A. ...

(Ass't) Prosecuting Attorney

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of Auglaize, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 2009 under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

County Auditor
County of Auglaize, Ohio

Dated: 5/11, 2009

[Signature]

IN THE MATTER OF REVISING RESOLUTION #09-161, WHICH SET A PARCEL FEE FOR THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 343.08 (A); CERTIFYING SAME TO COUNTY AUDITOR FOR PLACEMENT ON TAX DUPLICATES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of May, 2009.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, the Board of County Commissioners, being the Board of Directors of the Auglaize County Solid Waste Management District, have the authority pursuant to Ohio Revised Code (ORC) 343.08 (A) to fix reasonable rates or charges to be paid by every person, municipal corporation, township, or other political subdivision that owns premises to which solid waste collection, storage, transfer, disposal, recycling, processing, or resource recovery service is provided by the district and may change the rates or charges whenever it considers advisable; and,

WHEREAS, the Board has fulfilled the requirements outlined in the ORC 343.08 (C) to conduct three (3) Public Hearings for the implementation of said parcel fee, by actually, conducting six (6) such Public Hearings, held in various areas of Auglaize County at various times of day and evening; and,

WHEREAS, through comments received from constituents at the Public Hearings, and through much deliberation, the Board has determined that a parcel fee is the most effective means of generating funding for the County Solid Waste Management District.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio as the Board of Directors for the Auglaize County Solid Waste Management District, does hereby, pursuant to ORC 343.08(A), fix a \$20.00 annual fee on all residential and agricultural dwellings, commercial, industrial, and exempt buildings, within Auglaize County, excluding cemeteries, parking lots and grain condo storage; and,

BE IT FURTHER RESOLVED that charges for collection, storage, transfer, disposal, recycling, processing, or resource recovery service shall be made only against lots or parcels that are improved, or in the process of being improved **on all residential and agricultural dwellings, commercial, industrial, and exempt buildings, within Auglaize County, excluding cemeteries, parking lots and grain condo storage,** ~~with at least one permanent, portable, or temporary building;~~ and,

BE IT FURTHER RESOLVED that said Board of Auglaize County Commissioners does certify this parcel fee directive to the County Auditor for placement on the tax duplicates for the second half collection which is due July 15, 2009.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
May, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . Yes
Douglas A. Spencer
Don Regula . Yes
Don Regula
John N. Bergman
John N. Bergman

- cc: Kimberly Baker, Attorney
- ✓ David Reichelderfer, Solid Waste/Recycle Coordinator
- ✓ County Auditor – Janet Schuler

IN THE MATTER OF APPROVING A CONTRACT FOR CHILD CARE SERVICES BETWEEN THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND COLLENEFRAME/FRAME'S CHILD CARE A FULL SERVICE CARE PROVIDER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of May, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job & Family Services presented the Board with a contract for full child care services as follows,:

Provider: **Collene Frame/Frame's Child Care – effective May 1, 2009 to April 30, 2010;**
and,

WHEREAS, the Board was solicited to approve and execute said contract.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the contract, as presented, for effective dates as mentioned above, between Auglaize County Department of Job & Family Services and Collene Frame/Frame's Child Care for child care services for said department; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of said contract.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
May, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: ✓ County Job & Family Services Dept. –
Michael Morrow

IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM DITCH DEBT SERVICE FUND TO APPROPRIATE MAINTENANCE FUNDS AS REQUESTED BY COUNTY AUDITOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of May, 2009.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, the following correspondence was received by the Board of County Commissioners:
May 4, 2009

Board of County Commissioners
609 S. Blackhoof St.
Wapakoneta OH 45895

Dear Board Members,

I wish to make the following transfers from ditch debt service to the appropriate maintenance fund. The notes are now paid in full.

From	To	Amount
274.074.540300	781.0100.400200	\$111.38
253.0253.540300	776.0100.400200	4.83
284.0284.540300	816.0100.400200	9.45
273.0273.540300	780.0100.400200	25.65
276.0276.540300	778.0100.400200	9.57
277.0277.540300	779.0100.400200	8.48
281.0281.540300	784.0100.400200	41.22

Thank you for your attention to this matter.

Sincerely,
s/Janet Schuler
Janet Schuler
Auglaize County Auditor

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the above listed transfers of funds as requested by the County Auditor.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
May, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . yes
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

cc: County Auditor

IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR MAY.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 7th day of May, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to pay the county's mandated share of Public Assistance for May.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following payment:

From: 001-0905-533400 – Public Assistance Grant
Amount: \$ 8,663.42
To: 006-0400-400101 – Public Assistance

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 7th day
Of May, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . yes
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

Cc: ✓ County Auditor
✓ Jobs & Family Services