

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Kathy Marino, Assistant Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, 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-AT&T	Services-Public Defender/General Fund	157.55
S-AT&T	Services/District Detention Home Fund	280.08+b
A-Crystal Spring	Water-Treasurer/General Fund	28.51
A-Digital Data	Annual Antivirus & DNS Filter-Treasurer/General Fund	864.00
A-Draft-Co., Inc.	Map conversion-GIS Projects/General Fund	1,528.36
A-First Communications	Services-911/General Fund	1,101.56
A-Information Management Services	Toner-Recorder/General Fund	214.00
A-John Morgan	Reimburse expenses-Coroner/General Fund	159.76
A-The Times Leader	Secretary position ad-Public Defender/General Fund	320.09
A-Ohio State Coroners Assoc.	Annual Dues-Coroner/General Fund	2,602.00
A-OVMC-EORH	Morgue charges & blood tests-Coroner/General Fund	1,953.55
A-Spectra Associates, Inc.	Mylar page reinforcements-Recorder/General Fund	103.95
A-Staples	Supplies-911/General Fund	293.92
E-DH Wireless Solutions	911 WIFI Adapter/911 Fund	1,138.33
P-Onepump Global DBA Excel	Material/SSD#2 Revenue Fund	13,170.43
S-AT&T	Services/District Detention Home Fund	224.55
S-Bob Barker Company, Inc.	Supplies/District Detention Home Fund	293.02
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-Lakeland Foods, Inc.	Kitchen bill/District Detention Home Fund	1,532.64
S-Ohio Council of Port Authorities	Membership/Port Authority Fund	100.00
S-Sam's Club/GEGRB	Food/Oakview Juvenile Residential Center Fund	568.89
S-TSG	Probation work station and computer work/Eastern Div. Ct. Computer Fd.	405.00
S-TSG	Probation work station and computer work/Northern Div. Ct. Comp. Fd.	405.00
S-TSG	Offsite backup/Eastern Div. Ct. Computer Fund	49.54
S-TSG	Data backup & vaulting/Northern Div. Ct. Computer Fund	170.00
W-Matthew Bender & Co.	Books/Law Library Fund	5,901.79

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for March 6, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$13,956.30; \$13,956.30; \$34,462.03; \$5,835.92
A-GENERAL/AUDITOR	\$2,813.60
A-GENERAL/COMMON PLEAS COURT	\$901.67
A-GENERAL/EMA	\$789.26
A-GENERAL/JUVENILE COURT	\$45.52
A-GENERAL/RECORDER	\$34,453.25
A-GENERAL/SHERIFF	\$8,645.85
B-Dog Kennel	\$285.25; \$1,051.62
C-Indigent Guardianship	\$300.00
G-Convention and Visitors Bureau	\$24,167.00
H-Job & Family, Public Assistance	\$28,601.00; \$821.91; \$160.31; \$10,713.71; \$9,243.50
H-Job & Family, WIA	\$71,425.59; \$24,745.05
K-Engineer MVGT	\$1,720.91; \$36,781.03
M-Juvenile Ct. – Intake Coordinator	\$364.50
M-Juvenile Ct. – Placement Services	\$28,280.00
M-Juvenile Ct. – Placement II	\$451.00
M-Juvenile Ct. – Title IV-E Riemb.	\$239.11
M-Juvenile Ct. – Truant Officer Grant	\$47.70
N-Capital Projects-Facilities	\$1,158.90; \$863.13
P-Oakview Admn Bldg	\$146.15; \$51.16
P-Sanitary Sewer District	\$7,431.60; \$3,562.00
S-Common Pleas Ct. General Special Projects	\$4,391.04; \$1,242.00
S-District Detention Home	\$1,561.95
S-Job & Family, Children Services	\$1,868.42; \$23,561.19
S-Juvenile Ct.-Computer Fund	\$1,075.09
S-Oakview Juvenile Residential Center	\$2,063.08
S-Probate Court Conduct of Business	\$1,275.00
S-Senior Services	\$11,034.84; \$12,713.06
S-Sheriff Commissary	\$3,364.43
S-Western Div. Ct. Computer Fund	\$1,866.36
U-Sheriff Reserve Account	\$997.74

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfers within the following funds:

GENERAL FUND/PROBATE COURT

FROM	TO	AMOUNT
E-0081-A002-D12.000 Other Expenses	E-0081-A002-D13.000 Guardianship Investigator	\$823.40

K00 ENGINEER/M.V.G.T FUND

FROM	TO	AMOUNT
E-2811-K000-K13.012 Equipment	E-2813-K000-K45.051 Note Interest Payment	\$0.80

BCSSD/VARIOUS

FROM	TO	AMOUNT
E-3701-P003-P32.074 Transfer Out	E-3701-P003-P19.012 Equipment	\$15,000.00
E-3702-P005-P34.074 Transfer Out	E-3702-P005-P19.012 Equipment	\$55,000.00
E-3705-P051-P16.074 Transfer Out	E-3704-P051-P03.012 Equipment	\$3,000.00
E-3705-P053-P16.074 Transfer Out	E-3705-P053-P03.012 Equipment	\$2,000.00
E-3707-P056-P16.074 Transfer Out	E-3707-P056-P03.012 Equipment	\$200.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER BETWEEN FUNDS

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfers between funds:

G90 PRE-PAYMENT REAL ESTATE TAXES

TO Y79 UNCLAIMED FORECLOSURE FUNDS

FROM	TO	AMOUNT
Pre-Payment Real Estate Taxes E-9800-G090-G01.000	Unclaimed Foreclosure Funds R-9879-Y079-Y01.500	\$437.20

S81 PROBATE COURT-COMPUTER FUND

TO M75 PLACEMENT II FUND

FROM	TO	AMOUNT
E-1581-S081-S08.000 Computer Expenses	R-0400-M075-M01.501 Grant-State	\$2,604.75

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****JANUARY 2, 2014****

M79 JUVENILE COURT/TRUANT OFFICER FUND

E-0400-M079-M04.000	Other Expenses	\$338.42
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N26 BCSSD/MT.VICTORY RD/WATERLINE

EXTENSION CONSTRUCTION FUND

E-9026-N026-N05.013	Contract Projects	\$3,055.00
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N27 BCSSD/NEFFS SANITARY SEWER PROJECT

E-9027-N027-N01.055	Contract Services	\$13,411.74
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****MARCH 6, 2014****

GENERAL FUND/VARIOUS

E-0121-A006-B02.002	Recorders/Salaries-Employees	\$36,480.00
E-0131-A006-A04.002	Salaries-Road Deputies	\$2,040.00

JUVENILE COURT/VARIOUS

E-1650-B014-B04.000	Alcohol Monitoring Devices	\$2,629.18
E-1599-S099-S12.000	Other Expenses	\$42,389.00
E-0400-M062-M02.000	Other Expenses	\$1,347.75
E-1589-S096-S12.000	Other Expenses	\$4,658.00
E-1582-S085-S08.000	Computer Expenses	\$1,109.00
E-0400-M072-M05.000	Other Expenses	\$75.00

E10 9-1-1 FUND

E-2200-E010-E07.000	Other Expenses	\$1452.00
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M64 JUVENILE COURT/PLACEMENT SERVICES

E-0400-M064-M05.000	Placement Costs	\$28,390.00
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OAKVIEW JUVENILE/VARIOUS

E-8011-S031-S02.000	Food (Meal Tickets/US Food Performance Incentive)	\$91.61
E-8012-S032-S00.000	Activity Fund	\$2.11

S17 BCDJFS/CHILDREN SERVICES FUND

E-2765-S017-S31.000	Other Expenses	\$75,301.50
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S86 NORTHERN COURT/GENERAL SPECIAL PROJECTS FUND

E-1561-S086-S01.002	Salaries	\$20,000.00
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S87 EASTERN COURT/GENERAL SPECIAL PROJECTS FUND

E-1571-S087-S01.002	Salaries	\$20,000.00
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S88 WESTERN COURT/GENERAL SPECIAL PROJECTS FUND

E-1551-S088-S01.002	Salaries	\$20,000.00
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T19 MOVING OHIO FORWARD DEMO PROGRAM FUND

E-9719-T019-T02.000	Bellaire Distribution	\$ 3,850.00
E-9719-T019-T10.000	Admin. Fees/Bel-O-Mar	\$ 1,692.50
E-9719-T019-T11.055	Contract-Projects	\$30,000.00

W80 PROSECUTOR/VICTIM ASSISTANCE PROGRAM FUND

E-1511-W080-P01.002	Salary	\$3,440.00
E-1511-W080-P07.006	Hospitalization	\$900.00
E-1511-W080-P05.003	PERS	\$558.00

E-1511-W080-P06.004 Workers Comp \$365.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR ENGINEER/BRIDGES & CULVERTS FUND-K00**

Motion made by Mr. Coffland, seconded by Mr. Thomas 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 March 6, 2014:

E-2813-K000-K44.050 Note Principal Payment \$86,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE ENGINEER/ BOND RETIREMENT-
BRIDGE-RETAINING WALL FUND/O39**

Motion made by Mr. Coffland, seconded by Mr. Thomas 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 March 6, 2014:

E-9218-O039-O01.050 Principal Payment \$85,000.00

E-9218-O039-O02.051 Interest Payment \$72,695.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS—
COMMON PLEAS COURT/VARIOUS FUNDS**

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of March 6, 2014:

S54 COMMON PLEAS COURT/GENERAL SPECIAL MEDIATION SERVICES FUND

E-1544-S054-S01.002 Salary \$2,550.00

S89 COMMON PLEAS COURT/GENERAL SPECIAL PROJECTS FUND

E-1572-S089-S02.000 Guardian Ad Litem \$ 222.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING
THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated March 6, 2014, 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. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF REQUEST FOR CERTIFICATION
OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **CAPTIAL PROJECTS-FACILITIES - \$4,730.54 FROM E-9029-N0289-N02.055/Closed PO 520826**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Thomas, seconded by Mr. Coffland granting permission for county employees to travel as follows:

DJFS – Lisa Fijalkowski to travel to Cadiz, OH, on March 6, 2014, to attend COG Meeting. Estimated expenses: \$12.00

Vincent Gianangeli to travel to Columbus, OH, on March 18-19, 2014, to attend Statehouse Day Meeting with Legislators. Lisa Fijalkowski to travel to Columbus, OH, on March 19, 2014. Estimated expenses: \$397.70

ELECTION BOARD – Staff to travel to Zanesville, OH, on March 6, 2014, to attend a required Secretary of State Regional Meeting.

SENIOR SERVICES – Tish Kinney to travel to Moundsville, WV, on March 7, and to Wheeling, WV, on March 12, 2014. Linda Sadosky to travel to Wheeling, WV, on March 7, 2014. Daisy Braun to travel to Wheeling, WV, on March 12, 2014. Mike McBride to travel to Moundsville, WV, on March 14, 2014. Donna Steadman to travel to Wheeling, WV, on March 12, to Beallsville, OH, on March 17, and to Moundsville, WV, on March 6, 11, 18 & 25, 2014. Valarie Forst to travel to Freeport, OH, on March 17 and to Cadiz, OH, on March 28, 2014. Sue Hines to travel to Wheeling, WV, on March 12 & 13, 2014. Linda Wells to travel to Wheeling, WV, on March 12 & 28, 2014. All of the above are various Senior Center outings. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF REAPPOINTING ATTORNEY
MICHAEL J. SHAHEEN TO THE BELMONT-HARRISON
JUVENILE DISTRICT BOARD OF TRUSTEES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to reappoint Attorney Michael J. Shaheen to the Belmont-Harrison Juvenile District Board of Trustees for a five-year term effective March 31, 2014 through March 30, 2019, based upon the recommendation and approval of Judge Mark Costine, Belmont County Juvenile Court, pursuant to O.R.C. 2152.44.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING A ROADWAY USE AND
MAINTENANCE AGREEMENT FOR DRILLING PROJECTS
AND INFRASTRUCTURE WITH XTO ENERGY, INC./BAHMER SITE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with XTO Energy, Inc. for the use of 1.40 miles of Main Street/Ramsey Ridge Road (CR-5) and 3.17 miles of Mt. Victory Road (CR 56) for the purpose of ingress and egress from the Kaseta Well Pad.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR DRILLING 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 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and XTO Energy, Inc., whose address is

XTO Energy, Inc of 810 Houston Street, Fort Worth , TX 76102 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [**Kaseta Well Pad**], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [**Kaseta Well Pad**] (hereafter collectively referred to as "oil and gas development site") located in York Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.40 miles of Main Street/ Ramsey Ridge Road (CR-5) and 3.17 miles of Mt. Victory Rd. (CR-56) for the purpose of ingress to and egress from the [**Kaseta Well Pad**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**Kaseta Well Pad**] (hereinafter referred to collectively as "Drilling 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 Drilling Activity; and

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

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-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling 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 for the Drilling Activity, prior to the start of Drilling 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-5 Main Street/ Ramsey Ridge Road , to be utilized by Operator hereunder, is that exclusive portion beginning at SR-147 going south to intersection with CR-56 . It is understood and agreed that the Operator shall not utilize any of the remainder of CR-5 Main Street/ Ramsey Ridge Road for any of its Drilling Activities hereunder.

2. The portion of CR-56 Mt. Victory Rd., to be utilized by Operator hereunder, is that exclusive portion beginning at intersection with CR-5 going southeast to TR-616 Brunner Rd. wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-56 Mt. Victory Rd., for any of its Drilling 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 Drilling 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 Drilling 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 Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. 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 to 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 Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, 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 Drilling Activity on the designated Route, 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 Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of N/A & 00/100 DOLLARS (\$ N/A .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

ROADS TO BE UPGRADED BY OPERATOR DURING USE

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 preventative repair plan of the route is attached to the Agreement as an addendum.~~
- ~~c. The Operator has provided a sufficient bond or surety 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 limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
- 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 concerned 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 at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be 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, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be 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 Operator's use of the roads pursuant to this Agreement
- 12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
- 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 6, 2014.

Executed in duplicate on the dates set forth below.

Authority
 By: Matt Coffland /s/
 Commissioner/Trustee
 By: Mark A. Thomas /s/
 Commissioner/Trustee
 By: Ginny Favede /s/
 Commissioner/Trustee
 By: Fred F. Bennett /s/
 County Engineer
 Dated: 3-6-14
 Approved as to Form:
David K. Liberati /s/
 County Prosecutor

Operator
 By: Michael R. Johnson /s/
 Printed name: Michael R. Johnson
 Company Name: XTO Energy, Inc.
 Title: VP Operations Appalachia Division
 Dated: 2/24/14

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) 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 Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling 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 roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include - etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE OF \$86,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING VEHICLES FOR USE BY THE COUNTY ENGINEER.

ENTERED IN COMMISSIONERS' JOURNAL
NO. _____, PAGE NO. _____

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on March 6, 2014, at the commissioners meeting room, located at the Courthouse, St. Clairsville, Ohio, with the following members present:

Ginny Favede

Matt Coffland

Mark A. Thomas

Absent: _____

There was presented to the Board a Certificate As to Maximum Maturity of Bonds and Bond Anticipation Notes certified by the County Auditor.

Mr. Thomas moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF \$86,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING VEHICLES FOR USE BY THE COUNTY ENGINEER.

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring vehicles for use by the County Engineer (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is five (5) years, and of notes to be issued in anticipation thereof is ten (10) years; and

WHEREAS, notes heretofore issued in the amount of \$172,000 to finance part of the cost of the Project are about to mature and should be renewed in the amount of \$86,000; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from revenues to be received by the County Engineer and particularly, to the extent permitted by law, moneys to be distributed to the County pursuant to Chapter 5735 of the Ohio Revised Code, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$86,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately March 1, 2015, shall bear interest at the rate of approximately seven per cent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding five (5) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$86,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be dated the date of their issuance, (ii) mature not more than one (1) year from such date of issuance; (iii) bear interest at a rate per annum not exceeding seven percent (7%) per annum, which interest shall be payable at maturity, (iv) be issued in such numbers and denominations as may be requested by the purchaser, and (v) be payable as to both principal and interest in federal funds of the United States of America at the office of the County Auditor or a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "County Engineer Vehicle Bond Anticipation Notes, Second (2014) Renewal".

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. or one or more of its designees (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Notes pursuant to the provisions of the Purchase Agreement. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

The County hereby covenants to appropriate from the Revenues a sufficient amount to cover debt charges on and financing costs relating to the Notes as they become due. The Revenues to be applied to debt service on the Notes and the funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and shall be and hereby are irrevocably pledged for the payment of the interest on and principal of the Notes when and as the same fall due.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest

collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and not deemed already so designated. This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry, and (ii) physical Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Notes or principal and interest, and to effect transfers of Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

If so determined by the County Auditor in the Certificate of Award, all or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Notes: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Notes in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 12. That the law firm of Peck, Shaffer & Williams, a division of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 13. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 14. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 15. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 16. That this resolution shall take effect immediately upon its adoption.

Mr. Coffland seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Thomas Mr. Coffland Mrs. Favede

NAYS: _____

ADOPTED, this 6th day of March, 2014.

Kathy Marino /s/
Assistant Clerk
Board of County Commissioners
County of Belmont, Ohio

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE PARTICIPATION IN ODOT COOPERATIVE PURCHASING PROGRAM
RESOLUTION AUTHORIZING THE PARTICIPATION IN ODOT COOPERATIVE PURCHASING PROGRAM

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following:

RESOLUTION

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

NOW, THEREFORE, be it ordained by the Board of Belmont County Commissioners:

Section 1. That the Belmont County Engineer hereby request authority in the name of the Board of Belmont County Commissioners to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).

Section 2. That the Belmont County Engineer is hereby authorized to agree in the name of the Board of Belmont County Commissioners to be bound by all terms and conditions as the Director of Transportation prescribes.

Section 3. That the Belmont County Engineer is hereby authorized to agree in the name of the Board of Belmont County Commissioners to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the Belmont County Commissioners participates, for items it receives pursuant to the contract.

Section 4. That the Board of Belmont County Commissioners agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The Belmont County Commissioners agree to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the Belmont County Commissioners may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

In Witness Whereof, the following have executed this instrument this 6th day of March, 2014.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Coffland Yes
Mrs. Favede Yes

IN THE MATTER OF APPROVING QUOTE FROM ERB ELECTRIC FOR REPAIRS TO GALAXY CARD ACCESS SYSTEM/COURTHOUSE SECURITY

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the quote from ERB Electric in the amount of \$1,432.99 for repairs to the Galaxy Card Access System used by the Security Officers at the Belmont County Courthouse.

ERB Electric Company
500 Hall Street
Bridgeport, OH 43912

WV: (304) 233-0161
OH: (740) 633-5055
Fax: (740) 633-5127
WV Contractor's License WV0003498

February 7, 2014

RE: Card Access
Location: Belmont County Commissioners
101 West Main Street
St Clairsville, OH 43950

Quoted Price: **\$1,432.99** as per attached scope of work letter, plus tax if applicable

Terms: This quote is valid for thirty days, unless extended by ERB Electric Company.
The payment terms for this work will be net 10 days upon receipt of invoice after completion of the described work.

Acceptance: I agree to the terms described herein, and authorized ERB Electric Company to complete the work as specified.

Ginny Favede /s/ Mark A Thomas /s/ Matt Coffland /s/ **Date** 3-7-14

Authorized Customer Signature

Ginny Favede Mark A Thomas Matt Coffland **Print Name**

Jerry Janiszewski /s/ **Date** 2/7/14

Jerry Janiszewski

ERB Electric Company

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Coffland Yes
Mrs. Favede Yes

IN THE MATTER OF APPROVING THE QUOTE FROM H.E. NEUMANN TO INSTALL COMMERCIAL WATER SOFTENING SYSTEM/BELMONT CO. JAIL

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the quote from H. E. Neumann in the amount of \$25,322.00 to provide labor and materials to install one new Nelsen Corp. commercial water softening system at the Belmont County Jail.

H.E. Neumann

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
02/20/2014	24201	

IN THE MATTER OF APPROVING THE QUOTE FROM CUMMINS BRIDGEWAY, LLC FOR GENERATOR MAINTENANCE/EMA

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the quote from Cummins Bridgeway, LLC, in the amount of \$2,376.12 for fixed-site generator maintenance for a term of four (4) years for the Belmont County Emergency Management Agency.

**Cummins
Bridgeway**

Pittsburgh
3 Alpha Drive
Pittsburgh, PA 15238
Phone: (412) 820-8300

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Belmont Cty Emerg Op Ctr 68329 Bannock Rd St. Clairsville, OH 43950 Customer #: 301137 Payment Type: Prepaid	Name: Dave Ivan Phone: (740) 695-5984 Cell: Fax: Email: emergency.management@co.belmont.oh.us	Quote Date: 2/18/2014 Quote Expires 4/19/2014 Quote ID: QT-13329 Quoted By: Tom Schuetz Quote Term: 4 Year

Total Agreement Amount:* **2,376.12**

*Quote does not include applicable taxes

Comment:

Additional 4 years.

Total Agreement Amount Does Not Include Applicable Taxes. Please call (855) 879-6135 for invoice total prior to sending payment. Prepaid agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

Please return signed agreement to:

Cummins Bridgeway LLC
Attn: PEM Administration Group
21810 Clessie Court
New Hudson, MI 48165
Email: pm.service@cummins.com
Fax 248-573-1960

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-13329)

Cummins Bridgeway, LLC.

Signature: Ginny Favede/s/Mark A. Thomas/s/ Matt Coffland/s

Signature: _____

Date: 3-6-14

Date: _____

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Belmont Cty Emerg Op Ctr 68329 Bannock Rd St. Clairsville, OH 43950 Customer #: 301137 Payment Type: Prepaid	Name: Dave Ivan Phone: (740) 695-5984 Cell: Fax: Email: emergency.management@co.belmont.oh.us	Quote Date: 2/18/2014 Quote Expires 4/19/2014 Quote ID: QT-13329 Quoted By: Tom Schuetz Quote Term: 4 Year

Site Name: BELMONT CTY EMERG OP CTR
(68329 BANNOCK ROAD ST CLAIRSVILLE OH)

Unit Name:	80 KW	Month of	Service Type	Qty	Sell Price	Extended Price
Make:	Onan	Year 1 st Service				
Model:	DGCG	1	October	Full Service	1	\$581.04 \$581.04
S/N:	C060905618	2	October	Full Service	1	\$581.04 \$581.04
Size	80kW	3	October	Full Service	1	\$598.15 \$598.15
ATS Qty:	1	4	October	Full Service	1	\$615.89 \$615.89

Notes:

Total Agreement Amount:* **\$2376.12**

*Quote does not include applicable taxes

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

OPEN PUBLIC FORUM - Richard Hord asked for an update on the hiring of a permanent Director for the Department of Job & Family Services. Mr. Coffland said, "It should be done very soon; I think we said we'd do it in the first quarter, and I think we're still in it." Mr. Thomas stated, "I'm not going to be held to that time frame, with all due respect Mr. President." He noted it is on the agenda. Mrs. Favede said, "Lisa's doing a fabulous job, I mean she truly has. I think sometimes we discuss this position eliminating her as a factor in it and I've shared with my colleagues that I am at this point very comfortable in moving her from Interim to Permanent. I think she is going to have an announcement this week on something else that she's managed to take hold of and make Belmont County the beneficiary of. She's done a fine job; she really truly has, and with 28 years experience behind her under Job and Family Services, I think she would make a perfect executive director." She noted the board has had a hard time finding anyone who can fill the position.

Mike Bianconi made a suggestion on where he would like several county offices to move; namely Senior Services, the Election Board and the Title Office. The board had information the building in question was already under contract to be sold. Mr. Bianconi noted the high rent being paid by the Election Board and Title Office. Mr. Thomas reminded that when the Election Board moved to its current location the prior Board of Commissioners that he served on had discussions with them about long term, but they (the Election Board) under the Ohio Revised Code have a lot of say in what they do and where they are. They have the power of the pen under the law to issue a court order, ordering the

commission to do something, very similar to judges. Mrs. Favede said, "In the past five years we have had conversations with them and there is some willingness to relocate on their behalf. They just require very specific facilities. Part of that is storage, part of that is the loading facilities. We looked at two different locations and some renovations that would be required in order to undertake that. So I would say it's still on the table. They've not said no to it; they just want to be at the table when we do make that decision as to where and what the building actually is."

Mr. Thomas added, "Don't lose sight of this fact too that you've got the Senior Services money that's out there for Senior Services and I'm not sure you want to get into co-mingling agencies and levy monies for Senior Services. You may want to have them separate and distinct." He also noted the county has additional issues with regard to Western Division Court, the Prosecutor's Office and the needed repairs in that building, and the Public Defender's Office building on Newell Avenue. The board is looking into consolidating some of those agencies and possibly constructing a new building to house them in order to save money over the long term.

**9:30 Paul Prater, Community Affairs Manager, AEP Ohio & WV
Re: Transmission line relocation and installation of Holloway Station project**

Commissioner Coffland introduced Paul Prater along with Project Manager Troy Robb, from AEP. Paul advised a meeting was held with Commissioner Coffland, County Engineer Fred Bennett and Mead Township Trustee Ed Good, to announce a \$40 million project, that is substation and reliability related that will help strengthen the grid, not just here in Belmont County, but also in the Eastern part of Ohio. AEP is doing projects like this all over the state. He turned the presentation over the Troy Robb who stated the following: Two new stations are being built in the Shadyside area that will tie into existing lines. This will increase reliability and provide better service for the community. He showed pictures of a similar project. The project is on County Road 4 and it is called the Holloway Station Project, though it is not located in Holloway, Ohio. The property has been purchased and they have gotten permission to expedite the project. They are out cutting trees now. Mr. Coffland noted it is in the Bellaire School District. Mr. Prater advised it is a very rural location. They have meet with the County Engineer and will be working with him due to the large amount of trucks and heavy equipment on those roads. They will also be working with the Sheriff for control on the road since there will be some disruptions as it is a major construction project. The anticipated completion date is December, 2015. Mr. Coffland stated they will have to cross over two new county bridges. The transformer that will be brought in weighs about 600,000 lbs. empty.

Mr. Thomas asked for construction timeline, how many workers and if there was an expansion factor. Mr. Prager stated, the Burger Plant is being discontinued, noting that facility belongs to First Energy. A line that comes up from the Burger Plant will be tapped into which will strengthen that line plus will give AEP a tie going the other way. They are also in the process of re-conductoring the 345 line in the county. There will be other construction workers out in rural areas working on that project. Mr. Thomas said his question ties into prospective future development in that area, especially along the Ohio River. Mr. Prater said it may along the river, but not in this area. Mr. Robb said site work should begin in mid-May or by the end of May. There will be multiple crews working at various times coming on and off site. Mr. Prater noted this was a very good location to put this type of station. It is very rural and one of the few level spots they could get. Mr. Coffland concluded by thanking them for choosing Belmont County for this project.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:45 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland o enter executive session with Mark Esposito, BCSSD Director; Mike Kinter, HR Manager, and Andy Sutak, Belmont Co. Auditor, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of a public employee.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

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

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:31 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager and Jack Regis, Facilities Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the dismissal of a public employee.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:40 A.M.**

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

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:05 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, 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:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:07 A.M.

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

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

IN THE MATTER OF APPROVING THE HIRING OF JACKIE MARLING FOR THE POSITION OF INTERMITTENT NURSE/ BELMONT COUNTY JAIL

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Jackie Marling for the position of Intermittent Nurse at the Belmont County Jail, effective March 10, 2014, at a rate of \$12.98 per hour.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

BREAK

RECONVENED MONDAY, MARCH 10, 2014 AT 11:40 A.M. ALL COMMISSIONERS PRESENT.

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING AND SPECIAL MEETING OF JANUARY 2, 2014

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of December 11, Dec. 18, Dec. 23, and Dec. 30, 2013 and special meeting of January 2, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

Read, approved and signed this 12th day of March, 2014.

_____ COUNTY COMMISSIONERS

We, Matt Coffland and Kathy Marino, President and Assistant 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

_____ ASSISTANT CLERK