

St. Clairsville, Ohio

May 20, 2015

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 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 Mrs. Favede, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-Katherine Kelich	Reimburse travel mileage-Treasurer/General Fund	120.15
A-McGhee Office Supply	Supplies-Public Defender/General Fund	133.86
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	85.14
B-Cross Roads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	305.48
O-Huntington National Bank	Interest/Bond Retire. Engineer Bridge Retaining Wall Fund	35,178.75
S-BI	House monitoring fees/Northern Ct. General Special Projects Fund	574.47
S-BI	House monitoring fees/Eastern Ct. General Special Projects Fund	450.73
S-Cross Roads Counseling	Treatment services/Smart Ohio Pilot Grant	9,860.58

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for May 20, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$41,585.32
A-GENERAL/CORONER	\$1,243.14
A-GENERAL/MAGISTRATE	\$200.57
A-GENERAL/PROBATE COURT	\$1,853.16
A-GENERAL/RECORDER	7,509.86
A-GENERAL/SHERIFF	\$6,393.30
A-GENERAL/911	\$631.84
B-Dog Kennel	\$3,143.63
E-911	\$660.00
E-911 Wireless	\$59.00
H-Job & Family, CSEA	\$200.47
H-Job & Family, Public Assistance	\$206.80; \$30.50; \$195.62; \$25,990.99
H-Job & Family, WIA	\$2,871.72; \$6,665.97
K-Engineer MVGT	\$27,540.92
M-Juvenile Ct. – Placement I	\$21,332.40
M-Juvenile Ct. – Placement II	\$92.91
M-Juvenile Ct. Title IV-E Reimb.	\$1,297.00
N-2014 Water System Improvement Note	\$3,170.00
N-Capital Projects-Facilities	\$5,321.00
N-Capital Projects-Senior Centers	\$63,898.37
N-SSD#1 Capital Improvements	\$907.00
O-Bond Retirement-2000 Waterline Ext. Project	\$71,534.38
O-Bond Retirement-Force Main Ext Project	\$68,071.87
O-Bond Retirement-Jail Construction	\$10,000.00
O-Bond Retirement-2014 Refunding 97 Bond	\$37,550.00
O-Bond Retirement-2014 Refunding 92 Bond	\$8,412.50
O-Bond Retirement-SSD#2 Force Main	\$1,664,492.92
P-Sanitary Sewer District	\$58,599.28; \$107,812.26; \$20,965.75; \$132,657.92; 431.33; \$654.16
S-Certificate of Title Admn Fund	\$134.01
S-Clerk of Courts Computer Fund	\$6,718.20
S-District Detention Home	\$4,532.24
S-Job & Family, Children Services	\$2,807.96; \$1,316.99; \$35,312.01
S-Juvenile Ct. Computer Fund	\$45.36
S-Oakview Juvenile Residential Center	\$4,840.77
S-Probate Court Computer Fund	\$2,871.75
S-Senior Services	\$41,439.87
S-Sheriff Commissary	\$1,493.48
S-Western Ct. General Special Projects	\$352.22
T-CDBG	\$11,815.00
U-Sheriffs Reserve Account	\$893.99
W-Law Library	\$1,107.53

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:

M62 INTAKE COORDINATOR-JUVENILE COURT FUND

FROM	TO	AMOUNT
E-0400-M062-M02.000 Other Expenses	E-0400-M062-M03.002 Salary & Fringes	\$7,000.00

\$70 BELMONT COUNTY SENIOR PROGRAMS FUND/SSOBC

FROM	TO	AMOUNT
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E-5005-S070-S03.004 Workers Comp	E-5005-S070-S13.000 Unemployment Comp	\$ 19.53
S77 COMMUNITY-BASED CORRECTIONS ACT GRANT		
FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$ 130.60
T12 REVOLVING LOAN FUND		
FROM	TO	AMOUNT
E-9713-T012-T06.013 Contract Projects	E-9713-T012-T09.074 Transfers Out	\$5,000.00
<i>Needed for the transfer to T11 for engineering invoice.</i>		
W81 DRETAC-PROSECUTORS OFFICE		
FROM	TO	AMOUNT
E-1510-W081-P04.000 Other Expenses	E-1510-W081-P06.004 Workers Comp	\$ 238.06

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN LIFE INSURANCE

CHARGEBACKS FOR THE FOURTH QUARTER PERIOD: (MARCH, APRIL & MAY, 2015)

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Fort Dearborn Life Insurance Chargebacks for the Fourth Quarter (March, April & May, 2015.)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	2,033.08
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	0.00
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	43.35
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	58.68
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	76.50
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	170.85
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	291.40
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	7.65
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	15.30
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	48.45
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	3.84
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	183.60
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	53.55
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	41.00
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	130.66
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	25.77
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	34.20
E-3706-P055-P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	4.17
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.38
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	12.75
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	7.65
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	53.55
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	112.23
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	667.32
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	79.11
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	80.34
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	0.00
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	0.00
E-2231-F083-F01.002	PUBLIC HLTH EMERGENCY PREPAREDNESS	R-9891-Y091-Y05.500	0.00
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	0.00
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	0.00
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	45.90
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	33.15
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	7.65
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	7.65

E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	22.95
E-0400-M060-M75.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.30
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.30
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.30
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	5.10
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	2.55
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	0.00
E1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	7.65
Total amount this transfer			2,381.80

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated May 20, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

SENIOR SERVICES – Insurance Reimbursement: CK #3163774 \$9,120.00 from R&L Carriers deposited 05/15/15
 CK #3164542 \$ 118.00 from R&L Carriers deposited 05/15/15
CORSA Claim No. 060025740 DOL 12/16/14

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – William Marinacci and Jennifer Fietz to travel to Columbus, OH, on June 22-23, 2015, to attend SACWIS training. Estimated expenses: \$425.80.

Lisa Fijalkowski, Annette Witchey, and Joyce Bosold to travel to Marietta, OH, on June 30, 2015, to attend Quarterly Fraud Meeting. Vince Gianangeli to travel to Athens, OH, on June 17, 2015, to attend Quarterly Fiscal Meeting. Vince Gianangeli to travel to Mt. Sterling, OH, on June 18-19, 2015, to attend OJFSDA/PCSAO Joint Summer Exec. Meeting. Christine Parker, John LaRoche, Vince Gianangeli and Jim Kapolka to travel to Orlando, FL, on Sept. 29-Oct. 1, 2015, to attend National Adult Protective Services Conference. (Note this conference is covered by an \$8,000.00 grant.) Estimated expenses: \$8,876.70

ENGINEER – Engineer Fred Bennett, GIS Director Don Pickenpaugh, Drafting Technician II Rob Barr, Drafting Technician II Ruth Graham, and Drafting Technician II Dustin Reed to travel to Columbus, OH, on June 16, 2015, to attend CEAO 2015 Land Records Modernization Conference & Trade Show. Estimated expenses: \$160.00 each

JUVENILE COURT - Court Clerks Rebecca Gibson, Barb Gillespie, Amber Sikora, Linda Timko and Cheri Westlake to travel to Columbus, OH, on June 24-26, 2015, to attend the Juvenile Clerks Conference.

SENIOR SERVICES – Sue Hines and seniors to travel to Zanesville, OH, on June 4, 2015, for a senior center outing. Daisy Braun and seniors to travel to Pittsburgh, PA, on June 4, 2015, for a senior center outing. Mike McBride and seniors to travel to Steubenville, OH, on June 15, 2105, for a senior center outing. Valerie Forst and seniors to travel to Carrollton, OH, on June 18, 2015, for a senior center outing. Senior Centers of Belmont County to travel to Wheeling, WV, on June 23, 2015, for an outing. County vehicles will be used for all travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of April 8, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF
BUGALA ADDITION
FLUSHING TOWNSHIP, SEC 15, T-9, R-5

[Belmont Co. Commissioners
 [Courthouse
 [St. Clairsville, Ohio 43950
 [Date May 20, 2015

May 20, 2015

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Bugala Addition, Flushing Township Sec. 15, T-9, R-5, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

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To: Mindy Kay Wilson F.O., Flushing Township Trustees, 122 Northwest Street, Flushing, OH 43977

You are hereby notified that the 17th day of June, 2015, at 9:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/

Clerk of the Board

- Mail by certified return receipt requested
- cc: Flushing Township Trustees
Upon roll call the vote was as follows:

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

IN THE MATTER OF PLAT OF
PRESUTTI ESTATES (VETO DRIVE PRIVATE)
PULTNEY TOWNSHIP, SECS 2 & 8, T-6, R-3
PEASE TOWNSHIP, SEC 3, T-6, R-3

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date May 20, 2015

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Presutti Estates (Veto Drive-Private), Pultney Township Sections 2 & 8, T-6, R-3 and Pease Township Sec. 3, T-6, R-3, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

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To: Theresa Piazza F.O., Pease Township Trustees, 68256 Neola Ave., Bridgeport, OH 43912 and Nick Rocchio, F.O., Pultney Township Trustees, 56420 High Ridge Road, Bellaire, OH 43906

You are hereby notified that the 17th day of June, 2015, at 9:40 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/

Clerk of the Board

- Mail by certified return receipt requested
- cc: Pease Township Trustees
Pultney Township Trustees
Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH OHIO RIVER SYSTEM LLC, (FORMERLY REGENCY UTICA GAS GATHERING LLC)/OHIO RIVER VALLEY PIPELINE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Ohio River System LLC, (formerly Regency Utica Gas Gathering LLC) effective May 20, 2015, for the use of 0.352 miles of CR 10 (Barton Blaine Road) including County Bridge BEL-RIC-C0010-20220 for the purpose of ingress and egress for "Pipeline Activity" at the Ohio River Valley Pipeline.

Note: County Wide Bond 019044570 for \$2 million on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ohio River System LLC, former Regency Utica Gas Gathering LLC, whose mailing address is 101 West Third Street, Williamsport, PA 1770 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain right of way and field agreements and intends to construct, operate and maintain, THE OHIO RIVER VALLEY PIPELINE, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the THE OHIO RIVER VALLEY PIPELINE (hereafter collectively referred to as "Pipeline Activity") located in Colerain Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of **0.352 miles of CR 10 (Barton Blaine Road)** including County bridge BEL-RIC-C0010-20220 for the purpose of ingress to and egress from the pipeline facilities [OHIO RIVER VALLEY PIPELINE], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and

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

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A and Appendix B, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline Activity, prior to the start of Pipeline Activity. The areas 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 10 (Barton-Blaine Road)**, to be utilized by Operator hereunder, is that exclusive portion beginning at **a Regency Access Drive (0.352 miles North of the intersection with TR-436 Rehm Rd)** and ending at **the intersection with TR-436 Rehm Rd**. This portion of CR 10 (Barton Blaine Road) includes County bridge BEL-RIC-C0010-20220 to be utilized by the Operator. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 10 (Barton Blain Road) for any of its Pipeline Activities 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 Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall considered to be included in the County-Wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including 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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on May 20, 2015.
Executed in duplicate on the dates set forth below.

Authority

By: Matt Coffland /s/

County Commissioner

By: Mark A. Thomas /s/

Operator

By: Kevin Roberts /s/

Printed name: Kevin Roberts

County Commissioner	Ohio River System LLC By: Regency Gas Services LLO, sole member
By: <i>Ginny Favede /s/</i>	Company Name: By: Regency OLP GP LLC, general partner
County Commissioner	Title: Director
By: <i>Fred F. Bennett /s/</i>	
County Engineer	
Dated: 5-2-15	Dated: 24 April 2015
Approved as to Form: <i>David K. Liberati /s/</i> Assistant	
County Prosecutor	

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Maintain County Roads during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 3) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Pipeline Activities.
- 4) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 5) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740) 310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.
- 6) Operator has obtained a County-Wide Bon in the amount of \$2,000,000 (Two Million and 00/100 Dollars) for use of any County road. Bond Number 019044570 is on file at the County Engineer's Office.

Authority shall:

- 1) Provide for minor maintenance of the road during the Pipeline Activity for damages not caused by said Pipeline Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

Modification to RUMA:

- 1) Sections 2 and 3: After the roadway upgrade, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads prior to the upgrade.

Attachments:

- 1) Figure A – Map of Pipeline, RUMA Roadways, Access Points, and Pipeline Crossings.
- 2) Table A – County Access Routes and Utilized Bridges for the Ohio River System LLC Ohio River Valley Pipeline in Belmont Co., Ohio.
- 3) Oil and Gas Development Public Safety Coordination Form

Notes:

- 1) Roadway Videos and an Initial Road Condition Report will be provided to the Belmont County Engineer prior to roadway upgrades or pipeline construction, whichever occurs earlier.

Contacts:

Regency Energy Partners:

- 1) Tom M. Glisson (24-Hour Contact)
Senior Environmental Specialist
Cell: 412-491-7464
Office: 724-719-2884
Tom.Glisson@RegencyGas.com
- 2) John Ecker
Environmental Coordinator
Cell: 570-574-4076
Office: 570-505-3798
John.Ecker@RegencyGas.com
- 3) Russ Klase
Utica Operations Manager
Cell: 570-337-3729
Office: 724-916-4728 x 1007
Russ.Klase@RegencyGas.com
- 4) Brad Yarzebinski
Safety Specialist
Cell: 570-419-8724
Office: 570-505-3738
Bradley.Yarzebinski@RegencyGas.com

Stahl Sheaffer Engineering

- 1) Brian Hoffheins, P.E.
Project Manager
Cell: 570-971-0838
Bhoffheins@sse-llc.com

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC/OHIO RIVER VALLEY TRUNKLINE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, effective May 20, 2015, for the use of 2.897 miles of CR

4 (Glenns Run Road) including County Bridges BEL-PEA-C0004-2746, BEL-PEA-C0004-2645 & BEL-PEA-C0004-2556 for the purpose of ingress and egress for "Pipeline Activity" at the Ohio River Valley Trunkline.

Note: County Wide Bond 019044570 for \$2 million on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Regency Utica Gas Gathering LLC, whose mailing address is 400 Southpointe Boulevard, Plaza I, Suite 105, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain right of way and field agreements and intends to construct, operate and maintain, THE OHIO RIVER TRUNKLINE, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the THE OHIO RIVER TRUNKLINE (hereafter collectively referred to as "Pipeline Activity") located in Pease Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use **2.897 miles** of CR 4 (Glenns Run Road) including County bridges BEL-PEA-C0004-2746, (BEL-PEA-C0004-2645), and (BEL-C0004-2556) for the purpose of ingress to and egress from the pipeline facilities [OHIO RIVER TRUNKLINE], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and

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

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline Activity, prior to the start of Pipeline Activity. The areas 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:

5. The portion of **CR 4 (Glenns Run Road)**, to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection of SR 647** and ending at **the intersection of SR 7** excluding the section of roadway within the Martins Ferry Corporate Limits. This portion of CR 4 (Glenns Run Road) includes County Bridges BEL-PEA-C0004-2746, (BEL-PEA-C0004-2645), and (BEL-PEA-C0004-2556). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 4 (Glenns Run Road) for any of its Pipeline Activities hereunder.
6. 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 Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
7. 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 Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
8. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be considered to be included in the County-Wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

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

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including 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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

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

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

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

16. This Agreement shall be in effect on May 20, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: Matt Coffland /s/

County Commissioner

By: Mark A. Thomas /s/

County Commissioner

By: Ginny Favede /s/

County Commissioner

By: Fred F. Bennett /s/

County Engineer

Dated: 5-2-15

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Operator

By: Kevin Roberts /s/

Printed name: Kevin Roberts

By: REGENCY UTICA GAS GATHERING LLC

Company Name: By: Regency Gas Services LLP
sole member
By: Regency OLP GP LLC, general partner

Title: Director of Environmental

Dated: 17 July 2014

Appendix A

Operator shall:

- 7) Provide for videotaping of the route prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 8) Maintain County Roads during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 9) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Pipeline Activities.
- 10) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 11) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740) 310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.
- 12) Operator has obtained a County-Wide Bon in the amount of \$2,000,000 (Two Million and 00/100 Dollars) for use of any County road. Bond Number 019044570 is on file at the County Engineer's Office.

Authority shall:

- 3) Provide for minor maintenance of the road during the Pipeline Activity for damages not caused by said Pipeline Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 4) Provide for maintenance of the roadway and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

Modification to RUMA:

- 2) Sections 2 and 3: After the roadway upgrade, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads prior to the upgrade.

Attachments:

- 4) Figure A – Map of Pipeline, RUMA Roadways, Access Points, and Pipeline Crossings.
- 5) Table A – County Access Routes and Utilized Bridges for the Ohio River System LLC Ohio River Valley Pipeline in Belmont Co., Ohio.
- 6) Oil and Gas Development Public Safety Coordination Form

Notes:

- 2) Roadway Videos and an Initial Road Condition Report will be provided to the Belmont County Engineer prior to roadway upgrades or pipeline construction, whichever occurs earlier.

Contacts:

Regency Energy Partners:

- 5) Tom M. Glisson (24-Hour Contact)
Senior Environmental Specialist
Cell: 412-491-7464
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Stahl Sheaffer Engineering

2) Brian Hoffheins, P.E.
Project Manager
Cell: 570-971-0838
Bhoffheins@sse-llc.com

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF GARRETT HART AS A SUMMER STUDENT EMPLOYEE FOR THE BCSSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Garrett Hart as a summer student employee for the Belmont County Sanitary Sewer District at the rate of \$8.10 per hour (minimum wage), beginning Tuesday, May 26, 2015, to be paid by the District.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING OF A SUBORDINATION OF MORTGAGE REQUEST IN REGARD TO PROPERTY OWNED BY ROBERT K. GRIMMETT SR. AND BEVERLY J. GRIMMETT/BELOMAR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize the signing of a Subordination of Mortgage request in the amount of \$73,300.00 in regard to property owned by Robert K. Grimmatt, Sr. and Beverly J. Grimmatt based upon the recommendation of Rick Healy, Belomar Regional Council.

Note: Former CHIP grant recipients that are refinancing.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that The Huntington National Bank, 7275 Huntington Park Drive, Columbus, OH 43225 shall loan the sum of **\$73,300.00 to Robert K. Grimmatt Sr. and Beverly J. Grimmatt**, married, of 413 Bennett Street, Bridgeport, Ohio, upon the security of a mortgage recorded in Official Record Volume ____, Pages ____, upon the following real property:
See Attached Exhibit A.

The undersigned, Matt Coffland, Ginny Favede and Mark A. Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said The Huntington National Bank, 7275 Huntington Park Drive, Columbus, OH 43235, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of mortgages thereon, dated August 26, 2011 executed and delivered to the Belmont County Recorder, by said **Robert K. Grimmatt Sr. and Beverly J. Grimmatt**, and recorded in Volume 0287, at Pages 303-305, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages The Huntington National Bank, is now the owner and holder.
Matt Coffland, Ginny Favede, and Mark A. Thomas, Belmont County Commissioners, have caused their names to be subscribed hereto this 20th day of May, 2015.

Belmont County Commissioners:
By: Matt Coffland /s/
Ginny Favede
Ginny Favede /s/
Matt Coffland
Mark A. Thomas /s/
Mark A. Thomas

LEGAL DESCRIPTION
EXHIBIT A

Situated in the Village of Bridgeport, County of Belmont and State of Ohio, and being known as and being Lot Numbered Two Hundred Ninety Six (296) and a strip of land of the uniform width of 1.60 feet off the entirely westerly side of Lot Two Hundred Ninety Five (295) as the same is shown and designated on the recorded plat of that part of the said Village of Bridgeport known as Kirkwood. Cab. B Slide 74 (The above tract being 52.00 feet in width and 100.90 feet in length, containing 5,246.90 Square feet, more or less.)
Auditor's Parcel #22-01092.

Property Address: 413 Bennett Street
Bridgeport, OH 43912

Prior Instrument Reference: Volume 791, Page 518

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR TIFFANIE M. PATTON/BELOMAR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Tiffanie M. Patton for the following mortgage deeds recorded in the Belmont County Recorder's Office, based upon the recommendation of Rick Healy, Belomar Regional Council:

<u>DEED DATE</u>	<u>VOLUME AND PAGE</u>
January 29, 2009	Volume 0176, pages 978-981

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated January 29, 2009 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0176 at pages 978-98, and executed by Tiffanie M Patton, unmarried to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property;

5/20/15 Belmont County Commissioners
Date

By: Matt Coffland /s/
Matt Coffland, President
Ginny Favede /s/
Ginny Favede
Mark A Thomas
Mark Thomas

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated June 24, 2009 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0194 at pages 932-934 and executed by Tiffanie M Patton, unmarried to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property;

5/20/15 Belmont County Commissioners
Date

By: Matt Coffland /s/
Matt Coffland, President
Ginny Favede /s/
Ginny Favede
Mark A Thomas
Mark Thomas

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 SIGN THE JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the **Juvenile Court Grant Agreement and Funding Application** between the Ohio Department of Youth Services and Belmont County Juvenile Court for fiscal year 2016 in the amount of \$160,378.17.

**OHIO DEPARTMENT OF YOUTH SERVICES
JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION
(Submit original to the Bureau of Subsidies & Grants by June 1, 2015)**

This Grant Agreement and Funding Application is made and entered into by and between the State of Ohio, Department of Youth Services (herein referred to as "Department"), and the Belmont County Board of County Commissioners (herein referred to as "County") on behalf of the Belmont County Juvenile Court (herein referred to as "Juvenile Court"). The Department will provide the base and variable allocations for each fiscal year for the biennial period beginning July 1, 2015, and ending June 30, 2017, subject to the terms and conditions of this agreement.

TERMS AND CONDITIONS

Eligibility

This Grant Agreement and Funding Application must be signed by the Administrative Judge and President of the County Commissioners or County Executive. A copy must be submitted to the local Ohio Family and Children First Council. The program shall include a method of assuring equal access for minority youth to the programs, care, and services provided through this grant.

Program Performance:

- 1) The Juvenile Court agrees to provide prevention, treatment and rehabilitation programs for alleged or adjudicated unruly and delinquent children or children at risk of becoming unruly and delinquent children, inclusive of alternatives to commitment of youth to the Department.
- 2) The Juvenile Court agrees to provide early intervention, treatment and rehabilitation programs for youth adjudicated delinquent, unruly, or juvenile traffic offenders as outlined in this Agreement.
- 3) The Juvenile Court agrees to develop effective programs for youth which preserve their rights and dignity. Program activities must be safe, productive, humane, and adequately supervised.
- 4) The Juvenile Court agrees to refer to the Standard Program Areas included with this Agreement when developing programs. If a court wishes to develop a program not found in the Standard Program Areas, it shall contact the Bureau of Subsidies and Grants to request that a new Standard Program Area be created.
- 5) If funds are used to place youth in a detention facility or community rehabilitation center the facility must meet the Ohio Department of Youth Services Standards for Detention Centers or Standards for Community Residential Centers, or be accredited by the American Correctional Association, or adhere to OJDPA standards
- 6) If funds are used to place youth in a community corrections facility, the facility must meet the Ohio Department of Youth Services Standards for Community Residential Centers.
- 7) If funds are used to provide out of home placement of youth in a facility other than those identified in (5) or (6) above, the facility must be certified by a state agency with certification, licensure, or approval authority, including, but not limited to, the Department of Youth Services, Department of Job and Family Services, Department of Education, Department of Mental Health, or Department of Mental Retardation and Developmental Disabilities, or be accredited by the American Correctional Association.
- 8) The Juvenile Court agrees to participate in any program and fiscal monitoring conducted by or on behalf of the Department.
- 9) The Juvenile Court agrees to monitor and evaluate all programs funded through this grant.
- 10) If the Juvenile Court fails to submit the required data reporting forms or other documentation, the Department shall not make base or variable allocation payments to the county until the required information is received.
- 11) If a variable allocation payment is withheld due to failure to submit required reports and those reports are not submitted within 180 days of the due date, then the payment shall not be made to the county.
- 12) The Juvenile Court shall complete and submit with the Funding Application the individual Program Performance Measures in Attachment B of this Agreement.
- 13) Describe the methods employed to ensure equal access of minority youth to grant programs:

- 14) First Year (FY 2016) Goals:
 - a) Projected number of admissions to DYS in FY 2016: _____
 - b) Projected number of admissions to a CCF in FY 2016: _____

Fiscal Accountability:

1. The Juvenile Court shall complete Attachment A of this Agreement.
2. Funds shall be used only for the provision of direct services to youth and for administrative costs associated with the direct services provided.
3. Administrative costs charged to a program are limited to those essential to the administration of the program; indirect costs charged by the county are unallowable within the grant.
4. Funds shall be deposited into the county Felony Delinquent Care and Custody Fund.
5. Funds received by the Juvenile Court shall not be commingled with any other funds.
6. All expenditures must be directly related to the approved programs identified in this Agreement.
7. The Juvenile Court shall maintain files on all contracts funded with grant funds, which shall be made available to DYS upon request.
8. Funds shall not be used for capital construction projects in a total amount exceeding 15% of the base allocation for the current fiscal year. No variable funds may be used for capital construction projects.
9. If any cash balance exists at the end of the state fiscal year, it shall be carried over into the next fiscal year within the Felony Delinquent Care and Custody Fund and shall not be reverted to the county's general fund.
10. Funds shall be in addition to, and shall not be used to reduce, any usual annual increase in county funding that the Juvenile Court is eligible to receive, or the current level of county funding of the Juvenile Court, and of any programs or services for delinquent children, unruly children, juvenile traffic offenders, or non-adjudicated youth supported by county moneys.
11. Funds shall be in addition to, and shall not be used to supplant, any existing county funds.
12. Reimbursement for training and travel costs is limited to that which relates to court services to youth. Records for these expenses shall be maintained.
13. Should a county employee be employed and paid by the subsidy grant in addition to his/her full time job, the work must be performed on the employee's own time outside of his/her core hours for the other job and compensation must be reasonable and consistent with fair market value. Hours worked for both jobs must be clearly documented.
14. Overtime premiums paid to court employees must be prorated among the various activities of the employee and may not be charged exclusively to grant funds unless the employee works full time on the grant. Overtime rates can be paid only if, and in proportion to the time, the employee worked on the grant during the relevant time period.
15. At the time of separation from employment, the Department will only recognize accrued vacation/sick leave expense liability in proportion to the percentage of the employment period during which the employee was employed in programs funded by the grant and paid from grant funds, pursuant to statutory and county policy limits.
16. All obligations must be incurred by June 30th of each State Fiscal Year and liquidated by September 30th of the following State Fiscal Year, excepting unemployment and worker's compensation expenses. Grant Agreement FY 2016-2017 4
17. Expenditures shall not exceed an approved program or approved program line item by twenty percent or five thousand dollars, whichever is less. An amendment must be submitted for the Department's prior approval for any expense which would exceed these limits or which would alter the nature of the program.
18. Up to one thousand dollars may be moved between or within programs into an approved program line item. In such cases, the court shall submit amended budget forms to the Department. Transfers of more than one thousand dollars require that an amendment be submitted to the Department for approval prior to the transfer of funds.
19. Cost of equipment, property, services or any other budgeted items must be at fair market value, or that which would be paid by a prudent buyer in a given community.
20. All purchases are subject to county purchasing policies and procedures, except that purchases of direct service for youth do not have to be competitively bid. If no county purchasing procedures exist, state purchasing procedures as outlined in the Ohio Revised Code shall be followed.
21. Proper inventory schedules must be maintained for all equipment purchased with grant funds, including the following information for all equipment: number, purchase price, date of acquisition, vendor, condition and location.
22. County-established guidelines will be used for the salvage of unusable, damaged, and/or non-repairable equipment taken out of the juvenile court or programs funded by the grant. If no county guidelines exist, state guidelines shall be followed.
23. The Department shall suspend funding to a Subsidy Grant funded program if it finds failure to comply with the Ohio Revised Code or administrative rules promulgated by the Department.

Audits and Monitoring

1. The Juvenile Court shall submit tracking forms, statistical information and other reports on forms and according to the time frame established by the Department.
2. The Juvenile Court shall maintain records as needed to allow the Department or its designee to conduct program monitoring and evaluation.
3. The Juvenile Court shall, in writing, request the Auditor of State to perform additional procedures as part of the audit performed under Section 117.11 of the Ohio Revised Code, and shall provide a copy of applicable sections of the audit report to the Department upon request. The cost of performing the additional audit procedures shall be paid from the Felony Delinquent Care and Custody Fund. The scope of the additional procedures shall include legal compliance with Sections 5139.34 and 5139.43 of the Ohio Revised Code and Chapter 5139-67 of the Ohio Administrative Code, and examination of revenues and expenditures, cash balance, outstanding obligations and internal controls.
4. The Department may perform an audit of the county Felony Delinquency Care and Custody Fund. When a county is selected for audit, the Department will perform an audit of the fiscal records in accordance with generally accepted auditing standards, including such tests of the funding records and such auditing procedures considered necessary under the circumstances. The scope of the audit will encompass, but may not be limited to, an examination of the financial transactions, funds and reports pertaining to the approved programs and an evaluation of compliance with the established rules and Grant Agreement.
5. Upon completion of the audit examinations, the Department shall issue an audit report which shall include a statement regarding the expenditures of funds and compliance with applicable regulations and the Grant Agreement, and with approved program amendments.
6. Within one hundred twenty (120) days of the date the Department conducts an audit, the Department shall, in writing, notify the Administrative Juvenile Judge of its intention to take exception to any of the actual costs therein reported. The County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within forty-five (45) days unless an appeal of the exception is filed.
7. If, within forty-five (45) days of the date of the Department's notification to take exception, the Administrative Juvenile Judge or Board of County Commissioners does not file with the Department a request for appeal, the action proposed in the Department's notification shall be final and binding. If an appeal is filed, the Director of the Department shall notify the juvenile court regarding the decision of the appeal within forty-five (45) days from its receipt. The actions proposed in the Department's notifications may be made final and binding before the expiration of the forty-five days within which the county may appeal if the Administrative Juvenile Judge and the Board of County Commissioners waive, in writing, the provisions of this paragraph. If the determination is made that the appeal of the exception is denied, the County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within thirty (30) days of notification of the appeal decision.
8. If the County Fiscal Agent fails to repay the amount of the exception as provided in numbers (6) and/or (7) above, the amount will be deducted from the Juvenile Court's future base or variable payments.
9. The Juvenile Court shall, with reasonable advance notice, provide the Department or its designee with access to records, including any or all documents related to the Felony Delinquent Care and Custody Fund.
10. The Juvenile Court shall maintain accurate, legible and current fund records which indicate all income and expenditures related to the Felony Delinquent Care and Custody Fund.
11. The Juvenile Court shall support all income and expenditures with documentation to provide a clear audit trail for every transaction.
12. The Juvenile Court shall maintain all records related to this Agreement until the Department has accepted a final closing expenditures report for the last year for which the record documents or supports a cost or expenditure, or for three years, whichever is longer.

Certification of Program Compliance and Non-Supplanting of Funds:

Mr. Coffland Yes
Mr. Thomas Yes

**IN THE MATTER OF APPROVING AND AUTHORIZING
COMMISSION PRESIDENT TO SIGN THE RELEASE OF
OHIO VALLEY MALL CO. WATERLINE EASEMENT
ON BEHALF OF BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Release of Easement on behalf of the Belmont County Sanitary Sewer District in reference to that certain easement for the installation and connection of a water line granted in the Easement recorded at Volume 593, Page 27 of the Belmont County, Ohio Deed Records for the following property:

Ohio Valley Mall Company 0.009 acre waterline easement to be vacated

RELEASE OF EASEMENT

Belmont County Sanitary Sewer District, whose address is 68325 Bannock Road, St. Clairsville, Ohio 43950, for valuable consideration paid, releases, quit claims and fully discharges from the real estate described in Exhibit A attached hereto that certain easement for the installation and connection of a water line granted in the Easement recorded at Volume 593, Page 27 of the Belmont County, Ohio Deed Records, and being more specifically described and depicted in Exhibit B.

Belmont County Sanitary Sewer District
By: Mark A. Thomas /s/
Its: President
Belmont County Board of Commissioners

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 SIGN THE RELEASE OF
CPX STC ES, LLC WATERLINE EASEMENT ON BEHALF OF BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Release of Easement on behalf of the Belmont County Sanitary Sewer District in reference to that certain easement for the installation and connection of a water line granted in the Easement recorded at Volume 593, Page 27 of the Belmont County, Ohio Deed Records for the following property:

CPX STC ES, LLC 0.074 acre waterline easement to be vacated

RELEASE OF EASEMENT

Belmont County Sanitary Sewer District, whose address is 68325 Bannock Road, St. Clairsville, Ohio 43950, for valuable consideration paid, releases, quit claims and fully discharges from the real estate described in Exhibit A attached hereto that certain easement for the installation and connection of a water line granted in the Easement recorded at Volume 593, Page 27 of the Belmont County, Ohio Deed Records, and being more specifically described in Exhibit B and depicted in Exhibit C.

Belmont County Sanitary Sewer District
By: Mark A. Thomas /s/
Its: President
Belmont County Board of Commissioners

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER
NO. 1 FROM ERB ELECTRIC CO./COURTHOUSE
ELEVATOR MODERNIZATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order Number 1 from Erb Electric Company in the amount of \$3,900.00 for additional work on the existing fire alarm circuits as part of the Courthouse elevator modernization project.

**ERB Electric Company
500 Hall Street, Suite 1
Bridgeport, OH 43912**

**WV: (304) 233-0161
OH: (740) 633-5055
FAX: (740) 633-5127**

WV Contractor's License WV0003498

May 19 2015
RE: Elevator Modernization Project CO #1
Barb Blake
Belmont County Courthouse
Dear Barb,

As per your request I have priced relocating all of the existing fire Alarm circuits into the new panel that was installed for the new elevator. This will include replacing all existing devices with new and pulling new fire alarm wire as needed. We will replace the existing horns with horn strobes and all pull stations will be replaced. This will eliminate the need for the outdated fire alarm panel. This will not bring the building up to code but will be better and more reliable. Please refer to this as Change Order #1.

Total cost for this change \$3,900.00
If you have any questions please feel free to call
Thank you,
Randy Biehl
Estimator/Project Manager
Erb Electric Company

Date Approved: 05/20/15
Matt Coffland /s/
Mark A. Thomas /s/
Ginny Favede /s/
BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Richard Hord inquired as to if there was anything encouraging from the boards’ meetings in Las Vegas. Mr. Thomas commended his colleagues for their efforts. He said on Sunday and Monday the board attended what is the largest retail/real estate convention in the United States, called RECON. They met with the lead officials with the Cafaro Company a number of times to help solidify that relationship. They talked about the current state of the mall, but more importantly the future of the mall, which Mr. Thomas noted was very encouraging. They also met with a representative from the Equity Company whose local office is based in Columbus. This is the company that is building the St. Clair Commons project behind Lowe’s. The board brought Equity and the Cafaro Company together to meet each other and talk about each’s projects on the south and north sides of I-70. The three Commissioners met with dozens of companies, some very informally, and some formally. There were 34,000 attendees at this convention. Commissioner Favede took the lead with the creation of Belmont County brochures that were passed out to employers, prospective businesses, etc. Mr. Thomas stated Belmont County is more on the map this year than last year. Follow up contact letters will now be sent.

Mrs. Favede said, “I think it’s exciting because the oil and gas activity has created a sense of hope in the area here, but also nationally because companies when they make the decision to build or to relocate, they’re looking at projections and what can they earn by locating here. With the added bonus an of ethane cracker potentially being located here, it almost sets the perfect forum, if you will, because now you have the activity plus the promise potentially of greater development down the road.” She noted things look very, very promising for our county and we have statistics to show that our traffic count has gone up, our population has gone up and so everything is positive.

Mr. Coffland advised this was his 6th year at RECON. He’s built great relationships. We are one of the few government entities that go and works the room like this board does. He added that they stopped at Chipotle booth (who have recently opened at the Ohio Valley Mall area) to just say hi. When Matt introduced himself and showed them where he was from, they smiled and said it is unbelievable what is going on in Belmont County. He asked them to spread the word to other businesses about what is going on in our county and what they are missing out on. Mr. Thomas concluded by stating, “There is nothing better than face to face relationships, especially when you are trying to forge new ones.”

9:30 Cystic Fibrosis Awareness Month Proclamation

Present were Brandi Dojack and her son Austin who thanked the board for their support. Brandi said she was diagnosed at birth. Her day is filled with many breathing treatments and enzyme pills in her daily fight of this disease. Progress is being made with new drugs for treatment in improving pulmonary functions. This is an inherited disease. Brandi’s goal is to create awareness.

**IN THE MATTER OF ADOPTING THE PROCLAMATION
HONORING NATIONAL CYSTIC FIBROSIS AWARENESS MONTH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation honoring National Cystic Fibrosis Awareness Month.

***PROCLAMATION
HONORING***

NATIONAL CYSTIC FIBROSIS AWARENESS MONTH

WHEREAS, cystic fibrosis is depicted by chronic lung infections and digestive disorders and is a fatal disease of the lungs; and
WHEREAS, there is no known cure for cystic fibrosis which is one of the most common life-threatening genetic diseases in the United States; and
WHEREAS, nearly 30,000 people in the United States have cystic fibrosis, with many being children.
WHEREAS, with 1 of every 3,500 babies born in the United States having cystic fibrosis, newborn screenings provide a much needed benefit for early diagnosis and treatment, thus, improving the health and longevity of those found to have this disease; and
WHEREAS, immediate, aggressive treatment of the symptoms of cystic fibrosis may extend the lives of people suffering the effects of this disease.
NOW, THEREFORE, the Board of Commissioners of Belmont County, Ohio does hereby proclaim May, 2015 as National Cystic Fibrosis Awareness Month to help promote awareness of cystic fibrosis and show support of research in efforts to control and/or cure this disease.
Adopted this 20th day of May, 2015.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM continued – Bill Dorsch from the Lansing Senior Center thanked the board for what they have done so far, but noted some problems. He wanted to know when meals would start and he’s unhappy that they only have a part-time center director. Commissioner Favede emailed staff at Senior Services to try to get some answers. Mr. Thomas said the board would get answers and it sounds like there needs to be better communication. This is a work in progress. Mr. Dorsch also inquired about use of a car for the center.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:46 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Angela Hatfield, Director, Belmont County Animal Shelter, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of a county 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 10:33 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION
OF ASHLEY FERDA AS THE ASSISTANT DOG WARDEN**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of Ashley Ferda as the Assistant Dog Warden effective May 14, 2015.

Note: Ms. Ferda will retain her position as kennel staff at the rate of \$8.45 per hour, effective May 17, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING JOE COE
AS ASSISTANT DOG WARDEN**

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Joe Coe as Assistant Dog Warden at the rate of \$10.00 per hour effective pay period beginning May 17, 2015.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM continued – John Henthorn of Barton said he talked with the County Engineer. Two years ago he had brought to the board a proposal to increase the license fees and it was voted down. He noted the roads have not gotten any better and he has asked the Engineer to come again before the Commissioners and to look at the possibility of that again. Mrs. Favede noted that at that time the County Engineer would not guarantee that that money would specifically be used for roads, hence her decision that she voted no. Also residents were firmly against this. She stated the board has discussed with Mr. Bennett on more than one occasion the potential of a road levy which by law would only be able to be used for roads. The new Deputy Engineer, Terry Lively, comes from an area where they had a successful road levy and we have an opportunity to see a levy pass that would provide for the roads to be fixed now and in the future. Mr. Thomas stated we are in the inception of putting together a formal plan about how to possibly supplement how road funding takes place. While it's not our position to fund the roads, we are taking up that cause and will present a formal plan to the Engineer. Mr. Thomas added, "It is unfortunate that we have to take the lead on an issue that under the law is not ours to address."

Note: Commissioner Coffland stepped out for another meeting.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:50 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to adjourn the meeting at 11:50 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 27th day of May, 2015.

_____ COUNTY COMMISSIONERS

We, Mark 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