

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and 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 APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,503,162.36

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0040-A002-G02.002 Salaries-Employees	E-0042-A002-J00.002 Salary	\$18,000.00
E-0040-A002-G08.003 PERS	E-0042-A002-J02.003 PERS	\$3,000.00
E-0054-A006-F11.012 Equipment	E-0257-A015-A15.074 Transfers-Out	\$5,000.00

W80 PROSECUTOR'S VICTIM ASSISTANCE FUND

FROM	TO	AMOUNT
E-1511-W080-P04.000 Other Expenses	E-1511-W080-P05.003 PERS	\$265.18
E-1511-W080-P04.000 Other Expenses	E-1511-W080-P08.005 Medicare	\$120.00
E-1511-W080-P04.000 Other Expenses	E-1511-W080-P16.000 Consultant	\$245.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers between funds as follows:

GENERAL FUND AND THE P96 CRITICAL INCIDENT STRESS MANAGEMENT FUND/EMA

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1726-P096-P05.574 Transfers In	\$5,000.00

P53 SSD #2 REVENUE FUND AND THE O53 SSD #2 NOTE RETIREMENT FUND/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9253-O053-O10.574 Transfers In	\$31,015.60

T08 DOMESTIC VIOLENCE GRANT FUND AND THE BELMONT COUNTY GENERAL FUND/SHERIFF

FROM	TO	AMOUNT
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries-Admin	\$3,220.22

T10 WATER & SEWER GUARANTEE DEPOSIT FUND AND VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$72.80
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$1,799.74
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$233.60
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$169.19
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$222.90

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of March 2, 2016:

E10 9-1-1 FUND

E-2200-E010-E07.000	Other Expenses	\$1,902.00
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E11 9-1-1 WIRELESS FUND

E-2200-E011-E01.011	Contract Services	\$7,500.00
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P96 CRITICAL INCIDENT STRESS MANAGEMENT FUND/EMA

E-1726-P096-P06.000	Other Expenses	\$5,000.00
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S30 OAKVIEW JUVENILE REHABILITATION FUND

E-8010-S030-S51.002	Salaries	\$42,031.54
E-8010-S030-S58.000	Communications	\$40,000.00
E-8010-S030-S63.000	General & Other Expenses	\$20,000.00
E-8010-S030-S64.012	Equipment	\$6,000.00
E-8010-S030-S65.000	Indirect Costs	\$24,000.00

T08 DOMESTIC VIOLENCE GRANT FUND/SHERIFF

E-5105-T008-T01.002	Salaries	\$3,220.22
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W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salaries	\$3,690.00
E-1511-W080-P05.003	PERS	\$170.00
E-1511-W080-P06.004	Workers Comp	\$245.00
E-1511-W080-P07.006	Hospitalization	\$1,995.40
E-1511-W080-P08.005	Medicare	\$15.00
E-1511-W080-P15.000	Rent	\$519.89

BELOMAR REGIONAL COUNCIL/VARIOUS FUNDS

E-1765-P065-P10.000	LMI-HTF Grant Expenses	\$13,161.00
E-9702-T011-T01.000	Grant Expenses	\$18,308.00
E-9702-T011-T02.000	HOME Grant Expenses	\$44,953.00
<u>SHERIFF/VARIOUS FUNDS</u>		
E-0131-A006-A07.000	Training	\$5,120.00
E-0131-A006-A09.000	Medical	\$815.32
E-0131-A006-A17.012	Cruiser	\$70.00
E-0131-A006-A23.000	Background	\$1,179.00
E-0131-A006-A24.000	E-SORN	\$320.00
E-0131-A006-A32.000	Warrant Fee	\$1,260.00
E-1652-B016-B02.000	Education Expenses	\$25.00
E-5100-S000-S01.010	Supplies	\$8,093.23
E-5101-S001-S06.000	CCW License Expenses	\$5,163.00
E-5101-S001-S07.012	CCW Equipment	\$5,089.00
E-9710-U010-U06.000	Other Expenses	\$238.23

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS
FOR 2015 WORKERS' COMPENSATION CHARGEBACKS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for 2015 Workers' Compensation Chargebacks.

**2015 WORKERS' COMPENSATION
ACCOUNT NAME**

	FROM ACCOUNT	TO ACCOUNT	2015 AMT DUE
<u>GENERAL FUND</u>			
AUDITOR, EMPL & UND ESTATE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	4,102.72
AUDITOR PERSONAL PROPERTY	E-0256-A014-A14.004	R-9899-Y089-Y04.574	411.13
AUDITOR REAL PROPERTY	E-0256-A014-A14.004	R-9899-Y089-Y04.574	488.37
CLERK OF COURTS & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,934.68
COMMISSIONERS & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	3,304.74
NURSES AT THE JAIL	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,652.13
COMM LAW LIBRARY	E-0256-A014-A14.004	R-9899-Y089-Y04.574	0.00
COMM CIVIL DEFENSE & DISASTER SERV.	E-0256-A014-A14.004	R-9899-Y089-Y04.574	502.94
COMM MAIN'T & OPERATIONS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	4,126.04
CO COURT JUDGES, EMPLOYEES AND BONDS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	3,422.89
EASTERN COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	266.41
NORTHERN COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	366.58
WESTERN COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	63.51
911 DEPARTMENT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	5,343.65
ANIMAL SHELTER/GENERAL FUND	E-0256-A014-A14.004	R-9899-Y089-Y04.574	569.86
COMMON PLEAS COURT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,968.42
COMMON PLEAS CT. COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	0.00
MAGISTRATE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	844.78
ENGINEERS EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,964.69
PROBATE COURT JUDGE & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,227.86
JUVENILE COURT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	4,880.67
JUVENILE COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	116.11
PROS. ATTORNEY AND EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	4,472.61
RECORDER & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,522.55
SHERIFF & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	23,965.33
TREASURER F& EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,924.95
CORONER & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	625.61
SOLDIER'S RELIEF AND BOARD MEMBERS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	186.42
VETERANS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,945.88
PUBLIC DEFENDER	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,342.19
BD OF ELECTION, JANITOR & POLL WORKERS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,936.50
BUDGET COMMISSION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	21.08
COURT OF APPEALS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	100.29
JURY COMMISSION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	7.75
AGRICULTURE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	11.62
T.B.SANITATION (CHEST CLINIC)	E-0256-A014-A14.004	R-9899-Y089-Y04.574	267.30
TOTAL GENERAL FUND			78,888.26

OTHER AGENCIES			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	2,008.00
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	32,549.08
FLOOD GRANT-PD FROM WIA	E-2600-H005-H11.000	R-9899-Y089-Y04.574	0.00
WINDSTORM NEG. OH-26	E-2600-H005-H12.000	R-9899-Y089-Y04.574	0.00
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	5,825.52
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	2,134.23
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	2,032.03
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	9,761.69
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	3,210.39
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	633.17
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	259.41
LEPC	E-1720-P090-P09.004	R-9899-Y089-Y04.574	83.88
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	654.90
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	7,252.82
SARGUS - INTERN WORKERS	E-0910-S033-S45.004	R-9899-Y089-Y04.574	5.53
JUVENILE ACCOUNTABILITY BLOCK GRANT	E-0914-S035-S05.000	R-9899-Y089-Y04.574	277.28
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	2,058.03
MENTAL RETARDATION	E-2410-S066-S77.004	R-9899-Y089-Y04.574	20,583.39
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	10,237.67
COUNTY RECORDER	E-1210-S078-S13.004	R-9899-Y089-Y04.574	0.00
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	2,288.27
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	211.81
WESTERN COURT COMPUTER FUND	E-1550-S082-S12.004	R-9899-Y089-Y04.574	0.00
EASTERN COURT COMPUTER FUND	E-1570-S084-S12.004	R-9899-Y089-Y04.574	198.89
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	393.33
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	353.68
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	584.56
COMMON PLEAS COURT-SPECIAL	E-1572-S089-S08.004	R-9899-Y089-Y04.574	24.36
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	R-9899-Y089-Y04.574	51.69
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	5,352.54
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	190.87
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	559.58
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	1,617.49
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	25.82
PROSECUTOR'S VICTIM PROGRAM	E-1511-W080-P06.004	R-9899-Y089-Y04.574	343.75
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	432.45
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	165.58
WATER DEPARTMENT			
WWS #2 REVENUE	E-3701-P003-P30.004	R-9899-Y089-Y04.574	1,106.61
WWS#3 REVENUE	E-3702-P005-P30.004	R-9899-Y089-Y04.574	6,245.68
SSD #1 REVENUE	E-3704-P051-P14.004	R-9899-Y089-Y04.574	621.20
SSD #2 REVENUE	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	1,961.06
SSD #3A REVENUE	E-3706-P055-P14.004	R-9899-Y089-Y04.574	133.16
SSD #3B REVENUE	E-3707-P056-P14.004	R-9899-Y089-Y04.574	26.30
JUVENILE COURT GRANTS			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	1,306.52
CARE AND CUSTODY-YSSP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	0.00
CARE AND CUSTODY-SUBSTANCE ABUSE	E-0400-M060-M74.004	R-9899-Y089-Y04.574	0.00
PLACEMENT II	E-0400-M075-M04.000	R-9899-Y089-Y04.574	270.85
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	1,553.08

INTAKE COORDINATOR	E-0400-M062-M03.002	R-9899-Y089-Y04.574	35.81
COUNTY HEALTH			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	1,195.80
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	0.00
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	507.00
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	343.00
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	421.50
TOBACCO	E-2216-F078-F02.002	R-9899-Y089-Y04.574	0.00
WOMENS HEALTH SERVICE	E-2217-F079-F01.002	R-9899-Y089-Y04.574	0.00
HEALTHY HOMES	E-2228-F080-F01.002	R-9899-Y089-Y04.574	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9899-Y089-Y04.574	0.00
PREP	E-2230-F082-F01.002	R-9899-Y089-Y04.574	265.00
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	356.00
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	192.50
CHILD & FAMILY HEALTH SERVICE	E-2233-F085-F01.002	R-9899-Y089-Y04.574	270.00
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	661.50
TOTAL WORKERS' COMP.			208,722.52
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,185.23
PUBLIC WORKS RELIEF EMPLOYEE P.W.R.E.	E-2510-H000-H08.004	R-9899-Y089-Y04.574	2,349.42
		GRAND TOTAL	212,257.17

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF FEBRUARY AND MARCH, 2016**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the Vision Insurance Chargebacks for the months of February and March, 2016.

FROM	TO	AMOUNT
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,929.93
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	135.00
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	131.40
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	27.72
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	27.72
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	0.00
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	138.60
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	488.79
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	103.68
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	67.50

E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	13.86
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	13.86
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y06.500	112.14
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	27.72
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	19.40
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	38.80
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	8.30
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	51.30
E-2233-F085-F01.002 CHILD & FAMILY HEALTH SERV.	R-9891-Y091-Y06.500	13.86
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	26.34
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	13.88
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	67.50
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	105.32
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	83.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	344.70
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	55.44
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	0.00
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	524.34
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	110.15
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	384.82
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	59.80
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	92.63
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	10.01
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	3.73
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	122.94
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	119.34
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	321.84
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	27.72
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>0.00</u>
TOTAL		9,140.22

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF FEBRUARY & MARCH, 2016**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the Delta Dental Chargebacks for the months of February & March, 2016.

FROM	TO	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	17,763.95
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	486.92
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	459.44
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	0.00
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	514.40
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	72.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	21.06
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	144.04
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	97.74
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	51.44
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	134.94
E-2233-F085-F01.002 Child & Family Health Services	R-9891-Y091-Y07.500	51.44
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	390.96
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	243.46
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	102.88
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,747.03
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	356.56
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	51.44
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	51.44
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	291.38
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	102.88
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	102.88
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	308.64
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,272.26
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	205.76
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	0.00

E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	397.02
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,393.29
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	211.70
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	332.52
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	35.43
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	13.20
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	449.22
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	243.46
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	421.74
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,152.12
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	<u>102.88</u>
TOTAL		30,535.38

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated March 2, 2016 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 to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:
AUDITOR'S – Larry Craig to Columbus, OH, on March 4, 2016, for a Tax Commissioner Agricultural Advisory Committee meeting. A county vehicle will be used. Estimated expenses: \$100.00
COMMISSIONERS-Barb Blake, Cindy Stock and Dana Meager to Cambridge, OH, on March, 29, 2016. For a Workers' Comp seminar. Estimated expenses: \$190.00
DJFS – Michael Schlanz to Cadiz, OH, on February 29, 2016, for a BRN meeting. Michael Schlanz to Caldwell, OH, on March 7, 2016, for a CCMEP meeting. Estimated expenses: \$24.00
SSOBC-Linda Wells to Wheeling, WV, on March 8, 2016, for a senior center outing. Daisy Braun to Rayland, OH, on March 11, 2016, for a senior center outing. Tish Kinney to New Martinsville, WV, on March 18, 2016, for a senior center outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

Announcement: The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County Tourism Council Board. Interested parties can contact the Commissioners' office at [\(740-699-2155\)](tel:740-699-2155) to request an application. Applications will be accepted through March 9, 2016 for the Tourism Board.

Interested parties may also submit an application at any time for consideration as various other board openings become available.

IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE AGREEMENT WITH SUMMIT MIDSTREAM UTICA, LLC. FOR OIL AND GAS PIPELINES AND COMPRESSOR STATIONS/BENNINGTON TO HELLER PIPELINE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use And Maintenance Agreement for Oil and Gas Pipelines and Compressor Stations** with Summit Midstream Utica, LLC, effective March 2, 2016, for the purpose of "Oil and Gas Pipeline and Compressor Station Activities" at 1.55 miles of CR-5(Glencoe Road) at the Bennington to Heller Pipeline.
Note: County Wide Bond# 0022044096 for \$1 million on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR OIL AND GAS PIPELINES AND COMPRESSOR STATIONS

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 Summit Midstream Utica, LLC, whose address is 3489 Smithton Road, West Union, WV 26456 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator intends to develop and operate the **Bennington to Heller Pipeline**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the **Bennington to Heller Pipeline** (hereafter collectively referred to as "oil and gas pipeline and compressor station activities") located in **Smith** Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of **1.55 miles of CR-5 (Glencoe Rd.)** for the purpose of ingress to and egress from the **Bennington to Heller Pipeline**, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the **Bennington to Heller Pipeline** (hereinafter referred to collectively as "oil and gas pipelines and compressor stations"); 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 oil and gas pipelines and compressor stations; 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-oil and gas pipelines and compressor stations condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of oil and gas pipelines and compressor stations related to such sites.

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

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of **CR-5, (Glencoe Rd.)**, to be utilized by Operator hereunder, is that exclusive portion beginning at **intersection of SR-147 and running north for 1.55 miles on CR-5**. It is understood and agreed that the Operator shall not utilize any of the remainder of **CR-5** for any of its oil and gas pipelines and compressor stations hereunder.

2. 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 oil and gas pipelines and compressor stations 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 oil and gas pipelines and compressor stations, 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.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known oil and gas pipelines and compressor stations 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.

4. 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 oil and gas pipelines and compressor stations shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its oil and gas pipelines and compressor stations, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the oil and gas pipelines and compressor stations on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the oil and gas pipelines and compressor stations on the Route by Operator. The amount of the blanket bond or surety shall be listed on bond # 00220044096 in an amount of \$1,000,000 & 00/100 DOLLARS. 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 pipelines and compressor station activities.
- 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.

6. 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.

7. 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.

8. 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.

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

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

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

13. 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.

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

15. This Agreement shall be in effect on March 2, 2016.

Executed in duplicate on the dates set forth below.

To the County: Fred F. Bennett P.E. P.S.
 County Engineer
 101 W. Main ST.
 St. Clairsville, Ohio 43950
 Office: (740) 699-2160

To the Operator: Jeff Heinle, Area Operations Director
 Summit Midstream Utica
 51470 Thatcher Road
 Jacobsburg, OH 43933
 Office: (970) 573-7005
 Cell: (970) 629-3692
 Email: jheinle@summitmidstream.com

Renata Busch, Permit and Regulatory Manager
 3489 Smithton Road
 West Union, WV 26456
 Office: (304) 566-3184
 Cell: (970) 319-8890
 Email: rbusch@summitmidstream.com

Gino Cingolani, Construction Coordinator
 Field Agent for Summit Midstream Utica
 Cell: (870) 265-1814
 Email: agcingolani@gmail.com

Jesse West, Project Manager
 Summit Midstream Utica
 999 18th Street, Suite 3400S
 Denver, CO 80202
 Office: (720) 441-0242
 Cell: (970) 682-5349
 Email: jesse.west@summitmidstream.com

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

Authority

By: *Ginny Favede /s/*

Commissioner

By: *Mark A. Thomas /s/*

Commissioner

By: *Matt Coffland /s/*

Commissioner

By: *Fred F. Bennett /s/*

County Engineer

Dated: 3-2-16

Approved as to Form:

-David K. Liberati /s/ assist

County Prosecutor

Upon roll call the vote was as follows:

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

Operator

SUMMIT MIDSTREAM UTICA, LLC

By: *Renata Busch /s/*

Printed name: Renata Busch

Title: Permit and Regulatory Manager

Dated: 2-25-16

IN THE MATTER OF APPROVING AND SIGNING THE ACCESS AGREEMENT GRANTING XTO ENERGY, INC. A TEMPORARY RIGHT OF INGRESS AND EGRESS FOR INSTALLATION AND MAINTENANCE OF TEMPORARY ABOVE-GROUND WATER LINE/CR 42 FULTON HILL RD.

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Access Agreement granting XTO Energy, Inc. a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line on CR 42(Fulton Hill Road).

Access Agreement

Know all men by these presents, that The Belmont County Commissioners, a political subdivision, whose mailing address is 101 West Main Street, Courthouse, St. Clairsville, Ohio 43950, hereby grants to **XTO Energy Inc.**, whose address is 810 Houston St., Fort Worth, Texas 76102, its successors and assigns, a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line. **Said waterline will start at McMahan Creek on Sydney Hoffman's property and travel to the XTO Miller well pad.** Entire water line is shown on attached map Exhibit "A". **County Road to be utilized strictly for this installation will be CR-42 Fulton Hill Road from the west intersection of State Highway 147 Key Bellaire Road to the intersection of Ross and Glenda Johnson's driveway (1.3 miles).** This temporary access agreement shall expire twelve (12) months from the date of execution below.

It is understood and agreed that throughout the term of this agreement, at any time that the Grantee, its successors or assigns, intends to bore beneath any portion of **CR 42 Fulton Hill Road** in order to install or maintain the water line, Grantee, its successors and assigns, shall notify the Belmont County Engineer's Office at least twenty-four (24) hours in advance. At all times any work is to be performed on the installation and/or maintenance of said water line, the Grantee, its successor and assigns, shall be responsible for proper traffic control measures in accordance with the Ohio Manual of Uniform Traffic Control Devices and shall install and maintain said temporary water line in accordance with the directions and guidelines provided to Grantee by the Belmont County Engineer's Office at all times.

Grantee, its successors and assigns, shall be responsible for repairing any damage to the roadway caused by the installation or maintenance of said water line, or caused by a break in the water line. If Grantee, its successors, and assigns, fails to make the necessary repairs in a timely manner, Grantor shall have the right to repair the road and charge Grantee, its successors and assigns, the actual cost of said repairs. Grantee, its successors and assigns, shall be responsible for any collection of costs incurred by Grantor in collecting for those repairs, including any court costs or attorney's fees.

Grantee shall protect, save, indemnify, and hold Grantor, 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 installation and maintenance of a temporary above-ground water line whatsoever.

Grantee shall furnish Grantor with a twenty four (24) hour emergency contact name and number for the authorized local representative of the Grantee. Grantee shall secure any required easements, rights-of-way or other rights necessary to access and operate through and across those properties adjacent to the above described roadway and from the underlying owners of the fee interest in the roadway, along the route of the temporary above-ground water line.

This agreement specifically covers all necessary trucks, trailers and equipment necessary for the provision, installation and operation of above ground temporary water lines in the direct area served by the county roads as named above.

Grantee shall maintain liability insurance covering the installation and operation of the temporary above ground water line and Grantee's use of the easement and right-of-way. Such insurance shall be endorsed to name Grantor as additional insured. Grantee shall provide Grantor with a copy of a certificate of insurance upon request by Grantor. Grantee reserves the right to self-insure and to provide Grantor a certificate of such upon request.

Executed this 2nd day of March, 2016.

GRANTOR(s):

Belmont County

By: Mark Thomas /s/

Mark Thomas, Belmont County Commissioner

By: Ginny Favede /s/

Ginny Favede, Belmont County Commissioner

By: Matt Coffland /s/

Matt Coffland, Belmont County Commissioner

By: Fred F. Bennett /s/

Fred F. Bennett, Belmont County Engineer

Dated: 3-2-16

Approved as to Form:

David L. Liberati /s/

Daniel Fry,

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

GRANTEE:

XTO Energy Inc.

By: Michael R. Johnson /s/

Michael R. Johnson, VP Production Operations

Appalachia Division

Date: 2/15/16

IN THE MATTER OF APPROVING AND SIGNING THE OHIO DEPARTMENT OF TRANSPORTATION AGREEMENT COVERING USE OF COUNTY OR TOWNSHIP ROADS, CITY, OR VILLAGE STREETS FOR DETOUR PURPOSES/INTERSTATE ROUTE 70/US 40/SR 331 INTERCHANGE

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Ohio Department of Transportation agreement covering use of county or township roads, city, or village streets for detour purposes for the improvements of Interstate Route 70/US 40/SR 331 Interchange at exit 213 in Belmont County, Richland Township.

Note: This is giving permission to ODOT to temporarily close the north end of Airport Rd. during the construction of the SR 331 Interchange project and use CH80, CH82 and CH 84 as a detour.

**Ohio Department of Transportation
AGREEMENT COVERING USE OF COUNTY OR TOWNSHIP
ROADS CITY OR VILLAGE STREETS FOR DETOUR PURPOSES**

Whereas, the state of Ohio contemplates the improvements of Interstate Route 70/US 40/SR 331 Interchange at exit 213 in Belmont County, Richland Township.

And whereas, the Director of Transportation has determined that it is necessary to detour County Road 82 (Airport Rd.) traffic during construction of this improvement and

Whereas, the most practicable and direct route includes roads or streets not under the jurisdiction of the Director of Transportation, as shown and described on attached detour report and map, and

Whereas, the Director of Transportation wishes to obtain concurrence of affected authorities prior to establishment of detour,

Now, therefore, the Director of Transportation agrees to maintain this detour in passable condition and return it to the Richland Township in as good condition as it was prior to its use as a detour by the method shown on attached detour report.

Signed Lloyd MacAdam /s/

District Deputy, Director

Date 1/05/16

We, the County Commissioners of Belmont County have inspected the road to be used as a detour route and have reviewed the above agreement, detour report and map, and concur in detour use and proposed work.

Signed Matt Coffland /s/ Date 3/2/16

County Commissioner

Signed Mark A. Thomas /s/ Date 3/2/16

County Commissioner

Signed Ginny Favede /s/ Date 3/2/16

County Commissioner

Signed Fred F. Bennett /s/ Date 2/22/16

Belmont County Engineer

Upon roll call the vote was as follows:

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

Discussion – Mr. Thomas suggested Mr. Bennett should do a press release due to increased traffic and detours in the area. Mr. Coffland will check with Mr. Bennett.

IN THE MATTER OF EXTENDING THE COMPLETION DATE FOR CONTRACT WITH DRAFT-CO., INC./GIS PARCEL CONVERSION

Motion made by Mrs. Favede, seconded by Mr. Coffland to extend the completion date for the contract with Draft-Co., Inc., executed on November 25, 2014, for an additional six months ending September 1, 2016, for a parcel conversion project consisting of 4,175 parcels, based upon the recommendation of Don Pickenpugh, Geographic Information System (GIS) Director.

Note: The project is about 70% completion.

EXTENSION OF CONTRACT

It is mutually agreed upon between Draft-Co, Inc. and the Belmont County Commissioners to extend the parcel conversion contract executed on November 25, 2014 for a period of six (6) months. Authorization to Proceed was issued March 2, 2015, for a one year completion period.

COMPENSATION

There is no additional compensation.

TERM OF AGREEMENT

This agreement shall be binding upon the parties and shall remain in force and effect until September 1, 2016. All other language, terms and conditions of the said contract will remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Extension as of the 2nd day of March, 2016.

Draft-Co, Inc.
BY: J. S. Davenport /s/
James S. Davenport
CEO
BELMONT COUNTY COMMISSIONERS
BY: Ginny Favede /s/
Ginny Favede, President
Matt Coffland /s/
Matt Coffland, Vice President
Mark A. Thomas /s/
Mark A. Thomas

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT FOR MG KNIGHT, LLC./ DBA SCOOTERS PLACE & BEER GARDEN

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a D1, D2, D3 and D3A liquor license, Permit No. 5896922, from Scooters Place, LLC, DBA Scooters Place & Beer Garden, 50101 Glencoe Stewartsville Rd. 1st Floor, PO Box 94, Richland Township, Glencoe, OH 43928 to MG Knight, LLC, DBA Scooters Place & Beer Garden, 50101 Glencoe Stewartsville Rd., 1st Floor, Richland Township, Glencoe, OH 43928. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO EXECUTE SUBGRANT AWARD AGREEMENT/SHERIFF'S COMPUTER SERVER

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to execute the Subgrant Award Agreement for the Belmont County Sheriff's **Computer Server** as follows:

Subgrant Number: 2015-JG-LLE-5209
Award Period: 02/01/16 – 08/31/16
Award Amount: \$ 9,634.33
Local Cash Match: \$ 1,070.48
Project Total: \$ 10,704.81

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER #5 FOR VENDRICK CONSTRUCTION, INC./SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #5 from VendRick Construction, Inc., in the amount of \$7,004.00 for the installation of approximately 70 feet of a conduit run for new AEP service at the Senior Services of Belmont County - Community Building, Project # 14-019; revised project cost \$6,181,917.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM VALLEY FENCE COMPANY/ANIMAL SHELTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the proposal from Valley Fence Company dated February 17, 2016, in the amount of \$3,232.00 for all labor and materials necessary to install 173 feet of 60" tall galvanized chain link fence, including top and bottom rails and two (2) gates, at the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM THE A.G. MAURO COMPANY/JAIL

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number HR020316-3 from The A.G. Mauro Company in the amount of \$2,100.00 (excluding shipping) for the purchase of twelve (12) Glynn Johnson Overhead Door Holders for the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TENTATIVE AGREEMENT
BETWEEN COMMISSIONERS AND AFSCME SERB/BUILDINGS AND GROUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the tentative collective bargaining agreement reached in SERB Case No. 2015-MED-10-1106 between the Belmont County Commissioners and AFSCME (Buildings & Grounds bargaining unit).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE VEHICLE
MAINTENANCE AGREEMENT BETWEEN THE BELMONT CO.
BOARD OF DEVELOPMENTAL DISABILITIES AND THE
COMMISSIONERS DBA SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Senior Services of Belmont County, effective March 1, 2016 through February 28, 2017.

**VEHICLE MAINTENANCE AGREEMENT
Between the
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
and the
BELMONT COUNTY COMMISSIONERS dba
SENIOR SERVICES OF BELMONT COUNTY**

I. PURPOSE

This Agreement is made this 1st day of March, 2016 by and between the Belmont County Board of Developmental Disabilities (*hereinafter County Board*) and the Belmont County Commissioners doing business as Senior Services of Belmont County (*hereinafter Senior Services*) for the purpose of the County Board providing vehicle maintenance for vehicles owned by the Belmont County Commissioners and used by Senior Services of Belmont County.

II. TERM

This Agreement shall be in effect from March 1, 2016 through February 28, 2017.

III. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

- A. The County Board shall provide routine maintenance on Senior Services' vehicles (based on a schedule developed by Senior Services and the County Board Mechanic Supervisor) at the rate of \$25.50 per hour plus cost of any necessary parts.
- B. The County Board shall provide other than routine maintenance on Senior Services' vehicles (based on Senior Services' need) at the rate of \$49.00 per hour plus cost of any necessary parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

V. SENIOR SERVICES' RESPONSIBILITIES

- A. Senior Services shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. Senior Services shall schedule other than routine maintenance with the County Board Mechanic Supervisor.

VI. BILLING AND PAYMENT

- A. The County Board shall bill Senior Services for vehicle maintenance services at the end of the month, if services have been provided during that month.
- B. Senior Services shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

VII. ROUTINE MAINTENANCE SCHEDULE

- A. The County Board Mechanic and Senior Services Executive Director or designee shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered "routine maintenance" for the purpose of this Agreement.
- B. A copy of the routine maintenance schedule shall be attached and become part of this Agreement.
- C. Any maintenance procedures not included on the routine maintenance schedule shall be considered "other than routine maintenance" and shall be billed at the higher rate.
- D. Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the Senior Services' Executive Director.

VIII. NON-DISCRIMINATION POLICY

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, sex, creed, disability, or national origin.

IX. SIGNATURES

Belmont County Board of Developmental Disabilities
Stephen L. Williams /s/ _____ 2-29-16
 Stephen L. Williams, Superintendent Date

Belmont County Board of Commissioners
Mark Thomas /s/ _____ 03-02-16
 Mark Thomas Date
Matt Coffland /s/ _____ 03-02-16
 Matt Coffland Date
Ginny Favede /s/ _____ 03-02-16
 Ginny Favede Date

Approved as to form:

Daniel P. Fry /s/ _____

Daniel p. Fry, Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MIKE SCHLANZ/DEPT. OF JOB AND FAMILY SERVICES/
SUMMER YOUTH PROGRAM**

9:30 Mike Schlanz-Workforce Innovation Opportunity Act (WIOA) Administrator, Dept. of Job and Family Services
Re: Summer Youth Program

March 2, 2016

Mike Schlantz gave a presentation regarding the Summer Youth Program. The program runs May 1 – August 31, 2016 and serves 16-24 year olds. The program is funded by Temporary Assistance for Needy Families so there are income guidelines. Youth should be eligible for the program if they are part of a family that receives Public Assistance such as OWF (Ohio Works First) or Food Stamps. Youth will work 35 hours per week and earn \$8.10 per hour (Ohio's minimum wage). The number of youth served is subject to funding levels and work site availability. Mr. Schlantz is taking information packets to the schools now. Interested persons can stop by the Jobs Ohio office to pick up an application or they can mail applications upon request. Mr. Schlantz said they won't know the allocation until April or May so not sure how many they can serve. Eighty-five youth were served last year. Villages, townships, park districts, libraries, etc. can contact the Jobs Ohio office if they are interested in workers. Mr. Schlantz said they are looking for job sites with the private sector too. They contract with the Community Action Commission who are the employer of record. They monitor the work sites and pay the employees.

Commissioner Coffland briefly stepped out of the meeting.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:48 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Thomas to enter executive session with Dana Meager, HR Administrator, and Katie Bayness, HR Generalist, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and discipline of a public employee.

Upon roll call the vote was as follows:

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

Commissioner Coffland immediately joined after entering executive session and briefly stepped out just prior to exiting executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:03A.M.**

Motion made by Mrs. Favede, seconded by Mr. Thomas to exit executive session at 10:03 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:04 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Dana Meager, HR Administrator, and Katie Bayness, HR Generalist, and Kelly Porter, Director, BCSSD, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:29A.M.**

Motion made by Mrs. Favede, seconded by Mr. Thomas to exit executive session at 10:29 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN

Reconvened Thursday, March 3, 2016 at 9:00 a.m. Commissioners Favede and Thomas present. Commissioner Coffland was absent.

**IN THE MATTER OF DISCUSSION HELD RE:
BELMONT COUNTY SANITARY SEWER DISTRICT
WATER INFRASTRUCTURE NEEDS**

9:00 BCSSD Director

Re: Water infrastructure needs

Present: Kelly Porter, SSD Director; Mark Esposito, SSD Project Consultant; Mike Jacoby, Vice-President of business development with the Appalachian Partnership for Economic Growth; Jeannette Wierzbicki, Executive Director of the Ohio Mid-Eastern Government Association; Larry Merry, Port Authority Director; Frank Shaffer, Township Trustees Association and Robert DeFrank, Times Leader. Local ability to provide potable water to meet the needs of a possible ethane cracker plant coming to Belmont County was discussed. Mr. Jacoby indicated a lot of work has to be done to make this project successful. PTT Global Chemical America, the company considering constructing the plant, has requested a Memorandum of Understanding (MOU) so they can understand what has to happen to get adequate water to the plant. He said the MOU is not legally binding. It says this is what we understand about your project and this is what we propose to meet your needs. PTT has estimated its needs as 15,000 gallons of water per day which is not as great as originally thought. The waterline to the project site has double that capacity. Upgrades may not be needed. "One of the things we need to address, because the company wants to understand this, if water improvements are needed, how does that get done? Who does it? How's it paid for?" said Mr. Jacoby. "The water district will do it, but the water district can't just increase everyone's rates for this project. What it can't pay for in grant money, they'd have to turn to the company and say, 'This is how much we're going to have to charge you to make these improvements.'" The Board of Commissioners reviewed a preliminary draft of the MOU. Mr. Thomas said, "The project growth around that area is something we have to be cognizant of as we move forward." "Government is always reactive, and in this case, in this project, government needs to be as proactive as we can with the available funding sources to recognize that, while this project alone is going to be huge, the domino effect from it is going to be even larger." Ms. Wierzbicki said she thinks the study being done now does look at the demands that will come in addition to PTT. She said we know the systems and capacities that are in place and will need to see how they can interconnect to meet the needs of all. Mr. Jacoby will put the finishing touches on the draft MOU and then it will be submitted to the Prosecutor for review.

RECONVENED FRIDAY MARCH 4, 2016. Commissioners Favede and Coffland present. Commissioner Thomas, absent. No further business.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:15 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:15 a.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
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March 2, 2016

Mr. Coffland	Yes
Mr. Thomas	Absent

Read, approved and signed this 9th day of March, 2016.

Ginny Favede /s/_____

Mark A. Thomas /s/_____ COUNTY COMMISSIONERS

Matt Coffland /s/_____

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

Ginny Favede /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK