

St. Clairsville, Ohio

July 3, 2007

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board. Minutes of the meeting of June 27, 2007, were read, approved and signed.

Note: Commissioner Gordie W. Longshaw retired from his position as county commissioner effective Friday, June 29, 2007. This action was necessary in order for him to retire and collect benefits from S.T.R.S. (State Teachers Retirement System). The Democratic Central Committee will meet on Tuesday, July 10, 2007 to consider his reappointment.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING TAPE 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. Probst, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-Amy Basic	Reimburse Travel Expenses/General Fund	111.13
A T & T	Misc. Phone Services, General Fund	6,024.54
Cardmember Services, Elan	Travel Expenses,Mark Thomas/General Fund	898.22
Chevron	Gasoline/General Fund	1,293.57
Cingular Wireless	Misc.Cell Phone Services/General Fund	1,365.92
Dell Marketing	Computer,FEMA Mitigation/General Fund	1,708.85
Employer Compliance Service	Updated Fed & State Poster/General Fund	62.95
Kuester Implements	Maintenance Repairs/General Fund	268.38
Kuester Implements	Jail Maintenance Repairs/General Fund	266.71
McGhee and Company	Furniture. FEMA Mitigation/General Fund	618.90
Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	696.00
Randy Marple	Reimburse Expenses/General Fund	468.20
C-Crystal Springs	Indigent Guardianship Fund/ Probate Court	109.17
M-Scientific Testing Lab	Drug Testings/ Juvenile Court	7.00
N-Marshall J. Piccin	Service,Project Manager/ Jail Construction	1,126.40
N-Cattran Electric	Electric runs for courtroom & jail video arraignment equipment, Common Pleas Court/Capital Projects	4,091.02
N-Cattran Electric	Additional electric work for courtroom project, Common Pleas/Capital Projects	784.18
P-Bd, of Trustees of Public Affairs	May expenses, WW #1	34,409.81
S-A T & T	Phone Service,Certificate of Title/ Clerk of Courts	71.28
S-Jessie Camden	Restitution/Juvenile Court	817.53
S-Scheehle Produce, Inc.	Food Services Expenses/District Detention Home	1,053.05
W-Delinquent Collectors of Ohio, Inc.	Contract Services/Treasurers DRETAC	3,518.70
Y-Health Assurance – HMO	July Insurance Premium	57,330.84
Y-Health Assurance – PPO	July Insurance Premium	146,903.19
Y-Health Plan	July Insurance Premium	151,160.94

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for July 3, 2007 as follow:

FUND	AMOUNT
A-GENERAL	1,021.21; 16,073.79; 192.33; 401.61; 14,013.50
A-SHERIFF, GENERAL	15,493.52;
B-DOG AND KENNEL	741.96
H-PA, JOB & FAMILY	112,181.27; 1,944.00; 2,576.91;
H-PARK HEALTH	2,663.94; 17,727.39
H-WORKFORCE INVESTMENT; J & F	5,811.55
K-ENGINEER MVGT	90,957.44; 818.67
P-OAKVIEW ADMINISTRATION	4,661.43
S-CHILDRENS SERVICES, JOB & FAMILY	3,523.84; 20,596.13
S-CHILD SUPPORT, JOB & FAMILY	1,382.82
S-OAKVIEW JUVENILE RESIDENTIAL	6,528.69
S-PORT AUTHORITY	5,008.02
S-SHERIFF	1,090.00; 111.06; 1,624.00
S-DISTRICT DETENTION HOME	4,500.74; 1,315.14
S-WESTERN COURT COMPUTER FUND	620.38

Upon roll call the vote was as follows:

Mr. Thomas Yes
 Mr. Probst Yes

IN THE MATTER OF TRANSFER WITHIN FUND
FOR THE BCDJFS/PUBLIC ASSISTANCE FUND H00

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer within fund for the BCDJFS/PA Fund H00.

FROM	TO	AMOUNT
E-2510-H000-H01.002 Salaries	E-2510-H000-H07.00 Purchase of Ser.	400,000.00

Upon roll call the vote was as follows:

Mr. Thomas Yes
 Mr. Probst Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BELMONT COUNTY ENGINEER'S MVGT FUND K00

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer within fund for the Engineer's MVGT Fund K00.

FROM	TO	AMOUNT
E-2813-K000-K27.012 Equip. Br.	E-2812-K000-K13.012 Equip. Rd.	\$27,664.18

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING TRANSFER WITHIN FUND FOR THE SUPREME COURT FAMILY DRUG COURT FUND

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer within fund for the Supreme Court Family Drug Court Fund.

E-0400-M077-M01.002 Salaries	E-0400-M077-M02.008 Fr. Benefits	\$154.74
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
WWS #2		
E-3701-P003-P31.000 OE Oper.	E-3701-P003-P33.007 Unempl.	\$400.00
WWS #3		
E-3702-P005-P31.000 OE Oper.	E-3702-P005-P32.007 Unempl.	800.00
SSD #1		
E-3704-P051-P07.011 Services	E-3704-P051-P17.007 Unempl.	200.00
SSD #2		
E-3705-P053-P15.000 OE Oper.	E-3705-P053-P17.007 Unempl.	100.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE OAKVIEW JUVENILE RESIDENTIAL CENTER DISTRICT FUND-S30

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfers within fund for the Oakview Juvenile Residential Center District Fund-S30.

FROM	TO	AMOUNT
E-8010-S030-S51.002 Salaries	E-8010-S030-S60.000 Maint.	\$500.00
E-8010-S030-S52.011 Contract Service	E-8010-S030-S60.000 Maint.	1,600.00
E-8010-S030-S53.000 Medical	E-8010-S030-S60.000 Maint.	1,200.00
E-8010-S030-S55.010 Supply	E-8010-S030-S68.006 Ins.	2,500.00
E-8010-S030-S57.000 Travel	E-8010-S030-S60.000 Maint.	463.00
E-8030-S030-S71.000 Ed/Rec.	E-8010-S030-S60.000 Maint.	375.00
E-8010-S030-S52.011 Contract Service	E-8010-S030-S60.000 Maint.	500.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE SSD #3 FORCE MAIN EXT. CONSTRUCTION FUND N18

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 6, 2007.

E-9018-N018-N07.000	ISSUANCE FEES	3621.29
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE WWS #3 2000 WATERLINE EXT. CONSTRUCTION FUND N19

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 6, 2007.

E-9019-N019-N07.000	ISSUANCE FEES	741.71
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

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

Motion made by Mr. Probst, seconded by Mr. Thomas to execute payment of Then and Now Certification dated June 27, 2007, 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. Thomas	Yes

10:30 Agenda Item: Eva Lunder, Director and Jason Stanford, Assistant Director, Belmont County Department of Development/CIC
Re: Fox Commerce Park

Present from the Department of Development were Eva Lunder and Jason Stanford along with Board member and legal counsel, Attorney Richard Myser. Eva introduced Lisa Kazmirski, owner of "Tomorrow's Corner", as the newest tenant at Fox Commerce Park. Ms. Lunder said eventually this business will create 55 new fulltime jobs. She said as soon as the building is complete there will be 21 fulltime jobs, with a pay range of \$7.50 per hour for nurse's aides up to \$22.00 per hour for professional services such as registered nurses. Hi-tech equipment will be utilized at this facility.

Commissioner Thomas thanked Ms. Lunder for her comments and continued efforts regarding the development of Fox Commerce Park. He also thanked Ms. Kazmirski for her patience, perseverance and commitment to Belmont County. Commissioner Probst noted, "This is a perfect way that Eva, Jason and the CIC Board continue to diversify the park."

DISCUSSION HELD - Commissioner Thomas asked to revisit the grant that has been received by the Commissioners on behalf of the Park District for the Carnes Center. He welcomed former Senator James Carnes to today's meeting. Commissioner Thomas remarked that he had contacted Mr. Carnes for his assistance in preparing a request to the Taft administration regarding securing monies for the Carnes Center. With Mr. Carnes' guidance and his relaying necessary information to the Board, they were able to secure \$200,000.00 that will go towards completion of the Carnes Center. Commissioner Thomas credited Mr. Carnes with being instrumental in receiving said grant. Mr. Carnes in turn gave thanks to the Board for their help and gave credit to former Senator Charlie Wilson for his part and cooperation in securing the same. Commissioner Thomas made note of the fact that Mr. Carnes and Mr. Wilson, who are representatives of different political parties, have worked well together for the common good of the county. Commissioner Probst remarked upon the team effort between the Park District, Fairboard, Tourism Council, Mr. Carnes and the Board of Commissioners. The Center is continually being utilized for a variety of events.

OPEN PUBLIC FORUM – Pultney Township Trustee Frank Shaffer thanked the Board for their speedy efforts last week in getting a creek cleaned out.

Richard Hord, of the Martins Ferry Hall of Honor Committee, proposed that a Hall of Fame for Belmont County residents be considered. Commissioner Thomas stated he was unsure if something of this nature should be done through a public or private entity, as he is not sure if a government agency should be involved. Commissioner Thomas said this can be discussed in further detail at a later date.

Mr. Hord also asked of the status of the former jail and Sheriff's residence. Commissioner Thomas informed him progress was going well. He said about six weeks ago he met with representatives from ODOT to outline the necessary steps over the next 18 months to get to the rehabilitation of the jail. Commissioner Thomas is in the process of finalizing a Request For Proposals from engineers and architects that will be sent to ODOT for their approval. The funding remains secure. "It is a long and arduous process," stated Mr. Thomas and noting that the building is located within the National Historic District. Commissioner Thomas advised, "It is not the type of project that gets done quickly."

Mr. Hord requested the status of the proposed Building Department for Belmont County. Commissioner Thomas noted that at this time the Board is continuing to take comments from residents. To date they have heard both pros and cons regarding this idea, with most of the persons contacting the Board being in favor of the same. Commissioner Thomas explained this was just a proposal to get some feedback. It was noted that it would probably cost the county a quarter of a million dollars to set up and at this point the budget does not allow that. He stressed this would be only for approval of commercial building projects and **NOT** residential.

Lastly, Mr. Hord asked if the hiring of a grant writer for Belmont County is being considered. Commissioner Thomas advised that this idea is on the Commissioners' wish list and budget constraints prohibit the same.

Mr. Jagucki questioned the involvement of ODOT with the old jail. Commissioner Thomas explained a "Transportation Enhancement Grant" through ODOT was received. Because the old jail is located on National Road, a National Scenic Byway, it affords the county the opportunity to apply for a "Transportation Enhancement Grant" for tourism related activities along National Road. A condition of the grant is that some part of the building has to do with tourism. The intent behind the Sheriff's residence is to create a Tourism Office. That will satisfy the requirements of the grant, permitting use of the rest of the building and jail for county related offices, said Thomas.

IN THE MATTER OF RESCHEDULING REGULAR MEETING OF THE BOARD OF BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Thomas, seconded by Mr. Probst to reschedule the regular meeting of the Board of Belmont County Commissioners from Wednesday, July 18, 2007 to Thursday, July 19, 2007 at 10:00 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**Note: Meeting change was made to accommodate Board's traveling schedule. They will be in Washington, DC, meeting with Senator Sherrod Brown and Senator George Voinovich to discuss several projects and problems facing Belmont County.*

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the Village of Shadyside'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 \$35,438.10, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

Central Ave (West 38 th to West)	Florence (West 38 th to West 39 th)
West 44 th (Madison to Monroe)	Monroe (West 41 st to West 40 th)

Note: The estimated cost will be \$35,960.00 of which \$35,438.10 is from the vehicle license tax fund.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: June 13, 2007.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING INTO OHIO PUBLIC WORKS
COMMISSION PROJECT GRANT AGREEMENT WITH STATE
OF OHIO FOR EMERGENCY REPAIR PROJECT/ENGINEER**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the Ohio Public Works Commission Project Grant Agreement with the State of Ohio in the amount of \$192,011.00 for the project entitled **Emergency Repair Project, OPWC Project Control Number CR18K**, on behalf of the Belmont Count Engineer.

**OHIO PUBLIC WORKS COMMISSION
PROJECT AGREEMENT**

OHIO LOCAL TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this 1st day of July, 2007 by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and Belmont County, Belmont County (hereinafter referred to as the "Recipient"), located at 101 West Main Street, St. Clairsville, Ohio 43950-, in respect of the project named Emergency Repair Project, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed One Hundred Ninety Two Thousand, Eleven Dollars (\$192,011) for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **013-00013**

OPWC Project Control No. **CR18K**

WHEREAS, the Local Transportation Improvement Fund created under Section 164.14 of the Revised Code is to benefit local subdivisions (as hereinafter defined) for the construction, reconstruction, improvement, or planning of transportation infrastructure (as hereinafter defined);

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with one or more Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, pursuant to Section 164.14 of the Revised Code, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Divisions C and E of Section 164.14 of the Revised Code;

WHEREAS, Sections 164.14 of the Revised Code permits a grant of funds for such a Capital Improvement Project to be expended or provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, planning, or equipping of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement;

WHEREAS, the Project described in Appendix A of this agreement has been duly recommended to the Director pursuant to Section 164.14 of the Revised Code by the District Public Works Integrating Committee of the Recipient;

WHEREAS, the Director desires to approve the Recipient's request for a grant of financial assistance to finance certain costs of the Project, such moneys being allocated out of the State and Local Government Highway Distribution Fund to the Local Transportation Improvement Fund in the State Treasury;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION 1. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent.

"Act" means Chapter 164 of the Revised Code, enacted and amended thereunder, together with Chapter 164-1 of the Ohio Administrative Code (the "Administrative Code").

"Business Day" means a day of the year on which banks located in Columbus, Ohio and New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities of Local Subdivisions, including real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the Chief Executive Officer of the Recipient and as designated pursuant to Section 6 hereof or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the Chief Fiscal Officer of the Recipient and as designated pursuant to Section 6 hereof or authorized designee as per written notification to the Director.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the acquisition, construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects, and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees created pursuant to Section 164.04 of the Revised Code, the Executive Committees created pursuant to Section 164.04 of the Revised Code, and the Small Government Subcommittees created pursuant to Section 164.14 of the Revised Code.

"Fund" means the Local Transportation Improvement Fund created pursuant to Section 164.14 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; the board of township trustees if a township.

"Local Subdivision" means any county, municipal corporation, township of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual costs that will be contributed by the Recipient. Both of these percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project and as designated pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds disbursed to the Recipient, as part of a loan or grant made to the Recipient pursuant to Revised Code Section 164.05, as reimbursement to the Recipient for costs integral to the completion of the Project that were incurred and paid by it and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the state of Ohio.

"Transportation Infrastructure" means any highways, roads, streets, or bridges and the necessary safety appurtenances thereto constructed, reconstructed, expanded, or engineered on authority of funds allocated pursuant to Section 164.14 of the Revised Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Revised Code shall include such

section, provision or chapter as from time to time may have been duly amended, modified, supplemented or superceded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms refer to this Agreement and the term "hereafter" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION 2. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the Grantor hereby grants to the Recipient moneys from the Fund not to exceed the amount as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the Grantor under this Agreement for the completion of the Project described in Appendix A of this Agreement.

SECTION 3. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project described in Appendix A of this Agreement.

SECTION 4. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION 5. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2 for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION 6. Disbursements. All payments made by the Grantor shall be made directly to the Contractor that performed the work and originated the invoice, unless the Grantor expressly authorizes Recipient use the reimbursement method specified in Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code.

(a) Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager as set forth in Appendix B of this Agreement.

(b) Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding said certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section 6(b). The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Ratio as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and complete, initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Auditor of State drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it, by regular, first class, United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

- (1) If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- (2) If the request is for disbursement to the Recipient pursuant to Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative code, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- (3) The Project Manager's certification pursuant to this Section 6(b) of this Agreement;
- (4) The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
- (5) Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

In the event that any money is disbursed to the Recipient pursuant to this Section 6(b) of this Agreement to pay a portion of an invoice submitted by a Contractor, the Recipient shall expend such money to pay such Contractor for costs of the Project within twenty-four (24) hours after receipt thereof.

The Recipient represents that the Project was initially purchased, constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

(c) Disbursement Submittal Deadlines. The Recipient shall submit no more than one Disbursement Request per calendar month.

(d) Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, or redeem or otherwise pay debt service on all or any part of any governmental obligations.

(e) Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, such changes must be approved through the execution of a formal Amendment to this Agreement.

(f) Excess Moneys. In the event that the Recipient determines that it will no longer require all or any portion of the moneys provided pursuant to Section 2 hereof for authorized Project purposes, such as acceptable construction bids being received in dollar amounts significantly below project budget-related cost estimates, the Recipient shall mail, by first-class mail postage prepaid, a written notice to the Director. Such notice shall state (1) that the Recipient does not intend to use certain moneys made available to it pursuant to Section 2 hereof for authorized Project purposes and (2) the amount of such moneys no longer required. Upon receipt of such notice, the moneys specified therein shall no longer be available to pay costs relating to the Project.

(g) Project Cost Overruns. In the event that the Recipient determines that the moneys provided pursuant to Section 2 hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, Recipient may, with the approval of its District Public Works Integrating Committee, apply to the Director for supplemental assistance. The Director may approve or recommend such supplemental assistance only if the Recipient demonstrates to the Director's satisfaction that such funding is necessary for the completion of the Project and that the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application.

(h) Project Completion Report. By executing the Project Completion Report section provided in Appendix E, page 2 of the Agreement, the subdivision certifies that the Project is completed, and that the subdivision will submit no additional invoices. When executed, this section represents the complete understandings between the OPWC and the subdivision as to the status of the Project. No other agreements, negotiations, conversations, or any other communications of any form may be submitted as evidence of the Status of the Project. The OPWC will not accept or receive disbursement requests subsequent to the subdivision's execution of the Project Completion Report.

SECTION 7. Retainage. Except as provided in the second sentence of this Section 7, Recipient shall comply in all respects with the requirements of Sections 153.12, 153.14, and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to Recipient, which require the holding of certain amount from payments to be made to Contractors and the deposit of such amounts into an escrow amount established pursuant to Section 153.63 of the Revised Code. Upon written notification to and approval of the Director, Recipient may use its legally applicable construction contract requirements for the project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Section 153.12, 153.13, 153.14, and 1536.63 of the Revised Code.

SECTION 8. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

(a) Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement, a description of the manner or mechanisms of providing its local share of Project funds.

(b) Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 9. Representations, Warranties and Covenants of Recipient. The Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

(a) Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;

(b) Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized and deliver this Agreement;

(c) This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in the event of bankruptcy and the application of general principles of equity;

(d) Recipient has complied with all procedure, prerequisites, and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code; excluding Chapter 164-1-32;

(e) Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;

(f) Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section 2 hereof:

(i) The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Act;

(ii) All of the Project is owned, or will be owned, by the Recipient or another eligible local subdivision.

(g) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;

(h) Ohio Products. The Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use, Ohio products, materials, services and labor in connection with the Project;

(i) Equal Employment Opportunity. Recipient shall require that all contractors and subcontractors working on the Project comply with the equal employment opportunity requirements for the utilization of minorities and females pursuant to Chapter 123 of the Administrative Code, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9;

(j) Prevailing Wage. Recipient shall comply, and shall require that all Contractors and subcontractors working on the Project comply, with the prevailing wage requirements contained in Sections 4115.03 to 4115.16 of the Revised Code; and

(k) Construction Bonds, Insurance and Supervision.

(i) The Recipient shall require that each of its construction contractors furnish a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.

(ii) The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract, Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.

(iii) The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 10. Progress Reports. The Recipient shall submit to the Grantor at the Grantor's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Grantor may from time to time reasonably require. The Recipient shall submit to the Grantor a final report on forms prescribed by the Grantor, detailing the results of the Project and the expenditure of funds made pursuant to this Agreement. The Recipient shall submit the final report to the Grantor no later than 90 days after completion of the Project.

SECTION 11. Audit Rights. The Recipient shall, at all reasonable times, provide the Director or his representative access to and a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 12. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.

SECTION 13. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the Project sufficient to impose upon the Director any of the obligations specified in Section 126.30 of the Revised Code. Provided that the Recipient is not a Local Political Subdivision (as defined in this Agreement), the

Recipient shall indemnify and hold harmless the Director, OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, Recipient's use or application of the funds being provided by OPWC hereunder and Recipient's construction or management of the Project.

SECTION 14. Termination. Grantor's obligations under this Agreement shall immediately terminate upon the failure of Recipient to comply with any of the terms or conditions contained herein. Upon such termination, Recipient shall be obligated to return any moneys delivered to Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which the Grantor formally notifies Recipient that all findings set forth in the final report of audit required in Section 8 have been satisfactorily resolved.

SECTION 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State.

SECTION 16. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SECTION 17. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersedes any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 18. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 19. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 20. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement, be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION 21. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit described herein will result in this Agreement being declared null and void, and the OPWC funds committed herein will be returned to the District Public Works Integrating Committee for reallocation. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 22. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project #**CR18K** as of the date first written above.

RECIPIENT

Charles R. Probst, Jr. /s/
Belmont County Commissioners
Belmont County Courthouse, 101 W. Main
St. Clairsville, OH 43950
City, State & Zip Code
Jayne Long, Clerk /s/
WITNESS

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

By: W. Laurence Bicking /s/
W. Laurence Bicking, Director
Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215
Paul Michael Miller /s/
WITNESS

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes

IN THE MATTER OF ENTERING INTO OHIO PUBLIC WORKS COMMISSION PROJECT GRANT AGREEMENT WITH STATE OF OHIO FOR BRIDGE REPLACEMENT PROJECT/ENGINEER

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the Ohio Public Works Commission Project Grant Agreement with the State of Ohio in the amount of \$399,600.00 for the project entitled **BEL-SOM-TR35 & BEL-WAYNE-TR 35 Bridge Replacement Project, OPWC Project Control Number CRS01**, on behalf of the Belmont Count Engineer.

**OHIO PUBLIC WORKS COMMISSION
PROJECT AGREEMENT**

OHIO LOCAL TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this **1st** day of **July, 2007** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **Belmont County, Belmont County** (hereinafter referred to as the "Recipient"), located at **101 West Main Street, St. Clairsville, Ohio 43950**-, in respect of the project named **BEL-SOM-TR35 & BEL-WAY-TR35 Bridge Replacement Project**, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed **Three Hundred Ninety-Nine Thousand, Six Hundred Dollars (\$399,600)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **013-00013**

OPWC Project Control No. **CRS01**

(See above motion for Agreement language)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project #**CRS01** as of the date first written above.

RECIPIENT

Charles R. Probst, Jr. /s/
Belmont County Commissioners
Belmont County Courthouse, 101 W. Main
St. Clairsville, OH 43950
City, State & Zip Code
Jayne Long, Clerk /s/
WITNESS

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

By: W. Laurence Bicking /s/
W. Laurence Bicking, Director
Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215
Paul Michael Miller /s/
WITNESS

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes

**IN THE MATTER OF ADOPTING A RESOLUTION
AUTHORIZING THE FILING OF THE FY 2007 CDBG
FORMULA ALLOCATOIN PROGRAM APPLICATION**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the following:
RESOLUTION AUTHORIZING THE FILING OF THE FY 2007 CDBG FORMULA ALLOCATION PROGRAM APPLICATION TO THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT – OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS FOR APPROVAL.

Upon roll call the foregoing resolution was unanimously adopted this 3rd day of July 2007.

BELMONT COUNTY BOARD OF COMMISSIONERS

Mark A. Thomas /s/

Charles R. Probst, Jr. /s/

**IN THE MATTER OF SIGNING AND APPROVING A RENEWAL
OF THE VENDOR AGREEMENT WITH BARNESVILLE TIRE ON
BEHALF OF BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Probst to sign and approve a renewal of the Vendor Agreement with Barnesville Tire, on behalf of Belmont County Department of Job and Family Services, effective July 1, 2007 through June 30, 2008, maximum billable amount of \$ 10,000.00, to provide gasoline to Title XIX and Title XX eligible individuals who have medical appointments

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 17th day of May, 2007 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Tire, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2007 through June 30, 2008 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- (iv) The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Units services Transportation.
Service Code
- (v) The maximum amount billable under this agreement is \$ 10,000.00.
- (vi) The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- (vii) The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- (viii) The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- (ix) Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. I hereby understand and agree to the terms of this agreement.

This agreement signed on the 13th day of June 2007.

Signature Dwayne Pielech /s/ Signature Debra Sellers
Dept. of Job and Family Services Provider Signature

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 6-25-07
Signature Mark A. Thomas /s/
Signature Charles R. Probst, Jr. /s/
Signature _____

Date 6-13-07
Date 7/3/07
Date 7/3/07
Date _____ Belmont County Commissioners
Date 6-19-07

Approved as to form Chris Berhalter /s/
Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes

IN THE MATTER OF ENTERING INTO AGREEMENT WITH BCN TELECOM FOR TELECOMMUNICATIONS SERVICES

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into agreement with BCN Telecom for the provision of telecommunications services for a 36 month period.

Note: This contract allows BCN Telecom, Inc. to act as the Agent for telecommunications services including, but not limited to, local dial tone service, long distance service, 800 toll free service and data/internet services.

BCN Telecom

Service Term Agreement

This Service Term Agreement (the "Term Agreement") dated July 3, 2007 is by and among BCN Telecom, Inc. ("BCN Telecom") and Belmont County (the "Customer") (collectively the "Parties").

Whereas the Customer desires for BCN Telecom to provide its telecommunications services during the course of the Term Agreement.

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

The Term Agreement shall commence on the later of (a) the date the underlying telecommunications services are installed and activated by BCN Telecom or (b) the date first written above in the event the telecommunications services are already active with BCN Telecom, and shall continue for a period of 36 consecutive months (the "Agreement Term").

All new and/or existing telecommunications service(s) provided by BCN Telecom including, but not limited to, local dial tone service, long distance service, 8XX toll free service, data/Internet services and any related local loop access required to deliver such services (collectively, the "Services") shall fall under the terms and conditions of the Term Agreement. In the event additional Services are added during the course of the Term Agreement, those additional Services shall fall under the terms and conditions of this Term Agreement.

In the event the Customer disconnects or transfers part or all of the Services provided by BCN Telecom during the Agreement Term, an early service termination penalty shall apply (the "Broken Term Penalty"). The Broken Term Penalty shall be equal to the Customer's average of the previous three months of invoice charges for the disconnected or transferred Services, partial or all, multiplied by the number of months remaining under the Agreement Term. In the event the Customer has less than three months invoice charges for the disconnected or transferred Services, the most recent month's invoice charges shall be used within the Broken Term Penalty calculation. The Broken Term Penalty amount shall be calculated by BCN Telecom and invoiced to the Customer.

The Customer agrees to immediately pay BCN Telecom in full for (1) the Broken Term Penalty amount and (2) all unpaid invoice amounts incurred as of the disconnection or transfer date of the Services.

BCN Telecom's commencement of provisioning any of the Services or the continuation of providing any of the existing Services shall constitute acceptance of this Term Agreement. The Customer has provided BCN Telecom with authorization to provide the Services in the related Subscriber Service Agreement with BCN Telecom.

This Term Agreement shall replace any other existing term agreements or similar service agreements in place between BCN Telecom and the Customer.

Under the penalty of perjury, as the signer of this Term Agreement, I certify that I have authorization from the Customer to enter into a legal and binding agreement with regard to the Customer's telecommunications services.

Agreed and Executed this 3rd day of July (month), 2007.

Printed Name: Charles R. Probst Gordie W. Longshaw Mark A. Thomas

Title: County Commissioner

Company Name: Belmont County

Authorized Signature: Mark A. Thomas /s/ Charles R. Probst, Jr. /s/ _____

Approved as to Form:

David K. Liberati /s

Assistant Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes

IN THE MATTER OF APPROVING RATE INCREASE FOR BELMONT COUNTY SANITARY SEWER DISTRICT #3B-DEEP RUN

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following rate increase for Sanitary Sewer District #3B, Deep Run customers only, based upon the recommendation of Mark Esposito, BCSSD Director.

<u>Current-Flat Rate</u>	<u>Rate Increase</u>
\$28.00 per month	\$29.65 per month
\$14.00-vacant	\$14.00-vacant

Note: Village of Yorkville Water & Sewer Department has recently made improvements to their sewage treatment plant. A portion of this improvement has been passed to the District making the rate increase necessary for operation.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes

Commissioner Probst explained, "Belmont County pays a bulk rate to Yorkville to treat sewage in that area. This will help keep money in the maintenance account for repairs."

IN THE MATTER OF AUTHORIZING THE HIRING OF JODIE BOBEK AS AN INTERMITTENT INCOME MAINTENANCE AIDE FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to hire Ms. Jodie Bobek as an Income Maintenance Aide. Ms. Bobek will be employed as a temporary intermittent non-bargaining unit employee. Her wage compensation shall be in accordance with the current non-bargaining unit salary schedule.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes

**IN THE MATTER OF AUTHORIZING THE HIRING OF
TRACI COLLETTI AS A FULL TIME PERMANENT INCOME MAINTENANCE
AIDE II FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to hire Ms. Traci Colletti as an Income Maintenance Aide II. Ms. Colletti will be employed as a full time permanent bargaining unit employee. Her wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:27 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 11:27 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

Read, approved and signed this 11th day of July, 2007.

_____ COUNTY COMMISSIONERS

We, Mark A. Thomas 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