St. Clairsville, Ohio  March 13, 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

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.

Claim of

<table>
<thead>
<tr>
<th>Purposes</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-AT&amp;T</td>
<td>Fax line-Magistrate/General Fund 79.19</td>
</tr>
<tr>
<td>A-Cannon IV, Inc.</td>
<td>Ink cartridges-GIS Projects/General Fund 853.63</td>
</tr>
<tr>
<td>A-Draft Co., Inc.</td>
<td>Fire District Mapping-GIS Projects/General Fund 1,259.50</td>
</tr>
<tr>
<td>A-ESRI, Inc.</td>
<td>Software Maintenance-GIS Projects/General Fund 4,187.00</td>
</tr>
<tr>
<td>A-John M. Zingo &amp; others</td>
<td>Salaries-Veterans/General Fund 5,025.00</td>
</tr>
<tr>
<td>A-Municipal Utilities</td>
<td>Misc. utilities/General Fund 9,058.52</td>
</tr>
<tr>
<td>A-Redwood Toxicology</td>
<td>Drug testing/General Fund 1,198.87</td>
</tr>
<tr>
<td>A-Sew Bir</td>
<td>Shirts for officers-Adult Probation/General Fund 158.00</td>
</tr>
<tr>
<td>A-Treasurer of State of Ohio</td>
<td>Audit Fees/General Fund 8,915.00</td>
</tr>
<tr>
<td>E-AT&amp;T</td>
<td>Wireless/911 Wireless Fund 577.73</td>
</tr>
<tr>
<td>K-Huntington National Bank</td>
<td>Principal payment-vehicle bond/Engineer MVGT Fund 238,000.00</td>
</tr>
<tr>
<td>K-Huntington National Bank</td>
<td>Interest payment-vehicle bond/Engineer MVGT Fund 4,502.46</td>
</tr>
<tr>
<td>K-Ohio-WV Excavating Co.</td>
<td>Town Hill Bridge Replacement/Engineer MVGT Fund 30,003.71</td>
</tr>
<tr>
<td>K-Well's Fargo Payment Center</td>
<td>Visa card/Engineer MVGT Fund 422.60</td>
</tr>
<tr>
<td>P-Belmont Co. Sanitary Sewer</td>
<td>Transfers out/BCSSD Funds 94,344.00</td>
</tr>
<tr>
<td>P-Borden Office Equipment Co.</td>
<td>Supplies/BCSSD Funds 1,029.95</td>
</tr>
<tr>
<td>P-South Central</td>
<td>Services/WWS/3 Revenue Fund 8,811.14</td>
</tr>
<tr>
<td>P-South Central Power Co.</td>
<td>Services/BCSSD Funds 3,144.73</td>
</tr>
<tr>
<td>P-W.W. System #3</td>
<td>Purchased water/WWS/2 Revenue Fund 139,406.30</td>
</tr>
<tr>
<td>P-ZEP Manufacturing Co.</td>
<td>Supplies/BCSSD Funds 1,975.75</td>
</tr>
<tr>
<td>S-AT&amp;T</td>
<td>Office phones/Port Authority Fund 121.12</td>
</tr>
<tr>
<td>S-Beth A. Andes, MS, PCC</td>
<td>Counseling services/District Detention Home Fund 61.02</td>
</tr>
<tr>
<td>S-Coomcast</td>
<td>Title phone/Certificate of Title Admn Fund 71.63</td>
</tr>
<tr>
<td>S-How’s</td>
<td>Materials/Oakview Juvenile Residential Center Fund 100.06</td>
</tr>
<tr>
<td>S-OPEX Communications, Inc.</td>
<td>Communications/Oakview Juvenile Residential Center Fund 74.44</td>
</tr>
<tr>
<td>S-Riesbeck’s Food Markets, Inc.</td>
<td>Food/District Detention Home Fund 1,125.82</td>
</tr>
<tr>
<td>S-TSG</td>
<td>Hard drive &amp; block time agreement/Northern Div. Ct. Computer Fund 3,780.00</td>
</tr>
<tr>
<td>S-TSG</td>
<td>Block time agreement/Eastern Div. Ct. Computer Fund 3,500.00</td>
</tr>
<tr>
<td>S-Village of Bellaire</td>
<td>Property Sales/Purchases/Port Authority Fund 20,000.00</td>
</tr>
<tr>
<td>Y-Belmont County Recorder</td>
<td>Lien release fees/Tax certificate Admn. Fund 96.00</td>
</tr>
</tbody>
</table>

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 March 13, 2013 as follow:

FUND AMOUNT

A-GENERAL $79,868.02; $6,620.09
A-GENERAL/REQUIRED $3,367.23
A-GENERAL/JUVENILE COURT $734.83
A-GENERAL/SHERIFF $2,765.19
A-GENERAL/PROBATE COURT $640.00
A-GENERAL/SHERIFF $32,620.38
A-GENERAL/911 $33,620.67
B-Dog Kennel $2,133.61
G-Convention & Visitors Bureau $70,000.00
H-Job & Family, CSEA $681.70
H-Job & Family, Public Assistance $9,642.61; $629.96; $89,987.17
H-Job & Family, WIA $61,345.15; $1,239.00; $7,381.10
J-Real Estate Assessment $1,097.44
K-Engineer MVGT $3,826.25; $26,553.57
M-Juvenile Ct. – Care and Custody $870.00
M-Juvenile Ct. – Title IV-E Reimb. $18,103.37
M-Juvenile Ct. – Truant Officer Grant $129.40
P-Oakview Admn Bldg. $1,781.68
P-Sanitary Sewer District $3,605.90; $2,240.45; $3,360.14; $2,026.74
S-Clerk of Courts Computer $6,307.95
S-District Detention Home $3,227.27; $590.85
S-Job & Family, Children Services $68,076.37
S-Job & Family, Senior Program $17,145.86; $21,424.23
S-Juvenile Ct. – Computer Fund $193.90
S-Oakview Juvenile Residential Center $4,446.99
S-Sheriff Commissary $4,776.33
S-Sheriff CCW $3,495.00
T-CDBG $11,603.00
March 13, 2013

T-Sanitary Sewer District $378.46
U-Sheriff Reserve Account $70.95
W-Law Library $7,409.36

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. Coffland to approve the following transfers within the following funds:

**BCDFJS/WORKFORCE DEVELOPMENT FUND H05**

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
| E-2600-H005-H01.000 In-School Youth | E-2600-H005-H02.000 Out of School Youth | $15,000.00

**BCDFJS/CSEA FUND H10**

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
| E-2760-H10-H01.002 Salaries | E-2760-H10-H15.000 Other Expenses | $100,000.00

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 THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of December, 2012, January & February, 2013.

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
| E-0256-A014-A08.006 GENERAL | R-9891-Y091-Y03.500 | 7,333.31
| E-2210-E001-E15.006 COUNTY HEALTH | R-9891-Y091-Y03.500 | 750.00
| E-5005-S007-S06.006 BCDFJS SENIOR PROGRAM | R-9891-Y091-Y03.500 | 1,500.00
| E-3704-P003-P31.000 WATER & SEWER WW#2 | R-9891-Y091-Y03.500 | 266.45
| E-3704-P005-P31.000 WATER & SEWER WW#3 | R-9891-Y091-Y03.500 | 640.02
| E-3704-P051-P15.000 WATER & SEWER SSD#1 | R-9891-Y091-Y03.500 | 170.73
| E-3705-P053-P15.000 WATER & SEWER SSD #2 | R-9891-Y091-Y03.500 | 132.81
| E-3706-P055-P15.000 WATER & SEWER SSD #3A | R-9891-Y091-Y03.500 | 29.10
| E-3707-P056-P15.000 WATER & SEWER SSD #3B | R-9891-Y091-Y03.500 | 10.89
| E-8010-S030-S68.006 OAK VIEW JUVENILE REHAB | R-9891-Y091-Y03.500 | 583.33
| E-0910-S033-S47.006 DISTRICT DETENTION | R-9891-Y091-Y03.500 | 666.66
| E-0400-M060-M29.008 JUVENILE (Care & Custody) | R-9891-Y091-Y03.500 | 250.00
| E-0400-M067-M05.008 JUVENILE (Alternative School) | R-9891-Y091-Y03.500 | 0.00
| E-0400-M079-M02.008 JUVENILE (Fringes) | R-9890-Y091-Y03.500 | 250.00
| E-4110-T075-T52.008 WIC FRINGES | R-9891-Y091-Y03.500 | 500.00
| E-2510-B006-H16.006 PUBLIC ASSISTANCE | R-9891-Y091-Y03.500 | 3,583.33
| E-2760-H010-H12.006 PUBLIC ASSISTANCE/CS | R-9891-Y091-Y03.500 | 750.00
| E-2310-S049-S63.000 MENTAL HEALTH | R-9891-Y091-Y03.500 | 500.00
| E-2812-K000-K20.006 MGTV-K11 ENGINEERS | R-9891-Y091-Y03.500 | 1,000.00
| E-2410-S066-S80.000 DEVELOPMENTAL DISABILITIES | R-9891-Y091-Y03.500 | 2,416.66
| E-1520-S077-S04.006 CORRECTION ACT GRANT | R-9891-Y091-Y03.500 | 0.00
| E-1810-L001-L14.000 SOIL AND WATER | R-9891-Y091-Y03.500 | 0.00
| E-1210-S078-S14.006 RECORDER/SUPP EQUIPMENT | R-9891-Y091-Y03.500 | 0.00
| E-1310-J000-J06.000 REAL ESTATE ASSESSMENT CERT OF TITLE/CLK OF | R-9891-Y091-Y03.500 | 250.00
| E-6010-S079-S07.006 COURTS WESTERN CT. GEN. SPEC. | R-9891-Y091-Y03.500 | 0.00
| E-1551-S088-S03.006 PROJECTS | R-9891-Y091-Y03.500 | 250.00
| E-9799-S012-S02.006 PORT AUTHORITY | R-9891-Y091-Y03.500 | 250.00
| TOTAL | | 22,083.29

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF FEBRUARY AND MARCH, 2013

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following transfer of funds for the Vision Insurance Chargebacks for the months of February and March, 2013.

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
| E-0256-A014-A11.006 GENERAL | R-9891-Y091-Y06.500 | 4,533.30
| E-0170-A006-G11.000 PUBLIC DEFENDER | R-9891-Y091-Y06.500 | 93.42
| E-0181-A003-A11.000 BD. OF ELECTIONS | R-9891-Y091-Y06.500 | 131.40
| E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP | R-9891-Y091-Y06.500 | 6.03
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-1815-L005-L15.006</td>
<td>WATERSHED COORD.</td>
<td>12.06</td>
</tr>
<tr>
<td>E-0400-M067-M05.008</td>
<td>ALTERNATIVE SCHOOL</td>
<td>27.72</td>
</tr>
<tr>
<td>E-0400-M060-M75.008</td>
<td>CARE &amp; CUSTODY Sub Abu</td>
<td>55.44</td>
</tr>
<tr>
<td>E-0400-M060-M29.008</td>
<td>CARE &amp; CUSTODY CCAP</td>
<td>83.16</td>
</tr>
<tr>
<td>E-0910-S033-S47.006</td>
<td>DIST. DET. HOME</td>
<td>391.77</td>
</tr>
<tr>
<td>E-1210-S078-S14.006</td>
<td>RECODER</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1310-J000-J06.000</td>
<td>REAL ESTATE ASSES.</td>
<td>88.02</td>
</tr>
<tr>
<td>E-1410-W082-T07.006</td>
<td>DRETAC-TREAS.</td>
<td>0.00</td>
</tr>
<tr>
<td>E-5005-S070-S06.006</td>
<td>SEN. SERV PROGRAM</td>
<td>55.44</td>
</tr>
<tr>
<td>E-1520-S077-S04.006</td>
<td>CORRECTIONS ACT GRANT</td>
<td>27.72</td>
</tr>
<tr>
<td>E-1511-W080-P07.006</td>
<td>PROS. VICTIM</td>
<td>27.72</td>
</tr>
<tr>
<td>E-1544-S054-S05.000</td>
<td>COMMON PLEAS/GEN.SP/MED</td>
<td>13.86</td>
</tr>
<tr>
<td>E-1551-S088-S03.006</td>
<td>WESTERN SPEC PROJECTS</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1561-S086-S03.006</td>
<td>NORTHERN SPEC PROJECTS</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1571-S087-S03.006</td>
<td>EASTERN SPECIAL PROJECTS</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1600-B000-B13.006</td>
<td>DOG &amp; KENNEL</td>
<td>55.44</td>
</tr>
<tr>
<td>E-1573-S074-S05.006</td>
<td>MEDIATION GRANT</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1810-L001-L14.000</td>
<td>SOIL CONSERVATION</td>
<td>39.78</td>
</tr>
<tr>
<td>E-2223-T077-T01.002</td>
<td>IAP</td>
<td>0.00</td>
</tr>
<tr>
<td>E-2230-F082-F01.002</td>
<td>PREP</td>
<td>0.00</td>
</tr>
<tr>
<td>E-2215-F077-F01.002</td>
<td>REPROD. HEALTH &amp; WELL</td>
<td>33.00</td>
</tr>
<tr>
<td>E-2216-F078-F02.002</td>
<td>TOBACCO</td>
<td>3.00</td>
</tr>
<tr>
<td>E-2228-F080-F01.002</td>
<td>HEALTH HOMES</td>
<td>0.00</td>
</tr>
<tr>
<td>E-2231-F083-F01.002</td>
<td>PUBLIC HEALTH EM. PREP</td>
<td>30.00</td>
</tr>
<tr>
<td>E-2227-F074-F06.000</td>
<td>Home Sewage Treatment Sys</td>
<td>15.00</td>
</tr>
<tr>
<td>E-2213-F075-F02.003</td>
<td>Vital Statistics</td>
<td>17.00</td>
</tr>
<tr>
<td>E-2218-G000-G06.003</td>
<td>Food Service</td>
<td>29.00</td>
</tr>
<tr>
<td>E-2211-F069-F04.000</td>
<td>Trailer Park</td>
<td>33.00</td>
</tr>
<tr>
<td>E-2210-E001-E15.006</td>
<td>COUNTY HEALTH</td>
<td>131.06</td>
</tr>
<tr>
<td>E-2310-S049-S63.000</td>
<td>MENTAL HEALTH</td>
<td>79.56</td>
</tr>
<tr>
<td>E-2510-H000-H16.006</td>
<td>HUMAN SERVICES</td>
<td>404.37</td>
</tr>
<tr>
<td>E-2760-H010-H12.006</td>
<td>CHILD SUPPORT</td>
<td>55.44</td>
</tr>
<tr>
<td>E-2811-K200-K10.006</td>
<td>MVGT K-1</td>
<td>27.72</td>
</tr>
<tr>
<td>E-2811-K200-K10.006</td>
<td>MVGT K-2</td>
<td>0.00</td>
</tr>
<tr>
<td>E-2812-K000-K20.006</td>
<td>MVGT K-11</td>
<td>559.26</td>
</tr>
<tr>
<td>E-2813-K000-K39.006</td>
<td>MVGT K-25</td>
<td>206.10</td>
</tr>
<tr>
<td>E-3701-P003-P31.000</td>
<td>WWS #2 WATER/SEWER</td>
<td>102.71</td>
</tr>
<tr>
<td>E-3702-P005-P31.000</td>
<td>WWS #3 WATER/SEWER</td>
<td>327.81</td>
</tr>
<tr>
<td>E-3704-P051-P15.000</td>
<td>SSD #1 WATER/SEWER</td>
<td>88.91</td>
</tr>
<tr>
<td>E-3705-P053-P15.000</td>
<td>SSD #2 WATER/SEWER</td>
<td>69.39</td>
</tr>
<tr>
<td>E-3706-P055-P15.000</td>
<td>SSD #3A WATER/SEWER</td>
<td>14.98</td>
</tr>
<tr>
<td>E-3707-P056-P15.000</td>
<td>SSD #3B WATER/SEWER</td>
<td>6.13</td>
</tr>
<tr>
<td>E-4110-T075-T52.008</td>
<td>WIC</td>
<td>83.16</td>
</tr>
</tbody>
</table>
### IN THE MATTER OF TRANSFER OF FUNDS FOR THE DELTA DENTAL CHARGEBACKS FOR THE MONTHS OF FEBRUARY AND MARCH, 2013

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Delta Dental Chargebacks for the months of February and March, 2013.

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-0256-A014-A12.006 GENERAL</td>
<td>R-9891-Y091-Y07.500</td>
<td>16,581.17</td>
</tr>
<tr>
<td>E-0170-A006-G11.000 PUBLIC DEFENDER</td>
<td>R-9891-Y091-Y07.500</td>
<td>332.60</td>
</tr>
<tr>
<td>E-0181-A003-A11.000 BD. OF ELECTIONS</td>
<td>R-9891-Y091-Y07.500</td>
<td>459.44</td>
</tr>
<tr>
<td>E-0400-M060-M75.008 CARE &amp; CUSTODY Sub Abuse</td>
<td>R-9891-Y091-Y07.500</td>
<td>205.76</td>
</tr>
<tr>
<td></td>
<td>R-9891-Y091-Y07.500</td>
<td>308.64</td>
</tr>
<tr>
<td>E-0400-M060-M29.008 CARE &amp; CUSTODY CCAP</td>
<td>R-9891-Y091-Y07.500</td>
<td>102.88</td>
</tr>
<tr>
<td>E-0400-M067-M05.008 ALTERNATIVE SCHOOL</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-2230-F082-F01.002 PREP</td>
<td>R-9891-Y091-Y07.500</td>
<td>11.00</td>
</tr>
<tr>
<td>E-2216-F078-F02.002 TOBACCO</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-2228-F080-F01.002 HEALTH HOMES</td>
<td>R-9891-Y091-Y07.500</td>
<td>96.00</td>
</tr>
<tr>
<td>E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-2223-T077-T01.002 IAP</td>
<td>R-9891-Y091-Y07.500</td>
<td>106.00</td>
</tr>
<tr>
<td>E-2215-F077-F01.002 REPROD HEALTH &amp; WELL</td>
<td>R-9891-Y091-Y07.500</td>
<td>53.00</td>
</tr>
<tr>
<td>E-2227-F074-F06.000 Home Sewage Treatment Sys</td>
<td>R-9891-Y091-Y07.500</td>
<td>60.00</td>
</tr>
<tr>
<td>E-2213-F075-F02.003 Vital Statistics</td>
<td>R-9891-Y091-Y07.500</td>
<td>471.06</td>
</tr>
<tr>
<td>E-2210-E001-E15.006 COUNTY HEALTH</td>
<td>R-9891-Y091-Y07.500</td>
<td>181.00</td>
</tr>
<tr>
<td>E-2218-G000-G06.003 Food Service</td>
<td>R-9891-Y091-Y07.500</td>
<td>18.85</td>
</tr>
<tr>
<td>E-2211-F069-F04.000 Trailer Park</td>
<td>R-9891-Y091-Y07.500</td>
<td>1,386.95</td>
</tr>
<tr>
<td>E-1611-B000-B01.002 AUDITOR CLERK HIRE &amp; SUPP</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-0910-S033-S47.006 DIST. DET. HOME</td>
<td>R-9891-Y091-Y07.500</td>
<td>291.38</td>
</tr>
<tr>
<td>E-1210-S078-S14.006 RECORDER</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1310-J000-J06.000 REAL ESTATE ASSES.</td>
<td>R-9891-Y091-Y07.500</td>
<td>102.88</td>
</tr>
<tr>
<td>E-1410-W082-T07.006 DRETAC-TREAT.</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1520-S077-S04.006 CORRECTIONS ACT GRANT</td>
<td>R-9891-Y091-Y07.500</td>
<td>51.44</td>
</tr>
<tr>
<td>E-1511-W080-P07.006 PROS. VICTIM</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1551-S088-S03.006 WESTERN SPEC PROJECTS</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1561-S086-S03.006 NORTHERN SPEC PROJECTS</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1600-B000-B13.006 DOG &amp; KENNEL</td>
<td>R-9891-Y091-Y07.500</td>
<td>205.76</td>
</tr>
<tr>
<td>E-1573-S074-S05.006 MEDIATION GRANT</td>
<td>R-9891-Y091-Y07.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1810-L001-L14.000 SOIL CONSERVATION</td>
<td>R-9891-Y091-Y07.500</td>
<td>140.58</td>
</tr>
</tbody>
</table>
IN THE MATTER OF TRANSFER OF FUNDS FOR
THE EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF FEBRUARY AND MARCH, 2013
Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds
for the Express Scripts Chargebacks for the months of February and March, 2013.

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-0256-A014-A13.006 GENERAL</td>
<td>R-9891-Y091-Y08.500</td>
<td>30,147.74</td>
</tr>
<tr>
<td>E-0170-A006-G11.000 PUBLIC DEFENDER</td>
<td>R-9891-Y091-Y08.500</td>
<td>380.60</td>
</tr>
<tr>
<td>E-0181-A003-A11.000 BD. OF ELECTIONS</td>
<td>R-9891-Y091-Y08.500</td>
<td>1,576.04</td>
</tr>
<tr>
<td>E-0910-S033-S47.006 DIST. DET. HOME</td>
<td>R-9891-Y091-Y08.500</td>
<td>2,595.23</td>
</tr>
<tr>
<td>E-1210-S078-S14.006 RECORDER</td>
<td>R-9891-Y091-Y08.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1310-J000-J06.000 REAL ESTATE ASSES.</td>
<td>R-9891-Y091-Y08.500</td>
<td>625.82</td>
</tr>
<tr>
<td>E-1520-S077-S04.006 CORRECTIONS ACT GRANT</td>
<td>R-9891-Y091-Y08.500</td>
<td>217.12</td>
</tr>
<tr>
<td>E-1511-W080-P07.006 PROS. VICTIM</td>
<td>R-9891-Y091-Y08.500</td>
<td>217.12</td>
</tr>
<tr>
<td>E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED</td>
<td>R-9891-Y091-Y08.500</td>
<td>108.56</td>
</tr>
<tr>
<td>E-1551-S085-S03.006 WESTERN SPEC PROJECTS</td>
<td>R-9891-Y091-Y08.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1561-S086-S03.006 NORTHERN SPEC PROJECTS</td>
<td>R-9891-Y091-Y08.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS</td>
<td>R-9891-Y091-Y08.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1611-B000-B01.002 AUDITORS CLERK HIRE &amp; SUPP</td>
<td>R-9891-Y091-Y08.500</td>
<td>40.87</td>
</tr>
<tr>
<td>E-1600-B000-B13.006 DOG &amp; KENNEL</td>
<td>R-9891-Y091-Y08.500</td>
<td>298.86</td>
</tr>
<tr>
<td>E-1573-S074-S05.006 MEDIATION GRANT</td>
<td>R-9891-Y091-Y08.500</td>
<td>0.00</td>
</tr>
<tr>
<td>E-1815-L005-L15.006 WATERSHED COORD.</td>
<td>R-9891-Y091-Y08.500</td>
<td>81.74</td>
</tr>
<tr>
<td>E-1810-L001-L14.000 SOIL CONSERVATION</td>
<td>R-9891-Y091-Y08.500</td>
<td>298.86</td>
</tr>
<tr>
<td>E-2310-S049-S63.000 MENTAL HEALTH</td>
<td>R-9891-Y091-Y08.500</td>
<td>163.48</td>
</tr>
<tr>
<td>E-2410-S066-S80.000 MENTAL RETARDATION</td>
<td>R-9891-Y091-Y08.500</td>
<td>9,124.16</td>
</tr>
<tr>
<td>E-2510-H000-H16.006 HUMAN SERVICES</td>
<td>R-9891-Y091-Y08.500</td>
<td>19,148.26</td>
</tr>
<tr>
<td>E-2760-H010-H12.006 CHILD SUPPORT</td>
<td>R-9891-Y091-Y08.500</td>
<td>3,219.60</td>
</tr>
<tr>
<td>E-2230-F082-F01.002 PREP</td>
<td>R-9891-Y091-Y08.500</td>
<td>0.00</td>
</tr>
</tbody>
</table>

TOTAL 28,116.45

Upon roll call the vote was as follows:

Mr. Coffland  Yes
Mrs. Favede  Yes
Mr. Probst  Yes
E-2216-F078-F02.002 TOBACCO R-9891-Y091-Y08.500 14.11
E-2228-F080-F01.002 HEALTH HOMES R-9891-Y091-Y08.500 0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP R-9891-Y091-Y08.500 173.00
E-2223-T077-T01.002 IAP R-9891-Y091-Y08.500 0.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL R-9891-Y091-Y08.500 192.00
E-2227-F074-F06.000 Home Sewage Treatment Sys R-9891-Y091-Y08.500 85.00
E-2213-F075-T02.003 Vital Statistics R-9891-Y091-Y08.500 97.00
E-2218-G000-G06.003 Food Service R-9891-Y091-Y08.500 163.00
E-2211-F069-F04.000 Trailer Park R-9891-Y091-Y08.500 189.00
E-2210-E001-E15.006 COUNTY HEALTH R-9891-Y091-Y08.500 654.95
E-2811-K200-K10.006 MVGT K-2 R-9891-Y091-Y08.500 0.00
E-2812-K000-K20.006 MVGT K-11 R-9891-Y091-Y08.500 298.86
E-3701-P003-P31.000 WWS #2 WATER/SEWER R-9891-Y091-Y08.500 613.49
E-3702-P005-P31.000 WWS #3 WATER/SEWER R-9891-Y091-Y08.500 2,079.69
E-3704-P051-P15.000 SSD #1 WATER/SEWER R-9891-Y091-Y08.500 531.93
E-3705-P053-P15.000 SSD #2 WATER/SEWER R-9891-Y091-Y08.500 414.63
E-3706-P055-P15.000 SSD #3A WATER/SEWER R-9891-Y091-Y08.500 89.49
E-3707-P056-P15.000 SSD #3B WATER/SEWER R-9891-Y091-Y08.500 33.34
E-0400-M067-M05.008 ALTERNATIVE SCHOOL R-9891-Y091-Y08.500 217.12
E-0400-M060-M75.008 CARE & CUSTODY Sib Aba R-9891-Y091-Y08.500 434.24
E-0400-M060-M29.008 CARE & CUSTODY CCAP R-9891-Y091-Y08.500 434.24
E-4110-T075-T52.008 WIC R-9891-Y091-Y08.500 434.24
E-5005-S070-S06.006 SEN. SERV PROGRAM R-9891-Y091-Y08.500 6,157.02
E-6010-S079-S07.006 CLERK CRTS. TITLE R-9891-Y091-Y08.500 978.32
E-8010-S030-S68.006 OAKVIEW JUVENILE R-9891-Y091-Y08.500 1,982.18
E-1510-W081-P07.006 PROSECUTOR DRETAC R-9891-Y091-Y08.500 0.00
E-1410-W082-T07.006 DRETAC-TREAS R-9891-Y091-Y08.500 0.00
E-9799-S012-S02.006 PORT AUTHORITY R-9891-Y091-Y08.500 0.00
TOTAL 84,945.15

Upon roll call the vote was as follows:

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

AUDITOR – Sheila Turner to travel to Columbus, OH, on March 21, 2013, to attend STRS Ohio Employer Self Service Training. A county car will not be used. Estimated expenses: $100.00

ELECTION BOARD – Entire staff to travel to Logan, OH, on March 15, 2013, to attend a regional Secretary of State Seminar.

Upon roll call the vote was as follows:

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

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 meetings of February 13, 2013.

Upon roll call the vote was as follows:

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

REMINDER-The Board will meet at 9:00 a.m. on Wednesday, March 20 instead of 10:00 a.m. in order to attend the OMEGA ANNUAL MEMBERSHIP MEETING at noon in West Lafayette.

IN THE MATTER OF

PLAT OF BROOKFIELD LANE (PRIVATE)

RICHLAND TOWNSHIP SEC 23 & 29, T-7, R-4

[Belmont Co. Commissioners]

[Courthouse]

[St. Clairsville, Ohio 43950]

[Date March 13, 2013]

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Brookfield Lane (Private), Richland Township Sections 23 and 29, T 7, R 4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05
IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH OHIO GATHERINGS CO., LLC.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure with Ohio Gatherings Co., LLC, for the use of 3.4 miles of County Road 120 (Douglass Rd) and .45 miles of County Road 114 (Fairview Rd) for the purpose of ingress and egress for pipeline activity.

Note: $5 million dollar bond on file

ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 West Main Street, Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Ohio Gathering Co., L.L.C., whose mailing address is 101 East Main Street, Cadiz, Ohio 43907 (hereafter “Operator”), and shall be as follows:

WHEREAS, Authority has control of the several county roads within Kirkwood and Warren Townships in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the owner of certain right of way and field agreements, and intends to construct, operate and maintain certain facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] located in Kirkwood and Warren Townships in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 3.4 miles of CR-120 (Douglass Road), and .45 miles of CR-114 (Fairview Road) for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines] for traffic necessary for the purpose of constructing the pipe line facilities (herein after referred to collectively as “Pipeline Activity”), and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply; and

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-pipeline activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

Both Parties further agree to the following additional terms and conditions:

1. The portion of CR-120 (Douglass Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR-147 (South Leatherwood Road) and ending at the intersection of CR-114 (Fairview Road). This represents the entire length of CR-120 (Douglass Road).
2. The portion of CR-114 (Fairview Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-162 (Lowe Road) and ending at the intersection of CR-120 (Doughlass Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-114 (Fairview Road) for any of its Pipeline Activities hereunder.

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's Engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection may be performed. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond with the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Routes, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-Wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
   a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
   b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventive repair plan of the Route is attached to this Agreement as an addendum.
   c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limitations in accordance with State Law, and all non-conforming vehicles shall be limited to the proper legal size, load and weight limitations. In the event that any non-conforming vehicle is to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-162 (Lowe Road) and ending at the intersection of CR-120 (Doughlass Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-114 (Fairview Road) for any of its Pipeline Activities hereunder.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

11. Operator shall protect, save, defend, indemnify and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which are attributable to pipeline activity which arise or are claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Pipeline Activity whatsoever. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority”.

12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on March 13, 2013.

Executed in duplicate on the dates set forth below.

Authority
By: Matt Costland /s/ Commissioner
Printed Name: Adam Tobia
By: Charles R. Probst, Jr. /s/ Commissioner
Company Name: Ohio Gathering Co., L.L.C.
By: Ginny Fayedia /s/ Commissioner
Title: Regional Manager
By: Fred Bennett /s/ County Engineer
Dated: 3/13/13
Approved as to Form: David K. Liberati /s/ Assistant County Prosecutor
Dated: 2/22/13

Appendix A
Operator shall be required to:
1) Provide for videotaping of the roads prior to Pipeline Activity.
2) Maintain County Roads during Pipeline Activities for those damages caused by said Pipeline Activities.
3) Reimburse the Authority for minor maintenance of the roads during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Pipeline Activities.
4) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law.

5) Properly complete and submit to the Belmont County Commissioner’s designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show compliance.

6) Operator has obtained a County-Wide Bond in the amount of $5,000,000.00 (Five Million Dollars) for use of any County Road. Bond Number 022043109 is on file at the County Engineer’s Office.

7) Communicate (via email/phone) with the County on a regularly scheduled interval to ensure that MarkWest/Ohio Gathering Company is aware of and that roadway issues are being resolved.

Authority shall:

1) Provide for minor maintenance of the roads during the Pipeline Activity for damages not caused by said Pipeline Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).

2) Provide for maintenance of the roadways and bridges for damages not caused by the Pipeline Activity at the Authority’s cost and expense, including snow/ice control, mowing, etc.

Appendix A (Continued)

Primary Contact:
Jeff Breen
MarkWest Utica E.M.G./Ohio Gathering Company
101 East Market Street
Cadiz, OH 43907
(412) 852-1101 (cell)
bibreen@markwest.com

Secondary Contact:
Consultant to MarkWest/Ohio Gathering Company
Mandy K. Bishop, PE, SI
GPD Group
1801 Watermark Dr., Suite 150
Columbus, OH 43215
(614) 859-1617 (office/direct)
(614) 638-5988 (cell) - best
mbishop@gpdgroup.com

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AMENDMENT TO VENDOR AGREEMENTS WITH BARNESVILLE TAXI AND NCR FOUNDATION FOR TRANSPORTATION/BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment to the Vendor Agreements, on behalf of Belmont County Department of Job & Family Services, for the provision of transportation for Title XIX (19) individuals to medical appointments, to increase the maximum amount of the agreement from $50,000.00 to $150,000.00 due to increases in usage as follows:

AMENDMENT TO VENDOR AGREEMENT WITH BARNESVILLE TAXI

The parties agree to increase the maximum amount of the agreement from $50,000.00 to $150,000.00, the additional $100,000.00 is due to increases in usage. This amendment will take effect February 1, 2013 – February 28, 2014. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

Dwayne Pielech /s/ 3-11-13
Dwayne Pielech, Director

Aaron Wildman  Date

Matt Coffland /s/ 3/13/13
Belmont County Commissioner

Charles R. Probst, Jr. /s/ 3/13/13
Belmont County Commissioner

Belmont County Commissioner

Belmont County Prosecutor

AMENDMENT TO VENDOR AGREEMENT WITH NCR FOUNDATION

The parties agree to increase the maximum amount of the agreement from $50,000.00 to $150,000.00 due to increases in usage. This is an increase of $100,000.00 that will be in effect February 1, 2013 through February 28, 2014. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

Dwayne Pielech /s/ 3-11-13
Dwayne Pielech, Director

Van J. Ambrose  Date

Matt Coffland /s/ 3/13/13
Belmont County Commissioner

Charles R. Probst, Jr. /s/ 3/13/13
Belmont County Commissioner

Belmont County Commissioner

Belmont County Prosecutor

Upon roll call the vote was as follows:

Mrs. Favede  Abstain
IN THE MATTER OF AMENDMENT TO VENDOR AGREEMENTS WITH MARTINS FERRY EMS AND NEFFS EMS FOR TRANSPORTATION/BCD4FS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment to the Vendor Agreements, on behalf of Belmont County Department of Job & Family Services, for the provision of transportation for Title XIX (19) individuals to medical appointments, to increase the maximum amount of the agreement from $50,000.00 to $450,000.00 due to increases in usage as follows:

Vendor

Martins Ferry EMS
Neffs Fire Department

10:30 Public Hearing—Robert Seitz, Mining Engineer, Oxford Mining

Re: Public Road Consent

Present for the hearing were Engineer Fred Bennett, Robert DeFrank of The Times Leader and Al Molnar of The Intelligencer. Mr. Bennett explained Oxford Mining is requesting to mine within the 100 foot barrier of a couple of county roads west of Barnesville. Mr. Seitz stated they will maintain signs and proper barricades and inform the public. Mr. Bennett noted these are part of ODNR’s requirements. He presented maps. Mr. Bennett has no concerns and recommends approving.

IN THE MATTER OF APPROVING AND SIGNING THE ODNR PUBLIC ROAD CONSENT FORMS FOR OXFORD MINING GRANTING PERMISSION FOR MINING OPERATIONS WITHIN 100 FEET OF CO. ROADS 120, 114 AND 70/ENGINEER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the ODNR Public Road Consent forms for Oxford Mining granting permission for surface mining operations within 100 feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of the following County Roads, based upon the recommendation of Fred Bennett, County Engineer:

1) County Road 120 (Douglass Rd)
2) County Road 114 (Fairview Rd)
3) County Road 70 (Pultney Ridge Rd)

OHIO DEPARTMENT OF NATURAL RESOURCES
MANAGEMENT OF MINERAL RESOURCES DIVISION OF MINERAL RESOURCENAGEMENT

Mr. Probst questioned the term of the amendment which was for Feb. 1, 2013 through Feb. 28, 2014. Mr. Probst stated he thought we were doing this one month at a time. He did note that this was using federal dollars, not levy dollars. He questioned why this was for a one year term. The Clerk said Consultant Mark Lucas has reviewed these and she did have a discussion with Dwayne Pielech who advised the board had the option to cancel at any time. Mr. Probst stated that as good as things are going, there are some complaints, and there needs to be better oversight with some of the transportation needs. There is an issue with one of the fire departments. He is comfortable with doing months-to-month. Mr. Probst already voted yes for the previous motion and he said he doesn’t know how to go back and rescind his affirmative vote, since the term is for one year. He thought he was voting for a term of one month. Mr. Coffland questioned “but advice from our attorney, did he not say they could be canceled any time during the year?” The Clerk answered that Mr. Lucas was comfortable that the board could get out of it. Mr. Coffland said, “we held up and requested a legal opinion last week, we have received it.” He asked that both motions stay on the table and be passed. He stated he does not want to hold up allowing our fire departments to continue the services that they provide to the seniors. Mrs. Favede corrected Mr. Coffland by stating the amendments were just received on Monday and not last week. Mr. Probst said this motion needs an explanation behind it. Mr. Probst agreed it is important that these services continue.

Upon roll call the vote was as follows:

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

March 13, 2013
1. X Within one hundred (100) feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of public road # County Road 120; or
2. X Within one hundred (100) feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of public road # County Road 114; or
3. X Within one hundred (100) feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of public road # County Road 114; or
4. X Within one hundred (100) feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of public road # County Road 114; or

Signed: Matt Coffland /s/ Date 3/13/13
Title: Vice-Pres. Belmont County Commissioners

Signed Charles R. Probst Jr. /s/ Date 3/13/13
Title: Member - Belmont County Commissioners

Signed Ginny Favede /s/ Date 3/13/13
Title: President - Belmont County Commissioners

OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINERAL RESOURCE MANAGEMENT

Application/Permit Number

This form, pursuant to Ohio Revised Code Sections 1513.073 and 4153.11 and rule 1501:13-3-04 of the Ohio Administrative Code, is to be completed if the applicant proposes to mine through or within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road and the applicant does not have valid existing rights. Where the proposed mining operation is to be conducted within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road, and the applicant does not have valid existing rights, then the applicant must obtain the necessary approval of the governmental authority with jurisdiction over the public road by completing this form and having it signed by the governmental authority.

A map showing the road or the portion thereof to which this consent to mine applies is attached and a description follows:

County Road 114 – Located in Sections 28, 29 & 35, Township 8, Range 6, Warren Township, Belmont County, Ohio.

Beginning at a point in County Road 114, approximately 330 feet northwesterly of the southermost intersection of Township Road 162 and County Road 114, thence from said place of beginning and following County Road 114 in a northwesterly direction for a distance of approximately 6555 feet to the point of terminus.

The applicant proposes to conduct the following activities as part of the mining operation subject to the granting of this road permit.

spoil deposit
topsoil storage
equipment storage
pond construction
evacuation or location of ___ foot highwall
other (describe) underground storage

Describe the measures to be used to ensure that the interests of the public and landowners are protected.

1. Bond will be posted on the permitted area.
2. Earth barricades will be constructed, where necessary, to prohibit entry or act as safety barriers.
3. Signs will be erected near the mine to provide information for the public.

TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY

(within 30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this hearing, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on 3/13/13 and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected.

Therefore, this road permit is granted effective 3/13/13, and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY

(30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this hearing, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on 3/13/13 and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected.

Therefore, this road permit is granted effective 3/13/13, and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

1. Bond will be posted on the permitted area.
2. Earth barricades will be constructed, where necessary, to prohibit entry or act as safety barriers.
3. Signs will be erected near the mine to provide information for the public.

TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY

(30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this hearing, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on 3/13/13 and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected.
Therefore, this road permit is granted effective 3/13/13, and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

1. Within one hundred (100) feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of public road # County Road 70;

Signed: Matt Coffland /s/  
Date 3/13/13

Title: Vice-Pres. Belmont County Commissioners

Ginny Favede /s/  
Date 3/13/13

Signed: Charles R. Probst, Jr. /s/  
Date 3/13/13

Title: Member - Belmont County Commissioners

Belmont County Commissioner

Mrs. Favede stated for the record she wanted to clarify that this is no disrespect to the fire departments whatsoever. She thinks it would be disingenuous to present to the public that this would cause any senior the inability to get to their medical appointments. She said we have a fleet of senior services vehicles that have been purchased through senior service levy dollars and drivers that are employed through senior service levy dollars and there are more than enough for those seniors to be driven to their appointments regardless. Mr. Coffland noted our drivers move 35-40 people a day. This was an additional service that moves over 70 people.

He said this is just an added service to our drivers through the senior service program.

IN THE MATTER OF RENEWING VENDOR AGREEMENT WITH MARTINS FERRY EMS

The parties agree to increase the maximum amount of the agreement from $50,000.00 to $150,000.00 due to increases in usage. This amendment takes effect upon signature of all parties.

AMENDMENT TO VENDOR AGREEMENT WITH NEFFS EMS

The parties agree to increase the maximum amount of the agreement from $50,000.00 to $150,000.00 due to increases in usage. This amendment takes effect upon signature of all parties.

IN THE MATTER OF RENEWING VENDOR AGREEMENT WITH ATTORNEY REBECCA BENCH ON BEHALF OF BCDJFS FOR ADULT PROTECTIVE SERVICES-LEGAL SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of a Vendor Agreement with Attorney Rebecca Bench, on behalf of Belmont County Department of Job & Family Services, for the provision of Adult Protective Services-Legal Services effective March 1, 2013 through February 28, 2014 in the maximum amount of $100,000.00.
March 13, 2013

This agreement will be effective from March 1, 2013 through February 28, 2014 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

B. The Provider understands that this written agreement supersedes all oral agreements.

C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.

D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.

E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.

F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.

G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.

H. Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service, including provision of insurance.

I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.

J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

A. The Department of Job and Family Services agrees to pay the Provider $40.00 per hour for 125 Unit hours of service.

B. The maximum amount billable under this agreement is $10,000.00.

C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 13th day of March, 2013.

Dwayne Pielech /s/ 3/13/13
Belmont County Department of Job and Family Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1075

Matt Coffland /s/ 3/13/13
Belmont County Commissioners
Charles R. Probst, Jr. /s/ 3/13/13
Belmont County Commissioners
Ginny Favede /s/ 3/13/13
Belmont County Commissioners
As approved to form: 3/12/13
David K. Liberati /s/
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ANNUAL PREVENTATIVE MAINTENANCE AGREEMENT WITH THE TOWER CLOCK COMPANY/ BUILDINGS AND GROUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign and Annual Preventative Maintenance Agreement with The Tower Clock Company in the amount of $400.00 for servicing the Courthouse tower clock.

The Tower Clock Company
10340 Columbus-Cincinnati road
South Charleston, Ohio 45368
(937) 605-1904
Email: phil@thetowerclockcompany.com
ANNUAL PREVENTATIVE MAINTENANCE AGREEMENT

OFFER:
The Tower Clock Company hereby offers and agrees annually to service your building clock and perform the following:

1. Adjust, calibrate, clean and oil the tower clock movement.
2. Clean the tower clock main frame.
3. Adjust and tighten all bolts and screws to specifications.
4. Inspect and adjust mercury switches.
5. Repack gear motors and check for excessive wear.
6. Inspect all dial gears, shafts and universal joints for excessive wear.
7. Clean, adjust and oil the dial gear assemblies.
8. Clean, adjust and oil the cluster gear assembly.
9. Dust, clean and inspect all dial glass.
10. Calibrate and synchronize movement time with strike.
11. Synchronize all 4 sets of clock hands and set to the correct time.
12. Adjust the tower bell hammer to its proper setting.

*This offer does not include any work needed on the outside of the building.

AMOUNT: $ 400

CANCELLATION:
This contract may be cancelled by either party upon thirty days notice to the other.

THE TOWER CLOCK COMPANY
Owner: Phil Wright /s/__________________

ACCEPTANCE:
The undersigned hereby accept the offer of The Tower Clock Company as set forth above
Matt Coffland /s/____________ Date 2/13/13
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 APPROVING THE STANDBY GENERATOR PREVENTATIVE MAINTENANCE AGREEMENTS FOR THE COURTHOUSE AND 9-1-1 GENERATORS/BUILDINGS AND GROUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Standby Generator Preventative Maintenance Agreements for semi-annual maintenance for the Belmont County Courthouse and 9-1-1 generators as follows:
Courthouse Generator Make/Model: Generac QTO36 - $350.00 per year
9-1-1 Generator Make/Model: Generac QTO36 - $2100.00 per year (4 units at $525 each)

Standby Generator Preventative Maintenance Agreement
This agreement made this 16th day of February 2013 between ERB Electric Company and:
Customer Name: Belmont County Commissioners
Address: Courthouse, 101 W. Main St.
City, State, Zip: St. Clairsville, OH 43950
Telephone Number: (740) 699-2155
Fax Number: (740) 699-2156
Contact Name: Jack Reis
Generator Make/Model: Generac QTO36

In consideration of the agreement herein contained:

1) The customer agrees to remit the amount of $350 plus tax per unit(s) for a period of one year payable within 30 days after receipt of invoices from Erb Electric.
2) Erb Electric agrees to perform preventative maintenance service per the attached form TWO times a year approximately 6 month intervals. Erb Electric shall inspect and report on any noted problems with the unit and recommend any corrective action. Erb Electric will perform normal preventative maintenance on the power system which includes the following items:
   *Replace engine oil and filter per maintenance schedule (minimum one per year) and inspect lubrication system.
   *Replace air filter element as required.
   *Replace fuel filter and clean fuel strainer as required.
   *Inspect and pressure test coolant system, add rust inhibitor and antifreeze to the system as needed and check all components. (Air cooled units: clean and inspect cooling fins.)
   *Replace antifreeze and flush cooling system every five years.
   *Inspect all rubber belts and hoses.
   *Service batteries, cables, and terminals. Check and adjust charging system.
   *Check starter and starting system.
   *Check A.C. generator, clean, adjust, lubricate as required.
   *Inspect transfer switch, clean, adjust and test all models, both with and without loads.
   *Test exercise system, reset to owner’s request as required.
   *Load test entire system (with owner’s authorization).
   *Provide a written report on the condition of the unit after service is completed.
3) The customer authorizes Erb Electric to perform repairs deemed necessary for proper operation of the standby power system at the time of service. The cost of any repairs shall not exceed $100.00 without getting proper advance authorization prior to repairs and shall be included in the service report. Repairs exceeding this amount will be referred to the customer for action or additional authorization. The cost of these additional repairs will be charged at Erb Electric prevailing labor rates plus parts cost and prevailing mileage rates should additional trips be required.
4) Erb Electric warrants its work for a period of thirty days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, overloading or speeding, repairs made by someone other than Erb Electric, fire, flood, vandalism, theft or any other acts beyond the control of Erb Electric.

5) Failure of any parts installed during the course of a maintenance service will be covered by the manufacturer warranty.

6) Either party may cancel this agreement within thirty days written notification.

Signed:

Matt Coffland /s/ Charles R. Probst, Jr. /s/

Ginny Favede /s/ Tara Agriesa /s/

Owner or Owner’s Agent

Erb Electric Company

3/13/13 2-12-13

Date

Date

Please Check One:

___ Annual $________ per Unit

X Semi-Annual $525.00 per Unit

Erb Electric Preventative Maintenance Agreement

This agreement made this 12th day of March 2013 between ERB Electric Company and:

Customer Name: Belmont County 911
Address: 68331 Bannock Road
City, State, Zip: St. Clairsville, OH 43950
Telephone Number: (740) 695-9404
Fax Number:
Contact Name: Bryan Minder
Generator Make/Model: Generac QTO36

In consideration of the agreement herein contained:

1) The customer agrees to remit the amount of $525.00 plus tax per 4 unit(s)
   for a period of one year payable within 30 days after receipt of invoices
   From Erb Electric.

2) Erb Electric agrees to perform preventative maintenance service per the
   attached form TWO times a year approximately 6 month intervals.
   Erb Electric shall inspect and report on any noted problems with the unit
   and recommend any corrective action. Erb Electric will perform normal
   preventative maintenance on the power system which includes the
   following items:
   * Replace engine oil and filter per maintenance schedule (minimum one
     per year) and inspect lubrication system.
   * Replace air filter element as required.
   * Replace fuel filter and clean fuel strainer as required.
   * Inspect and pressure test coolant system, add rust inhibitor and antifreeze
     to the system as needed and check all components. (Air cooled units:
     clean and inspect cooling fins.)
   * Replace antifreeze and flush cooling system every five years.
   * Inspect all rubber belts and hoses.
   * Service batteries, cables, and terminals. Check and adjust charging system.
   * Check starter and starting system.
   * Check A.C. generator, clean, adjust, lubricate as required.
   * Inspect transfer switch, clean, adjust and test all models, both with and
     without loads.
   * Test exercise system, reset to owner’s request as required.
   * Load test entire system (with owner’s authorization).
   * Provide a written report on the condition of the unit after service is
     completed.

3) The customer authorizes Erb Electric to perform repairs deemed necessary for proper operation of the standby power system at the
time of service. The cost of any repairs shall not exceed $100.00 without getting proper advance authorization prior to repairs and
shall be included in the service report. Repairs exceeding this amount will be referred to the customer for action or additional
authorization. The cost of these additional repairs will be charged at Erb Electric prevailing labor rates plus parts cost and
prevailing mileage rates should additional trips be required.

4) Erb Electric warrants its work for a period of thirty days from the date of service. This warranty is limited to failure as a result of
workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident,
overloading or speeding, repairs made by someone other than Erb Electric, fire, flood, vandalism, theft or any other acts beyond the
control of Erb Electric.

5) Failure of any parts installed during the course of a maintenance service will be covered by the manufacturer warranty.

6) Either party may cancel this agreement within thirty days written notification.

Signed:

Matt Coffland /s/ Charles R. Probst, Jr. /s/

Ginny Favede /s/ Tara Agriesa /s/

Owner or Owner’s Agent

Erb Electric Company

3/13/13 2-12-13

Date

Date

Please Check One:

___ Annual $________ per Unit

X Semi-Annual $525.00 per Unit

Erb Electric Preventative Maintenance Agreement

This agreement made this 12th day of March 2013 between ERB Electric Company and:

Customer Name: Belmont County 911
Address: 68331 Bannock Road
City, State, Zip: St. Clairsville, OH 43950
Telephone Number: (740) 695-9404
Fax Number:
Contact Name: Bryan Minder
Generator Make/Model: Generac QTO36

In consideration of the agreement herein contained:

1) The customer agrees to remit the amount of $525.00 plus tax per 4 unit(s)
   for a period of one year payable within 30 days after receipt of invoices
   From Erb Electric.

2) Erb Electric agrees to perform preventative maintenance service per the
   attached form TWO times a year approximately 6 month intervals.
   Erb Electric shall inspect and report on any noted problems with the unit
   and recommend any corrective action. Erb Electric will perform normal
   preventative maintenance on the power system which includes the
   following items:
   * Replace engine oil and filter per maintenance schedule (minimum one
     per year) and inspect lubrication system.
   * Replace air filter element as required.
   * Replace fuel filter and clean fuel strainer as required.
   * Inspect and pressure test coolant system, add rust inhibitor and antifreeze
     to the system as needed and check all components. (Air cooled units:
     clean and inspect cooling fins.)
   * Replace antifreeze and flush cooling system every five years.
   * Inspect all rubber belts and hoses.
   * Service batteries, cables, and terminals. Check and adjust charging system.
   * Check starter and starting system.
   * Check A.C. generator, clean, adjust, lubricate as required.
   * Inspect transfer switch, clean, adjust and test all models, both with and
     without loads.
   * Test exercise system, reset to owner’s request as required.
   * Load test entire system (with owner’s authorization).
   * Provide a written report on the condition of the unit after service is
     completed.

3) The customer authorizes Erb Electric to perform repairs deemed necessary for proper operation of the standby power system at the
time of service. The cost of any repairs shall not exceed $100.00 without getting proper advance authorization prior to repairs and
shall be included in the service report. Repairs exceeding this amount will be referred to the customer for action or additional
authorization. The cost of these additional repairs will be charged at Erb Electric prevailing labor rates plus parts cost and
prevailing mileage rates should additional trips be required.

4) Erb Electric warrants its work for a period of thirty days from the date of service. This warranty is limited to failure as a result of
workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident,
overloading or speeding, repairs made by someone other than Erb Electric, fire, flood, vandalism, theft or any other acts beyond the
control of Erb Electric.

5) Failure of any parts installed during the course of a maintenance service will be covered by the manufacturer warranty.

6) Either party may cancel this agreement within thirty days written notification.

Signed:

Matt Coffland /s/ Charles R. Probst, Jr. /s/

Ginny Favede /s/ Tara Agriesa /s/

Owner or Owner’s Agent

Erb Electric Company

3/13/13 2-12-13

Date

Date

Please Check One:

___ Annual $________ per Unit

X Semi-Annual $525.00 per Unit

Erb Electric Preventative Maintenance Agreement

This agreement made this 12th day of March 2013 between ERB Electric Company and:

Customer Name: Belmont County 911
Address: 68331 Bannock Road
City, State, Zip: St. Clairsville, OH 43950
Telephone Number: (740) 695-9404
Fax Number:
Contact Name: Bryan Minder
Generator Make/Model: Generac QTO36

In consideration of the agreement herein contained:

1) The customer agrees to remit the amount of $525.00 plus tax per 4 unit(s)
   for a period of one year payable within 30 days after receipt of invoices
   From Erb Electric.

2) Erb Electric agrees to perform preventative maintenance service per the
   attached form TWO times a year approximately 6 month intervals.
   Erb Electric shall inspect and report on any noted problems with the unit
   and recommend any corrective action. Erb Electric will perform normal
   preventative maintenance on the power system which includes the
   following items:
   * Replace engine oil and filter per maintenance schedule (minimum one
     per year) and inspect lubrication system.
   * Replace air filter element as required.
   * Replace fuel filter and clean fuel strainer as required.
   * Inspect and pressure test coolant system, add rust inhibitor and antifreeze
     to the system as needed and check all components. (Air cooled units:
     clean and inspect cooling fins.)
   * Replace antifreeze and flush cooling system every five years.
   * Inspect all rubber belts and hoses.
   * Service batteries, cables, and terminals. Check and adjust charging system.
   * Check starter and starting system.
   * Check A.C. generator, clean, adjust, lubricate as required.
   * Inspect transfer switch, clean, adjust and test all models, both with and
     without loads.
   * Test exercise system, reset to owner’s request as required.
   * Load test entire system (with owner’s authorization).
   * Provide a written report on the condition of the unit after service is
     completed.

3) The customer authorizes Erb Electric to perform repairs deemed necessary for proper operation of the standby power system at the
time of service. The cost of any repairs shall not exceed $100.00 without getting proper advance authorization prior to repairs and
shall be included in the service report. Repairs exceeding this amount will be referred to the customer for action or additional
authorization. The cost of these additional repairs will be charged at Erb Electric prevailing labor rates plus parts cost and
prevailing mileage rates should additional trips be required.

4) Erb Electric warrants its work for a period of thirty days from the date of service. This warranty is limited to failure as a result of
workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident,
overloading or speeding, repairs made by someone other than Erb Electric, fire, flood, vandalism, theft or any other acts beyond the
control of Erb Electric.

5) Failure of any parts installed during the course of a maintenance service will be covered by the manufacturer warranty.

6) Either party may cancel this agreement within thirty days written notification.
Mr. Probst  Yes

IN THE MATTER OF AUTHORIZING THE EXECUTION OF
INVOICE #5 FOR THE CENTENNIAL PRESERVATION GROUP
OUE BRICK TAVERN ROOF DRAINAGE PROJECT/ODOT
Motion made by Mr. Probst and seconded by Mr. Probst.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF SIX
(6) 2013 CHEVROLET IMPALA POLICE VEHICLES/SHERIFF
Motion made by Mrs. Favede, seconded by Mr. Coffland.

Mr. Probst asked if these vehicles were competitively bid. Mrs. Favede asked that Fiscal Manager Barb Blake was present for the record that the Sheriff met with the board two weeks ago and brought to the board's attention a fleet of vehicles where the mileage was above 100,000 miles and in some cases over 150,000. This creates a very unsafe environment for our deputies. In addition to the vehicles that were leased at the end of last year, we are looking at purchasing six (6) additional vehicles primarily for the safety of our deputies. Fiscal Manager Barb Blake then advised the vehicles did not have to be competitively bid. She said there is a local vendor that was under the state purchasing price. If a local vendor can meet or beat the state purchasing price, we can purchase locally.

Mr. Probst noted the board did meet with the Sheriff to talk about the vehicles and he will vote for the motion today because they need the cars and it is a safety issue. He said we agreed back then that you needed nine (9) cars for the safety of the general public and also the officers. He advised he personally would like to see us purchase the nine (9) vehicles. Mr. Probst said you will hear pros and cons that maybe we don’t have the money now. He said he was not going to get into a debate with his colleagues over this, but something that he feels strongly about is public safety, especially of our officers that respond to these calls. He said when you talk about vehicles that have 150,000 or more miles and the rest that we want to replace are over 100,000 miles plus the maintenance costs behind all this to keep these cars on the road, to him it just seems like it is better use of money to go ahead and buy three (3) more vehicles which would be under warranty and cut the maintenance costs out. Mr. Probst said he hopes his colleagues revisit this later in the year to purchase the other three (3) vehicles. He said sometime in government we never get back to what we say we are going to do later on down the road.

Sheriff Lucas thanked Mr. Probst and stated he presented to the board all the facts. He also presented to the Fiscal Manager the actual unit numbers and out of the nine (9) vehicles with high miles, two (2) are now out of commission. A transmission just went out on one vehicle Friday. Mr. Coffland stated his record shows he has bought twenty (20) vehicles since he has been in office-ten (10) on the first lease and ten (10) on the second lease and now six (6) more. He said he is all about public safety. He noted this was recommended after talking with the Fiscal Manager and there is a commitment to look at the other three (3) vehicles before the end of the year. He concluded by stating there is nothing we want more than your men and women to be in safe vehicles. Sheriff Lucas thanked the board for moving forward with the six (6) vehicles and addressing the other ones down the road. Mr. Probst wanted the record to be clear that we did not order ten (10) cars last year. We only ordered nine (9).

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSALS FOR UPLIFTING, DECALS AND CAMERAS FOR SIX (6) 2013 CHEVROLET IMPALA POLICE VEHICLES/SHERIFF
Motion made by Mrs. Favede, seconded by Mr. Coffland.

Mr. Probst noted the board did meet with the Sheriff to talk about the vehicles and he will vote for the motion today because they need the cars and it is a safety issue. He said we agreed back then that you needed nine (9) cars for the safety of the general public and also the officers. He advised he personally would like to see us purchase the nine (9) vehicles. Mr. Probst said you will hear pros and cons that maybe we don’t have the money now. He said he was not going to get into a debate with his colleagues over this, but something that he feels strongly about is public safety, especially of our officers that respond to these calls. He said when you talk about vehicles that have 150,000 or more miles and the rest that we want to replace are over 100,000 miles plus the maintenance costs behind all this to keep these cars on the road, to him it just seems like it is better use of money to go ahead and buy three (3) more vehicles which would be under warranty and cut the maintenance costs out. Mr. Probst said he hopes his colleagues revisit this later in the year to purchase the other three (3) vehicles. He said sometime in government we never get back to what we say we are going to do later on down the road.

Sheriff Lucas thanked Mr. Probst and stated he presented to the board all the facts. He also presented to the Fiscal Manager the actual unit numbers and out of the nine (9) vehicles with high miles, two (2) are now out of commission. A transmission just went out on one vehicle Friday. Mr. Coffland stated his record shows he has bought twenty (20) vehicles since he has been in office-ten (10) on the first lease and ten (10) on the second lease and now six (6) more. He said he is all about public safety. He noted this was recommended after talking with the Fiscal Manager and there is a commitment to look at the other three (3) vehicles before the end of the year. He concluded by stating there is nothing we want more than your men and women to be in safe vehicles. Sheriff Lucas thanked the board for moving forward with the six (6) vehicles and addressing the other ones down the road. Mr. Probst wanted the record to be clear that we did not order ten (10) cars last year. We only ordered nine (9).

Upon roll call the vote was as follows:

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

INVOICE #5 FOR THE CENTENNIAL PRESERVATION GROUP
OUE BRICK TAVERN ROOF DRAINAGE PROJECT/ODOT
Motion made by Mr. Probst and seconded by Mr. Probst.

Upon roll call the vote was as follows:

Mr. Probst  Yes
Mrs. Favede  Yes

IN THE MATTER OF APPROVING THE PURCHASE OF SIX
(6) 2013 CHEVROLET IMPALA POLICE VEHICLES/SHERIFF
Motion made by Mrs. Favede, seconded by Mr. Coffland.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSALS FOR UPLIFTING, DECALS AND CAMERAS FOR SIX (6) 2013 CHEVROLET IMPALA POLICE VEHICLES/SHERIFF
Motion made by Mrs. Favede, seconded by Mr. Coffland.

Upon roll call the vote was as follows:

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

March 13, 2013

Mr. Probst  Yes

IN THE MATTER OF AUTHORIZING THE EXECUTION OF
INVOICE #5 FOR THE CENTENNIAL PRESERVATION GROUP
OUE BRICK TAVERN ROOF DRAINAGE PROJECT/ODOT
Motion made by Mr. Probst and seconded by Mr. Probst.

Upon roll call the vote was as follows:

Mr. Probst  Yes
Mrs. Favede  Yes

IN THE MATTER OF APPROVING THE PURCHASE OF SIX
(6) 2013 CHEVROLET IMPALA POLICE VEHICLES/SHERIFF
Motion made by Mrs. Favede, seconded by Mr. Coffland.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSALS FOR UPLIFTING, DECALS AND CAMERAS FOR SIX (6) 2013 CHEVROLET IMPALA POLICE VEHICLES/SHERIFF
Motion made by Mrs. Favede, seconded by Mr. Coffland.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE EXECUTION OF
INVOICE #5 FOR THE CENTENNIAL PRESERVATION GROUP
OUE BRICK TAVERN ROOF DRAINAGE PROJECT/ODOT
Motion made by Mr. Probst and seconded by Mr. Probst.

Upon roll call the vote was as follows:

Mr. Probst  Yes
Mrs. Favede  Yes

IN THE MATTER OF APPROVING THE PURCHASE OF SIX
(6) 2013 CHEVROLET IMPALA POLICE VEHICLES/SHERIFF
Motion made by Mrs. Favede, seconded by Mr. Coffland.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSALS FOR UPLIFTING, DECALS AND CAMERAS FOR SIX (6) 2013 CHEVROLET IMPALA POLICE VEHICLES/SHERIFF
Motion made by Mrs. Favede, seconded by Mr. Coffland.

Upon roll call the vote was as follows:

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

11:00 Steve Williams, Superintendent and Pamela McCort, Communications Coordinator, Belmont Co. Bd. of Developmental Disabilities and members of People First
Re: Developmental Disabilities Awareness Month Proclamation
After the proclamation was read by Mrs. Favede, Pamela McCort said these types of things are so very important. As noted in the proclamation, there was a few times where “opportunities” were mentioned. She said that is the key for all of us throughout our lives. We rely on opportunities to live, learn, work and volunteer in the community. She introduced members of People First, a self-advocacy group here in Belmont County. They include President, Pat Jobb; Sally Smith; Brian Kozak and Mary Lou Kent, who is their navigator through the things they do in the county. They wanted to share the importance of language and they have prepared a Style Guide for all people. Mr. Jobb thanked the board for the proclamation on behalf of people with developmental disabilities. He presented a copy of the Style Guide to the board. Mrs. McCort thanked the Belmont County community because they are providing opportunities to adults with disabilities the chance to work. She
shared the statistic that only 12% of adults with disabilities who want to work are employed in the community. They are working hard to change that and with their provider partners and business community, that is happening here. They are very grateful for that. Mr. Coffland was aware of the opportunities provided by a local business, Electronic Recycling Services, in Bellaire who have hired adults with disabilities. He stated the board is working on a letter of support for this company and hopes this will allow them to hire more. He said this is very exciting news. Mrs. McCort said that is key because ERS had worked with provider services and they had employees and realized what great, reliable, skilled people they were, and they asked for more. This is what can happen when you look beyond disability and give people opportunities to succeed. Mr. Probst stated it is always refreshing when the Board of DD comes in every year and hear about the program. They are evolving and always have something new to report. Mrs. Favede said as a parent it is so encouraging to participate in these proclamations. She said when you pass out a Style Guide it is an acknowledgement for a problem that we have in society that we need to access respectful words, instead of hurtful words, and we need to have respect for all individuals. We need to address challenges and figure out ways that as a community we can assist people with disabilities to overcome those challenges.

IN THE MATTER OF ADOPTING PROCLAMATION HONORING DEVELOPMENTAL DISABILITIES AWARENESS MONTH

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation honoring Developmental Disabilities Awareness Month.

PROCLAMATION
HONORING
DEVELOPMENTAL DISABILITIES AWARENESS MONTH

WHEREAS: Opportunities for citizens with developmental disabilities to learn, work, live and volunteer increase when local communities embrace all people; and

WHEREAS: People with disabilities, their families, friends, neighbors and co-workers know that the most effective way to increase understanding and awareness is through experience with one another; and

WHEREAS: The entire community benefits from the skills and abilities people with disabilities share when opportunities are presented for them to do so; and

WHEREAS: We encourage all citizens to support opportunities for people with disabilities that offer access to education, employment, housing, and recreational activities;

NOW, THEREFORE, the Board of Commissioners of Belmont County, Ohio does hereby proclaim March, 2013 as Developmental Disabilities Awareness Month and encourages everyone to Look Beyond disability and see the value of every person and what he or she is capable of achieving.

Adopted this 13th day of March, 2013.

BELMONT COUNTY COMMISSIONERS

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

OPEN PUBLIC FORUM - Mike Bianconi had two questions: 1) He was of the understanding $100,000.00 a year was allocated to marked police vehicles. He asked, “Do you not allocate a yearly stipend so that we don’t get in this bind.” Mr. Probst said there had been some discussion about it and then in 2004-2005 the disasters hit and monies went for that. He said we went through a recession, the Auditor reduced his certification and different things happened. We got away from that program. Mr. Probst said it was a good program, if we have the money to be able to do $100,000.00 a year so the vehicles are rotated. But things and finances changed. He said it is sad to see the condition of some of these cars. It is a piece of equipment that the officers need. 2) Mike went over the sales tax from last year and added in the casino monies, and his calculation has the county bringing in over $1,700,000.00 more. He asked if the board was considering giving the Engineer $1 million to pave roads. Mike said casino money is going up but he realizes you can’t always count on that.

Mrs. Favede said we are fully aware of the sales tax collection, but she wondered if he was aware of Gov. Kasich’s proposal to change permissive sales tax and sales tax reductions. In Belmont County alone we will lose 20% under his proposal. Mr. Bianconi said that was misleading because he is proposing to reduce the sales tax, but you will get more money because more services are going to be taxed. He again asked for $1 million to pave roads. Mrs. Favede said she wanted to note for the record that our health insurance for employees went up $600,000.00 this year. She stated she appreciated his request and the need, but we have to make sure we are able to take care of all the others. We were not expecting a $600,000.00 increase to health insurance. Mr. Coffland added that a lot of our employees could use a little bump and he would like to see that. He would like to have the County Auditor here at this meeting and he asked Mr. Bianconi to invite him to come over to explain. Mr. Coffland said if there is $1 million there, let’s put it into roads. Mr. Coffland said, “Mike, you know how it works here; you know what he certifies us.” Mr. Probst said moving forward, we need to take a hard look at our priorities; one of the priorities should be the paving of roads. There needs to be a balance of the revenue that is coming in and going out. We do not want to short any of the departments. He suggested at the end of year when we know what kind of carryover monies we have and anticipated revenues and expenditures we are going to have for the following year; then that is the time to take those monies and encumber them for paving projects. Mr. Probst noted that the Engineer needs to ante up some of the money too. It is a two way street. Mr. Bianconi stated Mr. Bennett has no money to pave roads.

Mrs. Favede acknowledged that March 10-16, 2013, is National Sunshine Week. It is to promote by law the importance of open government and freedom of information. Frank Papini brought to attention the blackout in Pease Township. The street lights have been turned off. The most concern is that it affects a national road (Rt. 40) that is federally funded. It is a dangerous situation and he is asking for pressure to be put on the governor to use his rainy day fund. Mrs. Favede agreed and said we had this exact conversation last week. This is a true application of the loss of local government funds. It is creating unsafe communities at the hands of the state. She said the state needs to listen to the township, county and municipal governments. She thinks the township trustees and the citizens need to take up their pens and make phones and put pressure on the state. We elected them to represent us. Mrs. Favede advised we hosted meeting with Rep. Jack Cera who has introduced HB17, which is a return to local government funding at the level of 2005. A letter of support for each township has been created to submit to the state. For the record, Mrs. Favede is testifying tomorrow for the Ways and Means Committee in regards to the severance tax. Two of her issues are that she firmly believes that some of the severance tax should be returned to the host counties. CCAO is not opposed to income tax reductions for the entire state, but it should be used minimally for income tax reductions and some of it returned to restore local government fund cuts. She is also testifying that she believes that in the State of Pennsylvania they allowed an impact fee to be returned to the townships and they were able to
cut local property milage rates in half. She concluded by stating, “Allowing local governments to create some ability to generate funds is something that we need to be looking at.”

IN THE MATTER OF ENTERING EXECUTIVE SESSION
Motion made by Mr. Coffland, seconded by Mrs. Favede to enter executive session with Mark Lucas, Clemans-Nelson & Associates and Christy Palmer, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the appointment, compensation, and employment of a public employee and ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

- Mr. Coffland: Yes
- Mrs. Favede: Yes
- Mr. Probst: Yes

Note: Commissioner Probst stepped out of executive session just before adjournment.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:35 P.M.
Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session. Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.
IN THE MATTER OF ADJOURNING

COMMISSIONERS MEETING AT 1:40 P.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 1:40 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of March, 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