

**AGENDA**  
**LAWRENCE COUNTY COMMISSIONERS**  
**February 26, 2013**

**I. OPENING EXERCISES**

- A. Call to Order
- B. Pledge of Allegiance & Moment of Silence
- C. Roll Call
- D. Explanation of Procedures to Audience

**II. ROW OFFICER REPORTS AND COMMENTS**

**III. PUBLIC COMMENTS**

**IV. MINUTES AND CORRESPONDENCE**

- A. Approval of Minutes:
  - 1. [Tuesday, February 19, 2013](#)
- B. Presentation of Written Communications:
  - 1. [Hunt Valley Environmental](#), LLC, dated February 15, 2013, giving Act 14 notification for the utilizing a piece of property owned by the PA Turnpike Commission as a Waste Site in North Beaver Township.

**V. PROCLAMATIONS AND CERTIFICATES:**

**VI. REPORTS AND NEW BUSINESS**

- A. Staff Reports: None
- B. Personnel Report: None
- C. Commissioner Reports and Comments
- D. New Business:

**VII. RESOLUTION**

- A. Resolutions on the table: None
- B. Resolutions to be taken off the table: None
- C. New Resolutions:
  - 1. [R-2013-027](#) Authorization to execute an agreement on behalf of Mental Health and Developmental Services with Med-Fast Pharmacy-Base for the period of

September 15, 2012 through June 30, 2013 and will automatically renew on the first day of July in each succeeding year, with payments being made from the MH/DS fund.

2. [R-2013-028](#) Authorization to execute an agreement on behalf of Children and Youth and Juvenile Probation with KidsPeace Corporation of Schnecksville, PA. for professional services for the period of July 1, 2011 through June 30, 2012.
3. [R-2013-029](#) Authorization to execute an agreement with Evaluator Services and Technology of Greensburg, PA. and TransFirst Holdings, LLC of Broomfield CO. to provide the administration, collection and distribution of the convenience fee when a credit card is used for payment.
4. [R-2013-030](#) Authorization to execute an agreement with Evaluator Services and f Greensburg PA on behalf of the Lawrence County Assessment Office.
5. [R-2013-031](#) Authorization to execute a credit agreement with First National Bank, New Castle PA. for a collateral assignment of grant to construct an industrial facility within the Millennium Technology Park located in Neshannock Township.

D. Motion to amend the agenda. (if necessary)

#### **VIII. ORDINANCES**

- A. On the Table: None
- B. For introduction: None
- C. For final action:

#### **IX. FISCAL AND CONTRACTUAL**

- A. Advertise for bids/proposals: None
- B. Receipt of bids/proposals:
  1. Opening of bids for the Stavich Bike Trail Annual Maintenance
- C. Fiscal Reports: None
- D. Report on Quotes: None
- E. Warrant Register:
  1. [January 17, 2013](#)
  2. [February 22, 2013](#)
  3. [February 25, 2013](#)

#### **X. ANNOUNCEMENTS**

- A.** The next Commissioners' Public Meeting will be held on Tuesday, March 5, 2013 at 10:00 a.m. in the Commissioners' Meeting Room.

**XI. Public Comments**

**XII. Adjournment**

**LAWRENCE COUNTY COMMISSIONERS' MEETING**  
**PUBLIC MEETING**  
**MINUTES OF Tuesday, February 26, 2013**

The Lawrence County Commissioners' Meeting was opened with the Pledge of Allegiance to the Flag followed by a Moment of Silence.

The Lawrence County Commissioners' Meeting of Tuesday, February 26, 2013 was called to order by Commissioner Dan Vogler, at 10:00 a.m. Office Manager Carol MacDonald called the Roll. Those in attendance were, Commissioners, **Dan Vogler, Robert Del Signore, Sr., Steve Craig,; Chief Clerk/County Administrator James Gagliano, Clarence Nelson, Joe Cardella, Richard Rapone, Julie DeLillo, Amy McKinney, Linda Nitch, Tim Barr, David Prestopine, Debbie Morris, New Castle News, and Eric Poole, Ellwood City Ledger.** It was stated for the record that the meeting is being taped. Those wishing to speak shall be given five minutes. If they need more time, they are to see the Chief Clerk at another time and he will arrange for them to meet with the Commissioners. Those speaking are to state for the record their names, addresses and the nature of their business.

**ROW OFFICERS' REPORTS AND COMMENTS**

None

**GENERAL PUBLIC**

None

**APPROVAL OF MINUTES**

1. Minutes of Tuesday, February 19, 2013

Moved by **Mr. Del Signore** seconded by Mr. Craig to accept and file the minutes. Motion carried 3-0.

**WRITTEN CORRESPONDENCE**

1. Hunt Valley Environmental, LLC, dated February 15, 2013, giving Act 14 notification for the utilizing a piece of property owned by the PA turnpike Commission as a Waste Site in North Beaver Township.

Moved by Mr. Craig seconded by Mr. Del Signore to accept and file the written correspondence. Motion carried 3-0.

**Proclamations and Certificates**

None

**Staff Report**

None

**Personnel Report**

None

**COMMISSIONERS' COMMENTS**

Mr. Craig had no comments

Mr. Vogler gave an update on the Casino.

Mr. Del Signore apologized to Mr. Rapone and Ms. DeLillo for his question the previous week.

Resolutions on the table: None

Resolutions to be taken off the table: None

**RESOLUTION R-2012-027**

**WHEREAS**, the Mental Health and Developmental Services is responsible for the diagnosis, care, treatment, and rehabilitation of the mentally disabled, and

**WHEREAS**, Lawrence County, through its Mental Health and Developmental Services desires to contract for certain services; and

**WHEREAS**, the Mental Health/Intellectual Disability Act of 1966 and the Department of Public Welfare fiscal regulations provide for the purchase of office equipment and services, and

**NOW, THEREFORE**, be it resolved by the Lawrence County Board of Commissioners, that:

1. The agreement listed in item 2 shall be approved for the period of July 1, 2012 thru June 30, 2013 and will automatically renew on the 1<sup>st</sup> day of July in each succeeding year.
2. Authorization is hereby given to execute the following addendum:

**Med-Fast Pharmacy- Base** - as detailed in attachment designated 2012- Program description and rates are also listed within the attachment.

Be it further resolved that payments be made from the MH/DS fund.

Moved by **Mr. Del Signore** seconded by Mr. Craig to approve said resolution. Motion carried 3-0.

**RESOLUTION R-2012-028**

Whereas, Lawrence County, through its Juvenile Probation Department, desires to contract certain social services; and

Whereas, the County has the authority and duty to provide social services to children and youth subject to the regulations established by the Commonwealth of Pennsylvania (DPW) and the Juvenile code.

NOW, THEREFORE, BE IT RESOLVED BY THE LAWRENCE COUNTY BOARD OF COMMISSIONERS, that:

1. The Purchase of Service Agreements listed in Attachment A shall be in effect for the period of July 1, 2011 through June 30, 2012.
2. Costs are incurred only if the provider or service is being used by Lawrence County per the Agreement. A rate schedule for 2011-2012 is attached.
3. Authorization is hereby given to execute an Agreement with the following service provider:

KidsPeace Corporation  
4085 Independence Drive  
Schnecksville, PA 18078

Moved by **Mr. Del Signore** seconded by Mr. Craig to approve said resolution. Motion carried 3-0.

**RESOLUTION R-2012-029**

**WHEREAS**, this Resolution shall provide for the administration of the collection of the convenience fee for use of credit cards by County residents in paying for property taxes, County fees and services; and

**WHEREAS**, as the number of credit card payments has grown and continues to grow, the County does not have sufficient funding to cover the costs of providing the service and has elected not to continue to absorb that cost as a part of doing business; and

**WHEREAS**, the County has contracted with a third party vendor that will accept credit card payments, with accompanying fees, on the County's behalf. The vendor and/or their representative is bonded and partnered with the major credit card companies; and

**WHEREAS**, all credit card transactions are securely guarded and county personnel do not have access to personal card or banking information.

**NOW, THEREFORE, BE IT RESOLVED BY THE LAWRENCE COUNTY BOARD OF COMMISSIONERS**, that an agreement with Evaluator Services and Technology, Inc. of 1225 South Main Street, Suite 204, Greensburg, PA 15601, and TransFirst Holdings, LLC of 12202 Airport Way, Suite 100, Broomfield, CO 80021, are hereby approved to provide the administration, collection and distribution of the convenience fee when a credit card is used for the payment of any service, fee or tax provided or collected by the County.

Moved by **Mr. Del Signore** seconded by Mr. Craig to approve said resolution. Motion carried 3-0.

**RESOLUTION R-2012-030**

Whereas; Proposal for Web-based Services

Whereas: Proposal were reviewed by the Lawrence County assessment Office.

NOW, THEREAFAE, BE IT RESOLVED BY THE LAWRENCE COUNTY BOARD OF COMMISSIONERS, that: a Web-based system be awarded and authorization is given to execute an agreement with the company listed below:

1. Evaluator Services & Technology Inc. 1225 S. Main St. Suite 204 Greensburg PA 15601-5370.
2. Authorizing Chairman Dan Vogler to sign all documentation.

Moved by **Mr. Del Signore** seconded by Mr. Craig to approve said resolution. Motion carried 3-0.

**RESOLUTION R-2012-031**

This Collateral Assignment of Grant (this "Assignment") made as of the 26<sup>th</sup> day of February, 2013, by the County of Lawrence, a fifth class county existing under the municipal laws of the Commonwealth of Pennsylvania (the "Assignor"), having an address at 430 Court Street, New Castle, Pennsylvania 16101, in favor of First National Bank, a commercial banking institution, having an address at 32 North Mill Street, New Castle, Pa 16101, (together with its nominees, successors and/or permitted assigns, collectively, the "Assignee").

WITNESSETH:

Whereas, pursuant to a Credit Agreement dated as of February 26, 2013, between the Assignee and Assignor (the "Credit Agreement"), the Assignee has agreed to extend to Assignor a certain revolving credit facility in the maximum principal

amount of 1,841,054 (the "Loan"), the proceeds of which shall be utilized by Assignor to construct an industrial facility within the Millennium Technology Park located in Neshannock Township, Lawrence County, Pennsylvania (the "Project"); and Whereas, as a condition of the Loan, the Assignor has agreed to assign to Assignee all of Assignor's right, title and interest, in and to any grant received by Assignor to provide funding for the project, in order to further secure and to repay the Loan; and

Whereas, Assignor has received a grant letter from County of Lawrence and wishes to so assign its interest in the grant to the Bank, as required by the Credit Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, the issuance of the Letter of Credit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.
2. (a) As security for the obligations of Assignor under the Credit Agreement, Assignor hereby irrevocably, absolutely and unconditionally assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest, in and to any and all funds, reimbursements, advances, disbursements or other right or benefits in connection that certain grant in the stated amount of ( \$ ) (the "Grant") as evidenced by those certain documents (the "Grant Documents"), between First National Bank, as grantor (the "Grantor"), and Assignor, as grantee.  
  
(b) This Assignment is given for the purpose of securing the payment of all sums, including, without limitation, the payment of principal and interest due under the Note, now or at any time due Assignee under the Credit Agreement or any other Loan Documents, and any extensions, modification; amendments and renewals thereof, and the performance and discharge of the obligations, covenants, conditions, and agreements of Assignor contained herein and in the Loan Documents.
3. Assignor agrees:
  - (a) To faithfully abide by, perform and discharge each and every material obligation, covenant, condition and agreement of the Grant to be performed by Assignor, and to enforce performance by the Grantor of each and every material obligation, covenant, agreement to be performed by the Grantor, and to diligently requisition, and pursue the disbursement of, all funds available under the Grant, in incremental disbursements.
  - (b) That the occurrence of any of the following shall constitute an event of default ("Event of Default") hereunder;
    - (i) A default by Assignor in the observance or performance of any material obligation, covenant, condition or agreement hereof, which is not cured within thirty (30) days after written notice thereof to Assignor; provided, however, that, if any such default is susceptible to cure and cannot be cured within such thirty day period, then no Event of Default shall be deemed to exist hereunder so long as Assignor (x) commences such cure within said thirty (30) day period and diligently and in good faith pursues such cure to completion within sixty (60) days after said written notice Assignee to Assignor, and (y) the existence of such uncured default does not result in delay or, cessation in the construction of the project.
    - (ii) Any representation or warranty made by Assignor herein which is not true and correct in any material respect as of the date hereof; and
    - (iii) A default by Assignor under any of the Loan Documents which shall not be cured within any applicable grace period.
  - (c) That any Event of Default hereunder, as provided above, shall be deemed to be an event of default under all the Credit Agreement. Upon the occurrence of any Event of Default, Assignee shall have the right (but not the obligation), without notice to or demand on Assignor; (i) to declare all sums evidenced or secured by the Credit Agreement to be immediately due and payable, (ii) to exercise any and all rights and remedies provided the Credit Agreement or hereunder as well as such remedies as may be available at law or in equity and (iii) to correct any such Event of Default in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limitation, the right (but not the obligation) to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right (but not the obligation) to perform and discharge each and every obligation, covenant, condition and agreement of Assignor under the Grant, and in exercising any such powers, to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees and expenses. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Grant Documents, or by reason of this Assignment.
  - (d) At any time after the occurrence of an Event of Default hereunder, Assignee may, at its option, with notice, and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent, with or without bringing any action or proceeding, or by receiver to be appointed by a court at any time hereafter, enforce for its own benefit Assignor's rights under the Grant; without limiting the foregoing, upon an Event of Default, Assignor hereby irrevocably appoints Assignee to be Assignor's attorney-in-fact, which appointment shall be coupled with an interest, for the purpose of submitting all requisitions for disbursement of the Grant and exercising all right of Assignee in connection therewith. The exercise of these rights under this Assignment shall not be deemed to cure or waive any default under the Credit Agreement, or waive, modify or affect any notice of default under the Credit Agreement, or invalidate any act done pursuant to such notice.
  - (e) That the Grantor, upon written notice from Assignee of the occurrence of an Event of Default, shall be, and is hereby, authorized by Assignor to perform its obligations under the Grant Documents for the benefit of

Assignee in accordance with the terms and conditions thereof without any obligation to determine whether or not such an Event of Default has in fact occurred.

- (f) That in the exercise of the powers herein granted to Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by Assignor. Assignor hereby agrees to indemnify and hold Assignee, and its officers, directors, employees and agents, free and harmless from against any and all liability, expense, cost, loss or damage with Assignee may incur by reason of any act or omission of Assignor under the Grant Documents. Should Assignee incur any liability, expense, cost loss or damage (i) under the Grant Documents for which it is to indemnified by Assignor aforesaid, or (ii) by reason of the exercise of Assignee's rights hereunder (including, but not limited to, the exercise of the rights granted to Assignee under Section 30herof), the amount thereof, including costs, expenses and attorney's fees and expenses, shall be secured hereby and by the Credit Agreement and all other Loan Documents and shall (x) be due and payable immediately upon demand by Assignee, and (y) bear interest at an interest rate equal to the Prime Rate plus two percent.
  - (g) That, upon notice to Assignor, this Assignment shall be assignable by Assignee to any assignee or participant under the Credit Agreement, and all representations, warranties, covenants, powers and right here-in contained shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective legal representatives, successors and assigns.
4. Assignor further hereby covenants and represents to Assignee that (i) Assignor has not previously assigned, sold, pledged, transferred, mortgaged, hypothecated or otherwise encumbered the Grant, or its right, title and interest therein, (ii) Assignor shall not assign, sell pledge, transfer, mortgage, hypothecate or otherwise encumber its interest in the Grant, (iii) Assignor has not performed any act which could reasonably be anticipated or prevent Assignor from performing its undertakings hereunder or which could reasonable by anticipated to prevent Assignee from operating under or enforcing any of the terms and conditions hereof or which would limit Assignee in such operation or enforcement, (iv) Assignor is not in default under the Grant, and to the best knowledge of Assignor, no other party to the Grant is in default there-under, (v) no amendments to the Grant Documents will be made by Assignor without the prior written consent of Assignee, which consent shall not be unreasonably withheld, and such consent may not be withheld if such withholding would detrimentally affect the project or place. The project in jeopardy,(vi) Assignor has delivered to Assignee true, correct and complete copies of al Grant Documents in effect on the date hereof, and (vii) Assignor shall cause the Grantor to execute and deliver to Assignee a consent to this Assignment, such consent to be identical to the form of Consent and Agreement attached hereto as Exhibit A.
  5. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed sufficiently given when delivered or mailed in the manner set forth in the Credit Agreement.
  6. Any provision in the Credit Agreement that pertains to this Assignment shall be deemed to be incorporated herein as if such provision were fully set forth in this Assignment. In the event of any conflict between the terms of this Assignment and the terms of the Credit Agreement, the terms of the Credit Agreement shall prevail.
  7. This Assignment is made for collateral purposes only and the duties and obligations of Assignor under this Assignment shall terminate when all sums due Assignee under the Loan Documents are paid in full and all obligations, covenants, conditions and agreements of Assignor contained in the Loan Documents are performed and discharged.
  8. THIS ASSIGNMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. TO THE GREATEST EXTEND PERMITTED BY LAW, ASSIGNOR HEREBY WAIVES ANY AND ALL RIGHTS TO RQUIRE MASHALLING OF ASSETS BY ASSIGNEE. WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT (EACH, A "PROCEEDING"), ASSISGNOR IRREVOCABLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDTION OF THE COMMONWEALTH AND FEDERAL COURTS HAVING JURISDICITON IN ALLEGHENY COUNTY, LAWRENCE COUNTY AND COMMONWEALTHJ OPENNSYLVANIA, AND (B) WAIVES ANY OBJECTION WHICH BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT ANY PROCEEDING HAS BEEN BROUGHT IN AN INCOVENIENT FORUM AND FUTHER WAIVES THE RITH TO OBJECT, WITH RESPECT O SUCH PROCEEDING, THAT SUCH COURT DOES NOT HAVE JURISDICTIONOVER SUCH PARTY. NOTHING IN THIS ASSIGNMENT SHALL PRECLUDE ASSIGNEE FROM BRINGING A PROCEEDING IN ANY OTHER JURISDICTION NOR WILL THE BRINGING OF A PROCEEDING IN ANY ONE OR MORE JURISDICTIONS PRECLUDE THE BRINGING OF A PROCEEDING IN ANY OTHER JURISDICTION. ASSOGNOR FURTHER AGREES AND CONSENTS THAT, IN ADDTION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY PROCEEDING IN ANY PENNSYLVANIA OR UNITED STATES COURT MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTE, DIRECTED TO ASSIGNOR AT THE ADDRESS INDICATED ABOVE, AND SERVICE SO MADE SHALL BE COMPLETE UPON RECEIPT; EXCEPT THAT IF ASSIGNEE SHALL REFUSE TO ACCETP DELIVERY, SERVICE SHALL BE DEEMED COMPLETE FIVE (5) DAYS FAFTER THE SAME SHALL HAVE BEEN SO MAILED.
  9. It is expressly intended, understood and agreed that this Assignment and the other Loan Documents are made and entered into for the sole protection and benefit of Assignor and Assignee, and their respective successors and assigns (but in the case of assigns of Assignor, only to the extent permitted hereunder); that no other person or persons shall have any right at any time to action hereon or rights to the proceeds of the Loan.
  10. Assignor and Assignee intend and believe that each provision in this Assignment comports with all applicable local, state or federal laws and judicial decisions. If any provision or provisions, or if any portion of any provision or provisions, in this assignment, however, is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision or public policy, and if such court should declare such portion, provision or provisions of this Assignment to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Assignor and Assignee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were

not contained therein and that the rights, obligations and interest of Assignor and Assignee under the remainder of this Assignment shall continue in full force and effect.

11. ASSIGNOR AND ASSIGNEE HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS ASSIGNMENT OR ANY OTHER BOND DOCUMENT OR RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP WHICH IS THE SUBJECT OF THIS ASSIGNMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Moved by **Mr. Del Signore** seconded by Mr. Craig to approve said resolution. Motion carried 3-0.

#### Ordinances

- A. On the Table: None
- B. Remove from Table: None
- C. For final action: None

#### Fiscal Reports

- A. Proposals: None
- B. Receipt of bids/proposals: None
- C. Fiscal report: None
- D. Report on Quotes: None
- E. Warrant Register:
  - 1. January 17, 2013 through February 25, 2013

Moved by **Mr. Craig** seconded by Mr. Del Signore to accept and file the warrant register. Motion carried 3-0.

#### ANNOUNCEMENTS

- A. The next Commissioners' Public Meeting will be held on Tuesday, March 5, 2013 at 10:00 a.m. in the Commissioners' Meeting Room.

#### PUBLIC COMMENTS

None

#### ADJOURNMENT

Moved by **Mr. Craig** seconded by Mr. Del Signore to adjourn the Lawrence County Commissioners meeting dated Tuesday, February 26, 2013 at 10:40 a.m. Motion carried 3-0.