

St. Clairsville, Ohio

June 5, 2013

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 Mrs. Favede, 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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Jamie's Auto & Truck Repair	Vehicle Maintenance-Auditor/General Fund	58.48
A-Kathy Jo Curfman	Reimburse CTAO Conference expenses-Treasurer/General Fund	314.03
A-Ohio AFSCME Care Plan	Dental & Drug coverage/General Fund	368.00
A-Sheila Turner	Mileage reimbursement-Auditor/General fund	99.00
A-Staples	Supplies-Public Defender/General Fund	167.47
A-Times-Leader	Jury Pull/General Fund	42.45
J-Belmont SWCD	CAUV Contract/May work completed-Auditor/Real Estate Assessment	1,420.00
J-James R. Wardell	2013 Maintenance Contract-Auditor/Real Estate Assessment Fund	12,750.00
N-Huntington National Bank	Note payment/SSD#2 Force Main Ext. Construction Project Fund	1,797,000.00
P-Riesbeck's	Tabletop Mock meal/Special Emergency Planning Fund/LEPC	282.94
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	525.00
S-Comcast	Internet/Certificate of Title Adm Fund	74.79
S-Philips, Gardill, Kaiser & Altmeyer	Professional services/Port Authority Fund	75.00
S-Sam's Club	Food/Oakview Juvenile Residential Center Fund	446.38
W-Matthew Bender & Co.	Books/Law Library Fund	456.46
Y-Belmont County Recorders	Tax Lien Certificates-Recording Fees/Tax Certificate Adm Fund	2,156.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for June 5, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$45,648.45; \$74,615.68
A-GENERAL/CLERK OF COURTS	\$143.28
A-GENERAL/COMMON PLEAS COURT	\$1,048.13
A-GENERAL/EMA	\$983.32
A-GENERAL/JUVENILE COURT	\$408.49
A-GENERAL/SHERIFF	\$20,209.59
A-GENERAL/PROBATE COURT	\$45.00
A-GENERAL/RECORDER	\$9,370.04
A-GENERAL/911	\$42,929.76
B-Dog Kennel	\$72.27
G-Convention & Visitors Bureau	\$20,000.00
H-Job & Family, CSEA	\$1,776.58
H-Job & Family, Public Assistance	\$34,458.11; \$12,906.58; \$10,541.91
H-Job & Family, WIA	\$204,772.53; \$542.00; \$1,559.27
K-Engineer MVGT	\$32,754.42; \$573.25
M-Title IV-E Reimb.	\$13,796.36
M-Juvenile Ct. Computer	\$123.88
P-Oakview Admn Bldg.	\$178.25
S-District Detention Home	\$1,639.98
S-Job & Family, Children Services	\$1,834.52; \$22,991.89
S-Job & Family, Senior Program	\$18,814.66; \$1,792.08; \$11,933.45
S-Juvenile Ct. General Special Projects	\$246.36
S-Northern Ct. General Special Projects	\$577.67
S-Oakview Juvenile Residential Center	\$3,169.22
S-Sheriff Commissary	\$941.05
S-Sheriff Reserve Account	\$247.39

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfers within the following funds:

BELMONT CO. SSD/WWS #3 BOND FUND O03

FROM	TO	AMOUNT
E-9200-O003-O12.000 Transfers Out	E-9200-O003-O03.050 Bond Payment	\$2,710.38
E-9200-O003-O12.000 Transfers Out	E-9200-O003-O03.051 Interest Payment	\$ 189.20

BELMONT CO. SSD/MT. VICTORY BOND RETIREMENT FUND O11

FROM	TO	AMOUNT
E-9311-O011-O04.055 Other Expenses	E-9311-O011.001.050 Principal Loan Pymts	\$45,460.56

OAKVIEW JUVENILE/REHABILITATION FUND S30

FROM	TO	AMOUNT
E-8010-S30-S67.004 Workers Comp	E-8010-S30-S55.010 Supplies	\$3,000.00

E-8010-S30-S40.000 Grant Holding E-8010-S30-S72.000 Capital Repairs \$ 623.55
 Upon roll call the vote was as follows:
 Mrs. Favede Yes
 Mr. Probst Yes
 Mr. Coffland Yes

**IN THE MATTER OF TRANSFER BETWEEN
 THE BEMONT COUNTY GENERAL FUND AND
 THE N29 CAPITAL PROJECTS-FACILITIES FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer between the Belmont County General Fund and the N29 Capital Projects-Facilities Fund:

FROM	TO	AMOUNT
<i>General Fund</i>	<i>N29 Capital Projects-Facilities Fund</i>	
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$162,438.61
<i>\$23,339.00 for the Recorder's HVAC and \$139,099.61 for the renovations to the Common Pleas Courtroom</i>		

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION
 CHARGEBACKS-MAY AND JUNE, 2013**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for May and June, 2013.

FROM		TO	
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	4,052.25
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	16,732.01
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	23,050.76
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	5,759.62
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	1,921.92
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	2,882.87
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	2,689.46
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	2,689.46
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	767.54
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	1,535.08
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	84,977.96
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	117,010.36
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	19,270.36
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	991.03
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	3,109.26
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	32,291.54
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	13,915.68
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	3,843.84
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	44,136.96
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,835.92
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	0.00
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	0.00
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	18,432.98
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,258.35
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	17,703.63
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	3,849.38
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	4,964.98
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	643.91
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	240.11
	COUNTY HEALTH		
E-2210-E001-E01.002	County Health	R-9891-Y091-Y01.500	8,644.98
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	0.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	962.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	768.00

E-2216-F078-F01.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	3,846.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	Healthy Homes	R-9891-Y091-Y01.500	0.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	1,921.92
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	2,852.81
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,843.84
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	0.00
TOTALS			464,396.77

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 GENERAL FUND

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of **February 6, 2013**:

E-0257-A015-A15.074 Transfers-Out \$162,438.61

Upon roll call the vote was as follows:

Mrs. Favede Yes
 Mr. Coffland Yes
 Mr. Probst 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 June 5, 2013, 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 Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:

DJFS – Sue Hines, driver and Senior Members to travel to Wheeling, WV, on June 24, 2013, and to Sugarcreek, OH, on June 13, 2013, for a senior center outing. Estimated expenses: \$48.00

Vincent Gianangeli to travel to Marietta, OH, on July 16, 2013, to attend OJFSDA Fiscal Meeting. Estimated expenses: \$12.00

JUVENILE COURT – Court Administrator Jennifer Shunk to travel to Columbus, OH, on June 6, 2013 and Sept. 24-26, 2013, to attend trainings. A county vehicle will be used.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:30 A.M.

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the hiring and compensation of a public employee.

Upon roll call the vote was as follows:

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

DISCUSSION – Mrs. Favede noted the board is in the middle interviewing potential candidates to head the Department of Job & Family Services. She said the board hopes to make a decision for the new DJFS Executive Director within a week to ten (10) days.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:05 P.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN. Mrs. Favede stated the board would be concluding the interviews at the beginning of next week and then simultaneously begin the interviews for the Senior Services Coordinator.

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 15, 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING A RESOLUTION HONORING THE MARTINS FERRY POLICE DEPARTMENT ON ITS 125TH ANNIVERSARY

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution honoring the Martins Ferry Police Department on its 125th Anniversary.

**RESOLUTION
HONORING THE MARTINS FERRY POLICE DEPARTMENT
ON ITS 125TH ANNIVERSARY**

WHEREAS, every day the dedicated officers of the Martins Ferry Police Department perform numerous duties to protect citizens and property, prevent and solve crimes, and ensure public safety; and

WHEREAS, the officers of the Martins Ferry Police Department have been faithfully carrying out their duties since the department's inception in 1888, and continue in their constant efforts to keep up to date with ever-changing modern technology and high tech crimes; and

WHEREAS, the passage of time does not alleviate the fact that law enforcement officers face unknown dangers daily in their service to our communities in their quest to keep us all safe while their families and loved ones await their safe return home at the end of each shift; and

WHEREAS, the officers of the Martins Ferry Police Department currently serve under the command of Chief John McFarland and carry out their duties with integrity and professionalism; and

WHEREAS, we all owe our sincere appreciation and gratitude to the members of the Martins Ferry Police Department for their commitment to protect and serve as they celebrate 125 years of service to the residents of Martins Ferry and its surrounding communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Belmont County Commissioners does hereby honor all past and present courageous men, women and K-9 officers of the Martins Ferry Police Department, for their vital contributions to the public safety and security they provide on behalf of Belmont County's citizens and extends sincere congratulations on reaching this most commemorable milestone.

Adopted this 5th day of June, 2013.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Charles R. Probst, Jr. /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO EXECUTE THE EXPRESS SCRIPTS, INC. PHARMACY MANAGEMENT AGREEMENT

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize Commission President Ginny Favede to execute the Express Scripts, Inc. Pharmacy Management Agreement effective June 1, 2013 through December 31, 2016.

**EXPRESS SCRIPTS, INC.
PHARMACY BENEFIT MANAGEMENT AGREEMENT**

THIS PHARMACY BENEFIT MANAGEMENT AGREEMENT ("Agreement") will be effective as of the date set forth in Section 6.1 and is entered into by and between EXPRESS SCRIPTS, INC., a Delaware corporation ("ESI"), and BELMONT COUNTY COMMISSIONERS, organized under the laws of the state of Ohio ("Sponsor").

RECITALS

A. ESI, either directly or through its subsidiaries, engages in pharmacy benefit management services, including, among other things, pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; cost containment, clinical, safety, adherence, and other like programs; and formulary and rebate administration ("PBM Services").

B. The Originators (as defined below) pursued a cooperative purchasing and health management effort in pursuit of like Strategies (as defined below) to improve the quality, efficiency and reduce the cost of health care, particularly as to matters related to the purchase and dispensing of pharmaceutical products, and have contracted with ESI under substantially similar terms for the provision of pharmacy benefit management services ("ROC Agreements");

C. The ROC Agreements provide that ESI will make available certain terms and conditions of the ROC Agreements to entities in the State of Ohio as set forth herein.

D. Sponsor desires to contract with a provider of pharmacy benefits management services that agrees to (1) embrace the Strategies, (2) work cooperatively with the Sponsor in Sponsor's efforts to identify its best interests and better serve the Members of Sponsor, particularly with respect to the purchase of Covered Drugs, benefits and services, and (3) render some pharmacy benefit management services on a pay for performance basis where vendor revenue is dependent at least in part on the performance of quality services, and Sponsor provides or arranges for the provision of the Services, including a prescription drug benefit for Members and desires to contract with ESI on an exclusive basis;

E. Accordingly, ESI desires to provide or arrange for the provision of pharmacy benefit management services under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

TERMS OF AGREEMENT

ARTICLE I - DEFINITIONS

"Ancillary Supplies, Equipment, and Services" or "ASES" means ancillary supplies, equipment, and services provided or coordinated by ESI Specialty Pharmacy in connection with ESI Specialty Pharmacy's dispensing of Specialty Products. ASES may include all or some of the following: telephonic and/or in-person training, nursing/clinical services, in-home infusion and related support, patient monitoring, medication pumps, tubing, syringes, gauze pads, sharps containers, lancets, test strips, other supplies, and durable medical equipment. The aforementioned list is illustrative only (not exhaustive) and may include other supplies, equipment, and services based on the patient's needs, prescriber instructions, payer requirements, and/or the Specialty Product manufacturer's requirements.

"Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as identified by drug pricing services such as Medi-Span or other source recognized in the retail prescription drug industry selected by ESI (the "Pricing Source"). The applicable AWP shall be the 11-digit NDC for the product on the date dispensed, and for prescriptions filled in (a) Participating Pharmacies and ESI Specialty Pharmacy will be the AWP for the package size from which the prescription drug was dispensed, and (b) in the Mail Service Pharmacy the AWP for the smaller of: (i) the NDC code for the package size from which the prescription drug was dispensed, or (ii) package sizes of 100 units or 16 ounce quantities, or the next larger quantity if such specified quantities are not available. If the Pricing Source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated, then ESI reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.

"Brand/Generic Algorithm" or "BGA" means ESI's standard and proprietary brand/generic algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by Sponsor or its Auditor upon request. The purposes of the algorithm are to utilize a comprehensive and logical algorithm to determine the brand or generic status of products in the ESI master drug file using a combination of

industry standard attributes, to stabilize products “flipping” between brand and generic status as may be the case when a single indicator is used from industry pricing sources, and to reduce Sponsor, Member and provider confusion due to fluctuations in brand/generic status. Sponsor or its Auditor may audit ESI’s application of its BGA to confirm that ESI is making brand and generic drug determinations consistent with such algorithm.

“Brand Drug” means a prescription drug identified as such in ESI’s master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry used by ESI for all clients) on the basis of a standard Brand/Generic Algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by Sponsor or its Auditor upon request. Notwithstanding the foregoing, certain prescription drug medications that are licensed and then currently marketed as brand name drugs, where there exists at least one (1) competing prescription medication that is a generic equivalent and interchangeable with the marketed brand name drug, may process as “Generic Drugs” for Prescription Drug Claim adjudication and Member Copayment purposes.

“Copayment” means that portion of the charge for each Covered Drug dispensed to the Member that is the responsibility of the Member (e.g., copayment, coinsurance and/or deductible) as indicated on the Set-Up Forms.

“Covered Drug(s)” means those prescription drugs, supplies, Specialty Products and other items that are covered under the Plan, each as indicated on the Set-Up Forms.

“Eligibility Files” means the list submitted by Sponsor to ESI in reasonably acceptable electronic format indicating persons eligible for drug benefit coverage services under the Plan.

“ESI National Plus Network” means ESI’s broadest Participating Pharmacy network.¹

“ESI Specialty Pharmacy” means CuraScript, Inc., Accredo Health Group, Inc., Express Scripts Specialty Distribution Services, Inc., or another pharmacy or home health agency wholly-owned or operated by ESI or one or more of its affiliates that primarily dispenses Specialty Products or provides services related thereto; provided, however, that when the Mail Service Pharmacy dispenses a Specialty Product, it shall be considered an ESI Specialty Pharmacy hereunder.

“Formulary” means the list of FDA-approved prescription drugs and supplies developed by ESI’s Pharmacy and Therapeutics Committee and/or customized by Sponsor, and which is selected and/or adopted by Sponsor. The drugs and supplies included on the Formulary will be modified by ESI from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer Rebate arrangements, and patent expirations. Additions and/or deletions to the Formulary are hereby adopted by Sponsor, subject to Sponsor’s discretion to elect not to implement any such addition or deletion through the Set-Up Form process, which such election shall be considered a Sponsor change to the Formulary.

“Generic Drug” means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name, that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and approved by the FDA, and which is identified as such in ESI’s master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry used by ESI for all clients) on the basis of a standard Brand/Generic Algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by Sponsor or its Auditor upon request.

“MAC List” means a list of off-patent prescription drugs or supplies subject to maximum reimbursement payment schedules developed or selected by ESI.

“Mail Service Pharmacy” means a pharmacy wholly-owned or operated by ESI or one or more of its affiliates, other than an ESI Specialty Pharmacy, where prescriptions are filled and delivered to Members via mail delivery service.

“Manufacturer Administrative Fees” means those administrative fees paid by manufacturers to ESI pursuant to a contract between ESI and the manufacturer in connection with ESI’s administering, invoicing, allocating and collecting the Rebates under the Rebate program.

“Maximum Reimbursement Amount” or “MRA” means the maximum unit ingredient cost payable by Sponsor for a drug on the MAC List based on maximum reimbursement payment schedule(s) developed or selected by ESI. The application of MRA pricing may be subject to certain “dispensed as written” (DAW) protocols and Sponsor defined plan design and coverage policies.

“Member” means each person who Sponsor determines is eligible to receive prescription drug benefits as indicated in the Eligibility Files.

“Member Submitted Claim” means a paper claim submitted by a Member for Covered Drugs dispensed by a pharmacy for which the Member paid cash.

“Originators” means Ohio Public Employees Retirement System, School Employees Retirement System of Ohio, State Teachers Retirement System of Ohio, and The Ohio State University.

“Participating Pharmacy” means any licensed retail pharmacy with which ESI or one or more of its affiliates has executed an agreement to provide Covered Drugs to Members, but shall not include any mail order or specialty pharmacy affiliated with any such Participating Pharmacy. Participating Pharmacies are independent contractors of ESI.

“Pass-Through” means the actual ingredient cost and dispensing fee amount paid by ESI for the Prescription Drug Claim when the claim is adjudicated to the Participating Pharmacy, as set forth in the specific Participating Pharmacy remittances related to Sponsor’s claims.

“PMPM” means per Member per month fee, if applicable, as determined by ESI from the Eligibility Files.

“Plan” means the self-funded prescription drug benefit plan(s) administered and/or sponsored by Sponsor.

“Prescription Drug Claim” means a Member Submitted Claim, Subrogation Claim or claim for payment submitted to ESI by a Participating Pharmacy, Mail Service Pharmacy, or ESI Specialty Pharmacy as a result of dispensing Covered Drugs to a Member.

“Rebates” mean retrospective formulary rebates that are paid to ESI pursuant to the terms of a formulary rebate contract negotiated independently by ESI with a pharmaceutical manufacturer and directly attributable to the utilization of certain Covered Drugs by Members. Rebates do not include Manufacturer Administrative Fees; product discounts or fees related to the procurement of prescription drug inventories by ESI Specialty Pharmacy or the Mail Service Pharmacy; fees received by ESI from pharmaceutical manufacturers for care management or other services provided in connection with the dispensing of products; or other fee-for-service arrangements whereby pharmaceutical manufacturers generally report the fees paid to ESI or its affiliates for services rendered as “bona fide service fees” pursuant to federal laws and regulations (collectively, “Other Pharma Revenue”). Such laws and regulations, as well as ESI’s contracts with pharmaceutical manufacturers, generally prohibit ESI from sharing any such “bona fide service fees” earned by ESI, whether wholly or in part, with any ESI client. ESI represents and warrants that it will not enter into any agreement with a pharmaceutical manufacturer for Other Pharma Revenue with the intent to reduce Rebates.

“Rx Ohio Collaborative” or “ROC” means the group consisting of public organizations, agencies or instrumentalities or like entities that have contracted with ESI under substantially similar terms for the provision of pharmacy benefit management services, including services related to the sale of pharmaceutical products and claims adjudication relating to such sales. The Rx Ohio Collaborative or ROC is not an entity or legal person and is not a joint venture, partnership or similar undertaking. There are no ownership, membership, equity or similar interests with respect to the ROC. The ROC does not involve any pooling of assets, sharing of profits or other business relationships or activities common to the conduct of a business enterprise. The ROC is merely the name given to the cooperative purchasing and health management efforts of those entities that have contracted with ESI under like terms and in pursuit of like Strategies to improve the quality, and efficiency of and reduce the cost of health care, particularly as to matters related to the purchase and dispensing of pharmaceutical products.

“Select Home Delivery” means a home delivery incentive adopted by Sponsor whereby Members are required to affirmatively select a method for filling maintenance drugs, wherein the default is fulfillment through a Mail Service Pharmacy.

“Set-Up Forms” means any standard ESI document or form, which when completed and signed by Sponsor (electronic communications from Sponsor indicating Sponsor’s approval of a Set-Up Form shall satisfy the foregoing), will describe the essential benefit elements and coverage rules adopted by Sponsor for its Plan.

“Specialty Product List” means the standard list of Specialty Products and their reimbursement rates under the applicable (exclusive or open) option maintained and updated by ESI from time to time. The Specialty Product List is available to Sponsor upon request.

“Specialty Products” means those injectable and non-injectable drugs on the Specialty Product List. Specialty Products typically have one or more of several key characteristics, including frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; intensive patient training and compliance assistance to facilitate therapeutic goals; limited or exclusive product availability and distribution; specialized product handling and/or administration requirements and/or cost in excess of \$500 for a 30-day supply.

¹ The ESI National Plus Network was historically referred to as the “EN50 Network” in ESI’s network provider agreements with Participating Pharmacies, and is subject to future name change.

“Strategies” means the health care initiatives discussed and described in Appendix A.

“Subrogation Claim” means subrogation claims submitted by any state or a person or entity acting on behalf of a state under Medicaid or similar United States or state government health care programs, for which Sponsor is deemed to be the primary payor by operation of applicable federal or state laws.

“UM Company” means MCMC, LLC or other independent third party utilization management company contracted by ESI, subject to and as further described in Sections 2.3 (d) and (e).

“Usual and Customary Price” or “U&C” means the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction on the date the drug is dispensed as reported to ESI by the Participating Pharmacy.

ARTICLE II - PBM SERVICES

2.1 Eligibility/Set Up. Sponsor will submit completed Set-Up Forms and Eligibility Files (initial and updated) on a mutually determined basis, which ESI will accurately implement. Changes to the Set-Up Forms must be documented on ESI's standard amendment forms. Eligibility performed manually by ESI for Sponsor, or material changes to the Eligibility File processes requested by Sponsor during the term may be subject to additional fees set forth on Exhibit A. Sponsor will be responsible for all Prescription Drug Claims during the period of the Member's eligibility as indicated on the Eligibility File including for retroactively termed Members, except in the event of ESI's negligence.

2.2 Pharmacy Network.

(a) Participating Pharmacies. ESI will maintain a network(s) of Participating Pharmacies as identified in Exhibit A, and will make available an updated list of Participating Pharmacies on-line. ESI maintains multiple networks and subnetworks, and periodically consolidates networks or migrates clients to other networks and subnetworks. If, due to an access concern, Sponsor requests that ESI attempt to add a particular retail pharmacy to the network of Participating Pharmacies serving Sponsor and its Members hereunder, ESI will make commercially reasonable efforts to add any such pharmacy to the Participating Pharmacy network for Sponsor, provided that such pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions. If any such pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions except for ESI's standard network rates (i.e., the particular pharmacy will only agree to higher than standard reimbursement rates), and Sponsor nevertheless requests that ESI add such pharmacy, the rate charged to Sponsor for Prescription Drug Claims processed through such pharmacy (assuming ESI agrees to contract with such pharmacy) will be the net ingredient cost plus the dispensing fee paid by ESI to such Participating Pharmacy (plus applicable sales or excise tax or other governmental surcharge, if any). All such Prescription Drug Claims will be excluded from the pricing guarantees set forth in Exhibit A.

(i) ESI will require each Participating Pharmacy to meet ESI's network participation requirements, including but not limited to licensure, insurance and provider agreement requirements. ESI also performs audits (i.e., electronic or on-site) of Participating Pharmacies to determine compliance with their provider agreement billing requirements. ESI will attempt recovery of identified overpayments through offset, demand or other reasonable means; provided that ESI will not be required to institute litigation. Recovered overpayments are credited to Sponsor. To compensate ESI for the cost of conducting audits and audit-related services, ESI charges a standard fee in the amount set forth in Exhibit A upon recovery of overpayments. Copies of participation requirements and auditing processes are available upon request.

(ii) ESI does not direct or exercise any control over the Participating Pharmacies or the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. ESI shall have no liability to Sponsor, any Member or any other person or entity for any act or omission of any Participating Pharmacy or its agents or employees.

(b) Mail Service Pharmacy. Members may have prescriptions filled through the Mail Service Pharmacy. Subject to applicable law, ESI may communicate with Members regarding benefit design, cost savings, availability and use of the Mail Service Pharmacy, as well as provide supporting services. ESI may suspend Mail Service Pharmacy services to a Member who is in default of any Copayment amount due ESI. Sponsor will be responsible for any unpaid Member Copayment amounts if payment has not been received from the Member within one hundred twenty (120) days following dispensing. Sponsor will be billed following the one hundred twenty (120) day collection period, with payment due in accordance with the payment terms set forth in Section 3.2 of this Agreement.

(c) Specialty Products and ASES. As elected by Sponsor on the Set-Up Forms, Members may have prescriptions filled through ESI Specialty Pharmacy on an exclusive basis (i.e., “ESI Specialty Pharmacy – Exclusive Care”) or at Participating Pharmacies and through ESI Specialty Pharmacy (i.e., “ESI Specialty Pharmacy – Open Care”). Subject to applicable law, ESI and ESI Specialty Pharmacy may communicate with Members and physicians to advise Members filling Specialty Products at Participating Pharmacies of the availability of filling prescriptions through ESI Specialty Pharmacy. Specialty Products will be excluded from any price guarantees set forth in the Agreement. In no event will the Mail Service Pharmacy or Participating Pharmacy pricing specified in the Agreement apply to Specialty Products.

(i) ESI will notify Sponsor no more frequently than monthly of new Specialty Products that are introduced to the market on or after the Effective Date of this Agreement with their applicable reimbursement rates (“Notice”). The parties agree as follows:

(A) If Sponsor has expressly excluded a specific therapy class or product on a Set-Up Form, Specialty Products in such excluded classes will automatically be deemed excluded from coverage and will reject as “NDC Not Covered” through Participating Pharmacies, Mail Service Pharmacy and ESI Specialty Pharmacy; otherwise, subject to (B) below, all other Specialty Products will be implemented as Covered Drugs at the rate specified in the applicable Specialty Drug list or Notice. If Sponsor desires to cover otherwise excluded Specialty Products, Sponsor must notify ESI in writing that it desires to cover the Specialty Product before ESI will adjudicate as a Covered Drug, and if ESI receives such confirmation of coverage from Sponsor such Specialty Product will be loaded thereafter as a Covered Drug at the applicable reimbursement rate set forth in the Notice.

(B) Sponsor must notify ESI in writing if it wants to exclude the Specialty Product from coverage. The exclusion will be implemented within seven (7) business days after the date of ESI's receipt of such notification. There will not be any retroactive denials for Prescription Drug Claims processed prior to ESI's receipt of the rejection notice and implementation of the exclusion as provided above and Sponsor will be responsible for the payment of such Prescription Drug Claims processed prior to the rejection of coverage.

(ii) For Specialty Products filled through ESI Specialty Pharmacy only, Members may receive the following services from ESI Specialty Pharmacy, depending on the particular therapy class or disease state: ASES; patient intake services; pharmacy dispensing services and/or social services (patient advocacy, hardship reimbursement support, and indigent and patient assistance programs).

(iii) Subject to Sponsor's prior authorization requirements, if applicable, at the rates set forth in Exhibit A, ESI will provide or coordinate ASES for Members through ESI Specialty Pharmacy or through other specialty pharmacies or other independent third party providers of ASES when ASES is required. If ESI or ESI Specialty Pharmacy engages a third party provider of ASES, ESI or ESI Specialty Pharmacy shall contractually obligate such third party provider of ASES to comply with all applicable laws, including, without limitation, all applicable laws relating to professional licensure. ESI does not direct or exercise any control over any third party provider of ASES in administering Specialty Products or otherwise providing ASES.

(iv) If Sponsor elects the ESI Specialty Pharmacy - Open Care option, then any ancillary supplies, equipment, and services provided or coordinated in connection with the dispensing of Specialty Products at Participating Pharmacies (for example, limited distribution products not then available through ESI Specialty Pharmacy or overrides) will be billed to Sponsor at the cost charged to ESI for such ancillary supplies, equipment, and services provided or coordinated, unless such ancillary supplies, equipment, and services provided or coordinated are included in the ingredient cost of the Specialty Product.

2.3 Claims Processing.

(a) Claims Processing.

(i) ESI will perform claims processing services for Covered Drugs dispensed by Participating Pharmacies, Mail Service and ESI Specialty Pharmacy. The “per Rx” administrative fees set forth in Exhibit A shall be charged for all claims processing services, including initial, rejected, reversed and reprocessed Prescription Drug Claim processing.

(ii) In connection with each prescription submitted for processing on-line by a Participating Pharmacy, ESI will perform standard drug utilization review (“DUR”) in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. ESI's DUR processes are not intended to substitute for the professional judgment of the prescriber, the dispensing pharmacist or any other health care professional providing services to the Member.

(iii) If elected by Sponsor, ESI will process Member Submitted Claims in accordance with the rules in the Set-Up Forms and ESI's standard procedures.

(iv) If authorized by Sponsor on the Set-Up Forms, ESI will process Subrogation Claims in accordance with applicable federal and state laws, in which case Sponsor will pay such Subrogation Claims in accordance with Article III and Exhibit A. If Sponsor does not authorize ESI to process Subrogation Claims, ESI will reject the claim and refer claimants to Sponsor regarding such claims, in accordance with applicable federal and state laws. ESI is not legally responsible to pay Subrogation Claims to the extent Sponsor is not timely paying ESI with respect to such Subrogation Claims.

(v) Sponsor or its third party designee (as applicable) will have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.

(b) Prior Authorization. For the fees set forth in the Clinical 360 Addendum described in Exhibit A-2 (if applicable), ESI will provide prior authorization ("PA") services as specified and directed by Sponsor for drugs designated on the Set-Up Form. Prior authorized drugs must meet Sponsor-approved guidelines ("Guidelines") before they are deemed to be Covered Drugs. Unless Sponsor otherwise directs, Sponsor hereby authorizes coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly set forth in the Guidelines. In determining whether to authorize coverage of such drug under the PA Program, ESI will apply only the Guidelines and may rely entirely upon information about the Member and the diagnosis of the Member's condition provided to it from the prescriber. ESI will not undertake to determine medical necessity, make diagnoses or substitute ESI's judgment for the professional judgment and responsibility of the prescriber.

(c) Claims for Benefits. ESI will process initial "claims for benefits" for Member Submitted Claims and PA requests consistent with the ERISA claims rules set forth in 29 CFR Part 2560 (or applicable state law if a non-ERISA plan) ("Claims Rules"). At Sponsor's election, and for the fees set forth in Exhibit A, ESI will offer language translation services as required under the Claims Rules for certain initial "claims for benefits". Sponsor may elect to have ESI perform appeals services in connection with denied "claims for benefits" for the fees set forth in Exhibit A, or facilitate such services through Sponsor or a third party of Sponsor's choice. If Sponsor elects to conduct its own appeals or facilitate through a third party of Sponsor's choice, ESI will route Member appeals to Sponsor or other Sponsor designated entity. If Sponsor elects to have ESI perform appeals services, Sponsor agrees that ESI may perform such services through the UM Company. Through its contract with ESI, the UM Company has agreed to be, and will serve as, the named fiduciary for its performance of such appeals. ESI also agrees to accept fiduciary status solely with respect to its performance of any appeal.

(d) UM Company. In the event ESI performs appeals services, or facilitates the performance of appeals services through the UM Company, ESI or the UM Company, as applicable, will be responsible for conducting the appeal on behalf of Sponsor in accordance with the Claims Rules. ESI represents to Sponsor that UM Company has contractually agreed that: (A) UM Company will conduct appeals in accordance with the Claims Rules and Sponsor's plan, (B) Sponsor is a third party beneficiary of UM Company's agreement with ESI (a copy of which is available upon request) and the remedies set forth therein, and (C) UM Company will indemnify Sponsor for third party claims caused by the UM Company's negligence or willful misconduct in providing the appeal services.

(e) External Review Services.

ESI will not conduct any external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations ("PPACA")); provided, however, Sponsor may elect to have UM Company facilitate the provision of external review services through UM company contracted IROs (as such term is defined in PPACA), for the fees set forth on Exhibit A below (if applicable). Sponsor must execute a standard ESI "External Appeals Services" Set-Up Form, which may be requested through ESI Account Management, in order to receive such services from UM Company.

In the event that Sponsor elects to utilize UM Company to facilitate the provision of external review services through UM Company contracted IROs, UM Company will be responsible for facilitating all such appeals (and the IROs will be responsible for providing all such appeals) in accordance with PPACA and all other applicable federal and state laws, and Sponsor hereby acknowledges and agrees that:

(i) UM Company (with respect to facilitating the external reviews) and the IROs (with respect to performing the external reviews), and not ESI, will be providing external review services; UM Company is an independent contractor of ESI; the IROs are independent contractors of UM Company and not ESI; and ESI does not in any way control or direct either UM Company or the IROs with respect to facilitation or performance of external review services provided by each respectively.

(ii) ESI represents to Sponsor that UM Company has contractually agreed that: (A) UM Company will facilitate all external review services in accordance with PPACA and all other applicable federal and state laws; (B) UM Company will contractually require its contracted IROs to perform all external reviews in accordance with PPACA and all other applicable federal and state laws; (C) to the extent not prohibited by law, UM Company will indemnify, defend and hold Sponsor harmless from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (including reasonable attorney's fees, costs and expenses), arising out of, resulting from, or related to any act, omission or default by the IROs in their performance of the external reviews; and (D) Sponsor has third party beneficiary rights to enforce the preceding indemnification and hold harmless provision.

(f) Call Center. ESI will provide 24-hours a day, 7-days a week toll-free telephone, IVR and Internet support to assist Sponsor, Sponsor's agents and Members with Member eligibility and benefits verification, location of Participating Pharmacies or other related Member concerns.

2.4 Formulary Support and Rebate Management.

(a) Formulary Adherence and Clinical Programs. ESI may provide clinical, safety, adherence, and other like programs as appropriate. The Clinical 360 Addendum described in Exhibit A-2 sets forth certain available adherence, clinical, safety and/or trend programs that require additional fees hereunder. ESI will not implement any program for which Sponsor may incur an additional fee without Sponsor's prior written approval and election of such program.

(b) Rebate Program. Subject to the remaining terms of this Agreement, ESI will pay to Sponsor the amounts set forth on Exhibit A.

2.5 Program Operations.

(a) Reporting. ESI will make available to Sponsor ESI's on-line standard management information reporting applications. Upon Sponsor's request, ESI may develop special reporting packages or perform custom programming at ESI's standard hourly rate for such services, as set forth in Exhibit A.

(b) Claims Data.

(i) Claims Data Retention. ESI will retain Sponsor's claims data for a total of ten (10) years from the date the prescription is filled. Thereafter ESI will dispose of such data in accordance with its standard policies and practices and applicable state and federal law. Disposition of PHI shall be in accordance with the Business Associate Agreement.

(ii) Claims Data to Vendors. Upon Sponsor's written request and at no additional charge, ESI will provide regular prescription claims data in ESI's standard format(s) to Sponsor's vendors ("Vendors") for disease management, flexible savings account and other "payment," "treatment" and "healthcare operations" purposes (as defined under HIPAA). Requests for retrieval of data beyond thirty (30) months are subject to the hourly custom programming charge set forth in Exhibit A.

(iii) De-Identified Claims Data. ESI or its affiliates may use and disclose both during and after the term of this Agreement the anonymized claims data (de-identified in accordance with HIPAA) including drug and related medical data collected by ESI or provided to ESI by Sponsor for research; provider profiling; benchmarking, drug trend, and cost and other internal analyses and comparisons; clinical, safety and/or trend programs; ASES; or other business purposes of ESI or its affiliates, in all cases subject to applicable law.

(c) Sponsor Audits. Provided that this Agreement has been duly executed by Sponsor and Sponsor is current in the payment of invoices under this Agreement, Sponsor may, upon no less than thirty (30) days prior written request, audit ESI's provision of services hereunder, the scope of which shall be to verify regulatory compliance and/or compliance with the financial terms of this Agreement, on an annual basis consistent with the Audit Protocol set forth in Exhibit B. Sponsor may use an independent third party auditor ("Auditor"), so long as such Auditor is not engaged in providing services for Sponsor or otherwise that conflict with the scope or independent nature of the audit (as determined by ESI acting reasonably and in good faith), and provided that Sponsor's Auditor executes a mutually acceptable confidentiality agreement. Any request by Sponsor to permit an Auditor to perform an audit will constitute Sponsor's direction and authorization to ESI to disclose PHI to the Auditor.

ARTICLE III - FEES; BILLING AND PAYMENT

3.1 **Fees.** In consideration of the PBM Services provided by ESI, Sponsor will pay the applicable claims reimbursement amounts ("Claims Reimbursements") and other administrative fees ("Administrative Fees") pursuant to the terms set forth on Exhibit A ("Claims Reimbursements," "Administrative Fees" and any other charge or fee that is the responsibility of Sponsor as may be described elsewhere in this Agreement are hereinafter referred to collectively as "Fees"). ESI may use any excess achieved in any guarantee offered pursuant to this Agreement to make up for, and offset, a shortfall in any other guarantee set forth in this Agreement.

3.2 **Billing and Payment.**

(a) **Billing.** ESI will invoice Sponsor weekly for all applicable Fees.

(b) **Payment.** Sponsor will pay ESI by wire, ACH transfer or pre-authorized debit within two (2) business days from the date of Sponsor's receipt of each ESI invoice. Sponsor will be responsible for all costs of collection, and agrees to reimburse ESI for such costs and expenses, including reasonable attorneys' fees. All amounts not paid by the due date thereof will bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law. In addition to any rights under Section 6.2, ESI may apply Rebate amounts otherwise owed to Sponsor against any unpaid Fees.

(c) **Deposit.** If, at any time: (i) Sponsor has two or more invoices past due and outstanding, or (ii) ESI has reasonable grounds to believe Sponsor may be delinquent in payment of fees based on Sponsor's financial data (e.g., persistent negative cash flow, bankruptcy or insolvency), ESI may require that the Sponsor provide to ESI a deposit in an amount equal to the average of the last three (3) months of billing history as the basis for determining the one (1) month deposit amount or, if three (3) months billing history is not available, the most recent month of billing history as the basis. ESI will retain the deposit until the earlier of termination of this Agreement (following any run-off period), or six (6) consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to delinquent fees until return of the deposit.

3.3 **Third Party Administrative Fees.** Sponsor hereby directs and authorizes ESI to facilitate the payment of a quarterly consulting fee of \$0.40 per Prescription Drug Claim ("Consulting Fees") to The Ohio State University Health Plan, ("OSU HP") on behalf of Sponsor for the consulting services OSU HP provides to Sponsor. ESI agrees to facilitate the consulting fees subject to the following:

(a) Sponsor has executed this Agreement; and Sponsor is current in its payment obligations to ESI. ESI understands that Sponsor may direct ESI to cease paying the Consulting Fees, and Sponsor shall hold ESI harmless with respect to any dispute between Sponsor and OSU HP regarding the Consulting Fees if ESI has paid such fees in accordance with the terms above.

(b) Sponsor hereby represents and warrants that the Consulting Fees are fair and reasonable, commensurate with other Consulting Fees in the industry and not in violation of any law or regulation, including ERISA. ESI will not pay per prescription Consulting Fees on Medicare subsidy utilization.

ARTICLE IV – HIPAA; CONFIDENTIAL INFORMATION

4.1 **HIPAA.** The parties agree that as relates to use and disclosure of PHI, electronic transaction standards and security of electronic PHI under the Health Insurance Portability and Accountability Act of 1996, as amended, they are subject to the terms of the Business Associate Agreement set forth in Exhibit C. Notwithstanding the foregoing, the parties acknowledge that in providing services to Members, ESI Specialty Pharmacy and the Mail Service Pharmacy are acting as separate health care provider covered entities under HIPAA and not as business associates to the Plan covered by the Business Associate Agreement. In providing services, ESI Specialty Pharmacy and the Mail Services Pharmacy shall abide by all HIPAA requirements applicable to covered entities and shall safeguard, use and disclose Member PHI accordingly.

4.2 **Confidential Information.**

(a) Each party agrees that the terms of this Agreement and information of the other party, including, but not limited to and the following, will constitute confidential and proprietary information ("Confidential Information"): (i) with respect to ESI: ESI's reporting and other web-based applications, eligibility and adjudication systems, system formats and databanks (collectively, "ESI's Systems"), clinical or formulary management operations or programs, fraud, waste and abuse tools and programs, anonymized claims data (de-identified in accordance with HIPAA); ESI Specialty Pharmacy and Mail Service Pharmacy data; information and contracts relating to Rebates and Manufacturer Administrative Fees, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements; and (ii) with respect to Sponsor: Participating Pharmacy Sponsor and Member identifiable health information and data, Eligibility Files, Set-Up Form information, business operations and strategies. Neither party will use the other's Confidential Information, or disclose it or this Agreement to any third party (other than Sponsor attorneys and accountants), at any time during or after termination of this Agreement, except as specifically contemplated by this Agreement or upon prior written consent, which will not unreasonably be withheld. Upon termination of this Agreement, each party will cease using the other's Confidential Information, and all such information will be returned or destroyed upon the owner's direction. Confidential Information does not include information which is or becomes generally available to the public; was within the recipient's possession or knowledge prior to its being furnished to the recipient pursuant to this Agreement, or is independently developed by the recipient under circumstances not involving a breach of this Agreement.

(b) Sponsor will not, and will not permit any third party acting on Sponsor's behalf to, access, attempt to access, test or audit ESI's Systems or any other system or network connected to ESI's Systems. Without limiting the foregoing, Sponsor will not: access or attempt to access any portion or feature of ESI's Systems, by circumventing ESI's Systems access control measures, either by hacking, password "mining" or any other means; or probe, scan, audit or test the vulnerability of ESI's Systems, nor breach the security or authentication measures of ESI's Systems.

ARTICLE V - COMPLIANCE WITH LAW; FIDUCIARY ACKNOWLEDGEMENTS; FINANCIAL DISCLOSURE

5.1 **Compliance with Law; Change in Law.** Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Sponsor shall be responsible for any governmental or regulatory charges and taxes imposed upon or related to the services provided hereunder. With respect to any Plan that is subject to the provisions of ERISA, the Sponsor or the plan sponsor shall ensure that its activities in regard to such program are in compliance with ERISA, and shall be responsible for disclosing to Members any and all information relating to the Plan and this Agreement as required by law to be disclosed, including any information relating to Plan coverage and eligibility requirements, commissions, rebates, discounts, or provider discounts referred to in Section 5.4 hereof. If there is a new or change in federal or state laws or regulations or the interpretation thereof, or any government, judicial or legal action that, among other things, materially burdens ESI, requires ESI to increase payments or shorten payment times for Covered Drugs to Participating Pharmacies, or materially changes the scope of services hereunder (a "Change in Law"), then there shall be an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates hereunder. If the parties cannot agree on a modification or adjusted fee or rates, then either party may terminate the Agreement on thirty (30) days prior written notice to the other.

5.2 **Fiduciary Acknowledgements.** ESI offers pharmacy benefit management services, products and programs ("PBM Products") for consideration by all clients, including Sponsor. The general parameters of the PBM Products, and the systems that support these products, have been developed by ESI as part of ESI's administration of its business as a PBM. The parties agree that they have negotiated the financial terms of this Agreement in an arm's-length fashion. Sponsor acknowledges and agrees that, except for the limited purpose set forth in Section 2.3(c), neither it nor the Plan intends for ESI to be a fiduciary (as defined under ERISA or state law) of the Plan, and, except for the limited purpose as set forth in Section 2.3(c), neither will name ESI or any of ESI's wholly-owned subsidiaries or affiliates as a "plan fiduciary." Sponsor further acknowledges and agrees that neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates: (a) have any discretionary authority or control respecting management of the Plan's prescription benefit program, except as set forth in Section 2.3(c), or (b) exercise any authority or control respecting management or disposition of the assets of the Plan or Sponsor. Sponsor further acknowledges that all such discretionary authority and control with respect to the management of the Plan and plan assets is retained by Sponsor or the Plan. Upon reasonable notice, ESI will have the right to terminate PBM Services to any Plan (or, if applicable, Members) located in a state requiring a pharmacy benefit manager to be a fiduciary to Sponsor, a Plan, or a Member in any capacity.

5.3 **Disclosure of Certain Financial Matters.** In addition to the Administrative Fees paid to ESI by Sponsor, ESI and ESI's wholly-owned subsidiaries or affiliates derive revenue in one or more of the ways as further described in the Financial Disclosure to ESI PBM Clients set forth in Exhibit D hereto ("Financial Disclosure"), as updated by ESI from time to time. Unlike the Administrative Fees, the revenues described in the Financial Disclosure are not direct or indirect compensation to ESI from Sponsor for services rendered to Sponsor or the Plan under this Agreement. In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries and affiliates act on their own behalf, and not for the benefit of or as agents for Sponsor, Members or the Plan. ESI and ESI's wholly-owned subsidiaries and affiliates retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure and, accordingly, Sponsor acknowledges that neither it, any Member, nor the Plan, has a right to receive, or possesses any beneficial interest in, any such fees or revenues; provided, that ESI will pay Sponsor amounts equal to the amounts expressly set forth on Exhibit A.

ARTICLE VI - TERM AND TERMINATION; DEFAULT AND REMEDIES

6.1 Term.

(a) This Agreement will commence effective as of June 1, 2013, or the date that is ten (10) business days following ESI's execution of this Agreement ("Effective Date"), and will continue through December 31, 2016 ("Initial Term"), and may be terminated earlier or extended in accordance with the terms of Section 6.2 below. Thereafter, this Agreement will automatically renew with the same terms and conditions as set forth herein for successive one (1) year renewal terms, subject to the right of termination as otherwise provided herein.

(b) Not less than ninety (90) days prior to the end of the Initial Term or any renewal term of this Agreement either party may notify the other party in writing that it desires to terminate this Agreement effective as of the end of the then current term.

6.2 Termination.

(a) Breach or Default. Either party may give the other written notice of a material, substantial and continuing breach of this Agreement. If the breaching party has not cured said breach within thirty (30) days from the date such notice was sent, this Agreement may be terminated at the option of the non-breaching party. If the amount of time commercially reasonable for the breach to be cured is longer than thirty (30) days, this Agreement may not be terminated by the non-breaching party pursuant to this provision until such commercially reasonable period of time has elapsed; provided, however, that in no event will such period exceed sixty (60) days.

(b) Non-Payment. Notwithstanding anything to the contrary herein, ESI (and its wholly-owned subsidiaries) may terminate or suspend their performance hereunder and cease providing or authorizing provision of Covered Drugs to Members upon forty-eight (48) hours written notice if Sponsor fails to pay ESI or provide a deposit, if required, in accordance with the terms of this Agreement. ESI attempts collection through written and verbal communications with Sponsor prior to sending the notice described herein.

(c) Obligations Upon Termination. Upon notice of termination of this Agreement, the parties will mutually develop a run-off plan providing for: (i) Sponsor notification to Members of the timing of any transition to a successor pharmacy benefit manager at least thirty (30) days prior to the effective date of such termination; (ii) ESI provision of open Mail Service Pharmacy refill files and standard claims data and PA files for transition to the successor pharmacy benefit manager in accordance with then existing industry protocol; and (iii) whether Sponsor elects for ESI to process Participating Pharmacy or Member Submitted Claims for prescriptions filled during the Term but filed with ESI after the effective date of termination ("Termination Date"). Sponsor will continue to pay ESI in accordance with this Agreement for any Fees for PBM Services provided during the term and any run-off period. ESI will continue filing for Rebates for claims incurred prior to the Termination Date and will, subject to final reconciliation of any outstanding amounts owed by Sponsor to ESI, pay Sponsor Rebates for such claims in accordance with the Rebate payment schedule set out herein. Notwithstanding anything in this Agreement to the contrary, ESI shall not be obligated to provide post-transition services following the transition to the successor pharmacy benefit manager and conclusion of the run-off period, including, but not limited to, the provision of continued data reporting, reporting, consultation, or analysis.

6.3 Remedies.

(a) Remedies Not Exclusive. A party's right to terminate this Agreement under Article VI will not be exclusive of any other remedies available to the terminating party under this Agreement or otherwise, at law or in equity.

(b) Force Majeure. Neither party will lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Agreement that are beyond a party's reasonable control, including, without limitation, any delay or failure due to riots, earthquakes, storms, floods or other extreme weather conditions, fires, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities, government acts or regulations, the failure or inability of carriers, suppliers, or telecommunications providers to provide services necessary to enable a party to perform its obligations hereunder, or any other reason where failure to perform is beyond the party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party; *provided, however*, that this clause may not be invoked to excuse a party's payment obligations hereunder. ESI represents that it maintains and continually updates a business continuity plan designed to mitigate any disruption to the services provided by ESI under this Agreement.

(c) Limitation of Liability. Except for the indemnification obligations set forth in Section 6.3(d), each party's liability to the other hereunder will in no event exceed the actual proximate losses or damages caused by breach of this Agreement. In no event will either party or any of their respective affiliates, directors, employees or agents, be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence.

(d) Indemnification.

(i) In addition to any indemnification obligations set forth in the Business Associate Agreement, ESI will indemnify and hold Sponsor harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and attorney fees ("Costs") incurred in connection with any and all third party claims, suits, investigations or enforcement actions ("Claims") which may be asserted against, imposed upon or incurred by Sponsor and arising as a result of (A) ESI's negligent acts or omissions or willful misconduct (including those of the Mail Service Pharmacy and ESI Specialty Pharmacy), or (B) ESI's breach of this Agreement.

(ii) Sponsor will indemnify and hold ESI harmless from and against any Costs for Claims which may be asserted against, imposed upon or incurred by ESI and arising as a result of (A) Sponsor's negligent acts or omissions or willful misconduct, benefit design and coverage decisions, or breach of this Agreement, or (B) any improper use Sponsor, an Auditor or Vendor may make of PHI or ESI System access provided to such party.

(iii) As a condition of indemnification, the party seeking indemnification will notify the indemnifying party in writing promptly upon learning of any Claim for which indemnification may be sought hereunder, and will tender the defense of such claim to the indemnifying party. No party will be obligated to indemnify the other with respect to any claim settled without the written consent of the other.

6.4 Survival. The parties' rights and obligations under the Sections 2.5, Articles III, IV and V; and Sections 6.2(c), 6.3, 6.4, 7.2, 7.3, 7.4 and 7.6 will survive the termination of this Agreement for any reason.

ARTICLE VII – MISCELLANEOUS

7.1 Liability Insurance. Each party will maintain such policies of general liability, professional liability and other insurance of the types, including self insurance, and in amounts customarily carried by their respective businesses. Proof of such insurance will be available upon request. ESI agrees, at its sole expense, to maintain during the term of this Agreement or any renewal hereof, commercial general liability insurance, pharmacists professional liability insurance for the Mail Service and ESI Specialty Pharmacy pharmacies, and managed care liability with limits, excess of a self insured retention, in amounts of not less than \$5,000,000 per occurrence and in the aggregate. ESI does not maintain liability insurance on behalf of any Participating Pharmacy, but does contractually require such pharmacies to maintain a minimum amount of commercial liability insurance or, when deemed acceptable by ESI, to have in place a self-insurance program

7.2 Notice. Any notice or document required or permitted to be delivered pursuant to this Agreement must be in writing and will be deemed to be effective upon mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service, in either case properly addressed to the other party at the address set forth below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

Express Scripts, Inc.
Attn: President
One Express Way
St. Louis, Missouri 63121
With copy to Legal Department
Fax No. (800) 417-8163

Belmont County Commissioners
Attn: Matt Coffland
101 West Main Street
St. Clairsville, OH 43950

7.3 Independent Parties. No provision of this Agreement is intended to create or will be construed to create any relationship between ESI and Sponsor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party, nor any of their respective representatives, will be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither party will have the right to make any representations concerning the duties, obligations or services of

the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the party about which such representation is asserted.

7.4 Assignment and Subcontracting. Sponsor may assign this Agreement upon first obtaining ESI's written consent, which consent will not be unreasonably withheld following a standard credit review of the proposed assignee. Sponsor acknowledges and agrees that ESI may perform certain services hereunder (e.g., mail service pharmacy and specialty pharmacy services) through one or more ESI subsidiaries, affiliates, or designees. ESI is responsible and liable for the performance of its subsidiaries and affiliates in the course of their performance of any such service. To the extent that ESI subcontracts any PBM Service under this Agreement to a third party, ESI is responsible and liable for the performance of any such third party. In addition, ESI may contract with third party vendors to provide information technology support services and other ancillary services, which services are not PBM Services hereunder, but rather are services that support ESI's conduct of its business operations. This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the parties hereto.

7.5 Integration; Amendments. This Agreement and any Exhibits hereto constitute the entire understanding of the parties hereto and supersedes any prior oral or written communication between the parties with respect to the subject matter hereof. If there is a separate Business Associate Agreement between the parties, such an agreement will be incorporated herein for all applicable purposes. No modification, alteration, or waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and signed by the parties or the agents of the parties who are authorized in writing, except as may be otherwise permitted pursuant to the terms and conditions of this Agreement or any Exhibit hereto.

7.6 Choice of Law. This Agreement will be construed and governed in all respects according to the laws in the State of Ohio, without regard to the rules of conflict of laws thereof.

7.7 Waiver. The failure of either party to insist upon the strict observation or performance of this Agreement or to exercise any right or remedy will not be construed as a waiver of any subsequent breach of this Agreement or impair or waive any available right or remedy.

7.8 Trademarks. Each party acknowledges each other party's sole and exclusive ownership of its respective trade names, commercial symbols, trademarks, and servicemarks, whether presently existing or later established (collectively "Marks"). No party shall use the other party's Marks in advertising or promotional materials or otherwise without the owner's prior written consent.

7.9 Taxes and Assessments. Any applicable sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee imposed on items dispensed, or services provided hereunder, or the fees or revenues generated by the items dispensed or services provided hereunder, or any other amounts ESI or one or more of its subsidiaries or affiliates may incur or be required to pay arising from or relating to ESI's or its subsidiaries' or affiliates' performance of services as a pharmacy benefit manager, third-party administrator, or otherwise in any jurisdiction, will be the sole responsibility of Sponsor or the Member. If ESI is legally obligated to collect and remit, or to incur or pay, any such sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee in a particular jurisdiction, such amount will be reflected on the applicable invoice or subsequently invoiced at such time as ESI becomes aware of such obligation or as such obligation becomes due. ESI reserves the right to charge a reasonable administrative fee for collection and remittance services provided on behalf of Sponsor.

7.10 Third Party Beneficiary Exclusion. This Agreement is not a third party beneficiary contract, nor will this Agreement create any rights on behalf of Members as against ESI. Sponsor and ESI reserve the right to amend, cancel or terminate this Agreement without notice to, or consent of, any Member.

7.11 Authority to Contract. Sponsor hereby represents and warrants that it has obtained due and proper authority to enter into this Agreement through its governing body.

7.12 Open Records Requests. ESI acknowledges that Sponsor, as a government agency, may be subject to applicable freedom of information or open records laws and must, upon request, disclose such materials as are covered by and not exempted from such laws. Pursuant to Section 4.2 hereof, Sponsor acknowledges that certain information contained herein or subject to this Agreement is proprietary and confidential to ESI and shall be exempt from that Act to the fullest extent permitted by law. Sponsor agrees to give ESI notice and the minimum statutory or regulatory period of time to oppose, request redactions or limitations on any disclosures under a third party freedom of information or open records request pertaining to this Agreement or any proposal related hereto. This provision shall survive termination of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Pharmacy Benefit Management Agreement as of the day and year below set forth.

EXPRESS SCRIPTS, INC.

By: _____
Printed Name: _____
Title: _____
Date: _____

BELMONT COUNTY COMMISISONERS

By: Ginny Favede /s/
Printed Name: Ginny Favede
Title: Belmont County Commissioner
Federal ID Number: 34-6000236
Date: 6/5/13

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING A SUBORDINATION OF MORTGAGE REQUEST FOR PROPERTY OWNED BY CHRISTOPHER AND SHANA ANDERSON/BELOMAR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a Subordination of Mortgage request in the amount of \$79,900.00 in regard to property owned by Christopher and Shana Anderson, 127 Grace Ave., Barnesville, based upon the recommendation of Rick Healy, Housing Rehab Specialist, Belomar Regional Council.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that PrimeLending, A Plains Capital, 400 Lazelle Road #18, Columbus, OH 43240, shall loan the sum of **\$79,900.00** to **Christopher Lee Anderson and Shana Nicole Anderson**, married, of 127 Grace Avenue, Barnesville, Ohio, upon the security of a mortgage recorded in Official Record Volume _____, Pages _____, upon the following real property:

See Attached Exhibit A.

The undersigned, Finny Favede, Charles R. Probst, Jr., and Matt Coffland, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said Prime Lending, A Plains Capital, 400 Lazelle Road #18, Columbus, Oh 43240, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of mortgages thereon, dated August 15, 2008, executed and delivered to the Belmont County Recorder, by said **Christopher Lee Anderson and Shana Nicole Anderson**, and recorded in Volume 0166, at Pages 949-951, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages PrimeLending, A PlainsCapital, is now the owner and holder.

Ginny Favede, Charles R. Probst, Jr., and Matt Coffland, Belmont County Commissioners, have caused their names to be subscribed hereto this 5th day of JUNE, 2013.

Belmont County Commissioners:

By: Ginny Favede /s/
Ginny Favede
Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.
Matt Coffland /s/
Matt Coffland

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM
RURAL KING FOR ONE (1) HUSQVAMA ZERO TURN MOWER/
BUILDINGS AND GROUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Rural King in the amount of \$10,999.99 for one (1) Husqvarna zero turn mower, 34 HP, SKU-49180319 for the Belmont County Buildings & Grounds Department, based upon the recommendation of Jack Regis, Facilities Manager.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT
TO EXECUTE CHANGE ORDER NO. 1 FOR JARVIS, DOWNING &
EMCH, INC./COMMON PLEAS COURTROOM RENOVATION PROJECT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize Commission President Ginny Favede to execute Change Order No. 1 in the amount of \$3,174.97 for Jarvis, Downing & Emch, Inc. for the installation of new drywall on all exterior walls for the Belmont County Common Pleas Courtroom renovation project.

DISCUSSION – Mrs. Favede noted for the record: When we began this project the courtroom was renovated in the early 1970’s, from what I understand, and there was some paneling and molding along the wall and wallpaper. We weren’t quite sure what we would get into when we removed that. We were hopeful and probably too optimistic, but what we found was far from sufficient and the company we had hired to resurface the walls said that if they mud over them, all the cracks would just bleed through. We made the decision to install drywall around the entire perimeter of the actual courtroom. I don’t think there is any other way around it. That is the reason for the change order.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – A resident complained about the Agenda and asked why the executive sessions could not be held in the afternoon or after the regular meeting so that Open Public Forum would be earlier. Mr. Probst stated they are scheduled to accommodate the people the board invites to executive session. Mrs. Favede noted the purpose of the meeting was to conduct business and those executive sessions are part of conducting business. Mrs. Favede apologized and said the board is always trying to stay on time, but they are trying to conduct interviews in a timely fashion in order to move one of our largest branches of county government forward.

Richard Hord repeated information provided by another resident and quoted in a newspaper regarding surplus monies and asked if it was accurate. Mr. Probst advised Mr. Hord the information did not come from the Board of Commissioners and to direct his questions regarding the same to the sources and he could also check with the Belmont County Auditor. Mr. Hord again referred to a newspaper article regarding the Senior Program status and requested a written report on the transition and future projections. Mr. Coffland said that has been asked by Mike Bianconi and others and he has no objections to this. He noted he is only one member of the board. Mr. Hord wanted to know when it is projected to have a new Director for DJFS and a Senior Services Coordinator. Mrs. Favede replied there is no date yet as the interview process is still ongoing. Mr. Hord asked if Mr. Pielech would be retained, after his scheduled date of departure, possibly as a consultant to train the new person and if so, at what pay? Mrs. Favede said she was not able to answer those questions right now.

At this time Mr. Coffland as to take the floor for a few minutes. He stated the following: “I have been notified by our staff and also the County Engineer and others that there possibly could be a motion on this floor today that could dissolve the N37 Mall Road Improvement Project Fund and move that \$1.9 million back into the General Fund. I have asked a gentleman that I have been working with for the last four (4) years on this road project, along with The Cafaro Company, to come in and bring the board an update of where we are at and where their company sees we are at before any decisions or any of that thinking process of heading in that direction is even a thought. I’ve asked Tim Matune, who is legal counsel for The Cafaro Company, to come. He and I, along with Anthony Cafaro, Commissioner Favede when available, the TID, ODOT, Federal Highways, Belomar; we’ve all been attending different meetings. I can tell you since I’ve come on board, I’ve got more hours in this project than I’d like to try to count up along with a lot of others, I’m not the only one, Commissioner Favede and Dennis Bigler also. But when I heard some rumblings of possibly moving these funds and taking out of the road project, I asked, I called The Cafaro Company and explained what I am hearing, not that it is done yet, but I do have a paper here that looks like it could be done, to join me and to give him the floor from a different perspective than just government, from a public investment company that has invested millions of dollars into our county and we thank you for that, and would like to offer the floor, open up to the Commissioners any questions they may have or the public, and just kind of bring up to date where the project, the history of the project, and what Cafaro Company has exactly invested and what they are looking to invest into Belmont County in the very near future. With that, I would like to offer the floor to Tim Matune with The Cafaro Company.”

Mr. Matune thanked the board for allowing him the opportunity to speak. He is with The Carafano Company/Ohio Valley Mall. He stated the following: “When considering a proposed resolution such as this, I’d like to talk to about the context and the history of this. The context in which it occurs and the concern that you may have going forward with this. This project was first conceived, at least according to chronology provided to me by ODOT, in 2004 and this project need was described from ODOT as to alleviate congestion, specifically at the Mall Road Interchange and Mall Road, US 40, Banfield Road, and economic development. The City of St. Clairsville made the presentation to TRAC and in August of 2005 the President signed legislation awarding an earmark of \$7 million for the construction of an interchange or other appropriate access on I-70 West to the existing Mall Road exit in Belmont County. It sat there for a long time; a frustratingly long time. However, within just the past couple of months this project, through the needling of Commissioner Coffland to ODOT and with Roxanne Cain, who is the Planning Administrator of District 11 of ODOT, this project has really acquired a lot of momentum. At Commissioner Coffland’s urging on April 16 a meeting was held at the ODOT offices. Commissioner Coffland was there, Engineer Bill Street was there, I attended, one of our engineer’s Jim Shirrell attended and the result of that meeting was, let’s have a meeting with all the stakeholders, all of the participants, to see whether we can move this forward. So on May 16 there was a meeting over in Annex Building III, if I am correct, and there was as Matt said, Commissioner Favede, and Matt, and the Mayor of St. Clairsville and Mr. Bigler, the administrator, we had a representative from the Federal Highway Administration, we had representatives from ODOT, we had a representative from the Governor’s Office, Anthony Cafaro, Jr. was there, I was there, Bill Phipps of Belomar was there as well. A lot of momentum came out of that meeting in the fact that the project was segmented. The project as it is currently envisioned goes from Rt. 40 back from behind westerly of the Ohio Valley Plaza, the bridge comes over the interstate, then it comes around Ohio Valley Mall. Now, where it’s coming around the Ohio Valley Mall, that would really add an increase because it is coming far out from the mall. A couple of suggestions were discussed. No. 1, Anthony Cafaro, on behalf of Ohio Valley, Anthony Cafaro, Jr., on behalf of Ohio Valley Mall Company agreed to dedicate the property necessary for the road at no cost. Another item that he agreed to do, was that to the extent that the road could be incorporated into the existing mall roadway system, our Ring Road, if that meets ODOT and whatever else standards it has to meet, we would dedicate that portion of the road as well and you would just move our Ring Road in. We are currently trying to develop the area immediately west of the Ohio Valley Mall. (inaudible) So it’s behind the Ohio Valley Mall. Now if we could have that road which is coming over leading the thoroughfare over to Mall Road and Banfield, then the economic development potential is very, very great. Now we’re going to, Anthony Cafaro, Jr., even said that he would be willing to advance some of the

funds to the government if we could ultimately receive those funds. So although there were no binding commitments signed, basically without objection, Roxanne Kane, who is the Administrator, said if we can have the local government build the road from 40 to near the interstate, then the ODOT and the Feds would take it from there plus the additional contribution in kind, and perhaps monetarily, from the Ohio Valley Mall Company, this is moving this forward at that meeting I believe. Please Commissioner Favede, or Matt if I am speaking incorrectly let me know, it was stated that the local governments have that money to extend that road; Bill Street had done the engineering; and the money was in hand to build that road from 40 to where ODOT was going to pick it up.”

Mr. Coffland stated, “From 40 down through the property to the I-70 or the interchange where it would come across.”

Mr. Matune continued, “So the money is there; we’re working with the Feds and ODOT on the other portion of the road. There is a meeting, as a matter of fact, on Friday at the ODOT offices in New Philadelphia. And I am reading from an e-mail that I received from Roxanne Kane that says the third item on the Agenda is the Access Road Project from US 40 through St. Clair Commons, which that area is known over there. We need assurances that the project will be constructed before the Mall Road connector project. So that sort of indicates that that was discussed at that meeting. So we had a meeting on Friday and there wasn’t any objection made, there wasn’t any reference of well that money may not be there, and as a matter of fact I believe it was Mr. Phipps is it from Belomar who said, “Caution don’t try to federalize. Keep that local on that side. It will be built a lot quicker, a lot more simply, until the government comes in on that side things get more expensive, things get more complicated. So that is a historical context that we find ourselves in where we’re finally getting some momentum on this project that started in 2004 and we’re getting some momentum. If this money is moved and the local people don’t have the money, if we go to this meeting and say, Phase One cannot be done, then the entire project will go downhill. No we have a shopping center in Paducah, Kentucky, which is called Kentucky Oaks Mall. A similar situation happened where there were roads brought in from the other side. Economic growth grew exponentially. If we could develop something with a thoroughfare through that where we can have two sides of the street for economic development, then things will grow substantially. If we are only able to build from the mall a road lane down there, we might get one or two businesses and not too much. Another context thing that we are finding ourselves in, (Mr. Probst interrupted and stated, “So those businesses have been talked about are off the table then if that doesn’t go through, is that what you are saying?”) Mr. Matune said, “No.” Mr. Probst then stated, “The businesses we know about you are now going to get two out of everything that’s....?” Commissioner here’s the difference, as of right now if there is a one lane road coming down here, there will be definitely less economic development than if there is a thoroughfare.” Mr. Matune remarked about planned transportation network growth at The Highlands in West Virginia.

Mr. Matune continued, “There is a concern that I have and that is Roxanne Kane said that in the event that there is a withdrawal of the project by the local people or the local people take action to make a project impossible, if any federal money has been spent, the Feds may require a refund of that money, unless it has to do with environmental. If you do your environmental studies and they say that the environmental destruction is going to be so significant, well then that’s”..... Mrs. Favede stated, “I actually believe that’s incorrect. What I understood her to say was that when this project goes to TRAC funding application and it is not awarded that there would be a requirement by the federal government to pay back, and from my notes, ‘the risk of federal highways requiring a payback of funds expended because you couldn’t finish the project because you couldn’t acquire the additional funding from the state or any other way’, and I will note for the record that that is the federal earmark that does not belong to the county and the county would not be the ones expected to rescind those funds. That earmark was dedicated to the City of St. Clairsville. We haven’t any control over that earmark. It is not our ownership and we’ve not expended any of the funds from it. That would be on behalf of the City and they are currently looking into the legalities of that because they are very fearful of that situation.”

Mr. Coffland, stated, “But the fact remains the \$1.726,492 would have to be paid back. That was confirmed if the project does not go could be required with talking to Roxanne Kane, not only today but in the past, that that would be a requirement. I’d like to go into a little detail of what we are putting at stake here and I do have the authority from Cafaro Company to share this map that has not been in the public eye yet of what is at stake for the residents of Belmont County if we jeopardize this project. The way the project works right now is, from my understanding, if the locals would commit, the locals being us, the TID and the county, if we would commit according to No. 3 and what we are meeting on tomorrow, this access road from Point A down to Point B (Mr. Coffland pointing to map) of the tune of \$2.2 million and put this in, which we have already engineered down to this point. We have to finish the engineering down to here. If we would commit, which we have committed and they are under the understanding that we will commit, to take our money and put this part of the road in. ODOT would take the earmark that belongs to St. Clairsville and we would be like kind of swapping money because this is St. Clairsville money. So we are basically giving St. Clairsville \$2 million of county money to build here. They are going to basically give the county the earmark of \$6 million to build the overchange which will be through the county and ODOT and then Cafaro Company would pay, working with an agreement with ODOT that’s a side agreement, to go ahead and lay this structure in right here (pointing to map).. which he has revealed to ODOT. ODOT’s biggest question is two things: Do the locals have the money? And do you have a developer? We produced the money. Cafaro’s came onboard and produced the developer. With their vision west of the mall (referring to map again) this will be coming down through right to here (Commissioner Coffland pointed out the proposed location on the map), The Cafaro Company in their development right now, with our commitment that we are going to do this and with ODOT’s commitment, they have already met with I know a hotel manager and one restaurant, possibly two. They want to make sure that we are onboard and we stay onboard because they are ready to go to development immediately at developing this. The difference between private and public, and this would be a private/public venture, the private would not need to go through everything we need to go through. They can get a lot of this stuff done because they are a private builder. They can get this accomplished. The environmental, the permits to install and all of that, the red tape the government creates for ourselves, would have to be here. The advantage of us doing this project, we would be doing it as a local project which would require a lot less federal rules and regulations. By us working on this at the same the Cafaro’s are working on this, gives ODOT and the federal government time to work on the overpass and the permits, the environmental here. I can tell you up till four (4) weeks ago on April....(Mr. Matune said, “We met on April 16.”) Mr. Coffland continued, “When we went up to ODOT and I took the Cafaro Company up there because I wanted them to hear from ODOT my frustration that we’ve all been here on the TID and everyone facing this project. Well when Cafaro’s sit down and came on as a private partner with ODOT, it was just like you turned on a light switch. It opened their eyes up. They wanted to be involved. Now they are very interested. We used to go once every six-eight months meeting with ODOT. We’ve had three meetings in the last six weeks and we are meeting again Friday. So all I am asking, any change in direction by locals, by us, could jeopardize this project that has made a huge impact in the last six weeks...has changed the direction. I believe ODOT met this morning and discussed this because this just throws a wringer in that was not expected at all. They feel that the locals will continue here. They’ve been meeting with Cafaro’s on a daily, on a weekly basis with their engineers to get this alignment so it aligns with this crossing working with our engineer, Bill Street, to get everything done. That’s what our meeting is tomorrow. Our meeting tomorrow is to get our alignment straight and guarantee that we are onboard because ODOT federal highway is ready to move this project. And I just feel any change in our local... we have beat the same drum, we have gone time and time and time again and said we got our money, we’re working, what do you want the locals to do. We’ve done it, we’ve done it, we’ve done it and now all of a sudden, if I go up there and tell them that there is some change in our status, I’m afraid that this project could very well go away. What this means for the locals is possibly for our labor pool of construction of almost 10 buildings of construction. It means a highway road construction paying, because it’s government, paying top dollar at prevailing wage jobs. I guess the biggest thing, it opens up two retail centers, actually adds a third retail center, to compete with everyone else out there.

Mr. Probst stated, “Matt, there’s misinformation out there and I think somebody really twisted this thing completely out of proportion. You know, so I don’t know, who you are talking to or listening to, but you know. If you notice on e-mail from Roxanne, I wasn’t copied on it. I don’t think Commissioner Favede was copied on it. We received this yesterday from May 22.

Mr. Coffland said, "I can I tell you why it wasn't. When we met on the 16th or last week, Roxanne asked who wanted to come. She would e-mail who wanted to come. Mr. Probst said, "I know, but let me just ask you, I think I told you in the back room, everybody's getting excited for nothing. Mr. Coffland said, "Until I got the OK, which I got the OK last night at 10:00 to bring this map out; the mall renovation I sat on over a year and a half. Boscov's I knew for over a year and a half. I work with Cafaro Company very well and they trust me and I cannot reveal stuff that I know, as much as I would like to, it just gets out. And I don't want it to get out. The one thing that we have built over five years is a relationship of trust and it's not that I don't want to tell you; I swore to secrecy that I wouldn't tell and it's just part of economic development. It's nothing because it's just easier to keep it and not tell anyone. Cafaro's dropped this out at the meeting the other day and Anthony told me that I could share with everyone today what their plans are for the Ohio Valley Mall. And that's when I sent you the e-mail, and I did send you yesterday. Mr. Probst said, "I appreciate that." Mr. Coffland said, "And Commissioner Favede the e-mail because Roxanne sent it to me on Friday, I believe Thursday or Friday; I don't even know when I read it, the middle of last week when it came down and just due to one thing or another, I received it on, (Mrs. Favede said, May the 24th.)" Mr. Coffland continued, "June 3, June 4, two days ago is when I received it, so and I sent it to you guys yesterday." Mrs. Favede said, "It was sent to you on May the 24th." Mr. Coffland said, "OK, well yeah, OK, I am sorry, I didn't check them every day. Belmont County has a whole lot at stake." Mr. Probst stated, "Please don't be misled that this going to affect construction jobs, I think that's why you two are here (referencing residents present), that's not the truth. That's inaccurate. I did some checking too on what's going on. So, those 10 buildings you referenced, I don't believe they are in jeopardy from what I have been told. Matt you referenced... (interrupted) Mr. Matune said, "Excuse me Commissioner." Mr. Probst said, "Sure." Mr. Matune said, "If I may who told you that? First of all, this is developmental, this is perspective, this is what we would like to do. Did your source tell you that we would have the same chances to build 10 buildings on a one-lane essentially dead-end road as we would if we had a thoroughfare through it? Connecting from 40 all the way through? Mr. Probst said, "No, but that's one of my questions; is the first phase coming to end. I don't want to get into all of this but I will if I have to. Right here, (reviews maps) if we can't dead-end right here and stop for awhile, we have to go from here to the next public road which is where? We have to go from 40 to the next public road which is where? Mr. Coffland showed him on the map. Mr. Probst then stated, "We cannot expend county dollars to stop on private property. We have to connect one public road to another, so what is that cost? Mr. Probst said, "Less than \$2.9." Mr. Coffland said, "Yes, yes around \$2 million or something down to the bridge here Chuck. And then the earmark"...Mr. Probst asked, "Well where is the rest of the money coming from here?" Mr. Coffland replied, "We have \$2 million. Engineer, Engineer Bill Street..." Mr. Probst said, "We have \$1.94 million." Mr. Coffland referred to the map noting going onto 40 is a little more expensive. Mr. Coffland said, "Engineer Street feels pretty confident that that road can be built in the neighborhood of \$2 million. He feels, you know, very confident within that ballpark. Cafaro on their side, the number that ODOT had here was pretty high compared to where they were. And the overchanges would be what ODOT would be working on with the earmark. So to construct the job at the very most, at the very high figure, is around \$14 million to \$15 million. That's the very high figure. We can account for in the neighborhood of almost \$9 million right now without 6, 7, 8, 6 something and 2 or 8, right shy of \$9 million to run from here to here (refers to map) not counting the Cafaro property. So with the earmark and what's committed by the county, we feel that we are in the neighborhood or real close to \$10- 9 million to run from 40 over the interstate to the beginning of the west side of the interstate or the south side of the interstate.

Mrs. Favede said, "I feel that it's inappropriate for us to be having this conversation without Mayor Vincenzo present and Dennis Bigler. Mr. Coffland stated, "I have invited Mayor Vincenzo. I would like to go over who all I did invite. I invited Mayor Vincenzo, I invited Dennis Bigler, I invited Bill Street, Fred Bennett, Greg Bizzarri, and everyone else." Mrs. Favede said, "Ok, can I finish? Could I finish please because my point was going to be, the City of St. Clairsville at that meeting, indeed, made no objection, but they also did not agree to what was being presented. That was there decision to go. I'll be frank, we weren't expecting the see the Cafaro's sitting at the meeting that we thought we had set up. Apparently there were two different meetings being set up and that's what we thought we were getting an update from ODOT at a public officials meeting. And Mr. Bigler and Mr. Vincenzo were going to have their discussions separately with ODOT regarding their decisions. Point Number One: That's the City's earmark; it is not this County's and that needs to be dealt with with the City. Number Two: It is my understanding as of last night, the City of St. Clairsville does not have project in the Stein property. There is no contract; the ingress the right of way, all of those issues which are legal issues which entail lots of legal effort and lots of money have not been dealt with. So that road, that Phase One that Roxanne Cain addresses, the access road project from US 40 through the St. Clair Commons, we need assurances that the project will be constructed. Assurances cannot be addressed. There is no way the City can address that at this point. "

Mr. Matune said, "They can state that it's their intent to endeavor to build the road. Mrs. Favede said, "You know what, and I wouldn't pretend to speak on behalf of the City, I was a former City Councilwoman there, and that's something I think that needs to be addressed by the Mayor and his council, what they intend to do and how they want to address it. And as I said, I don't think it's appropriate for us to be having this conversation without them being a part of it."

Mr. Coffland said, "I talked to Dennis and I talked to Dennis who is sitting on the TID (I am Vice-Chairman of the TID) who is the driving force behind this who had no problems with me speaking. I would like to say that in the beginning the trade-off for the \$2 million was actually the City's representative, who is Dennis Bigler's idea, to move the local money here and move the earmark here. Through a conversation with you Ms. Favede, they are under the understanding that you no longer support this project. (Mrs. Favede said, "Oh that's not...") I am just telling you what I got from them and if that's the case, you're entitled to that, but I just think that we've worked on this project since 2004, and if you are no longer onboard with this that I agreed to back in..... I agreed that, and I will give Mr. Probst credit, he did vote no against putting that money back on September 2009 that you and I agreed to put that money there and now you are looking to change this money after hours upon hours of work by a lot of people. And if that's the case, then I guess it will be shown in the vote. I would like to please come to New Philly on Friday if your schedule allows with the understanding that we are still onboard and let ODOT finish putting the final pieces together of this long, drawn out process since 2004 that many other people before I have worked it. I can tell you in my experience, I've been to ODOT Central more times than I want to count in New Philly and more times and I have begged ODOT. I've even cried and asked ODOT please this is our lifeline; this is our lifeline to our county, to our coffers, to helping our county. When you go right across the border and you got a government over there that's giving everything away, it's hard for us to compete. Luckily we do have a private entity like The Cafaro Company who's willing to work with us to make this come true. I just ask, I ask you to at least meet with ODOT on Friday. Please accompany myself, Bill Street, I believe Dennis Bigler, the County Engineer will be going, before we make any rash decisions on moving this money and changing, and giving ODOT any other, giving ODOT any other ideas that we could even simply think about changing our scope of our program, and I ask that."

Mr. Matune said, "Commissioner Probst, just going back to when you were speaking relative to whether these items would be in jeopardy, if you'll note here (pointing to map) that down in this plaza down in the bottom, it shows some retail buildings and it shows some hotels. In our line of business, there are things which are based on destination, you know (inaudible) a hotel... that's why your optical stores are at the far end of the mall because nobody buys glasses on a whim. You go to them; that's a destination-based type thing. If you have some retail stores that's based upon traffic; based upon people stopping in. At the very least, if this is a one-way road going back there, that's not a retail area.

Mrs. Favede said, "For the record, and let the record reflect, I absolutely support this project. I have worked on this prior to even being a Commissioner when I sat on City Council at the City of St. Clairsville when the original property was annexed behind Lowe's to the extent of when the earmark was first received from then Congressman Bob Ney to the City of St. Clairsville. Years and years and years of work and I absolutely support this project; and we're not looking to short-change the project. We are looking to address one of our primary responsibilities which is public safety. We have for months upon months been addressing, the public has been addressing us on the need to improve our roads and we're really looking for an ability to address public safety and our responsibility to our residents at this point. I assured

Commissioner, excuse me, Mr. Bigler and Mayor Vincenzo, that when this project does come to fruition and there is ink on a piece of paper with a contract of committed projects that we would certainly sit down at that point and work it out.

Mr. Coffland said, "We've got committed projects on this side of the road (refers to map). We've got committed projects on this side of the road. I don't know where you're saying you not, on the St. Clairsville Commons side? No they don't. They don't work with a gentleman that has yet to produce (interrupted). Mrs. Favede said, "Matt, then how do you promote giving \$2 million of Belmont County taxpayer dollars to the City of St. Clairsville to build a road where there is no project?" Mr. Coffland answered, "We are getting \$6 million in return for the overcharge. They are basically giving the county this to cross the interstate." Mr. Probst said, "Did we do that here on the floor?" Mrs. Favede replied, "No we did not do that here." Mr. Probst said, "I didn't think so." Mr. Coffland said, "No, no we haven't no. No what we did was we committed back on September.... (interrupted) Mr. Probst stated, "The project's safe. I don't know why, that's why I am sitting here so frustrated today because everybody's going in 100 different directions. We have a public county highway safety issue in this county and we can be sued any day for, OK. We're sitting in a liability situation. The motions today are going reflect, if they're passed, they're going to reflect to draw the \$1.94 million out of the Mall Road and put the \$900,000.00 back in; we're going to keep a million dollars for paving, but as we move along, we're going to go ahead and replenish that money back in." Mr. Matune asked, "Will you have the financial ability to do that?" Mr. Probst replied, "Yes and have a commitment letter beyond all that." Mr. Matune said, "I was just asking; we do have the... (interrupted by Mr. Probst). Mr. Probst said, "But the way it seems like the Commission is starting to behave anymore and it's sad you know what I mean, when we can't sit down and iron out so everybody's on the same page. It's getting beyond ridiculous. It's just the mistruths that are out there all the time are driving me absolutely nuts. I deal on fact and I deal on my research and that money has been sitting there forever as you stated. Mr. Matune said, "2009." Mr. Coffland said, "2009." Mr. Probst said, "Yes, so how long, at the very earliest they're going to be taking a look at this is next May. They'll consider this next May." Mr. Coffland said, "No." Mr. Matune said, "I would only ask that if you go to the ODOT meeting on Friday and see their reaction to this, I appreciate the assurances; there has been progress heretofore unseen, OK. I think there is a very good chance that that will be undone. They're going to get spooked by this. And we also have the difference of information regarding about federal paybacks which I would just if you want to put it on for next week or whatever, but I think the discussions ought to be held at ODOT especially with the folks from the City."

Mrs. Favede said, "That actually came as a shock to all of us. None of us, including Bill Phipps, had ever been made privy to that particular caveat regarding that earmark." She said the original earmark was \$6.9 million and almost \$1 million of that has been spent down for design services. "But know, and of all people, I would think that ODOT understands our responsibility to our own existing infrastructure which is crumbling and I do not want to be a sitting Commissioner that, as a result of our failed effort to fix the roads, has a tragic accident of a school bus and child deaths as a result of that."

Mr. Probst said, "We've done this type of thing before. It's not new. We have a public highway safety issue here. We have law enforcement expressing their concerns to us about how our roads are unsafe here in the county. They are really bad. So I mean, beyond everything else without going into a whole lot of detail, we need to start taking care of our roads, take care of the Mall Road project, which is fine, OK, and move forward. Sometimes because people don't get their own way anymore, this is what's going on. It's not about that here. It's about working together."

BREAK

**IN THE MATTER OF ADOPTING A RESOLUTION
REQUESTING THE TRANSFER OF THE N37
CAPITAL PROJECTS FUND TO THE BELMONT
COUNTY GENERAL FUND**

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 5th day of June, 2013.

Commissioner Probst moved to adopt the following:

WHEREAS, it has been presented by the Belmont County Auditor that Fund N37, Interstate 70/Mall Road Interchange Project-Capital Projects Fund was originally established in 2009 to accept General Fund monies for the purpose of accumulating resources for the acquisition, construction, or improvement of fixed assets, in accordance with Ohio Revised Code Section 5705.13(C);

WHEREAS, the purpose for establishing this fund has not been met;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Belmont County, Ohio formally requests that the entire balance of the N37 Fund be transferred from the Capital Projects Fund to the General Fund of Belmont County, which was the point of origination, thus dissolving this fund.

Commissioner Favede seconded the motion and upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	No

The foregoing was adopted this 5th day of June, 2013.

DISCUSSION HELD RE: TRANSFER OF N37 CAPITAL PROJECTS FUND TO THE GENERAL FUND – Mr. Coffland said he thinks this is a major mistake. He said, "I think we are sending the wrong message to ODOT, to the federal highway systems, that we are no longer committed to this project." He said the money is needed now. He continued, "The road is being designed, as you just heard from the Engineer Bill Street. This is the time. And we are jeopardizing possibly two retail centers in our county for 10 miles of pavement or 12 miles of pavement. Three weeks ago we put on a license plate tax; you did not; I got outvoted on that. And if this was your game plan to do away with the future of our county and two major retail centers that we have all sat here and complained about what's going on east of us and Commissioner Favede that you asked me back in September of 2009 to stick with you and support this project to work with the City along with the Mayor and everyone to support this project to the fullest and I've put nothing but hours upon hours along with many others to see this. I feel that this is sending the wrong message to everyone. It saddens me like no end that we would jeopardize the future of this county to pave 10 miles of road when there is other funding sources that I can.... I can produce one-half million dollars right now through Issue II that I went to the Township Association. Issue II one-half a million dollars sitting right here and you're willing to throw everything away right here. It disappoints me."

Mr. Probst said this is a two-part motion. He said, "The purpose of the transfer is to transfer funds to the General Fund then place those funds into the infrastructure fund, then to transfer those funds to the County Engineer which will be in the amount of \$1 million for the paving of county roads to ensure the safety of our county residents while they travel through Belmont County. We've had numerous complaints about the condition of our county highway system and it's come to a point that it's become critical that we must start paving roads on a paving plan in Belmont County. Mr. Coffland stated there are other funding sources and we need to sit down and discuss some of those funding sources. But I want to direct the Clerk at this time to please write a letter to ODOT, address it to Roxanne Kane, through her and letting ODOT know that the Commissioners are still committed to this project. As soon as they let us know when they need the funding for this project to contact this Board of Commissioners so we can set up and prepare to transfer funds back into the Mall Road Interchange Project. I want to make sure the record reflects that we are committed to this project. This Board of Commissioners is not jeopardizing any work that has been done by The

Cafaro Company and/or Commissioner Matt Coffland and the rest of the people involved in this project; that we want to see the development continue; but we look at this as a win-win to be able to pave public highways or county highways which were not paved in over four (4) years. When you have people driving left of center to avoid the berm of the road that are broken down and having accidents, this Commission needs to act to keep the county out of a liability situation and that is what we are doing today. So just so nobody misunderstands what's going on today; this is to pave, to start a paving project in the county for now and years to come and to also fund, when it comes to fruition, the Mall Road Interchange Project, we continue that project so we can continue development in Belmont County. And Matt I can only encourage you and the Cafaro's and everybody else involved, and I want to thank Tim for coming today on behalf of the Cafaro's, that we still want to be good partners with The Cafaro Company. We will always be there for you. Nothing has changed. I know sometimes it can be construed that way, but you understand the responsibility we have as we understand the responsibility that you have. And we want to continue to work closely, have a close relationship with you in moving into the future. So again, please direct that letter to Roxanne Kane with some specific questions on when, what the timelines are for the money, for the local money from Belmont County. And also I'd like to see a list of the contributors that are also going to be contributing to this project, if Roxanne would know that also. In other words, what the amounts are that certain others, the City of St. Clairsville, is going to be putting into this project, the TID, Richland Township, Cafaro's investments, the development behind, also the development behind Lowe's (I am not going to mention who owns that property, but St. Clairsville Commons); you know I want to see all the investors in this project so we can make sure how much money we have to put in this project moving forward. That's all."

Mrs. Favede stated, "I will note for the record that the discussion today involves using \$1 million to pave and stripe roads. I believe we are all too aware of the fact that we are in a crisis stage with our infrastructure in Belmont County and public safety has always been of the utmost importance to this Board of Commissioners. I know that within probably two months ago, County Engineer Fred Bennett requested an increase in license fee taxes and the Ohio Revised Code does provide Mr. Bennett that funding option, but it also requires two public hearings to be held and that the Commissioners vote upon that for passage. And the residents of Belmont County spoke loud and clear in regards to how they felt to that increase and licensing fee. And so being a representative of the residents, which is what I was elected to do, I chose to vote no to that and promised to both Mr. Bennett as well as the public that we would look for a funding alternative so that we didn't put it on the backs of the taxpayers. I've spent weeks reviewing options and looking and the only decision that I could finally come to was what we are discussing today. And it is important to note for the record that this money that we are discussing is the remaining infrastructure money that we held within an infrastructure account, N38 to be specific, when I came into office. It held I think upwards to \$7 million at that time. That money was collected, I don't know how long it had been in there, since the additional sales tax was passed, that money was collected and because there was a vote taken here, again at the Commissioners' meeting, that allowed that additional sales tax to be put on. During that hearing, that public hearing, it was stated over and over again that this money could be used for paving roads. Mr. Bennett supported it; he has told me numerous times since coming into office that that has been a constant stream of money for him, that as the county has gotten itself into financial problems over the last couple of years, we haven't been able to fund him out of that. So this money that we are going to be using for paving came from, originated from, a fund that was set aside partially for paving and 911 expenditures. When we closed that account in 2009, one-half a million dollars was taken out of that account at that time and given to Mr. Bennett. So this is not a new practice; it is something that is being done for years. And I do feel that it is prudent that we invest in infrastructure for the safety of the residents. And I am committed to the future of this Mall Road Project, Matt. Commissioner Coffland, I have worked side by side with you for going on five (5) years and worked on this project for three (3) years as a councilwoman. So I am very indebted to and committed to this particular project and I know that in May 2014, when it does go before TRAC for application for funding, we will certainly, the county will certainly be involved in that. But at this time I think that we need our residents and their safety needs to take precedence.

Mr. Coffland stated, "In 2009 when we closed that account, we took the first 3 million and bailed our county out of debt, out of some debt. For \$6 million. We put \$12 million at that time into the road project and we gave \$600,000 I believe to the Neffs Project. We gave \$700,000 to the Port Authority, which came back, which made the \$1.9 into the road project. I have paved roads for 18 years. I've got a record showing paved roads. I guess my only thing is this was the last bit of savings account as of right now this county had. We were banking on it to build up our coffers to our sales tax through additional businesses and as of right now, we're spending the rest of this money; we're down to less than one million dollars in our, as of right now, in our piggy bank account, I guess if you want to call it."

Mr. Probst stated, "It's the Mall Road Interchange Project. It's not a slush fund." Mr. Coffland said, "In funds that, in what originally was the infrastructure fund. So I just, I thought by using this to try to build our coffers up through additional retail in our county, which we live off one-and a half cents sales tax, that this would be definitely a way to try to get our coffers built back up because all that money that originally came there, came through sales tax. And that's why I've been so determined on this project because I thought it was our lifeline and anyone can check my record as far as paving roads. I am a pavement man. I just did not think that to jeopardize this money to fix a problem that's been an ongoing problem when there was other funding sources that we could tap into. Thank you."

**IN THE MATTER OF RESOLUTION AUTHORIZING
THE COUNTY AUDITOR THE AUTHORITY TO ESTABLISH
A CAPITAL PROJECTS FUND PER ORC 5705.13(C)**

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 5th day of June, 2013.

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

**RESOLUTION AUTHORIZING THE COUNTY AUDITOR
THE AUTHORITY TO ESTABLISH A CAPITAL PROJECTS FUND
PER O.R.C.5705.13(C)**

Whereas, the Belmont County Board of Commissioners grants the Belmont County Auditor the authority to establish a Capital Projects Fund for the purpose of accumulating resources for acquisition, construction, or improvement of fixed assets, in accordance with Ohio Revised Code Section 5705.13(C), and;

Whereas, The Belmont County Board of Commissioners has determined that the monies in this fund shall not accumulate for more than 10 (ten) years from this date, in accordance with Ohio Revised Code Section 5705.13(C), and;

Whereas, the Belmont County Board of Commissioners grants the Belmont County Auditor the authority to establish the following fund:

Capital Project/Interstate 70/Mall Road Interchange Fund

Now therefore be it resolved, the Board hereby authorizes the Belmont County Auditor to transfer General Fund monies to the Capital Project/Interstate 70/Mall Road Interchange Fund in the amount of **\$914,473.53**.

Adopted this 5th day of June, 2013.

Upon roll call the vote was as follows:

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

BREAK

RECOVERED JUNE 10, 2013. ALL COMMISSIONERS PRESENT.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:07 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the hiring and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:25 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn executive session.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:40 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:40 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of June, 2013.

_____ COUNTY COMMISSIONERS

We, Ginny Favede 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