

St. Clairsville, Ohio

January 18, 2012

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 Jayne Long, 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. Probst, seconded by Mr. Coffland, 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.

Claim of	Purposes	Amount
A-Asayo Creative, Inc.	Misc. web designing, oil & gas business/General Fund	2,500.00
A-Belmont Co. Prosecutor FOJ	FOJ Monies 2012/General Fund	57,851.50
A-ESRI Sales, Inc.	Maintenance agreement-GIS Projects/General Fund	6,364.00
A-Kalkreuth Roofing & Sheet Metal, Inc.	Roof Repairs-Adult Probation Bldg./General Fund	18,634.78
A-PaGAS Directory	Business Listing/General Fund	3,000.00
C-Pure Water Finance	Water/Mediation Fund/Probate Court	79.95
E-AT&T	Wireless phone/911	560.90
G-Belmont Co. Tourism Council, Inc.	January Operating Expenses/Lodging Excise Tax Fund	20,000.00
K-Co. Engineers Assoc. of Ohio	Registration/Engineer MVGT Fund	450.00
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	1,369.99
O-Ohio Dept. of Development	Pay Off Loan/ Fox Commerce Park/St OH Loan Repay Fund	136,423.06
O-Ohio Water Dev. Authority	Loan Payment/Mt. Victory Bond Retirement Fund	6,387.20
S-Assoc. of Municipal/County Judges of Ohio	Registration for winter conference/Northern Ct. Gen. Spec. Projects	250.00
S-AT & T Mobility	Internet/Northern Div. Court Computer Fund	61.05
S-Comcast	Internet/Clerk of Courts Computer Fund	160.00
S-CourtView Justice Solutions	Software Maintenance/Eastern Div. Ct. Computer Fund	864.00
S-ERB Electric	Service call/Eastern Ct. Gen. Special Projects Fund	78.00
S-TSG	Data Back-up/Eastern Ct. Computer Fund	57.12
S-US Postal-CMRS-FP	Postage/Northern Ct. General Special Projects Fund	10,000.00
S-Vista Solutions Group	Imaging software/Northern Div. Ct. Computer Fund	3,943.51
W-Matthew Bender & Co.	Books/Law Library Fund	3,931.17
W-Wolters Klower	Subscriptions/Law Library Fund	879.06
Y-Bethesda, Village of	Water Line Relocation/County Motor Vehicle License Tax Fund	13,216.44
Y-Bridgeport, Village of	Patching various streets/County Motor Vehicle License Tax Fund	3,892.75

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for January 18, 2012 as follow:

FUND	AMOUNT
A-GENERAL	\$5,750.35; \$21,336.69; \$90,842.83; \$12,641.97
A-GENERAL/AUDITOR	\$1,019.47
A-GENERAL/JUVENILE COURT	\$66.00
A-GENERAL/SHERIFF	\$63,296.73
A-GENERAL/911	\$3,194.83
B-Dog Kennel	\$433.58
B-Enforcement Education Fund	\$68.00
H-Job & Family, CSEA	\$4,812.07
H-Job & Family, Public Assistance	\$1,387.30; \$3,735.08; \$1,070.76; \$1,649.79
H-Job & Family, WIA	\$3,808.47; \$12,329.99; \$237,123.74
J-Real Estate Assessment	\$5,750.00
K-Engineer MVGT	\$23,322.61; \$822.28
M-Juvenile Ct. – Intake Coordinator	\$70.61
M-Juvenile Ct. Truant Officer Grant	\$16.65
S-Certificate of Title Adm. Fund	\$168.79
S-District Detention Home	\$1,412.87
S-Job & Family, Children Services	\$532.00; \$19,000.51
S-Job & Family, Senior Programs	\$16,793.75; \$224.85; \$2,800.00; \$11,123.31
S-Juvenile Ct. Computer Fund	\$172.95
S-Juvenile Ct. Gen. Special Projects	\$422.52
S-Oakview Juvenile Residential Center	\$1,063.25
S-Sheriff CCW	\$2,093.00
S-Sheriff Commissary	\$1,557.50
S-Western Div. Court Computer Fund	\$1,941.59

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE MT. VICTORY BOND RETIREMENT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Mt. Victory Bond Retirement Fund.

FROM	TO	AMOUNT
E-9311-O011-O04.055 Other Expense	E-9311-O011-O01.050 Bond Payment	\$ 9,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR
THE COMM-BASED CORRECTIONS ACT GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the Comm-Based Corrections Act Grant Fund.

FROM	TO	AMOUNT
E-1520-S077-S08.010 Supplies	E-1520-S077-S01.002 Salaries	174.88
E-1520-S077-S08.010 Supplies	E-1520-S077-S01.002 Salaries	1,339.55
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S01.002 Salaries	327.07
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S01.002 Salaries	500.00
E-1520-S077-S03.003 PERS	E-1520-S077-S01.002 Salaries	500.00
E-1520-S077-S02.005 Medicare	E-1520-S0770S01.002 Salaries	<u>183.14</u>
TOTAL		3,024.64

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF DECEMBER, 2011 AND JANUARY, 2012**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following transfer of funds for the Vision Insurance Chargebacks for the months of December, 2011 and January, 2012

FROM	TO	AMOUNT
A014-A11 E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,316.94
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	107.28
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	141.03
B000-B01 E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
L005-L15 E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	27.72
M067-M05 E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
M060-M75 E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	55.44
M060-M29 E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	39.78
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	409.86
S078-S14 E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	91.62
W082-T07 E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
S070-S06 E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	69.30
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
W080-P07 E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	39.78
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
S087-S03 E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	27.72
B100-B10 E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	55.44
S074-S05 E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	27.72
T077-T01 E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
F082-F01 E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	5.00

F077-F01 E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	40.00
F078-F02 E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	1.00
F080-F01 E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	5.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	22.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	287.36
S049-S63 E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	122.94
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	412.20
H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	27.72
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	63.90
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	559.26
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	206.10
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	111.32
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	375.08
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	78.56
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	88.56
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	13.04
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	4.84
T075-T52 E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	110.88
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	150.66
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	329.04
W081-P07 E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	0.00
TOTAL		8,534.97

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE DELTA DENTAL CHARGEBACKS FOR THE MONTHS OF DECEMBER 2011 AND JANUARY 2012

FROM	TO	AMOUNT
A014-A12 E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	15,471.86
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	384.04
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	505.77
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	205.76
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	140.58
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	18.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	4.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	18.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	77.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	22.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	143.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	1,055.44
B000-B01 E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,443.50
S078-S14 E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	421.74

W082-T07 E-1410-W082-T07.006 DRE TAC-TREAS.	R-9891-Y091-Y07.500	0.00
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
W080-P07 E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	140.58
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
S087-S03 E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	102.88
B100-B10 E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	205.76
S074-S05 E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	102.88
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	449.22
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,515.72
H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	102.88
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	215.98
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	205.76
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	398.34
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,341.06
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	333.40
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	257.64
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	55.76
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	20.92
Y090-Y14 E-9890-Y090-Y14.000 WATER/SEWER	R-9891-Y091-Y07.500	0.00
T075-T52 E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	411.52
S070-S06 E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	257.20
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	552.10
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,207.08
W081-P07 E-1510-W081.P07.006 PROSECUTOR DRE TAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	0.00
TOTAL		28,339.47

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF DECEMBER 2011 AND JANUARY 2012**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following transfer of funds for the Express Scripts Chargebacks for the months of December 2011 and January 2012

FROM	TO	AMOUNT
A014-A13 E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	29,262.20
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	814.84
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	1,670.55
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	2,636.10
S078-S14 E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	0.00
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	462.34
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	217.12
W080-P07 E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	298.86
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	217.12
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
S087-S03 E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	217.12
B000-B01 E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y08.500	0.00
B100-B10 E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	434.24

S074-S05 E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y08.500	0.00
L005-L15 E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y08.500	81.74
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	217.12
S049-S63 E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	81.74
S066-S79 E-2410-S066-S80.000 MENTAL RETARDATION	R-9891-Y091-Y08.500	8,716.74
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	20,680.82
H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	1,862.26
F082-F01 E-2230-F082-F01.002 PREP	R-9891-Y091-Y08.500	30.00
F078-F02 E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	6.00
F080-F01 E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y08.500	30.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y08.500	130.00
T077-T01 E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	37.00
F077-F01 E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y08.500	240.00
E001-E15 E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	1,773.24
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	217.12
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	462.34
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	298.86
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	217.12
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	729.56
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	2,350.60
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	578.34
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	664.12
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y08.500	96.18
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	36.00
M067-M05 E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	217.12
M060-M75 E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	434.24
M060-M29 E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	298.86
T075-T52 E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	651.36
S070-S06 E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y08.500	4,609.60
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	896.58
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	2,117.56
W081-P07 E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
W082-T07 E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	0.00
TOTAL		84,992.71

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR DECEMBER, 2011**

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of December, 2011.

**Gross Wages P/E 12/03/11 to 12/31/11.
GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	8,208.01
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	415.52
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,831.54
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,997.69

CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	5,525.29
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,061.02
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,077.92
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	959.64
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,402.97
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	10,422.33
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	6,491.20
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	2,505.03
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,011.93
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,563.99
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	9,621.74
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,080.52
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	6,508.74
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	5,446.11
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	4,353.82
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,207.41
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,277.09
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,973.83
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	4,042.94
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	37.31
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>344.88</u>
			107,368.47
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,340.00
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	6,413.23
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	659.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	1,127.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	305.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	581.00
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	250.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	648.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,449.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	82,377.19
FLOOD GRANT-HUMAN SERV	E-2600-H005-H01.000	R-9895-Y095-Y01.500	7,625.36
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,414.31
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,057.07
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,975.46
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	16,244.09
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	6,258.38
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	497.77
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	453.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,324.40
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	1,393.73
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	771.25
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	243.32
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	732.65
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,673.53
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	12,522.60
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	907.57
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,000.83
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	308.78
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	53.08
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	174.69
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,171.14
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	9,105.44
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,363.38
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,362.48
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	31,702.97
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	13,953.65
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,123.47
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,591.17
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	403.20
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	486.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	395.30
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	1,162.82

COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	259.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	4,000.20
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	13.89
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.69
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	704.73
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	565.75
			357,797.64

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE 911 WIRELESS FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2012.

E-2301-E011-E01.011 Contract Services \$ 15,084.49

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE JUVENILE COURT ALTERNATIVE SCHOOL FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2012.

FUND	AMOUNT
E-0400-M067-M01.002	
Salaries	3,515.25
E-0400-M067-M05.008	
Insurances	6,000.00
E-0400-M067-M06.012	
Equipment	<u>1,000.00</u>
TOTAL	10,515.25

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE DRUG COURT DONATIONS FUND/JUVENILE COURT

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2012.

Fund	Title	Amount
DRUG COURT DONATIONS		
E-0400-M072-M05.000	Other Expenses	\$ 6.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS JUVENILE COURT FUNDS

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 4, 2012.

E-0400-M078-M01.002	Salaries	\$50,000
E-0400-M067-M01.002	Salaries	\$12,000
E-0400-M060-M25.002	Salaries C-Cap	\$10,000
E-0400-M060-M71.002	Salaries Substance Abuse	\$10,000
E-0400-M079-M01.002	Salary	<u>\$5,000</u>
	Total	\$87,000

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Ms. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE FOX COMMERCE PARK O-14 FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2012.

E-9208-O014-005.050 Fox Comm Prk/St OH Repay Loan \$136,423.06

(Payoff of \$400,000 ODOD Rural Industrial Park Loan-Loan #26-01-01)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE STATE HOMELAND SECURITY GRANT/EMA**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2012.

E-1723-P093-P13.000 Other Expenses DOJ09 \$ 20,785.32

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S025 CHILDREN SERVICES FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2012.

S025 CHILDREN SERVICES FUND

E-2766-S025-S10.074 Transfers Out \$ 75,301.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHAB S030 FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2012.

OAKVIEW JUVENILE REHAB S030

E-8010-S030-S40.000	Grant Holding Account	\$	5,728.42
E-8010-S030-S51.002	Salaries	\$	140,000.00
E-8010-S030-S53.000	Medical	\$	4,852.00
E-8010-S030-S55.010	Supplies	\$	992.17
E-8010-S030-S56.000	Motor Vehicles	\$	743.75
E-8010-S030-S57.000	Travel & Staff Development	\$	0.00
E-8010-S030-S58.000	Communications	\$	3,647.50
E-8010-S030-S59.000	Fuel/Utilities	\$	21,748.77
E-8010-S030-S60.000	Maintenance & Repair	\$	0.00
E-8010-S030-S63.000	General	\$	0.00
E-8010-S030-S65.000	Indirect Costs	\$	0.00
E-8010-S030-S66.003	PERS	\$	19,022.00
E-8010-S030-S67.004	Workers' Compensation	\$	5,434.75
E-8010-S030-S68.006	Hospitalization	\$	33,717.00
E-8010-S030-S69.007	Unemployment Compensation	\$	0.00
E-8010-S030-S70.005	Medicare	\$	1,970.25

TOTAL \$ **237,856.61**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR N.S.L.A. OAKVIEW JUVENILE S031 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2012.

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000	Food (Meal Tickets)	75.00
E-8011-S031-S02.000	Food (NSLA)	<u>1,694.87</u>
TOTAL		1,769.87

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 4, 2012.

E-1582-S085-S08.000	Computer Expenses	\$ 2,255.58
E-1589-S096-S12.000	Other Expenses	\$10,000.00
E-1589-S096-S11.012	Equipment	\$ 5,000.00
E-1589-S096-S10.010	Supplies	\$ 587.78
E-0400-M075-M01.000	Other Expenses	\$84,443.05

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Ms. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2012.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T01.000	Grants	\$ 103,966.00
Draw Number 143 & 144 – Grant #B-F-10-1AG-1		

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2012.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T03.000	CDBG Escrow Account “CHIP”	\$ 41,159.00
Draw No. 145 – Grant #B-C-09-1AG-1 & #B-C-09-1AG-2		

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY PROSECUTOR’S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2012.

E-1511-W080-P01.002	Salaries	\$ 2,453.72
E-1511-W080-P05.003	PERS	294.52
E-1511-W080-P07.006	Hospitalization	<u>2,047.76</u>
TOTAL		\$ 4,796.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	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 January 18, 2012 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:
BCDJFS – Linda Wells, Lawrence Wehr & Senior Members to travel to Quaker City, OH, on Jan. 12, 2012, for a Barnesville Senior Center outing. Estimated expenses: \$40.00

Michael McBride and Senior Members to travel to Happy Garden Chinese Buffet for a Powhatan Senior Center outing. Estimated expenses: \$24.00

Michael Schlanz and Richard Vannelle to travel to Jackson, OH, on Jan. 26, 2012, to attend a Disaster NEG-ODNR Wildlife Meeting.

John LaRoche to travel to Sugarcreek, OH, on March 7-9, 2012, to attend 18th Annual Eastern Ohio Supervisory Conference. Estimated expenses: \$354.17

JUVENILE COURT - Probation Officers Courtney Cook and John Markus to travel to Wooster, OH, on Jan. 18, 2012, to visit a youth on probation who is placed in a treatment facility.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MINUTES OF REGULAR
BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of December 20 and December 28, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING REGULAR BOARD OF
COMMISSIONERS MEETING AT THE UNITED STEELWORKERS**

LOCAL 1238 IN MARTINS FERRY

Motion made by Mr. Probst, seconded by Mr. Coffland to hold the regular meeting of the Belmont County Board of Commissioners on Wednesday, February 1, 2012, beginning at 10:30 a.m. at the United Steelworkers Local 1238, 705 Main Street, Martins Ferry, Ohio, and to reconvene at 1:00 p.m. in the commissioners' meeting room at the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSIONER
COFFLAND TO EXECUTE THE WATER POLLUTION CONTROL
LOAN FUND AGREEMENT/NEFFS SANITARY SEWER PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Matt Coffland to execute the Water Pollution Control Loan Fund Agreement by and among the Ohio EPA, the Ohio Water Development Authority (OWDA) and Belmont County for the Neffs Sanitary Sewer Project Phase I in the amount of \$500,000.00 for a 20 year term at 0.0% interest; initial payment due 7/1/13.

WATER POLLUTION CONTROL LOAN FUND AGREEMENT

This Agreement made and entered into as of the date specified on Exhibit 1 (fully incorporated herein and made a part hereof) as the "Effective Date," by and among the Director of Environmental Protection (the "Director"), as the Director of the Environmental Protection Agency of the State of Ohio, an agency duly created and existing under the laws of the State of Ohio, the Ohio Water Development Authority, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Ohio Revised Code (the "OWDA," and together with the Director, the "State"), and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or resolution passed by the legislative authority of the Borrower on the date specified on Exhibit 1 as the "Resolution Date" (the capitalized terms not defined in the recitals being as defined in Article I herein);

WITNESSETH

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the State, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the State for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the State, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, Title VI of the Clean Water Act, as amended (the "CWA"), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a state water pollution control revolving loan fund; and

WHEREAS, pursuant to the CWA, states can provide loans and other types of financial assistance from a water pollution control revolving loan fund to local communities and intermunicipal and interstate agencies for the construction of publicly-owned wastewater treatment facilities as defined in Section 212 of the CWA and for the implementation of nonpoint source pollution control management programs and development and implementation of plans under the estuary protection programs; and

WHEREAS, the Ohio General Assembly has created a water pollution control loan fund ("WPCLF") pursuant to Ohio Revised Code Section 6111.036 to provide loans and other types of financial assistance as set forth in said Section; and

WHEREAS, to assist the Director (whenever the term "Director" is used herein, such term shall also be deemed to include the Director's designated representative(s), if any) in providing loans and other types of financial assistance from the WPCLF, and to assist in the administration and operation of the WPCLF as authorized by the Ohio Revised Code Section 6111.036, the Director has entered into an Interagency Agreement with OWDA; and

WHEREAS, the Borrower is desirous of obtaining financing for necessary Project Facilities, using funds from the WPCLF; and

WHEREAS, the State is willing to provide financing to the Borrower for such Project Facilities, and the Director has determined that the Borrower has complied with the requirements of Ohio Revised Code Section 6111.036, and is therefore eligible for financial assistance for its Project Facilities under the CWA and said Section; and

WHEREAS, the Borrower has demonstrated to the satisfaction of the State that it has the capability to pay the Semi-Annual Payment over the Contract Period of Years; and

WHEREAS, the State and the Borrower have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1. Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Application Fee" means a charge levied and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the Agreement. This fee is not an Eligible Project Cost and is in addition to the Semi-Annual Payment. The fee is calculated at thirty five hundredths of one percent (.35%) of the estimated Eligible Project Costs, or four hundred dollars (\$400.00), whichever is the greater.

(b) "Approved Application" means the application submitted to the Director on the date shown on Exhibit 1 as the "Application Date," together with all attachments, supporting documentation, amendments and supplements thereto as approved by the State, together with any amendments thereto approved by the Borrower and the State after the date of this Agreement.

(c) "Borrower" means the entity identified on Exhibit 1, which is an entity eligible to receive assistance under Section 603(C) of the CWA and ORC Section 6111.036.

(d) "Capitalized Interest Rate" means the effective rate of interest at which interest accrues on Principal Amounts disbursed during the construction period from the date of such disbursement.

(e) "Contract Interest Rate" means the interest rate per annum shown on Exhibit 1 as "Interest Rate."

(f) "Contract Period of Years" means the period of calendar years shown on Exhibit 1 as "Term In Years," commencing on the Date of Initial Payment to the WPCLF as set forth on the project schedule on Exhibit 1, provided that it shall commence no later than twelve (12) months following the actual Initiation of Operation of the Project Facilities, as presently determined in the project schedule, but in no event shall the Contract Period of Years exceed 20 years.

(g) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(h) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the proviso below), costs that may be disbursed out of funds from the WPCLF, a description and distribution of which, subject to paragraphs 4.1. hereof, is shown on Exhibit 1, which is hereby incorporated into this Agreement, and revision to which Exhibit can occur only with the agreement of the State and Borrower; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the State, the payment of such costs by the State would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation.

(i) "Facilities Plan" means all materials developed by the Borrower and the Director, including the Director's approval and any applicable conditions, in satisfaction of Ohio Revised Code Section 6111.036 (K)(7).

(j) "Finding of No Significant Impact" or "FNSI" means all materials developed by the Borrower and the Director in satisfaction of Ohio Revised Code Sections 6111.036 (K)(5) and (L).

(k) "Initiation of Operation" means the date that all Project Facilities are in full and sustained operation as planned and designed.

(l) "Participation Rate" means the dollar amount per semi-annual period necessary to amortize a principal amount of one dollar over the Contract Period of Years at the Contract Interest Rate.

(m) "Performance Certification" means the certification by the Borrower that the Project Facilities are meeting the agreed upon performance criteria on the date one year after Initiation of Operation of the Project Facilities.

(n) "Performance Criteria" means the standards set forth by the Director and agreed to in writing by the Borrower which the Borrower shall meet for the design life of the Project Facilities.

(o) "Pledged Revenues" means the one or more dedicated sources of revenue for payment of the Semi-Annual Payment, all as described in Exhibit 2, which shall include, unless otherwise indicated on Exhibit 2, Wastewater Service Charges and other revenues derived by the Borrower from the ownership and operation of its wastewater system (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the system and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the Borrower to secure debt obligations heretofore or hereafter issued or incurred by the Borrower for the system. These Pledged Revenues shall constitute a Dedicated Repayment Source, as defined in the CWA.

(p) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit 1 attached hereto and made a part hereof and more particularly described in the approved plans and specifications on file with the Director, together with any changes therein made pursuant to Article III hereof, but does not include facilities which are a part of the WRRSP Project.

(q) "Project Participation Principal Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds from the WPCLF, which costs shall in no event exceed the amount specified on Exhibit 1 as the "Principal Amount."

(r) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of Project Facilities, but does not include the WRRSP Site.

(s) "Semi-Annual Payment" means the amount equal to the Project Participation Principal Amount multiplied by the Participation Rate. An estimate of the Semi-Annual Payment based on the Principal Amount and the Participation Rate is specified on Exhibit 1 beneath the Principal Amount. A portion of Semi-Annual Payment will be deposited into an account to offset Ohio EPA administrative expenses.

If the Contract Period of Years commences prior to the final determination of the Project Participation Principal Amount, the Semi-Annual Payment shall be based upon the best figures available at the time the computation of each semi-annual payment is required to be made. When such final costs are known, the Semi-Annual Payment shall be recomputed and the next following semi-annual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Project Participation Principal Amount been used in computing the Semi-Annual Payment at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(t) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Facilities including repayment of the loan provided for herein. In such cases where assessments are to be levied, Exhibit 2 sets out the Resolution of Necessity adopted by the appropriate legislative authority.

(u) "Wastewater Service Charge" means a charge against the user payable to the Borrower for the collection or collection and treatment of wastewater and for the provision of the facilities thereof.

(v) "WRRSP Project" means the actions and facilities, including the manner of their implementation and maintenance, which have been approved by the Director under the WPCLF's Water Resources Restoration Sponsor Program and identified by the approved WRRSP Restoration / Protection Plan.

(w) "WRRSP Restoration / Protection Plan" means all materials developed by the Borrower, including materials developed by the Implementer and submitted by the Borrower, in satisfaction of the requirements of the Director to approve a WRRSP Project for assistance, including the Director's approval and any applicable conditions.

(x) "WRRSP Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the implementation, construction, and operation of the WRRSP Project.

ARTICLE II – PROPERTY INTEREST IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1 All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the Borrower.

Section 2.2 The Borrower agrees that the State or its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site, WRRSP Site, WRRSP Project location, and Project Facilities and to examine and inspect the same. The Borrower further agrees that the State or its designated representatives shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III – ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES, AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the Borrower shall do all things necessary to construct the Project Facilities on the Project Site (which the Borrower hereby represents has been acquired by the Borrower) by means of the construction contract bids received on the date specified on Exhibit 1 as "Bid Opening."

Section 3.2. In connection with the construction of the Project Facilities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Facilities in accordance with the specific terms and conditions of each of the following: the approved facilities plan, the Finding of No Significant Impact, the approved project schedule, and the approved project detailed plans and specifications, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

(b) The construction contract(s) will provide that the designated representatives of the State will have access to the work whenever it is in preparation or progress and that the contractor will provide for such access and inspection.

(c) The construction of the Project Facilities on the Project Site, including the letting of contracts in connection therewith, will conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(d) Following construction contract award and prior to the commencement of construction, the Borrower will arrange and conduct a pre-construction conference to include the Borrower, the consulting engineers of the Borrower, and all contractors, and designated representatives of the State as appropriate or necessary.

(e) All construction contracts and contractors' estimate forms will be prepared so that materials and equipment furnished to the Borrower may be readily itemized by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.

(f) The Borrower will not submit requests for disbursement of non-Eligible Project costs. If, based on a payment request submitted by the Borrower, the State disburses funds from the WPCLF which are subsequently determined to be for non-Eligible Project Costs, the State will be under no obligation to provide WPCLF funding beyond the Eligible Project Costs as shown on Exhibit 1, as amended.

(g) Any change or changes in a construction contract regardless of costs which substantially modify the proposed Project Facilities or alter the direct or indirect impact of the Project Facilities upon the environment will be submitted to the Director for prior approval and then,

upon approval, be forwarded to the OWDA. The Borrower shall be precluded from submitting to the OWDA payment requests for the Eligible Project Costs associated with the change orders until such time as the Director's approval of the change orders has been obtained.

(h) Change orders not requiring prior approval of the State will be submitted to the Director within one (1) month of the time at which they are approved by the Borrower. The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the change orders until such time as the Director's approval of the change orders has been obtained.

(i) The Borrower will comply with all certifications and assurances as agreed to in the Application Compliance Certification, signed by the Authorized Representative of the Borrower, and incorporated as Exhibit 3, attached hereto and made a part hereof.

(j) The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs unless the Borrower is in full compliance with the certifications and assurances made in the above referenced Application Compliance Certification.

(k) Except as otherwise provided in this Agreement, the Borrower shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.3. The Borrower shall keep accurate records of the Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Accounting Standards (GAGAS). The Borrower shall permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of said audit and examination, which examination may include examination for compliance with the CWA and Ohio Revised Code Section 6111.036, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

Section 3.4. The Borrower shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.

Section 3.5. The Borrower shall require that each of its contractors and all subcontractors maintain during the life of its contract, Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance if appropriate, in amounts and on terms satisfactory to the State. Until the Project Facilities are completed and accepted by the Borrower, the Borrower or (at the option of the Borrower) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a 100 percent basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the Director, the OWDA, the Borrower, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.6. The Borrower shall provide and maintain competent and adequate engineering services; said services covering the supervision and inspection of the development and construction of the Project Facilities in accordance with the specific terms and conditions of each of the following: the approved project facilities plan, the Finding of No Significant Impact, and the approved project detailed plans and specifications, or State approved amendments thereto.

Section 3.7. Subject to the terms and conditions of this Agreement, the approval of the Director, and upon compliance by the Borrower with all the requirements of the WPCLF, the Ohio Revised Code Section 6111.036, and the CWA, which must be met before receiving disbursement of Eligible Project Costs from the OWDA, the Eligible Project Costs shall be disbursed by the OWDA. In the event this Agreement is terminated by the State pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether or not in breach of the Agreement, the Project Participation Principal Amount disbursed shall be due and payable in full no later than thirty (30) calendar days after said termination, or, at the State's option, upon terms mutually agreed to between the State and the Borrower.

Section 3.8 Upon being satisfied that the requirements of this Agreement have been met, the OWDA shall deliver to the Borrower a certificate, signed by the trustee for the WPCLF (hereinafter referred to as the "Trustee", which has entered into a Trust Agreement with the Director and the OWDA to provide for the administration of the WPCLF), certifying that monies in the amount necessary to pay all Eligible Project Costs are available or are within the present WPCLF Federal letter of credit ceiling and have been set aside by the Trustee to pay such Eligible Project Costs. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the Borrower, subject to the terms and provisions of this Agreement and the Interagency Agreement, and in accordance with the requirements of paragraph (j) of Section 3.2, above, the OWDA shall cause the Trustee to disburse monies of the WPCLF in payment of the invoices, demands for payment, or other evidence of cost incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated Eligible Project Costs.

Section 3.9. Upon completion of the Project Facilities, the Borrower shall make a full and complete accounting to the State of the final Eligible Project Costs.

Section 3.10. The Borrower shall comply with the following requirements in accordance with the time schedule contained in Section 3.11. hereof:

(a) In addition to the legislation required by this Agreement in the preambles, the Borrower, through its legislative body, shall pass legislation, to implement the system of user charges (Operation, Maintenance, and Replacement expenses) and the sewer use ordinance that was contingently approved by the Director prior to the execution of this Agreement. In addition, as appropriate, the Borrower shall execute an approved intermunicipal service agreement, as described in the State of Ohio EPA Guidance for a User Charge System, as amended.

(b) The Borrower shall complete all activities and documents provided in the Operation and Maintenance (O&M) Program Plan as amended.

(c) If deemed necessary by the approved Facilities Plan, the Borrower shall be in compliance with any required sewer system evaluation and rehabilitation schedules, as described in the approved Facilities Plan, accepted in the Approved Application, and incorporated into this Agreement on Exhibit 2 as "Special Terms and Conditions," and made a part hereof.

(d) The Borrower shall comply with appropriate "fair share" goals for utilization of minority business enterprises ("MBE") and women's business enterprises ("WBE") as well as MBE/WBE reporting requirements as described in the MBE/WBE Guidance, as amended.

(e) On the date one year after Initiation of Operation of the Project Facilities, the Borrower shall prepare and submit to the Director the Performance Certification report and Performance Certification, a form of which is set forth in Exhibit 4 attached hereto and made a part hereof. Should the Project Facilities not be in compliance with the Performance Criteria, on the date one year after Initiation of Operation of the Project Facilities, the Borrower will prepare and submit to the Director a corrective action report outlining what tasks are necessary to meet the Performance Criteria, and setting forth a schedule, acceptable to the State, which will allow the Borrower to meet said Performance Criteria.

Section 3.11. The Borrower shall be in conformance with the requirements of Section 3.10. above and in compliance with the following:

(a) By the time 50% of the Eligible Project Costs to be reimbursed by WPCLF moneys have been disbursed by OWDA, the Borrower must demonstrate, to the satisfaction of the State, that it has completed the requirements of paragraph (a) of Section 3.10. above.

(b) No later than one year after Initiation of Operation, the Borrower shall complete all activities and documents provided in the O&M Program Plan and participate in a final evaluation meeting.

(c) At any time during the effective period of this Agreement, the Borrower must demonstrate, to the satisfaction of the State, that it is in compliance with the requirements of paragraphs (c) and (d) of Section 3.10. above, as the compliance relates to construction of the Project Facilities.

Except as related to paragraphs (c) and (d) of Section 3.10. above, upon the failure of the Borrower to comply with the provisions of Section 3.10 and 3.11 herein as determined by the Director, the OWDA shall employ consulting engineers or other qualified personnel to perform any services necessary for the implementation of such requirements. All costs incurred by the OWDA in the employment of said personnel will be included in the Eligible Project Costs of the Project Facilities. Additionally, during the period of non-compliance with any of the requirements, the Borrower shall be precluded from submitting payment requests as noted in paragraph (k) of Section 3.2. above and the State shall not be obligated to approve such requests during such period of non-compliance.

ARTICLE IV – PAYMENTS BY BORROWER

Section 4.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the Application Fee and thereafter, semi-annually on January 1, and July 1 of each year of the Contract Period of Years to the WPCLF, the Semi-Annual Payment, solely from the Pledged Revenues.

The obligation of the Borrower to pay the charges set forth in this Section 4.1 shall not be assignable, and the Borrower shall not be discharged therefrom, without the prior written consent of the State. In the event that construction or operation of the Project Facilities shall cease or be suspended for any reason, unless otherwise agreed to in writing by the State, the Borrower shall continue to be obligated to pay such charges pursuant to this Section 4.1. In the event the Borrower defaults in the payment of the Semi-Annual Payment, the amount of such default shall bear interest at the Default Rate from the date of the default until the date of the payment thereof. All costs incurred by the State in curing such default including, but not limited to, court costs and attorney's fees shall be paid by the Borrower upon demand, and shall not be eligible for inclusion in a WPCLF Loan Agreement.

In the event that the Borrower fails to make a full Semi-Annual Payment as provided herein, the amount of any such partial payment first shall be applied as interest on the loan, with the remainder being applied toward the payment of the outstanding principal.

With respect to this Agreement, neither the general resources nor the general credit of the Borrower shall be required to be used, or pledged for the performance of any duty under this Agreement. This Agreement does not represent or constitute a debt or a pledge of the faith and credit of the Borrower. However, if otherwise lawful, nothing herein shall be deemed to prohibit the Borrower from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than the fifteenth day of June, and December, the OWDA shall invoice the Borrower for the sum owing by the Borrower pursuant to Section 4.1. and that payment of each such invoice shall be made by the Borrower to the OWDA not later than the first day of the following July or January. No failure by the OWDA to send any such invoice and no failure by the Borrower to receive any such invoice shall relieve the Borrower from its obligation to pay the amount due hereunder on the applicable due date.

Section 4.3. The Borrower hereby agrees:

(a) That it will at all times prescribe and charge such rates, after meeting: (1) operation and maintenance expenses therefore, and (2) if required by the Director pursuant to Ohio Revised Code Section 6111.036, a contribution to the Borrower's Capital Improvements Fund and, (3) the payment of all amounts required by any Mortgage, Indenture of Mortgage, Trust Indenture or other instrument heretofore or hereafter granted by the Borrower, or contractual obligations between the Borrower and the State, payable solely from Pledged Revenues, as shall result in revenues at least adequate, to provide for the payments required by Section 4.1. hereof minus the amount of such payment provided from other Dedicated Repayment Sources, if any, and

(b) That the Borrower will, for the contract Period of Years, furnish annually to the State reports of the operation and income of the Project Facilities and also an annual report of the accounts and operations of the Project Facilities and such other documents as the State may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the Borrower will permit the designated representative of the State to inspect all records, accounts and data of the Project Facilities at all reasonable times, and

(c) That the Borrower will segregate the revenues, funds and properties of the Project Facilities from all other funds and properties of the Borrower.

All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Borrower within the meaning of Ohio Revised Code Section 2731.01.

Section 4.4. If the Borrower pays all or any portion of the Semi-Annual Payment from Special Assessment Funds, and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the Borrower may elect to apply the amount of such payment to the reduction of the Project Participation Principal Amount by including that amount with its next Semi-Annual Payment pursuant to Section 4.1. hereof, accompanied by a written notice to the State identifying the amount so included and directing the State so to apply that amount. Upon the receipt of such payment and notice, the OWDA shall recompute the remaining Semi-Annual Payments based on the reduced Project Participation Principal Amount, and the OWDA shall notify the Borrower in writing of the reduced amount of the remaining Semi-Annual Payments.

Section 4.5. The Borrower agrees to provide financing for all non-Eligible Project Costs. As a preliminary indication of that commitment, the Borrower has provided evidence that financing is readily available for all non-Eligible Project Costs which will be or may be incurred by the Borrower in connection with construction of the Project Facilities.

Section 4.6. The Borrower agrees that, in the event the Borrower or its contractors receives WPCLF moneys in excess of the Eligible Project Costs, the Borrower shall repay said excess moneys to the WPCLF at the time of the first Semi-Annual Payment, or as otherwise agreed to by the Borrower and the State.

Section 4.7. In order to enable the State to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), the Borrower agrees to prepare and file with the State or, at the direction of the State, to file with the Municipal Securities Rulemaking Board ("MSRB"), any one or more nationally recognized municipal securities information repositories ("NRMSIRs") or state information depository ("SID"), any annual financial information or material events disclosures that the State may determine it requires to achieve such compliance. The Borrower consents to the State's incorporation by reference into State official statements or other State filings with MSRB, any NRMSIR, or any SID of any official statements or portions thereof, financial statements, or other documents that the Borrower may have filed or may file with the MSRB, any NRMSIR, or any SID. In the event the Borrower fails to prepare any financial statement or other financial information that this Section requires the Borrower to prepare and file with or at the direction of the State, then the State shall have the right (in addition to any other rights it may have to enforce the obligations of the Borrower hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof.

ARTICLE V – MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The Borrower agrees that during the Contract Period of Years it will:

(a) Operate the Project Facilities in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and

(b) Keep the Project Facilities including all appurtenances thereto and the equipment and machinery therein in good repair and good operating condition at its own cost so that the completed Project Facilities will continue to operate with substantially the same efficiency as when first constructed.

The Borrower shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site and the Project Facilities from time to time; provided that the cost of any additions, modifications and improvements shall be paid by the Borrower, and the same shall be the property of the Borrower and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be; and provided further that the Borrower shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site or the Project Facilities, the result of which would be a material decrease in the Dedicated Repayment Source without first obtaining the written consent of the State thereto.

Section 5.2. The Borrower agrees that it will initiate operation of the Project Facilities in accordance with the Project Schedule, as amended, and will not discontinue operation of the Project Facilities without the approval of the Director. The Borrower agrees that it will provide adequate operation and maintenance of the Project Facilities to comply with all applicable rules and regulations of the Director. The Borrower agrees that, in accordance with its NPDES permit and the Operation and Maintenance Program sufficient qualified operating

personnel certified by the State of Ohio will be retained by the Borrower to operate the Project Facilities, and all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities from the time of Initiation of Operation until the end of the Contract Period of Years or the approval of the discontinuance of the operation of the Project Facilities by the Director. The Project Facilities shall be operated and maintained in accordance with the sewer use ordinance or resolution governing the use of the Project Facilities and any administrative regulations adopted pursuant thereto acceptable to the Director as appropriate.

The Borrower will permit the State or its designated representatives to have access to the records of the Borrower pertaining to the operation and maintenance of the Project Facilities at any reasonable time following completion of construction of the Project Facilities.

Section 5.3. The Borrower agrees to insure, or cause to be insured, the Project Facilities in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. The Borrower agrees that it will provide through self-insurance or obtain public liability insurance with reference to the Project Facilities in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The Director and the OWDA, on behalf of the WPCLF shall be made an additional insured under such policies.

Section 5.5. Throughout the Contract Period of Years, the Borrower shall maintain Worker's Compensation Coverage or cause the same to be maintained.

Section 5.6. Any insurance policy issued pursuant to Section 5.4. hereof shall be so written or endorsed as to make losses, if any, payable to the State on behalf of the WPCLF, and the Borrower as their respective interests may appear. Each insurance policy provided for in Section 5.3. and 5.4. hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the State and the Borrower at least ten days in advance of such cancellation. The Borrower shall deliver certificates of insurance evidencing the coverage required herein to the State.

Section 5.7. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3. and 5.4. hereof shall be applied as follows:

- (a) The net proceeds of the insurance required in Section 5.3. hereof shall be applied as provided in Section 5.9. hereof, and
- (b) The net proceeds of the insurance required in Section 5.4. hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.8. In the event the Borrower shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project Facilities in good repair and operating condition, or shall fail to operate the Project Facilities in accordance with Section 5.2. hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums of the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2. and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become a separate obligation, apart from this Agreement, of the Borrower to the OWDA, which amounts, together with interest thereon at a rate equal to three percent (3%) above the Contract Interest Rate from the date thereof, the Borrower agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the Borrower pursuant to Section 4.1. hereof, and the Borrower will:

- (a) Promptly repair, rebuild or restore the property damaged or destroyed, and
- (b) Apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the Borrower necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the Borrower.

Section 5.10. In the event that title to or the temporary use of the Project Site or Project Facilities, or any part thereof, shall be taken by any person, firm, or corporation acting under governmental authority, there shall be no abatement or reduction on the amounts payable by the Borrower pursuant to Section 5.1. hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Borrower in a separate condemnation award account and shall be applied by the Borrower in either or both of the following ways as shall be determined by the Borrower:

- (a) The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or
- (b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project Facilities, which real estate and facilities shall be deemed a part of the Project Site and Project Facilities without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Borrower upon delivery to the OWDA of a certificate signed by an authorized officer of the Borrower that the Borrower has complied with either paragraph (a) or (b), or both, of this Section 5.10. The OWDA shall cooperate fully with the Borrower in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site or Project Facilities of any part thereof. In no event will the Borrower voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site or Project Facilities or any part thereof without the written consent of the State.

Section 5.11. This Section 5.11 shall apply if Exhibit 1 hereto indicates that the Contract Interest Rate includes a Water Resource Restoration Sponsor Program (WRRSP) discount.

(a) In accepting the WRRSP discount, the Borrower agrees that to the fullest extent permitted by law it shall assure implementation of the WRRSP Project in accordance with the specific terms and conditions of each of the following as applicable: approved Restoration / Protection Plans, the Finding of No Significant Impact, agreements or other mechanisms to restrict or maintain the identified uses associated with the WRRSP Project, and agreements between the Borrower and an entity responsible for implementing approved Restoration / Protection Plans (hereinafter the "Implementer") which are attached hereto as exhibit 5 and made a part hereof. The Borrower accepts such performance as an essential element of this Agreement.

(b) Following the award of assistance, the Borrower may request disbursements for completion of a Restoration / Protection Plan and for implementation of an approved Restoration / Protection Plan. All such disbursements will be requested on the "Ohio Water Pollution Control Loan WRRSP Disbursement" form provided by the Director. The parties to this Agreement expect that costs directly associated with implementing the Restoration / Protection Plan will be disbursed by the OWDA either to the Borrower, an escrow agent jointly selected by the Borrower and the implementer, or to contractors supplying materials or performing services in furtherance of this Agreement which have been designated by the Borrower as authorized recipients of such disbursements.

When WRRSP-eligible costs are incurred on behalf of the Implementer, invoices shall first be submitted to the Implementer which shall approve them to be requested for reimbursement by the Borrower and shall certify such invoices as eligible for assistance prior to forwarding them to the Borrower. The Borrower shall approve and certify all invoices (whether incurred by the Borrower directly or the Implementer) prior to submitting them to the Director with the accompanying disbursement request form. The Director shall review the disbursement request, including accompanying invoices, and if it is approved, shall transmit it to OWDA which then will be responsible for disbursing funds directly, either to the Borrower, escrow agent or to the contractor.

(c) Each interest in property acquired by either the Borrower or the Implementer as part of the WRRSP Project shall be subject to legally enforceable use restrictions which shall run with the property, perpetually limiting the use of the property to natural area uses consistent with the approved Restoration / Protection Plan. All conservation easements acquired either by the Borrower or the Implementer to implement or maintain the WRRSP Project shall be permanent easements and shall limit the uses of the land under easement to natural area uses consistent

with the approved Restoration / Protection Plan. Borrower shall submit to the Director copies of documents containing such restrictions within ninety days of acquisition of the property interest.

(d) Borrower's failure to comply with any of the terms of this Section or the terms of any WRRSP-related requirements identified in any of the documents listed above during the time this Agreement is in effect shall be considered a default under this Agreement. If the State provides written notice of such default to the Borrower and the Borrower fails within sixty days of the date of such notice to satisfactorily demonstrate in writing to the Director that the Borrower is taking appropriate actions which will cure the default and will result in compliance with the WRRSP requirements, then from and after the date that is sixty days after the date of such notice the State will increase the Contract Interest Rate to a rate necessary to recover the amount of WRRSP funds disbursed and to eliminate the 0.1% discount for the remainder of the Contract Period of Years, and all subsequent semi-annual payments for the remainder of the Contract Period of Years will be adjusted accordingly. Borrower agrees to submit in a timely manner the amounts required by the revised semi-annual payments for the remainder of the effective period of this Agreement.

The amount that the State recovers through the remedy provided for in this paragraph shall not exceed the total of the WRRSP Project cost financed by the WPCLF and the 0.1% interest discount for the remainder of the Contract Period of Years, and any amount thus recovered by the State shall be credited toward the liquidation of any liability of the Borrower under this Section 5.11.

(e) To the extent that Borrower's failure to comply with WRRSP-related requirements involves a failure on the part of an implementer to carry out a term or condition of an approved Restoration / Protection Plan for which a remedy exists via a separate enforceable agreement between the Director and the Implementer, the Director shall first attempt to address such non-compliance through the agreement between the Director and the Implementer prior to invoking any remedies under this agreement or otherwise available. If the Director, after exercising its obligation to attempt to address non-compliance through director action between the Director and the Implementer, provides written notice to the Borrower that non-compliance continues to exist, the Director or the State may undertake any remedies under this agreement or otherwise available.

ARTICLE VI – GENERAL REPRESENTATIONS AND AGREEMENTS; EVENTS OF DEFAULT AND REMEDIES

Section 6.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to assure compliance during the Contract Period of Years, with all applicable federal, state, and local laws, ordinances, rules, regulations, and provisions of this Agreement, including without limitation the CWA and Ohio Revised Code Section 6111.036, subject to its rights to contest in good faith the issue of non-compliance, and

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the Borrower, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement, and

(c) Except as heretofore disclosed in writing to the State, no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation, which fines or monetary penalties have not heretofore been paid in full.

Section 6.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The Borrower shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article III hereof.

(b) The Borrower shall fail to observe and perform any other obligations, agreements, or provisions of this Agreement, which failure shall continue for thirty (30) days after receipt of written notice thereof from the Director or the OWDA; provided, however, that such failure shall not constitute an Event of Default hereunder if the cure of such failure cannot be effected within thirty (30) days and if the Borrower is taking all reasonably necessary actions to cure such failure with all deliberate speed. Notwithstanding the contents of this paragraph, the notice and cure provisions of paragraph 5.11(d) shall apply to the WRRSP Project portions of the assistance in the event of a failure to comply with the terms of WRRSP-related requirements under this Agreement.

(c) Any representations made by the Borrower in Section 6.1 or 7.1 shall at any time during the Contract Period of Years prove to be false.

(d) The Borrower shall fail to observe any of the covenants contained in Article VII herein.

Section 6.3. The Director may terminate, suspend, or require immediate repayment of financial assistance from the Borrower in the event of a default due to failure to make any required payment, or due to any violation of the terms or conditions of this Agreement, or of the documents referred to in Section 3.2.(a), or of the Plan Approval for the Project Facilities under Section 6111.44 of the Ohio Revised Code. The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 6.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may:

(a) declare the full amount of the then unpaid Project Participation Principal Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the interest due thereon.

Section 6.5. No right or remedy conferred upon the OWDA or the Director under Sections 5.11, 6.3 or 6.4 hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 6.6. The Borrower releases the State from, agrees that the State shall not be liable for, and agrees to hold the State, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Facilities, or the use thereof; provided that such indemnity under this Section 6.6 shall not be effective for damages that result from negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of the Agreement, arising from the acquisition, construction, installation, or improvements of the Project Facilities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the State by reason of any claim described in this Section, the State agrees to cause written notice of such action or proceeding to be given to the Borrower, and the Borrower upon notice from the State covenants to resist or defend such action or proceedings at the Borrower's expense including all legal and other expenses (including reasonable attorney's fees).

ARTICLE VII – MAINTENANCE OF TAX-EXEMPT STATUS OF BONDS / PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The Borrower acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet the State's obligations with regard to funding the WPCLF and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the Borrower's compliance with the provisions of this Agreement. Accordingly, the Borrower agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund the loan to the borrower (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status:

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The Borrower shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the State hereunder (the "State Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the State Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the State Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the Borrower agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The Borrower shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, the Borrower, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the Borrower hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the Borrower referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the Borrower shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by any party to this Agreement to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:
The Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215
Attn: Executive Director

and,

(b) in the case of the Director, is addressed to or delivered personally to the Director at:
Ohio Environmental Protection Agency
Lazarus Government Center
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43215-1049
Attn: Chief, Division of Environmental and Financial Assistance

and,

(c) in the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 8.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the Borrower agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the Borrower. The Borrower hereby agrees that the OWDA may file such information report for and on behalf of the Borrower with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and Counsel to the Director and upon the certification of availability of funds as provided in Section 3.8. hereof.

Section 8.5. If any provision of this Agreement or the application thereof to any person or circumstances is held valid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable. In lieu thereof the parties agree that there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Section 8.6. This Agreement shall become effective as of the "Effective Date" set forth in Exhibit 1 and shall continue in full force and effect until the final day of the Contract Period of Years, based on the Semi-Annual Payment being paid at the rate established in Section 4.1. hereof, or until the day the obligations of the Borrower under this Agreement have been fully satisfied, whichever is later.

Section 8.7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the State. The State, at its option, may assign this Agreement without the consent of the Borrower.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date as shown on Exhibit 1.

APPROVED AS TO FORM

OHIO ENVIRONMENTAL

Counsel

PROTECTION AGENCY

By _____
Director of Environmental Protection

APPROVED AS TO FORM

**OHIO WATER DEVELOPMENT
AUTHORITY**

General Counsel

By _____
Executive Director

APPROVED AS TO FORM

BORROWER

David K. Liberati /s/ Assistant Prosecutor By Matt Coffland /s/
Borrower's Counsel Title

Water Pollution Control Loan Fund

Sanitary Sewer Project Phase 1	Project Name:	Exhibit 1 Neffs
County Number:	Borrower: CS390007-0002	Belmont Loan
Code:	Address: City & State:	<unknown> OH Zip
Borrower's Authorized Representative:	Matt Coffland	Phone: <unknown>

Project Description
The Neffs Sanitary Sewer Project Phase 1 consists of Constructing 8,900 feet of gravity sewer, 520 feet of force main sewer, 52 manholes, 1 Sewage lift station and 160 sewer taps. The engineering design has been completed and ready to be submitted to the Ohio EPA for a Permit-to-Install. The Ohio EPA and the Belmont County Health Department both have health and safety concerns for the residents of Neffs, due to the exposure of untreated sewage in ditches and streams in their neighborhood, as a result of failing or failed residential septic systems.

Cost Data						
Activities	Eligible	STAG	CDBG	OPWC	Local Funds	Total Project Cost
Technical Services						
Administration					\$24,000.00	\$24,000.00
Engineering	\$161,000.00		\$80,546.00	\$80,546.00	\$67,603.22	\$389,695.22
Construction						
Fields Excavating - General	\$679,500.00	\$388,000.00	\$404,454.00	\$950,646.00	\$387,205.36	\$2,809,805.36
Other Costs						
Contingency	\$159,500.00					\$159,500.00
Land					\$3,710.00	\$3,710.00
Total Estimated Cost	\$1,000,000.00	\$388,000.00	\$485,000.00	\$1,031,192.00	\$482,518.58	\$3,386,710.58

WPCLF Loan Information			
	0.0%		Interest Rate:
	Principal Amount:		\$500,000.00
			Term in Years: 20.0
			Interest: \$0.00
			Number of Payments: 40
Borrowing:			Total Cost of \$500,000.00
			Participation Rate:
	0.025		
	Payment:		
	\$12,500.00		
			Principal Forgiveness Amount: \$500,000.00

Project Schedule			
			Application Date:
Operation:	09/01/2011		Initiation of 07/31/2012
			Resolution Date:
Payment:	06/01/2011		Date of Initial 07/01/2013
			Performance Certification: 07/31/2013

Pledged Revenues	
Section 603(d)(1)(C) of the Clean Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources	
	Revenue Source
Special Assessments	
General Taxes	
Wastewater Service Charge	<u>\$500,000.00</u>
Other:	
Total	\$500,000.00

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WPCLF. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WPCLF as to follow the project to be fully implemented.

Matt Coffland	Date
---------------	------

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING BOARD PRESIDENT
TO EXECUTE RENEWAL OF THE SUBGRANT AWARD
AGREEMENT FOR THE SHERIFF’S PERSONAL CRIMES INVESTIGATOR**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize the President of the Board, Charles R. Probst, Jr., to execute the renewal of the Subgrant Award Agreement for the Belmont County Sheriff’s Personal Crimes Investigator, Subgrant No. 2011-WF-VA2-8412 as follows:

Subgrantee: Belmont County Commissioners
 Implementing Agency: Belmont County Sheriff’s Office
 Award Periods: 1/1/2012 to 12/31/2012
 Award Amounts: VAWA Fund: \$45,000
 Cash Match: 15,000
 Inkind Match: 0.00
 Project Total \$60,000

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
MODIFICATION OF THE WIA YOUTH SERVICES CONTRACT
BETWEEN BCDJFS AND THE BELMONT CO. CAC**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the modification of the WIA Youth Services contract between the Belmont County Department of Job & Family Services and the Belmont County Community Action Commission to extend the In-School Youth enrollment from December 31, 2011 to January 31, 2012 to allow more time for the recruitment, eligibility determination and enrollment of youth into the Teen Leadership Program.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

This contract modification is retroactive to January 1, 2012 and extends the In-School Youth enrollment date stated on page 4 under V. Scope of Work A. Contractor Responsibilities (1); page 6 under C. Service Requirements (2); and page 7 under D. Performance Standards; Service Delivery Measures (1). The enrollment deadline is extended from December 31, 2011 to January 31, 2012. This modification is necessary to allow more time for the recruitment, eligibility and enrollment of In-School Youth due to staffing changes with the Contractor. As part of this contract modification, the Contractor will submit a corrective action plan to the Purchaser by January 11, 2012.

Whereas, this contract, entered into on this 1st day of **July, 2011**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Community Action Commission of Belmont County (hereinafter “Contractor”), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities; Adult Mentoring, and Follow-up Services for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County. These services are four of the ten elements for youth required by the WIA. The Purchaser has agreed to use WIA Youth Funds (CFDA # 17.259) to provide the programs’ services to eligible youth, to provide staff to operate the program and assist the youth in gaining employment. Eligible youth are those eligible for the WIA In-School Youth and Out-of-School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

- Purchaser:** The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075
- Contractor:** The Community Action Commission of Belmont County
153 ½ West Main Street
St. Clairsville, OH 43950
740-695-0293

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2011. The termination date of this contract is June 30, 2012. This contract for youth services may be extended for up to two additional Program Years (July 1 – June 30) based on meeting contractual performance.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Basic Literacy Skills Deficient

An individual who computes or solves problems, reads, writes, or speaks English at or below the 8.9 grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual’s family, or in society.

Out-of-School Youth

An Out-of-School Youth is an individual who is an eligible youth who is a school dropout or is an eligible youth who received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed, or underemployed.

In-School Youth

An In-School Youth is a Youth who does not meet the definition of an out-of-school youth.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services under a program authorized by WIA.

Work Experience

Work Experiences are designed to enable youth to gain exposure to the working world and its requirements. For the purposes of this contract, Work Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector at the state minimum wage for a maximum 120 hours for Out-of-School Youth and a maximum 120 hours for In-School Youth. Work Experience may be extended for on a case by case basis if funds are available.

Secondary Occupational Skills Training

Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.

Leadership Development

Leadership development opportunities, may include community service and peer-centered activities that encourage responsibility, employability, and other positive social behaviors.

Adult Mentoring

Adult guidance and leadership that helps youth make the right choices in order for them to succeed. Mentoring will help with drop-out prevention, positive transition from one grade to the next, completion of secondary education, job attainment and a successful transition into the community.

Follow-Up Services

Follow-up services may include: leadership development and supportive services; regular contact with a youth's employer; assistance in securing better paying jobs, career development and further education; work-related peer support groups, adult mentoring and tracking the progress of youth in employment after training. All youth must receive some form of follow-up services for a minimum duration of 12 months from the date of exit. For the purposes of this contract, the Contractor agrees to provide Follow-Up Services to Youth who were served by another contractor under a previous contract and Youth who are WIA participants not directly enrolled in the Contractor's program.

Employability Skills

Employability Skills provide a participant with exposure to the world of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Advanced Training

An occupational skills employment / training program, not funded under Title I of the WIA, which does not duplicate training received under Title I. Includes only training outside of the One-Stop, WIA and partner, system (i.e., training following exit).

Post-Secondary Education

A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIA

WIA is the Workforce Investment Act. If Congress passes WIA Reauthorization changing the spending requirements, programmatic requirements or performance measurements for the Youth program during the term of this contract, the Contractor and Purchaser will meet to renegotiate the contract.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and

incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor shall make available Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth. The Contractor is responsible to recruit participants for the program. The targeted number of total participants for the program is a minimum of sixteen (16) In-School Youth enrolled by December 31, 2011, and a minimum of four (4) Out-of-School Youth enrolled by April 30, 2012. Of the total participants (In-School and Out-of-School), ten (10) may be enrolled in Work Experience. In-School Youth Work Experience participants must begin Work Experience by April 1, 2012. Out-of-School Youth Work Experience Participants must begin Work Experience by April 30, 2012. Additional participants may be enrolled in the Program, if for whatever reason, funds are available. The maximum number of participants may increase since some may not complete the entire length of the program. Work Experience may be extended on a case by case basis if funds are available.
2. Contractor shall develop a curriculum for youth based on the provided elements. Contractor shall develop a grading system which indicates a youth's progress in learning and understanding the curriculum.
3. Contractor shall pay all wages or stipends to participants.
4. Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
5. Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
6. Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
7. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate, positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
8. Contractor is expected to continue to provide services to and make contact with participants as needed throughout the summer. In particular, participants enrolled in the Summer Youth Program should receive further guidance, instruction and reinforcement of the curriculum learned throughout the school year.
9. Contractor is responsible for providing follow-up services to all exited WIA youth whether they were in their program or not. Contractor shall maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.
10. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
11. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
12. Contractor may refer potential participants to the Purchaser for eligibility determination.
13. Contractor shall employ the necessary staff to operate the program. When available, the Contractor staff will also assist One-Stop customers in the One Stop Center. If Contractor staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the WIA Youth or One-Stop activities.
14. The Contractor's staff must become familiar with Area 16 WIA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives.
15. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
16. Contractor shall meet performance standards specified in this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as

Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

17. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will ensure that all participants are eligible for services pursuant to WIA and local policies and determine which funds will pay for the services. Purchaser will notify the Contractor on completion of participants' eligibility.
2. Purchaser will notify the Contractor of all exited youth for follow-up services and will provide a follow-up log to use.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will pay all costs related to providing Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County, consistent with the provisions of Article VIII.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth to help them succeed in school and in the workplace. Services to be provided and skills to be achieved by the participants include but are not limited to:

1. **Increasing the participants' understanding of the importance and value of education and work. Instill in the youth the importance of positive work habits, leadership and community involvement. Provide the WIA elements as outlined in this contract.**
2. **Enrollment of a minimum of sixteen (16) In-School Youth by December 31, 2011 and enrollment of a minimum of four (4) Out-of-School Youth by April 30, 2012.**
3. **Of those total participants (In-School and Out-of-School Youth), ten (10) may be enrolled in Work Experience. The Number in Work Experience may be increased on a case by case basis depending on availability of funds.**
4. **Provide follow-up to all exited WIA Youth participants as determined by the Purchaser including participants not directly served by the Contractor. Maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.**

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Service-delivery Measures

1. **Enrollment of a minimum of sixteen (16) In-School Youth in the program by December 31, 2011 and enrollment of a minimum of four (4) Out-of-School Youth in the program by April 30, 2012. Of those total participants (In-School and Out-of-School Youth), ten (10) may be enrolled in Work Experience. In-School Youth must be enrolled in Work Experience by April 1, 2012. Out-of-School Youth must be enrolled in Work Experience by April 30, 2012. Provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth.**

Failure by the Contractor to meet these targeted enrollment numbers by the enrollment deadline will result in the following as determined by the Purchaser:

- a) Submission of a corrective action plan by the Contractor to the Purchaser outlining the reason for not meeting the enrollment requirements and measures to be implemented to achieve the enrollment requirements. The corrective action plan must be approved by the Purchaser to allow the Contractor to continue the provision of services specified in this contract; or b) Termination of this contract by the Purchaser due to the Contractor's failure to meet the enrollment requirements specified in this contract (Reference XXII Termination and XXIV Breach of Contract).

Contractual Performance Measures

1. **Sixty percent (60%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey. Two surveys should be completed for each In-School Youth: first by January 15, 2012 and the second by May 15, 2012. One survey must be completed on each Out-of-School Youth within two weeks of the end of program activity completion.**
3. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will participate and remain in the program for the school year.**
4. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will pass the curriculum established by the Contractor.**
5. **Sixty percent (60%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.**
6. **Sixty percent (60%) of In-School Youth will complete the program's required number of community service hours as determined by the contractor.**
7. **Contractor will use the Purchaser's follow-up log on exited youth to document 12 month follow-up status. The Contractor's satisfactory maintenance of the log will be based on monitoring conducted by the Purchaser to ensure the Contractor is meeting the required follow-up time frames: 1st Quarter After Exit one (1) to three (3) months; four (4) to (6) six months; and nine (9) to twelve (12) months.**

The Contractor's failure to meet these Contractual Performance Measures will result in the following: a) Submission of a corrective action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or b) Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance measures specified in this contract (Reference XXIII Termination and XXIV Breach of Contract).

Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to participants.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to

both off-site and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act (WIA) In-School and Out-of-School (Older and Younger Youth) Funds (CFDA # 17.259). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$65,000.00 WIA Youth Funds** (CFDA # 17.259).

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for up to Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	3920.00
Operating Staff Wages and Fringes	38524.00
Participant Wages and Fringes	10,595.00
Operating Expenses	9381.00
Administrative Expenses	2580.00
TOTAL COST:	65,000.00
MAXIMUM WIA AUTHORIZED REIMBURSEMENT AMOUNT:	65,000.00

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement.

If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser

may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and

all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or

this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance

hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract.

Contractor is solely

responsible for making payments to any and all subcontractors for any services they

may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein.

This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination.

Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

XXXIX COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

XLI PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>1-5-12</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>Ginny Favede /s/</u>	<u>1/18/12</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>1/18/12</u>
<u>Matt Coffland /s/</u>	<u>1/18/12</u>
Belmont County Commissioner	Date
<u>Gary Obloy /s/</u>	<u>1/5/2012</u>
Gary Obloy	Date
Community Action Commission of Belmont County	
<u>David K. Liberati /s/ (Assistant)</u>	<u>1-12-12</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE COUNTY COMMISSIONER CERTIFICATION FOR THE 2012 SERC (STATE EMERGENCY RESPONSE COMMISSION) GRANT APPLICATION ON BEHALF OF LEPC

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the signing and submittal of the County Commissioner Certification for the 2012 SERC (State Emergency Response Commission) grant application on behalf of the Belmont County L.E.P.C. (Local Emergency Planning Committee).

COUNTY COMMISSIONER CERTIFICATION

I, THE UNDERSIGNED, REPRESENT TO THE SERC THAT ALL THE INFORMATION IS TRUE AND ACCURATE. I FURTHER REPRESENT THAT THE MONEY RECEIVED UNDER THIS GRANT PROGRAM WILL BE USED FOR THE ADMINISTRATION, DEVELOPMENT AND IMPLEMENTATION OF THE STATE SARA TITLE III PROGRAM WITHIN THE GUIDELINES MANDATED BY THE LAW AS PROVIDED IN CHAPTER 3750 OF THE REVISED CODE, FOR THE BELMONT COUNTY L.E.P.C.

Charles R. Probst, Jr. - President

Matt Coffland

COUNTY COMMISSIONERS' NAMES

Matt Coffland /s/

Charles R. Probst, Jr., /s/

COUNTY COMMISSIONERS' SIGNATURES

January 18, 2012

Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF DESIGNATING COMMISSIONER MATT COFFLAND TO CONTINUE AS BOARD'S REPRESENTATIVE ON THE BELMONT CO. FAMILY AND CHILDREN FIRST COUNCIL FOR 2012

Motion made by Mr. Probst, seconded by Mr. Coffland to designate Commissioner Matt Coffland to continue as the Board's representative on the Belmont County Family and Children First Council for 2012 per O.R.C. 121.37.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PAYOFF OF THE OHIO DEPT. OF DEVELOPMENT RURAL INDUSTRIAL PARK LOAN, LOAN #26-01-01, FOR

THE FOX COMMERCE PARK

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the payoff of the \$400,000.00 Ohio Department of Development Rural Industrial Park Loan, Loan # 26-01-01 for the Fox Commerce Park in the amount of \$136,423.06; this payoff is good through Tuesday, January 24, 2012.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR DOLGEN MIDWEST LLC
DBA DOLLAR GENERAL COLERAIN TOWNSHIP, COLERAIN, OHIO**

Motion made by Mr. Probst, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners **does** request a hearing on the matter of a request for a New C1 liquor permit for Dolgen Midwest LLC DBA Dollar General Store 12617, 71970 Colerain Rd., Colerain Township, Colerain, OH 43912; Permit No. 22348151195.

Note: This is for a C1 permit-Beer only in original sealed containers for carry out only until one a.m.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Frank Papini asked if the conversion of the Belmont Senior Services Program was complete. Mr. Probst advised that it has now been transferred to the Department of Job & Family Services. Mr. Ed Jagucki asked if the meal service was transferred. Mr. Probst stated that over 60 types of meals could not be served by the hospital such as fish and salads due to USDA regulations. It has been decided to open the kitchen back up at the Oakview Building and prepare the meals there as was done before. Delivery will start January 30, 2012.

Mr. Coffland explained that when the food transferred hands from a private contractor to another contractor more USDA regulations came into effect and more USDA inspections were required than when done in house. By the board moving and putting it all under one umbrella, we prepare the food and we deliver the food, some of the regulations are lifted. What was frustrating to the board and DJFS before was if volunteers made the food deliveries some of those regulations were lifted; but since we subcontracted with two different agencies, there were more regulations since the food went from the hospital to the drivers. Bellaire Hospital would have had to have some additional certifications and licenses to do foods such as the fish, salads and certain fresh vegetables. The price per meal will go up now that they will be prepared in house. We will be hiring back the cooks.

Mrs. Favede stated the bottom line is the seniors weren't happy with the meals and we want to make sure they are fed properly with food they enjoy. This is the only meal some seniors get. Mr. Probst noted the meals will cost a little more than the hospital's, but are still less than what Belmont Senior Services was paying. The hospital meals were \$3.50. The new price will be about \$4.00 per meal.

**IN THE MATTER OF BID OPENING FOR FURNISHING TWO (2) NEW
ALL-WHEEL DRIVE AND TWO (2) NEW FRONT-WHEEL DRIVE SEDANS
FOR BCDJFS SENIOR PROGRAM**

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for furnishing two (2) new All-Wheel Drive and two (2) new Front -Wheel Drive Sedans for the Belmont County DJFS/Senior Program, they proceeded to open the following bids:

NAME	BID BOND		BID AMOUNT
Doan Ford Belmont, OH 43718	X		2 All Wheel \$ 44,771.00 <u>2 Front Wheel \$ 34,337.00</u>
Whiteside Chevrolet Buick St. Clairsville, OH 43950	X	In stock	2 All Wheel \$ 61,876.00 (Buick LaCrosse) Alternate \$ 46,846.00 (Chev Equinox or AWD Crossover) <u>2 Front Wheel \$39,884.00</u>
Thomas Garage, Inc. St. Clairsville, OH 43950	X		2 All Wheel \$ 54,874.00 <u>2 Front Wheel \$ 40,844.00</u>

Present for the bid opening were Carl Dieter of Doan Ford, Robert DeFrank of The Times Leader and Al Molnar of The Intelligencer.

Motion made by Mr. Coffland, seconded by Mr. Probst to turn over all bids received for furnishing two (2) new All-Wheel Drive and two (2) new Front -Wheel Drive Sedans for the Belmont County DJFS/Senior Program to Bob Roth, Transportation Director, for review and recommendation.

Upon roll call the vote was as follows:

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

Note: Commissioner Favede left at 1:00 p.m. No further business before the board.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:04 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 1:04 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 25th day of January, 2012.

COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. and Jayne Long, President and 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

CLERK