

REGULAR SESSION

THURSDAY

MARCH 27, 2008

The Board of Huron County Commissioners met this date in Regular Session. Roll being called found the following members present: Mike Adelman, absent, Gary W. Bauer, Ralph A. Fegley.

Pursuant to Ohio Revised Code Section 305.14 the Record of the Proceedings of the March 25, 2008 meeting(s) were presented to the Board. Ralph A. Fegley made the motion to waive the reading of the minutes of the March 25, 2008 meeting(s) and approve as presented. Gary W. Bauer seconded the motion. Voting was as follows:

Absent – Mike Adelman
Aye – Gary W. Bauer
Aye – Ralph A. Fegley

08-106

IN THE MATTER OF APPROVING REQUESTS FOR EXPENDITURE OF OVER \$500.00 SUBMITTED TO THE BOARD MARCH 27, 2008

Ralph A. Fegley moved the adoption of the following resolution:

WHEREAS, requests for expenditures of over \$500.00 have been submitted for approval by the Board of Huron County Commissioners as follows:

Huron County Department of Job & Family Services

Speedway Super America Fuel Only Cards in \$10.00 increments \$14,400.00

Miscellaneous

Prestige Office Equipment, LLC 16 Typewriter at various locations \$ 672.00 now
therefore

BE IT RESOLVED, that the Board of Huron County Commissioners hereby approves of the requests for expenditure of over \$500.00 as listed above; and further

BE IT RESOLVED, that the foregoing resolution was adopted and all actions and deliberations of the Board of Commissioners of the County of Huron, Ohio relating thereto were conducted in meetings open to the public, in compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Gary W. Bauer seconded the motion. The roll being called upon its adoption, the vote resulted as follows:

Absent – Mike Adelman
Aye – Gary W. Bauer
Aye – Ralph A. Fegley

08-107

IN THE MATTER OF DECLARING AN EMERGENCY IN HURON COUNTY, OHIO

Ralph A. Fegley moved the adoption of the following resolution:

WHEREAS, Huron County, City of Bellevue, Ohio has sustained flooding;
and

WHEREAS, during the days of March 19, 2008 to the present, Huron County, Ohio received large amounts of rain, snow melt, and flooding which caused damage to numerous homes, businesses, and streets and roadways; now therefore

BE IT RESOLVED, that the Board of Huron County Commissioners in accordance with the countywide emergency management plan does hereby declare that a state of emergency exists in the county and does hereby invoke and declare those portions of the Ohio Revised Code which are applicable to the conditions and have caused the issuance of this resolution to be in full force and effect in the county for the exercise

REGULAR SESSION

THURSDAY

MARCH 27, 2008

of all necessary emergency authority for protection of the lives and property of the people of Huron County; and further

BE IT RESOLVED, that reference is hereby made to all appropriate laws, statutes, ordinances, and resolutions and particularly to Chapter 5502 of the Ohio Revised Code; and further

BE IT RESOLVED, that the foregoing resolution was adopted and all actions and deliberations of the Board of Commissioners of the County of Huron, Ohio, relating thereto were conducted in meetings open to the public, in compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Gary W. Bauer seconded the motion. The roll being called upon its adoption, the vote resulted as follows:

Absent – Mike Adelman
Aye – Gary W. Bauer
Aye – Ralph A. Fegley

IN THE MATTER OF TRAVEL

Ralph A. Fegley moved to approve the following travel request this day. Gary W. Bauer seconded the motion. The roll being called upon its adoption, the vote resulted as follows:

Absent – Mike Adelman
Aye – Gary W. Bauer
Aye – Ralph A. Fegley

Cheryl Nolan, Commissioners' Office, on April 4, 2008, to Columbus, Ohio, for CCC/ESAO Executive Board meeting.

IN THE MATTER OF REQUEST FOR LEAVE

Gary Ousley/Dog Warden's Office/sick/ 1:00 p.m. – 4:30 p.m. March 31, 2008;12:30 p.m. – 4:30 p.m. April 7, 2008

SIGNINGS

Mr. Lon Burton
Mechanic
Huron County Garage
255 Shady Lane Drive
Norwalk, Ohio 44857

Dear Mr. Burton:

Two separate incidents involving the green Dodge truck that is used for snow plowing have come to our attention. One reports that the truck was found to be three (3) quarts low of oil on March 7, 2008, and the other reports that the same truck was found to be completely without brake fluid on March 22, 2008. These reports, if substantiated, are very serious.

The purpose of this letter is to notify you that a hearing will be held on Tuesday morning, April 1, 2008, at 11:30 a.m., at the office of the Board of Huron County Commissioners at 180 Milan Avenue, Norwalk, Ohio. You are invited and encouraged to introduce testimony, evidence, and any information pertaining to the above allegations that will explain your position. You may be accompanied by one (1) other employee or a non-employee representative during this meeting.

If disciplinary action is warranted subsequent to this hearing, you will be advised in writing of the reasons for the action, affirmation of the charges, and the specific discipline to be imposed. Disciplinary action may be appealed through Section 9.1, "Complaint Procedure," of the Huron County Personnel Policy Manual.

Sincerely,
Huron County Commissioners Mike Adelman, Gary W. Bauer, Ralph A. Fegley

LEGAL ENTITY/Corporation Name (Customer): Huron County Commissioners
 d/b/a (if applicable): _____
 BILLING ADDRESS: 180 Milan Avenue, Newark, OH 44857
 BILLING Contact Name/Telephone: Walter Baurer 419-666-3370
 OHIO CHARTER/REGISTRATION # _____ FEDERAL TAX ID # _____

CONTRACT # _____
SERVICE AGREEMENT FOR GAS TRANSPORTATION
 THIS AGREEMENT, made and entered into as of the _____ day of _____, by and between COLUMBIA GAS OF OHIO, INC. ("Company"), and Huron County Commissioners ("Customer")

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:
 Section 1. **Transportation Service to be Rendered.** In accordance with the provisions of the effective applicable transportation use schedule (GTS, GTS or LGTS) of Company's Tariff, on file with the Public Utilities Commission of Ohio (PUCO), and the terms and conditions herein contained, Company shall receive the quantities of gas requested by Customer to be transported and shall deliver said gas to Customer's facilities. The point(s) of receipt, Customer facility location, the applicable rate schedule, and the service and level of said service to be rendered, shall be set forth in Section 7 of this Agreement.

Section 2. **Incorporation of Tariff Provisions.** This Agreement in all respects shall be subject to the provisions of Section V of the Company's Rules and Regulations Governing the Distribution and Sale of Gas, as the same may be amended or suspended from time to time, which are incorporated herein by reference and made a part hereof.

Section 3. **Regulation.** This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as appropriate, if any necessary regulatory approval or authorization is not so received or continued.

Section 4. **Term.** This Agreement shall become effective as of the first day of Customer's next billing cycle following its execution and shall continue through the last day of Customer's March _____ billing cycle; provided however, that the Agreement shall continue in effect after that date on a year-to-year basis with each term ending on the last day of Customer's March billing cycle, unless terminated in accordance with this section.

Company may terminate this Agreement, effective as of the end of Customer's applicable March billing cycle consistent with the above terms, upon written notice to Customer on or before the preceding January 2.

Customer may terminate this Agreement, effective as of the end of its applicable March billing cycle consistent with the above terms, or request a change to the level of Backup Service, upon written notice to Company on or before the preceding January 2. Company will approve or deny any request by Customer to change the level of service, to be effective as of the beginning of the April billing cycle, or before the preceding January 2, as soon thereafter as practicable.

Following the cancellation of this Agreement, and the termination of gas transportation service hereunder, Company shall have no obligation to sell or deliver gas to Customer under any other contract or rate schedule at Company's average gas cost recovery rate, except to the extent that Customer has contracted for Backup Service herein. Following such cancellation, Customer will remain subject to the provisions of Section V, Parts 67, 68, and 69 of Company's Rules and Regulations Governing the Distribution and Sale of Gas until such time that any subsequent agreement is reached between the parties regarding the level of gas service to be provided.

Section 5. **Markets.** Any notice, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed by certified mail to the address provided in Section 7 of this Agreement.

Section 6. **Cancellation of Prior Agreements.** This Agreement supersedes and cancels, as of the effective date hereof, all previous two party transportation agreements and any Commercial or Industrial Gas Service Agreements between the parties to this Agreement at Customer's facilities served hereunder.

OHIO - ACKNOWLEDGMENT CONCERNING GAS TRANSPORTATION SERVICE WITH LESS THAN 100% BACKUP
 Huron County Commissioners (hereinafter "Customer") requests that Columbia Gas of Ohio, Inc. (hereinafter "Columbia") provide gas transportation service with less than 100% backup service to Customers at the facilities indicated in Customer's current service agreement.

OPERATIONAL FLOW ORDERS (OFO) Customer/Customer Groups without daily measuring devices are subject to Columbia's issuance of operational flow orders which will direct customer groups/customers to adjust scheduled volumes to match their estimated usage. Operational flow orders may include the scheduling of supply quantities in excess of daily contract quantities when operating conditions exceed design criteria. Failure to comply with an operational flow order will result in the billing of the following charges to the OFO shortfall, which is to be defined as the difference between the daily OFO volume and actual daily deliveries:
 (A) The payment of a gas cost equal to the highest incremental cost paid by Columbia on the date of non-compliance;
 (B) one month's demand charges on the OFO shortfall, except in instances where CCG require scheduling of volumes in excess of daily contracted quantities. This charge shall not be imposed more frequently than once in any thirty day period; and
 (C) The payment of all other charges incurred by Columbia on the date of the OFO shortfall.

(D) If a customer or customer group complies with an OFO, it shall not be subject to any penalty or additional cost.
OPERATIONAL MATCHING ORDERS (OMO) Customer/Customer Groups with daily measuring devices are subject to Columbia's issuance of operational matching orders, which will direct customer groups/customers to adjust usage to match volumes flowing on pipelines. Failure to comply with an operational matching order will result in the billing of the following charges to the OMO excess, which is to be defined as the difference between the actual daily usage and the daily flowing volume:
 (A) The payment of a gas cost equal to the highest incremental cost paid by Columbia on the date of non-compliance; and
 (B) the payment of all other charges incurred by Columbia on the date of the OMO shortfall.

Customer further recognizes and acknowledges that non-compliance with an OMO could result in the suspension or termination of customer's gas service and such suspension or termination may require or result in (1) the temporary closing of Customer's facilities, (2) lost production, sales, or business, and (3) damage to Customer's physical facilities. Customer assumes the risk of any such losses or damages.

Customer understands that to the extent Customer has elected to take less than 100% firm backup service, Customer forfeits its right to purchase gas from Columbia at Columbia's average gas cost recovery (GCR) rate, and may have to pay the higher cost of acquiring new gas supplies should Customer elect to become a sales customer in the future.

Should the issuance of an OFO or OMO be required, one of the following persons may be contacted (at least two customer names must be provided with two contact numbers, no fax numbers please):

Customer Contact Name: Peter Welch Phone (W) 419-666-3392 ext 100 (24 Hours) 419-706-6706
 Customer Contact Name: Relish Rajay Phone (W) 419-666-3392 ext 110 (24 Hours) 419-666-3308
 Other Contact Name: _____ Phone (W) _____ (24 Hours) _____

EXECUTED ON BEHALF OF CUSTOMER BY: Walter Baurer
 Title: Commissioner, Vice President

SECTION 7. **Contract Data - General Transportation Service (SGTS, GTS, or LGTS)**
 A. **Point(s) of Receipt into Columbia Gas of Ohio, Inc. - Point(s) of Receipt by Interstate Pipelines**
 1) Columbia Gas Transmission Corporation (TCO)
 2) Other Point(s) of Receipt: _____
 B. **FACILITY ADDRESS:** 22 E Main St, Newark, OH 44857 **PCID:** 12458815-007

Description of Business	Alternate Fuel Type	Fuel Percent	Purchase from Service from COG	Purchase from COG	Assigned Volume to Purchase	Capacity Bank Assigned (GTS Customers Only)	Mandatory
Commercial/Industrial	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A	N/A	<input type="checkbox"/>

CUSTOMER NOTICES (Mailing address for Contract/Operational point)
 Customer Name: Huron County Commissioners
 d/b/a (if applicable): _____
 Address: 180 Milan Avenue, Ste. 7
 City, State, Zip: Newark, OH 44857
 Attn: Gary W. Baurer Title: Commissioner
 Telephone #: 419-666-3370
 Fax #: 419-666-3370
 E-mail Address: min@commissioners.com

Notices:
 Correspondence to:
Columbia Gas of Ohio, Inc
200 Civic Center Drive
Columbus, OH 43215
 Attn: Gas Transportation
 Customer Initials: _____

IN WITNESS WHEREOF, the parties hereto have accordingly and duly executed this Agreement as of the date herein above first mentioned.
 CUSTOMER: COLUMBIA GAS OF OHIO, INC.
 By: Gary W. Baurer (Signature) Title: Commissioner, Vice President
 Printed: Gary W. Baurer Title: Director of Gas Transportation, Sales Support & Nominations

DO NOT WRITE BELOW THIS LINE - For Columbia Personnel Only - NOTE All Meter Due & Annual Volume Updated Annually

FSD#	Area Office#	Mtr Due (When Due)	Mtr Due (When Due)	Annual Vol (Mcf)	Annual Vol (Mcf)	Mtr Service Interruence	Firm Service Annual Vol Supplemental (mcf)	Non-Service Supplemental (mcf)	Daily Metering Service
									<input type="checkbox"/>

APPROVAL: COH REPRESENTATIVE: _____ Date: _____
 Comments: _____ Effective Date: _____
 2/2/2008 Page 3 of 5

Effective Billing Month/Year _____
COLUMBIA GAS OF OHIO, INC.
APPOINTMENT OF AGENT

KNOW ALL MEN BY THESE PRESENTS that Huron County Commissioners ("Customer") does hereby make, constitute and appoint Excels Energy (CCAO) ("Marketer") as its AGENT for the purpose of establishing and administering a gas transportation program on the Columbia Gas of Ohio, Inc. ("Columbia") system for and on behalf of Customer for the accounts listed below. This appointment authorizes Marketer to establish such transportation program on behalf of Customer, including by way of illustration and not limitation) the following: request gas transportation service from Columbia; obtain Customer's historic and current usage data from Columbia; nominate gas transportation volumes on behalf of Customer; direct Columbia to send Customer's transportation bill directly to Marketer; and obtain from Columbia any information pertaining to prior or current month gas deliveries to Customer, including disbursed volumes, tariff volumes, banked volumes and bank tolerances.

- Chose type of Gas Transportation Service (CHECK & INITIAL ONE ONLY):
- Non-Aggregation Service (Stand Alone).** Under Non-Aggregation Service (Stand Alone), Customer agrees to be responsible for all Columbia fees and charges associated with providing gas transportation service to its nomination group, including any fees or charges billed by Columbia to Marketer, and not paid by Marketer. Customer Initials: _____
 - Aggregation Service Option 1.** Under Aggregation Service Option 1, Customer is not liable to Columbia for any fees and charges billed to Marketer, but not paid by Marketer. Columbia will conduct a credit investigation as to Marketer's credit worthiness and may require Marketer to maintain a cash deposit, a surety bond, an irrevocable letter of credit at a Columbia-approved bank of the Marketer's choosing, or such other financial instrument as Columbia may require during the term of this Agreement, in order to assure Marketer's performance on behalf of Customer. Customer Initials: WLB
 - Aggregation Service Option 2.** Under Aggregation Service Option 2, Customer agrees to be responsible for all Columbia fees and charges associated with providing gas transportation service to its nomination group, including any fees or charges billed by Columbia to Marketer, and not paid by Marketer. Marketer providing service pursuant to this Aggregation Service Option 2 are not required to provide bond or other financial security instrument in order to participate in Columbia's aggregation program unless, based upon Columbia's creditworthiness assessment, the need for such financial security instrument in the amount requested by Columbia is found to be reasonable and necessary. In the event of default of the Marketer any fees and charges remaining unpaid by the Marketer will be assessed by Columbia to Customer on a pro rata basis based on the ratio of customer's gas usage to the usage of all customers participating in the aggregation pool during the month for which the charge is applied. The fees and charges to which this provision applies include, but are not limited to, commodity costs, demand costs, balancing fees, OFODMO charges, gas transfer service fees, bank transfer service fees, or other charges billed to Marketer by Columbia. Customer Initials: _____

In the event no choice is made, the default will be Non-Aggregation Service (Stand Alone). Furthermore, Marketer, in its sole discretion based upon Customer's performance, may remove Customer from Marketer's Aggregation Service and place Customer in Non-Aggregation Service ("Stand Alone"). Customer agrees that in the event it is removed by Marketer from Marketer's Aggregation Service and placed in Stand Alone, Customer agrees to be responsible for all Columbia fees and charges associated with providing natural gas transportation service to its nomination group, including any fees or charges billed by Columbia to Marketer, and not paid by Marketer.

* Please note that end users are ultimately responsible for payment of their Columbia bills. Sending Customer bills to a third party will not eliminate this responsibility.
 2/2/2008 Page 4 of 5

COLUMBIA GAS OF OHIO, INC.
APPOINTMENT OF AGENT

Acct No. <u>12458815-007</u>	Acct No. _____
Acct No. _____	Acct No. _____
Acct No. _____	Acct No. _____
Acct No. _____	Acct No. _____
Acct No. _____	Acct No. _____
Acct No. _____	Acct No. _____
Acct No. _____	Acct No. _____

COMPANY AUTHORIZED EMPLOYEE INFORMATION:
 EXECUTED BY CUSTOMER: Walter Baurer
 (Must be signed by Authorized Employee of Company)
Walter Baurer
 (Please Print Authorized Employee Name)

Title: Commissioner, Vice President Address: 180 Milan Avenue, Ste 7 Newark, OH 44857
 Phone No.: 419-666-3370 Fax No.: 419-666-3370
 E-Mail Address: min@commissioners.com Date: 3/27/08

MARKETER AUTHORIZED EMPLOYEE INFORMATION:
 EXECUTED BY MARKETER: _____
 (Must be signed by Authorized Employee of Company)
 (Please Print Authorized Employee Name)

Title: _____ Address: _____
 Phone No.: _____ Fax No.: _____
 E-Mail Address: _____ Date: _____

EXECUTED BY COLUMBIA:
 Name: HEATHER BAUER
 Title: Director of Gas Transportation, Sales Support & Nominations
 Address: 200 Civic Center Drive, Columbus, Ohio 43215 Fax No.: 614-466-4291
 Date: _____

REGULAR SESSION**THURSDAY****MARCH 27, 2008****Administrator/Clerk's Report**

- 1) Buildings & Grounds request from Susan Hazel in regards to the repair patched area of the tile floor on the courthouse first floor hallway. Mr. Fegley explained how this can be fixed, and stated that he will speak to Pete Welch to see where this project is.
- 2) Discussed the status in regards to additional shelving request from Susan Hazel, Clerk of Courts for the basement of the Treasurer's Office. The board agreed that this would stay on hold for the present time until the rest of the energy project is finished. Ms. Nolan to inform Ms. Hazel of this decision.
- 3) The request from IPS to reclaim the refrigerant from the AC units is not approve for IPS to do, Royal Chisholm should be able to do this work

At 9:30 a.m. no public comment.

OTHER BUSINESS

Gary Bauer reported on the meetings that he had attended this week including the township trustee meetings along with a meeting held in Fremont in regards to wind energy. Mr. Bauer stated that it was an interesting meeting. Mr. Bauer stated that there were questions as to the noise factor, and it was stated that they are not a problem today.

Ralph Fegley discussed the tax abatement meetings that he attended. Mr. Fegley discussed the Fetzer abatement and the fact that he now has 70 employees and is doing very well. Mr. Fegley stated that they are going to start the sewer lines at Shady Lane and is going to talk to them about the storm water connections as well. Will get a quote and bring to the meeting on Tuesday. Discussed the grinder as well.

At 9:50 a.m. the board recessed

At 10:00 a.m. Lowell Etzler, DJFS Interim Director, came before the board to present a report on DJFS department. Mr. Etzler stated that they are still making changes within the agency. Explained these changes and how they are more user friendly to the public needing services. Changed cell phone service that will work throughout the county discussed the computer changes that were made as well. Mr. Etzler stated that they have not replaced the child support administrator at this time, but are in the process of doing so. Mr. Etzler also discussed the size of the One Stop service area which needs to be larger to be more customer friendly, and also discussed the trainings will start in April for managers and supervisors which will be administered by EHOVE. Mr. Etzler explained a test that was given to the managers and supervisors to tell where their strengths and weaknesses are at. Stated that the employees were very honest and the test was very good. Mr. Etzler stated that these are dollars well spent and the department will reap some harvest from this. Employees have been very receptive to this training. Recently have upgraded all the computers and are using the old computers for the job store and the GED program. Mr. Etzler also discussed the vehicles and the fact that they are getting a better handle on the service of the vehicles. They are in the process of installing a new phone system which will be complete at the end of April as the old system can no longer be repaired. Boiler replacement was another topic of discussion, as a boiler went out which fortunately was still under warranty. Mr. Etzler stated that it was not plumbed correctly when originally installed, and also stated that they are installing a water heater so they don't have to run a boiler all summer long. At the conclusion of this report Mr. Etzler explained the need to enter into a sub recipient agreement. If this is not signed DJFS does not get any money from the state, and at this point referred to next year's budget, Mr. Etzler stated that he is hoping to get the same amount as this year but feels there may be a cut in funding. State is looking at cutting 307 employees at the state level. Also the youth contract will be coming along which includes four counties. Mr. Bauer stated that he is impressed with the continued upgrading to improve services for the public at the department.

At 10:45 a.m. Ralph A. Fegley moved to adjourn. Gary W. Bauer seconded the motion. The meeting stood adjourned.

IN THE MATTER OF OPEN SESSION

The Huron County Commissioners hereby attest that all actions and deliberations of the Board legally required to be public were conducted in an open session on this date and that the foregoing minutes

REGULAR SESSION

THURSDAY

MARCH 27, 2008

represent the official action of the Board.

IN THE MATTER OF CERTIFICATION

The Clerk to the Board does hereby attest that the foregoing is a true and correct record of all actions taken by the Board of Huron County Commissioners on March 27, 2008.

IN THE MATTER OF ADJOURNING

The meeting was called to order at 9:00 a.m. With no further business to come before the Board, the meeting was adjourned at 10:45 a.m.

Signatures on File.