

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board.

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Probst, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Amy Busic	Reimburse travel expenses-Magistrate/General Fund	146.59
A-Crystal Springs	Water-Recorder/General Fund	44.49
A-Crystal Springs	Water-Treasurer/General Fund	86.46
A-Joe Atkinson	Investigator's Fees/General Fund	632.00
A-McGhee & Co.	Supplies-Clerk of Courts/General Fund	160.22
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	368.00
A-Spectra Associates, Inc.	Mylar page reinforcements-Recorder/General Fund	54.95
A-Staples	Supplies-Public Defender/General Fund	187.33
A-Westin Hotel	Hotel stay for Death Penalty Seminar-Public Defender/General Fund	239.00
C-Onesource Water	Water/Mediation Fund/Probate Court	79.95
N & K-Treasurer of State	Professional service/Bridge & Retaining Wall Const. & Engineer MVGT	4,791.78
P-American Electric Power	Services/WWS#3 Revenue Fund	50,760.71
P-American Electric Power	Services/BCSSD Funds	1,287.67
P-Sewer Bond Retirement Fund	Transfer out/SSD#2 Revenue Fund	19,163.35
P-Zep Manufacturing Co.	Supplies/BCSSD Funds	313.39
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	28.12
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Sam's Club	Food/Oakview Juvenile Residential Center	357.95
W-Matthew Bender & Co.	Books/Law Library Fund	371.05
Y-Health Plan PPO	November premium/Employer's Share Holding Account	364,615.51
Y-Martins Ferry, City of	Resurfacing various streets/County Motor Vehicle License Tax Fund	67,065.00

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for October 31, 2012 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$15,585.34
A-GENERAL/COMMON PLEAS	\$1,068.17
A-GENERAL/CORONER	\$2,240.06
A-GENERAL/JUVENILE COURT	\$1,204.05
A-GENERAL/SHERIFF	\$2,401.24
B-Dog Kennel	\$483.17
H-Job & Family, Public Assistance	\$408.73; \$13,230.71
H-Job & Family, WIA	\$96,624.42
K-Engineer MVGT	\$12,377.76; \$696.03
M-Juvenile Ct.-Placement II	\$168.00
M-Juvenile Ct.-Title IV-E Reimb.	\$202.52
P-Oakview Admn Bldg.	\$1,587.61
P-Old Sheriff's Residence	\$1,495.55
P-Sanitary Sewer District	\$446.28; \$354.05; \$1,188.78; \$1,478.53; \$4,920.60; \$255.09; \$460.20
S-Certificate of Title Admn. Fund	\$766.86
S-District Detention Home	\$4,943.52
S-Job & Family, Senior Programs	\$20,411.85
S-Juvenile Ct. Gen. Special Projects	\$178.93
S-Northern Ct. General Special Projects	\$619.86
S-Oakview Juvenile Residential Center	\$862.26
S-Sheriff Commissary	\$3,476.67
U-Sheriff Reserve	\$494.43

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0055-A004-B14.011 Contract Services	E-0055-A004-B06.000 Jail Maint. & Op.	\$ 10,000.00

THE ENGINEER'S MVGT FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
<u>MVGT Roads</u>	<u>MVGT Bridges & Culverts</u>	
E-2812-K000-K16.013 Cont. Projects	E-2813-K000-K30.013 Cont. Proj.	\$ 13,070.73
E-2813-K000-K27.012 Equipment	E-2813-K000-K30.013 Cont. Proj.	\$ 3,442.84
E-2813-K000-K29.011 Cont. Serv.	E-2813-K000-K30.013 Cont. Proj.	\$ 27,933.43

FOR THE VARIOUS BELMONT COUNTY SANITARY SEWER DISTRICT FUNDS

FROM	TO	AMOUNT
WWS #3	WWS #3	
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P17.002 Salaries	\$ 30,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P35.055 Medicare	\$ 700.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P31.000 Other Expenses	\$ 13,000.00
SSD #1	SSD #1	
E-3704-P051-P05.000 Materials	E-3704-P051-P15.000 Other Expense	\$ 900.00
SSD #2	SSD #2	
E-3705-P053-P01.002 Salaries	E-3705-P053-P15.000 Other Expense	\$ 7,000.00

EASTERN DIV. COURT-COMPUTER FUND S84

FROM	TO	AMOUNT
E-1570-S084-S08.012 Comp Exp. Equip.	E-1570-S084-S10.002 Salaries	\$ 5,920.00

TREASURER'S/DRETAC FUND W82

FROM	TO	AMOUNT
E-1410-W082-T10.000 Adver. & Printing	E-1410-W082-T07.006 Hospitalization	\$ 2,524.10

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated October 31, 2012, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **CDBG - \$128,327.00** paid into R-9702-T011-T01.501 CDBG – Grant FORMULA on Oct. 30, 2012. Draw No. 153, Grant #B-W-11-1AG-1 (Sewer Facility Improvements).

Neffs Sanitary Sewer Project/CDBG Revolving Loan Fund - \$200,000.00 transferred from the T12 Revolving Loan Fund to Transfers In (New Fund).

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING AUDITOR ANDREW SUTAK TO ESTABLISH NEW FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland authorizing Belmont County Auditor Andrew Sutak to establish a new fund for the following:

Neffs Sanitary Sewer Project/CDBG Revolving Loan Fund

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

JUVENILE COURT – Drug Court staff, including Dave Carter, Diane Elerick, Judge Costine, Joe Planey and John Markus to travel to Columbus, OH, on November 29, 2012, to attend the Ohio Specialized Dockets Practitioner Network Annual Conference.

Juvenile Court staff to travel to Wheeling, WV, on Nov. 19 & 20, 2012 to attend annual Conference on “Promoting Healthy Attachments.”

Chief Probation Officer Kelly Carter and Court Administrator Jennifer Shunk to travel to Cambridge, OH, on Dec. 10 & 17, 2012, to attend training at the East Ohio Regional Training Center. County vehicles will be used.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Marty Gould, Port Authority Board Chairman, Port Authority Board members and Port Authority Director Larry Merry were present to discuss communication concerns between the two boards. They asked for a date and time when all three Commissioners can meet with their entire board so in moving forward all are on the same page and headed in the right direction. Mr. Gould said November 29 at 8:00 a.m. is the next scheduled Port Authority Board Meeting and invited commissioners to attend. He said they will make accommodations on date and time if that is not convenient for Commissioners as they want all three to attend. Mr. Coffland cautioned about the Sunshine Law. Mr. Probst suggested the Port Authority come to the Commissioners meeting that day. Mr. Gould said they are not asking for any decisions, they just want to make sure they are on same path. Mr. Coffland suggested the Commissioners leave their meeting of November 28 open and meet with the Port Authority on November 29. Commissioners will check their schedules for a time.

IN THE MATTER OF BID OPENING FOR PROVIDING FULL SERVICE TECHNOLOGY SUPPORT AND MAINTENANCE

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for providing full service technology support and maintenance, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
DIGITAL DATA COMMUNICATIONS 15 S. 5 th Street Martins Ferry, OH 43935	X	\$ 144,000.00/YEAR

Present for the bid opening were Wes Monk of Digital Data Communications, Robert DeFrank of The Times-Leader and Al Molnar of The Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Coffland to accept all bids received for providing full service technology support and maintenance for the Board's review and recommendation.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM (continued) – Mike Bianconi wanted to stand corrected on a figure he gave last week on sales tax. He thinks he gave a wrong figure. He projects it will be \$1.5 million increase in sales tax this year. He wants it to go to roads, bridges and infrastructure. He also would like to see Senior Services stay where they are. From the reports he has heard and read, for the amount of money they are spending to get the job done, he wants it to stay under the direction of the Department of Job & Family Services. Clarence Briggs said Dwayne Pielech, Director of Job & Family Services, is in favor of them breaking away because he is contracting everything out. He said the seniors of Belmont County do not want their services contracted out. Mr. Coffland stated one of the biggest reasons services were changed to DJFS is for the government funding that could be secured by them that a private company could not receive. He noted Martins Ferry Fire Department has received \$217,000.00 through Medicaid transports. The Neffs Fire Department has received over \$80,000.00. When run by a private agency like before, management costs were over \$400,000.00. Mr. Coffland said we have it down to less than \$80,000.00 under Job & Family Services. Mr. Coffland continued by stating the program is running better than it ever has. He understands that Mr. Pielech may need some help. If he needs an Assistant Director to run the program, Mr. Coffland is all for it. He further felt the team that is put together with Vince Gianangeli, Brenna Rocchio, Lori O'Grady, Lori Bittingle, and Bob Roth should be congratulated. Mr. Coffland said he will not support privatizing it again.

Mr. Briggs wanted to know what the \$80,000.00 figure consists of. Mr. Coffland explained it consists of 6 or 7 managers, including Lori Bittingle fulltime, a director, fiscal manager, two fiscal people, an information officer, a HR Director and an overall assistant director and Brenna Rocchio. He said people work a percentage of their time that is charged back to Senior Service levy. Mr. Coffland said the following: Prior to the hiring of Eric Ayres and Jack Regis, the program ran perfectly smooth. There are some people upset over that which has caused a lot of pressure. He believes Eric Ayres draws \$8,000.00 out of the levy money to do the PR work and sell advertising. Mr. Briggs stated, "You're making the same mistake you made 16 months ago." Mr. Coffland asked, "What mistake was that." Mr. Briggs replied, "You didn't ask us what we wanted." "It was what you wanted." Mr. Coffland said he has been in every center and in 350 homes and everyone he talks to is happy. Mr. Briggs stated he is still waiting for monthly financial reports to be posted in every Senior Center. He has only seen one in 16 months. Mr. Coffland said he has spoken to Vince Gianangeli and requested that he start putting those reports on the wall. By the first of the year they will be in a monthly report.

Mr. Probst stopped the discussion in order to address a scheduled Subdivision Hearing. This discussion will resume after the hearing.

IN THE MATTER OF FINAL PLAT APPROVAL FOR HIDDEN SPRINGS SEVENTH ADDITION RICHLAND TOWNSHIP SEC 18, T-7, R-4

"Hearing Had-10:45 A.M."

Present for the hearing was Ruth Graham, Engineer's Drafting Technician, who advised this is another addition to Hidden Springs. She presented maps. There is Health Department approval for the septic. This does not involve any roads.

"FINAL PLAT APPROVAL"

O.R.C. 711.05

Motion made by Mr. Probst and to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Hidden Springs Seventh Addition, Richland Township, Sec. 18, T-7, R-4, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Coffland seconded the motion and upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM continued – Richard Hord said he hadn't seen ads promoting the Senior Program levy. He said with the controversy, people need to know where their money is going. Mr. Coffland advised the levy is a 1 mil renewal that will cost no more in taxes. It brings in \$1.2 million. He explained Senior Services have 3 levies that bring in a total of \$3.2 million. Cost of operations right now with no capital improvements came in a little over \$2.2 -\$2.4 million going into next year due to tremendous food and fuel costs. The delivery service has gone from 600 to over 800 people. Center membership has increased by over 100 people. Another director has been put on in Bethesda. Mr. Coffland said if the levy fails we could make it for awhile, but will be in deficit spending within a couple of years. There is a list of centers that need upgrades or new centers, vehicles need replaced constantly as the food delivery trucks run 5 days a week and each make over 90 stops a day, and that is rough on a vehicle. Mr. Coffland concluded by stating we need the levy to pass. We cannot spend levy money to promote a levy. Mr. Hord had several questions pertaining to possible changes in the Senior Program. Mr. Probst advised it was too soon to answer questions as only one meeting has been held regarding the same. He said a press release would be forthcoming. It is not that he doesn't want to answer questions, but he prefers a formal press release as he noted things were reported incorrectly last week.

BREAK

Commissioner Favede arrived at 11:00 a.m.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:03 A.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Mark Esposito, Director of Belmont Co Sanitary Sewer District, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:35 A.M.

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

Upon roll call the vote was as follows:

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

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

OPEN PUBLIC FORUM continued – A resident inquired about paving and striping of county roads. He asked if the board is allocating funds or looking for funding for infrastructure. Mr. Probst advised the board has started the process of appropriating \$120,000.00 for striping the roads. To do all the roads (centerlines only) is about \$240,000.00. We have been discussing after the first of the year appropriating some more monies so that all the county roads can be striped when the weather gets better. Years ago, depending on how the year ended up, in December the County Auditor would come over say they had excess dollars on what we estimated was going to come in this year. The Auditor may already have that anticipated and that is some of the money he has budgeted us for this year to run the departments. Until he meets his certification coming in, he is very conservative as are we. The extra money we used to have, we would put into the Department of Development and give some to Engineer Fred Bennett. It is carry-over money. We are not to that point yet. We do not know how the year is going to end. Hopefully we can get back to doing that, but after going through the recession to keep all departments running, we all know the roads need paved and fixed. There are other sources of funding coming in that we did not have before like the casino monies. We want to fix up the county infrastructure, whether that be roads, bridges, buildings, waterlines, sewer lines, all those types of things. Mr. Probst noted it costs \$100,000.00 per mile to pave a road today. Regarding the influx of heavy trucks that have come into the county, the resident expressed his concern that the bad infrastructure of the county would deter new businesses relocating here. Mrs. Favede explained Road Use Maintenance Agreements (RUMAs) are in place requiring the any damage done by a company be fixed by whoever caused said damages. She said we are going to have damage, but there is a document in place that has to be signed prior to having the ability to bring trucks into the county. The roads are to be returned to their original condition or better. Mrs. Favede said she does not know if there are any federal or state dollars for roads. She stressed Engineer Fred Bennett is still in charge of the roads and he is looking at some additional abilities come next year to bring in additional monies to take care of some of his issues. In the last year Belmont County has lost \$7 million in local government funds that the state is now keeping. Mr. Probst added that we used to get 3-4% on our investments and now it is below 1%. Mr. Coffland stated the board always carries a packet to Washington for road improvement projects asking for any stimulus or federal money. We are also working on host counties of oil and gas to receive severance tax and more than a county who has no oil and gas. Mike Bianconi asked how much of local government funds are spent or have been spent in the past on county roads and bridges. Mrs. Favede replied that we retain a very small amount of most of the local government funds. The majority of those monies is spent between townships, municipal governments, city, villages, libraries and the park districts.

11:50 A.M. - BREAK FOR BOARD TO ATTEND A RIBBON CUTTING.

12:55 P.M. – RECONVENED WITH ALL COMMISSIONERS PRESENT.

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of September 5 and September 12 , 2012.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO EXECUTE THE CORSA 2013-2014 RENEWAL APPLICATION

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize the President of the Board, Charles R. Probst, Jr., to execute the County Risk Sharing Authority (CORSA) 2013-2014 renewal application.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION DESIGNATING REPRESENTATIVE OF BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE FOR ISSUE II, ROUND 27 PROJECTS/ENGINEER'S

RESOLUTION

Resolution authorizing Commissioner Probst to represent the Belmont County Board of Commissioners on the County Sub-Committee for Issue II, Round 27, Projects.

Motion made by Mr. Coffland, seconded by Mrs. Favede to adopt the foregoing Resolution.

Upon roll call the vote was as follows:

Mr. Coffland	<u>Yes</u>
Mrs. Favede	<u>Yes</u>
Mr. Probst	<u>Yes</u>

IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE OF \$70,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING EQUIPMENT FOR USE BY THE COUNTY'S DEPARTMENT OF JOB & FAMILY SERVICES.

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 10:00 o'clock a.m., on October 31, 2012, at the commissioners meeting room, located at the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Probst, Mrs. Favede, Mr. Coffland.

Mr. Probst moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF \$70,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING EQUIPMENT FOR USE BY THE COUNTY'S DEPARTMENT OF JOB & FAMILY SERVICES.

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring equipment for use by the County's Department of Job & Family Services (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 \$100,000 to finance part of the cost of the Project are about to mature and should be renewed in the amount of \$70,000; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the revenues to be received by this County's Department of Job & Family Services and particularly, reimbursements to be received from the State of Ohio, 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 \$70,000 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 November 1, 2013, 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 \$70,000 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 "Equipment Bond Anticipation Notes, Fifth (2012) 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.

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 \$30,000,000. 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 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. Probst; Mr. Coffland; Mrs. Favede

NAYS:

ADOPTED, this 31st day of October, 2012.

Jayne Long /s/
Clerk
Board of County Commissioners
County of Belmont, Ohio

IN THE MATTER OF RESOLUTION AUTHORIZING THE TRANSFER AND APPROPRIATION OF REVOLVING LOAN FUNDS TO THE NEFFS SANITARY SEWER PROJECT

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

Resolution

WHEREAS, the Belmont County Board of Commissioners has received approval from the Ohio Department of Development, Office of Housing and Community Partnerships, as part of the CDBG Water and Sanitary Sewer Grant Program (Grant No. B-W-11-1AG-1, dated September 1, 2011), to use the Revolving Loan Fund Program to complete the Neffs Sanitary Sewer Project in Belmont County; and

WHEREAS, the Belmont County Board of Commissioners desires to transfer Two Hundred Thousand Dollars (\$200,000.00) of the Revolving Loan Fund to assist with the completion of said project; and

WHEREAS, Belmont County must abide by all Federal and State regulations of the Community Development Block Grant (CDBG) Program;

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Board of Commissioners does hereby authorize the transfer and appropriation of Two Hundred Thousand dollars (\$200,000.00) in the Revolving Loan Fund Program to the Belmont County Neffs Sanitary Sewer Project in Belmont County.

Adopted October 31, 2012

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/VILLAGE OF POWHATAN POINT

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Village of Powhatan Point's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$22,387.00, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following: South End Route 7 Pipe Project, Birch St. to south end of Village limits.

The estimated cost is \$ 62,887.00 of which \$22,387.00 will be from the vehicle license tax fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING LETTER TO OHIO DEPT. OF ADMINISTRATIVE SERVICES NOTIFYING OF BELMONT CO.'S INTENT TO TERMINATE THE MEMORANDUM OF AGREEMENT FOR OHIO'S LOCATION-BASED RESPONSE SYSTEM (LBRS)

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign letter to the Ohio Dept. of Administrative Services notifying them of Belmont County's intent to terminate the **Memorandum of Agreement for Ohio's Location-Based Response System (LBRS)** dated December 22, 2010, based upon the recommendation of Don Pickenpaugh, GIS Director.

Note: The State has never approved their portion of the funds for this project. \$50,000 was to come from Ohio Geographically Referenced Information Program (OGRIP), \$190,000 from State GRANTS program and \$60,000 from Local funds.

October 31, 2012

State of Ohio
Department of Administrative Services
Office of Information Technology
Ohio Geographically Referenced
Information Program Office
77 South High Street
Riffe Center, 19th Floor
Columbus, OH 43215

RE: Notice of Termination of Memorandum of Agreement for Ohio's Location-Based Response System (LBRS)

To Whom It May Concern:

Attached is a copy of a Memorandum of Agreement for Ohio's Location-Based Response System (LBRS) dated December 22, 2010 signed by various officers and elected officials of Belmont County, Ohio. The Memorandum was signed so that the County could participate in the State's LBRS project with the understanding that a \$50,000.00 grant would be forthcoming from OGRIP and \$190,000.00 from the State GRANTS program. Belmont County was prepared to invest \$60,000.00 in local funds.

The State Controlling Board has never approved the funds for this project. In the twenty-one (21) months since this Agreement was signed, the County has been forced to expend funds elsewhere and with continued budget cuts, is not able to secure local funding for this project. Therefore, please accept this as Belmont County's intent to terminate this Memorandum of Agreement. Pursuant to Section I(C)(1) of the Memorandum of Agreements, the Memorandum only becomes effective on the date it is fully executed by both parties. Since the Memorandum has never been signed by the State of Ohio, Department of Administrative Services, the Memorandum has never become effective. In addition, the same Section provides that the Agreement only remains in effect until such time as either party wishes to terminate it. Therefore, Belmont County has the right to terminate the Memorandum of Agreement.

Should you have any questions whatsoever, please feel free to contact us. We would appreciate receiving some acknowledgement from you that you have received this Notice of Intent to Terminate and understand that this Memorandum of Agreement as it relates to Belmont County has been terminated.

RESPECTFULLY SUBMITTED

Belmont County Engineer

Belmont County Commissioners

By: Fred F. Bennett /s/
Fred F. Bennett

By: Charles R. Probst, Jr. /s/
Charles R. Probst, Jr., Commissioner

By: Ginny Favede /s/
Ginny Favede, Commissioner

Belmont County Auditor

By: Andrew L. Sutak /s/
Andrew L. Sutak

By: Matt Coffland /s/
Matt Coffland, Commissioner

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING GENERAL WARRANTY DEED FOR THE TRANSFER OF LOT #12/ FOX COMMERCE PARK

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the General Warranty Deed for the transfer of Lot #12 situated in the Fox Commerce Park from the County of Belmont, by and through the Belmont County Commissioners, to the Belmont County Community Improvement Corporation.

Note: This is for an expansion for Extreme Contracting.

GENERAL WARRANTY DEED

THE COUNTY OF BELMONT, a political subdivision of the State of Ohio, by and through the Belmont County Commissioners, the Grantor, for valuable consideration paid, grants, with covenants of general warranty, to **THE BELMONT COUNTY COMMUNITY IMPROVEMENT CORPORATON**, a non-profit corporation, the Grantee, whose tax mailing address is 117 East Main Street, St. Clairsville, Ohio 43950, the following described real property:

Situated in the County of Belmont, State of Ohio, Richland Township, Section 32 and 33, Township 7, Range 4 and being identified as Lot 12 of the Belmont County Fox Commerce Park of record in Cabinet E, Slide 318 of the Records of Plats of Belmont County, Ohio.

Parcel No 33-00032.007

Subject to the restrictive covenants for Belmont County Fox Commerce Park which are set forth more specifically on the Plat of record in Cabinet E, Slide 318 of the Records of Plats of Belmont County, Ohio.

Also excepting and reserving all conveyances, restrictions, exceptions, reservations and easements, including coal and/or other minerals heretofore sold and conveyed, or of record.

Being a part of the same premises conveyed to the County of Belmont, Ohio by Warranty Deed of record in Volume 752, Page 356, of the Records of Deeds of Belmont County, Ohio.

SUBJECT TO AND EXCEPTING taxes and assessments for the year 2012 and thereafter which taxes and assessments the Grantee assumes and agrees to pay as a part of the consideration for this conveyance.

*
*
*

Executed this 31st day of October, 2012.

THE COUNTY OF BELMONT, OHIO

By: Ginny Favede /s/
Ginny Favede

By: Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.

By: Matt Coffland /s/
Matt Coffland

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN 2012

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN 2012

Commissioner Probst moved the adoption of the following resolution:

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW THEREFORE BE IT RESOLVED that Commissioner Ginny Favede is designated as the Official Voting Representative of Belmont County.

BE IT FURTHER RESOLVED that Commissioner Matt Coffland is designated as the Alternate Voting Representative of Belmont County.

The motion was seconded by Commissioner Coffland.

Upon roll call the vote was as follows:

Commissioner Probst	<u>Yes</u>
Commissioner Coffland	<u>Yes</u>
Commissioner Favede	<u>Yes</u>

DISCUSSION HELD RE: RUMA’S – Mr. Probst said ODOT’s RUMA stands as it is written. Our prevailing wage rate resolution we want to stand separate is now going to be attached or inside as language in the body of the agreement. He then said we need to look at Coshocton’s RUMA to see if we are going to consider that. Mrs. Favede said this is what she is checking. This is not done; it is a continuous process with the RUMA. Mr. Probst said he asked our Engineer, “Why is everybody going to their own and not using ODOT’s?” They can’t give him an answer. This is just putting our prevailing wage rate in it. Mr. Probst said he wants a watchdog over the contractors and Mr. Bennett understood why.

IN THE MATTER OF APPROVING AND SIGNING THE AMENDMENT TO THE VENDOR AGREEMENT BETWEEN BCDJFS AND BARNESVILLE TAXI

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the Amendment to the Vendor Agreement between Belmont County Department of Job & Family Services and Barnesville Taxi to increase the maximum amount of the agreement from \$80,000.00 to \$130,000.00 due to increases in usage.

Note: This is a Title XIX contract used to transport Medicaid recipients to various medical facilities and offices.

AMENDMENT TO VENDOR AGREEMENT WITH BARNESVILLE TAXI

The parties agree to increase the maximum amount of the agreement from \$80,000.00 to \$130,000.00, the additional \$50,000.00 is due to increases in usage. This amendment will take effect September 1, 2012 – December 31, 2012. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

<u>Dwayne Pielech /s/</u>	<u>11-1-12</u>
Dwayne Pielech, Director	Date
<u>Aaron Wildman /s/</u>	<u>11/1/12</u>
Aaron Wildman	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>10/31/12</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>10/31/12</u>
Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	<u>10/31/12</u>
Belmont County Commissioner	Date
Approved As To Form:	
<u>David K. Liberati /s/</u>	<u>10-31-12</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTING ATTORNEY JEFF STANKUNAS TO ASSIST AND ADVISE THE SHERIFF AND BOARD OF COMMISSIONERS ON A PERSONNEL MATTER

Motion made by Mr. Probst, seconded by Mr. Coffland to appoint Attorney Jeff Stankunas pursuant to Sheriff Thompson’s request to assist and advise the Sheriff and Board of Commissioners on a personnel matter; Mr. Stankunas is to be paid from Sheriff’s department funds.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTING CHIEF MICHAEL P. KOVALYK TO THE BELMONT CO. 911 BOARD

Motion made by Mr. Probst, seconded by Mr. Coffland to appoint Chief Michael P. Kovalyk to the Belmont County 911 Board as a Belmont County Law Enforcement representative, effective immediately through December 31, 2014, to fill the unexpired term of the late Chief Tim Zdanski.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION THAT ADOPTED AN ADDENDUM TO THE RUMA AND IN ITS PLACE ADOPT A REVISED BELMONT CO. ROADWAY USE MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

Motion made by Mr. Probst, seconded by Mr. Coffland to rescind the motion of October 24, 2012 that adopted an **Addendum to the Roadway Use Maintenance Agreement** and in its place, adopt the following **revised Belmont County Roadway Use Maintenance Agreement For Drilling Projects and Infrastructure** to address prevailing wage compliance and reporting.

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 _____, whose address is _____

(Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within _____ Township, 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 [DEVELOPMENT SITE NAME], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [DEVELOPMENT SITE NAME] (hereafter collectively referred to as “oil and gas development site”) located in _____ Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of _____ miles of CR/TR (_____) and _____ miles of CR/TR (_____) for the purpose of ingress to and egress from the [DEVELOPMENT SITE NAME], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [DEVELOPMENT SITE NAME] (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, 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 _____, to be utilized by Operator hereunder, is that exclusive portion beginning at _____ (*route description here ending at the intersection of CR/TR*) _____. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (_____) for any of its Drilling Activities hereunder.
2. The portion of CR/TR (_____), to be utilized by Operator hereunder, is that exclusive portion beginning at _____ (*the intersection of CR/TR ending at the oil and gas development site*) _____ 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/TR (_____) 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, 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 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 _____ & 00/100 DOLLARS (\$ _____ .00) per mile. 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 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 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, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including 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 Drilling Activity whatsoever.
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 _____, 201_____.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: _____
Commissioner/Trustee

By: _____

By: _____
Commissioner/Trustee

Printed name: _____

By: _____
Commissioner/Trustee

Company Name: _____

By: _____
County Engineer

Title: _____

Dated: _____

Dated: _____

Approved as to Form:

County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 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 said 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 Drilling Activities.
- 6) 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.
- 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 compliance.

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. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

DISCUSSION HELD RE: RUMA'S – Mr. Probst questioned if the above motion pertains only to drilling companies. He said this could be coal companies, tree loggers; this could be anything using our roads and they are going to come back and repair. For example: logging companies have to come back and pay prevailing rate. Mr. Probst said he rescinds his motion as it is just for oil and gas. He said we want to address everything. The board took a break to consult with Engineer Fred Bennett. Mr. Bennett advised that RUMA's are just for oil and gas. They have tried to get others to sign, but they were only written for any oil and gas company who does horizontal drilling, not even vertical drilling. Mr. Probst asked if we were thinking about a RUMA to address logging companies and coal companies. Mr. Bennett said we can try to get them to sign one, but there is no authority in the law that makes them have to sign one. They don't normally have oversized loads as their loads are supposed to be legal. The original RUMA was written just for oil and gas/horizontal drilling. The board decided to stay with the above motion and go forward to try to address the other issues.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting.

Upon roll call the vote was as follows:

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

Read, approved and signed this 7th day of November, 2012.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

_____ PRESIDENT

_____ CLERK