

St. Clairsville, Ohio

June 3, 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-AT&T	Phone-Public Defender/General Fund	154.23
A-Erb Electric Co., Inc.	Electrical upgrade to Jury Room-Common Pleas Ct./General Fund	4,600.00
A & K-Ohio AFSCME Care Plan	Dental coverage/General and Engineer MVGT Funds	1,020.00
A-Robert W. Quirk	Reimburse mileage to seminar-Public Defender/General Fund	112.50
A-Times Leader	Jury pull-Clerk of Courts/General Fund	43.50
B-Cross Roads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	212.39
S-AT&T	Internet/Eastern Ct. General Special Projects Fund	32.98
S-AT&T	Internet/Northern Ct. General Special Projects Fund	46.90
S-McGhee Office Plus	File folders/Clerk of Courts Computer Fund	4,023.00
S-TSG	Offsite backup/Eastern Div. Court Computer Fund	94.20
S-TSG	Data backup & vaulting/Northern Div. Ct. Computer Fund	152.62
Y-Shelly & Sands, Inc.	Eng. Proj. 14-4 N. 26 <sup>th</sup> St., Road Paving/Issue 2 Match Fund	253.50

**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 June 3, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$64,972.37
A-GENERAL/AUDITOR	\$3,253.46
A-GENERAL/CLERK OF COURTS	\$208.73
A-GENERAL/EMA	\$333.86
A-GENERAL/PROBATE	\$25.08
A-GENERAL/RECORDER	\$8,219.81
A-GENERAL/SHERIFF	\$7,893.89
A-GENERAL/911	\$2,547.98
B-Dog Kennel	\$13,169.87
E-911 Wireless	\$252.83
G-Lodging Excise Tax	\$28,500.00
H-Job & Family, CSEA	\$2,240.08
H-Job & Family, Public Assistance	\$15.00; \$730.34; \$17,953.47
H-Job & Family, WIA	\$3,238.18; \$313.00
H-Job & Family, WIA Area 16	\$179,118.41
J-Real Estate Assessment	\$1,503.33
K-Engineer MVGT	\$85,722.81
M-Juvenile Ct. – Placement I	\$700.00
M-Juvenile Ct. – Placement II	\$48.00
M-Juvenile Ct. – Title IV-E Reimb.	\$209.89
N-Capital Projects-Facilities	\$22,993.91
P-Oakview Admn Bldg.	\$1,692.50
S-Certificate of Title Admn Fund	\$73.17
S-District Detention Home	\$16,316.78
S-Job & Family, Children Services	\$3,644.45; \$27,305.00
S-Juvenile Ct. Computer Fund	\$214.80
S-Probate Ct. Computer Fund	\$205.00
S-Senior Services	\$22,489.96
S-Sheriff Commissary	\$2,919.48
U-Sheriff's Reserve Account	\$5,973.59
W-CEBCO Wellness Grant	\$479.79

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:

**BCSSD/VARIOUS FUNDS**

FROM	TO	AMOUNT
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P25.000 Purchased Water	\$55,000.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P07.011 Contract Services	\$93,000.00
E-3706-P055-P05.000 Materials	E-3706-P055-P07.011 Contract Services	\$ 1,200.00

**S77 COMMUNITY-BASED CORRECTIONS ACT GRANT**

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$7.65

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**  
**FOR THE CAPITAL PROJECTS-FACILITIES FUND/N29**

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 2, 2015:

E-9029-N029-N02.055 Courthouse Bldg. Repair \$50,000.00

*Estimated amount needed for Common Pleas/Judge Vavra's renovations.*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	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** – Michael Schlantz to travel to Benwood, WV, on May 29, 2015, to attend Murray Energy Rapid Response Meeting, and to Moundsville, WV, on June 3, 2015, to attend Murray Energy Rapid Response Meeting. Estimated expenses: \$48.15

Michael Schlantz to travel to Cadiz, OH, on June 4, 2015, to attend Youth Council Meeting and to Cadiz, OH, on June 12, 2015, to attend COG Meeting. Estimated expenses: \$12.00

**SENIOR SERVICES** – Tish Kinney and seniors to travel to Rogers, OH, on June 5, 2015, and to Wheeling, WV, on June 22, 2015, for senior center outings. Linda Wells and seniors to travel to Rogers, OH, on June 5, 2015, and to Cadiz, OH, on June 30, 2015, for senior center outings. Donna Steadman and seniors to travel to Washington, PA, on June 18, 2015, and to Moundsville, WV, on June 4, 9, 16, & 30, 2015 for senior center outings.

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 15, 2015.

Upon roll call the vote was as follows:

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

**Announcement: The Belmont County Commissioners are accepting applications for a position on the Belmont County Public Defender Commission. Interested parties may contact our office at [740-699-2155](tel:740-699-2155) to request an application.**

**IN THE MATTER OF AWARDING THE BID FOR ENGINEER PROJECT 15-2 APPLYING LIQUID BITUMINOUS MATERIAL FOR DUST CONTROL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for Belmont County Engineer Project 15-2, Applying Liquid Bituminous Material for dust control on various county highways to the low bidder, The Lash Paving Company, in the amount of \$188,575.00, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING THE BID FOR THE ENGINEER'S PROJECT 15-3, BRIDGE REPLACEMENT PROJECT (BARTON-BLAINE RD) TO OHIO-WEST VIRGINIA EXCAVATING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for Belmont County Engineer Project 15-3, BEL-CR10-20.22 Bridge Replacement (Barton-Blaine Rd) to the low bidder, Ohio-West Virginia Excavating, in the amount of \$ 948,283.00, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENTS FOR PIPELINE CONSTRUCTION PROJECT WITH TEXAS EASTERN TRANSMISSION/CATS RUN ROAD & BLAIN-BARTON ROAD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use Maintenance Agreements for Pipeline Construction Projects** with Texas Eastern Transmission, LP effective June 3, 2015 for the purpose of ingress and egress for "Pipeline Activity" at the following sites:

1. 0.46 miles of County Road 56 (Cats Run Road).
2. 2.06 miles of County Road 10 (Blain-Barton Road).

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

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE CONSTRUCTION PROJECT**

**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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

**WHEREAS**, Operator intends to use approximately 0.46 miles of County Road 56 (CR 56, Cats Run Road) for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes if mutually agreed to be necessary for the Pipeline Activity, prior to the start of Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. Those portions of the Designated Haul Routes 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.
2. 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.
3. 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.
4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul Routes, 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
  - 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
12. 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.
13. Agreement shall be governed by the laws of the State of Ohio.
14. This Agreement shall be in effect as of the date of the last signature hereto. \_\_\_\_\_  
Executed in duplicate on the dates set forth below.

**Authority**

**Operator: Texas Eastern Transmission, LP**  
**By: Spectra Energy Transmission Services, LLC**  
**Its General Partner**

By: *Ginny Favede /s/*  
\_\_\_\_\_  
Commissioner/Trustee

By: *Tina Faraca /s/*  
\_\_\_\_\_

By: *Matt Coffland /s/*  
\_\_\_\_\_  
Commissioner/Trustee

Printed name: Tina Faraca  
\_\_\_\_\_

By: *Mark A. Thomas /s/*  
\_\_\_\_\_  
Commissioner/Trustee

Company Name:  
\_\_\_\_\_

By: *Fred F. Bennett /s/*

Title: Vice President

County Engineer

Dated: 6/3/2015

Dated: 5/19/2015

Approved as to Form:  
*David K. Liberati /s/* 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) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Pipeline Activity.
- 3) Upgrade the Designated Haul Routes in accordance with the attached plans and/or county standards.
- 4) Maintain the Designated Haul Routes during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 5) Reimburse the Authority for minor maintenance of the Designated Haul Routes 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.
- 6) 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.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740) 310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

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.

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FOR PIPELINE CONSTRUCTION PROJECT**

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**RECITALS**

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

**WHEREAS**, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

**WHEREAS**, Operator intends to use approximately 2.06 miles of County Road 10 (CR 10, Blain-Barton Road) for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes if mutually agreed to be necessary for the Pipeline Activity, prior to the start of Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
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5. 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.
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  8. 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.
  9. 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.
  10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
  11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
  12. 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.
  13. Agreement shall be governed by the laws of the State of Ohio.
  14. This Agreement shall be in effect as of the date of the last signature hereto. \_\_\_\_\_  
Executed in duplicate on the dates set forth below.

**Authority**

**Operator: Texas Eastern Transmission, LP**  
**By: Spectra Energy Transmission Services, LLC**  
**Its General Partner**

By: *Ginny Favede /s/*

By: *Tina Faraca /s/*

Commissioner/Trustee

By: *Matt Coffland /s/*

Printed name: Tina Faraca

Commissioner/Trustee

By: *Mark A. Thomas /s/*

Company Name:

Commissioner/Trustee

By: *Fred F. Bennett /s/*

Title: Vice President

County Engineer

Dated: 6/3/2015

Dated: 5/19/2015

Approved as to Form:  
*David K. Liberati /s/* Assistant

County Prosecutor

**Appendix A**

Operator shall:

- 8) 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.
- 9) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Pipeline Activity.
- 10) Upgrade the Designated Haul Routes in accordance with the attached plans and/or county standards.
- 11) Maintain the Designated Haul Routes during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 12) Reimburse the Authority for minor maintenance of the Designated Haul Routes 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.
- 13) 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.
- 14) 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.

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.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AN INCREASE TO WATER AND SEWER RATES FOR RESIDENTIAL**

**AND COMMERCIAL CUSTOMERS WITH THE BELMONT CO. SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following increase to water and sewer rates for residential and commercial customers within the Belmont County Sanitary Sewer District effective with the July 2015 billing, based upon the recommendation of Mark Esposito, Director:

**Proposed Rate Increases For Water Districts**

**WWS#2 & WWS#3**

<b>Current</b>		<b>Proposed Increase</b>	
\$13.50 Minimum		\$15.50 Minimum (\$2.00 Increase)	
First 3,000 gallons	\$4.50/1,000	First 3,000 gallons	\$5.166/1,000
Next 7,000 gallons	\$4.40/1,000	Next 7,000 gallons	\$5.066/1,000
Next 20,000 gallons	\$3.95/1,000	Next 20,000 gallons	\$4.616/1,000
All Over 30,000 gallons	\$3.70/1,000	All Over 30,000 gallons	\$4.366/1,000

<b>Monthly Increase</b>		<b>History of Rate Increases</b>	
WWS#2	\$10,332.82	Effective June 1991	\$11.25 Minimum
WWS#3	\$24,379.98	Effective June 2011	\$12.30 Minimum (\$1.05 Increase)
Total	\$34,712.80	Effective June 3013	\$13.50 Current Minimum (\$1.20 Increase)

**WWS#3 Kinsman; 1987/2000 Water Lines; Deep Run; Mt. Victory**

<b>Current</b>		<b>Proposed Increase</b>	
\$22.35 Minimum		\$23.40 Minimum (\$1.05 Increase)	
First 3,000 gallons	\$7.45/1,000	First 3,000 gallons	\$7.80/1,000
Next 7,000 gallons	\$4.95/1,000	Next 7,000 gallons	\$5.30/1,000
Next 20,000 gallons	\$3.65/1,000	Next 20,000 gallons	\$4.00/1,000
All Over 30,000 gallons	\$3.25/1,000	All Over 30,000 gallons	\$3.60/1,000

<b>Monthly Increase</b>		<b>History of Rate Increases</b>	
\$2,647.82		Effective June 1991	\$20.75 Minimum
		Effective June 2011	\$21.75 Minimum (\$1.00 Increase)
		Effective June 2013	\$22.35 Minimum (\$.60 Increase)

**Proposed Rate Increases For Sewer Districts**

**SSD#1**

<b>Current</b>		<b>Proposed Increase</b>	
\$16.50 Minimum		\$18.00 Minimum (\$1.50 Increase)	
First 3,000 gallons	\$5.50/1,000	First 3,000 gallons	\$6.00/1,000
Next 7,000 gallons	\$5.25/1,000	Next 7,000 gallons	\$5.75/1,000
All Over 10,000 gallons	\$5.00/1,000	All Over 10,000 gallons	\$5.50/1,000

<b>Monthly Increase</b>		<b>History of Rate Increases</b>	
\$4,754.96		Effective June 2007	\$16.50 Minimum

**SSD#2 (Ohio Valley Mall & Plaza Areas)**

<b>Current</b>		<b>Proposed Increase</b>	
\$13.80 Minimum		\$15.80 Minimum (\$2.00 Increase)	
First 3,000 gallons	\$4.60/1,000	First 3,000 gallons	\$5.266/1,000
Next 7,000 gallons	\$4.00/1,000	Next 7,000 gallons	\$4.666/1,000
Next 20,000 gallons	\$3.75/1,000	Next 20,000 gallons	\$4.416/1,000
All Over 30,000 gallons	\$3.50/1,000	All Over 30,000 gallons	\$4.166/1,000

<b>Monthly Increase</b>		<b>History of Rate Increases</b>	
\$2,463.12		Effective June 1991	\$12.00 Minimum
		Effective June 2011	\$13.80 Minimum (\$1.80 Increase)

**SSD#2 Fox-Shannon, Force Main Extension, & Neffs**

<b>Current</b>		<b>Proposed Increase</b>	
\$22.50 Minimum		\$24.50 Minimum (\$2.00 Increase)	
First 3,000 gallons	\$7.50/1,000	First 3,000 gallons	\$8.166/1,000
All Over 3,000 gallons	\$6.75/1,000	All Over 3,000 gallons	\$7.416/1,000

<b>Monthly Increase</b>	<b>History of Rate Increases</b>		
\$3,200.68	Effective June 1991	\$19.50	Minimum
	Effective June 2011	\$22.50	Minimum (\$3.00 Increase)

**SSD#3A Pennwood**

<b>Current</b>		<b>Proposed Increase</b>	
\$19.50 Minimum		\$21.50 Minimum (\$2.00 Increase)	
First 3,000 gallons	\$6.50/1,000	First 3,000 gallons	\$7.166/1,000
Next 5,000 gallons	\$4.00/1,000	Next 5,000 gallons	\$4.666/1,000
All Over 8,000 gallons	\$3.50/1,000	All Over 8,000 gallons	\$4.166/1,000

<b>Monthly Increase</b>	<b>History of Rate Increases</b>		
\$507.77	Effective June 1991	\$17.00	Minimum
	Effective June 2011	\$19.50	Minimum (\$2.50 Increase)

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: SANITARY SEWER DISTRICT RATES** – Mr. Thomas explained these are proposed increases to our water and sewer rates for residential and commercial customers. These rate increases come after many meetings with Director Mark Esposito. It has been awhile since rates have been increased. There are over 10,000 accounts. The upgrades, repairs and maintenance costs continue to escalate. The last sewer rate increase goes back as far as 2007 and some areas in 2011. It has been 2 years since water rates have increased. Our Sanitary Sewer District status as a water and sewer provider is dramatically different in the last two to three years that it has ever been in its history. The good news is that's a result of explosive growth in Belmont County. The opposite of the good news comes that our costs and our ability to provide water and sewer to residential and commercial customers is going through the roof. We have no choice but to increase rates. This will continue to keep the district in the black and allow the district to continue running water and sewer lines where the explosive growth continues, which is all over the county. Mr. Coffland added this is just part of doing business. Operational costs increase as the system grows and you have to put on more work force. Mr. Thomas noted the numerous new hotels that have been or are being built in the county and the need for water to service those businesses.

Mrs. Favede stated the board is in the process of putting together a contract with the firm URS that is going to do a feasibility study for the entire Sanitary Sewer District to adequately put together a projection for the county as far as rate increases and a plan to make sure that we're running as efficiently and effectively as possible through this sudden growth. Mr. Esposito felt that once that contract is signed, it would still be up to a year prior to the ability to have that done. She said she doesn't disagree that the demand is there and that rate increases will generate income to allow the department to run more effectively, and we are in need of new work force. She said she does have concern to the extent of how this money is used as far as across the board raises, which has been discussed, and will be a part of our future conversations. She understands the increases are a burden on the residents on a monthly basis and she wants to make sure that we use the money effectively and efficiently. Mr. Thomas advised that review of the entire district will take quite some time because in there is going to be a proposal to bring all of the different districts potentially into one district. The goal is to simplify, be more cost efficient in the entire district, get a plan of proposed rates that would go out a number of years so everyone would know in advance and will also address issues such as the growth of the Belmont County system as it relates to both water and sewer. It's going to be a comprehensive plan and that will benefit all the users and the taxpayers of this county. It could take up to one year to do the plan.

**IN THE MATTER OF GRANTING THE REQUEST OF AEP/OHIO POWER COMPANY FOR AN EASEMENT LOCATED NEAR THE CARNES CENTER ON POGUE ROAD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to grant the request of AEP/Ohio Power Company for a 5' wide and 20' long easement on parcel #33-00032.001 located near the Carnes Center on Pogue Road for an anchor and guy.

**AEP**

**Easement & Right of Way**

Board of Belmont County Commissioners, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 850 Tech Center Drive, Gahanna, OH 43230-6605, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead in, on, over, through and across the following described lands situated in Richland Township, Belmont County, Ohio, situated in the Northeast Quarter of Section No(s) 32, Township No(s) 7, Range No(s) 4. Being part of a 12.138 acre tract of land as described in Official Records Volume 705 Page 608- 609 of the Belmont County Recorder's Office (Parcel # 33-00032.001).

The easement shall be 5' feet wide and 20' long, lying 2.5' feet on each side of the facilities as constructed for an anchor and guy. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: guy wires, anchors, stubs, brace poles and associated equipment; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option, (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is

held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement on the 3rd day of June, 2015.

STATE OF OHIO, } COUNTY OF BELMONT }

Board of Belmont County Commissioners

By: Mark A. Thomas /s/ Print Name: Mark A. Thomas Title: President

By: Ginny Favede /s/ Print Name: Ginny Favede Title: Vice-President

By: Matt Coffland /s/ Print Name: Matt Coffland Title: Commissioner

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 CONTRACT  
BY AND BETWEEN BCDJFS (ON BEHALF OF THE BELMONT CO.  
FAMILY AND CHILDREN FIRST COUNCIL) AND THE BELMONT  
CO. BD OF DD FOR THE HELP ME GROW EARLY INTERVENTION PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the contract by and between the Belmont County Department of Job and Family Services (on behalf of the Belmont County Family and Children First Council) and the Belmont County Board of Developmental Disabilities, for the **Help Me Grow Early Intervention Program**, effective July 1, 2015 through June 30, 2016, in the maximum amount of \$ 71,963.00.

**HELP ME GROW EARLY INTERVENTION PROGRAM CONTRACT**

This agreement to provide administrative services for the **Help Me Grow Early Intervention Program** is entered into on this 1st day of July, 2015 by and between the Belmont County Department of Job and Family Services (TIN 34-600236), (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Belmont County Board of Developmental Disabilities (TIN 34-600236), hereinafter referred to as "**Provider**".

**ARTICLE I: PURPOSE**

Help Me Grow Service Coordination providers fulfill Part C of the federal Individuals with Disabilities Education Act for activities which are mandated for children eligible to receive Help Me Grow Early Intervention. Federal funds and state general funds are available to County Family and Children First Councils to be used in conjunction with local and private funds to provide early intervention program oversight as well as coordination of services for infants, toddlers and their families eligible for the program. Specific activities to be provided under this grant are described in Ohio Administrative Code 3701-8-07, 3701-8-07.1, 3701-8-10 and 3701-8-10.1 to include coordination of screenings, evaluations and eligibility determination; assessments of the child and family; developing, monitoring and reviewing Individualized Family Service Plans (IFSPs); coordinating transition planning conferences, and following procedural safeguards to ensure parent's rights.

**ARTICLE II: EFFECTIVE DATES**

This contract shall extend from July 1, 2015 through June 30, 2016, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

**ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS**

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$71,963.00 unless both the **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records as needed as required to justify expenditures.
- C. **Provider** to submit an invoice to the Department within twenty (20) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not used to supplant existing funds targeting the same population for the purpose described in Article I.

**ARTICLE IV: GENERAL REGULATIONS**

- A. Any work this grant including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media shall become the property of the Ohio Department of Health, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. If this grant is funded in whole or part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner, except as may otherwise be allowed under federal law. The department's ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the ODH. All materials must clearly state: This work is funded in whole or in whole or in part by a grant awarded by the Ohio Department of Health, Bureau of Children with Developmental and Special Health Needs, Help Grow Early Intervention Program and as a sub-award of a grant issued by the U. S. Department of Education under Part C of IDEA grant, grant award number [H181A1200241] and CFDA number [84.181A].
- C. **Provider** will comply with all applicable federal and state regulations rules, statutes, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- D. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- E. The **Department** may—from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council—communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

**ARTICLE V: DELIVERABLES**

During the term of this contract the **Provider** will ensure that each child in early intervention is assigned one service coordinator, who will serve the family as the service coordinator, as soon as possible after the program referral, but in enough time to complete service coordination activities in the time lines required. The **Provider** will ensure that service coordinators meet the qualifications as required in rule 3701-08-3 of the Ohio Administrative Code. The **Provider** will further ensure that it will implement a dedicated service coordinator approach which acknowledges the importance of their role and responsibilities to the family, e.g. coordinating evaluations and assessments, helping the family identify appropriate interventions, providing information to the family about financial resources and procedural safeguards, coordinating the IFSP with the child's medical home and coordinating transition. The **Provider** acknowledges that the dedicated service coordinator cannot be providing other early intervention services to a child on his/her service coordination caseload.

**ARTICLE VI: TERMINATION AND AMENDMENT**



- A. This agreement may be terminated by either party at any time by giving thirty (30) written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

**ARTICLE VII: LIMITATION OF LIABILITY**

**Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

**ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS**

By accepting this contract and executing this Contract agreement, **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The PROVIDER'S certification of compliance with each of these conditions is considered to be a material representation of fact upon the **Department** relied in entering into this Contract agreement.

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

**ARTICLE IX: CONSTRUCTION**

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

**THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

<u>Vince Gianangeli /s/</u>	<u>5-28-15</u>
Vince Gianangelli, Director	Date
Belmont County Department of Job and Family Services	
<u>Stephen L. Williams /s/</u>	<u>5-27-15</u>
Stephen L. Williams, Superintendent	Date
Belmont County Board of Developmental Disabilities	
<u>Ginny Favede /s/</u>	<u>6-3-15</u>
Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	<u>6-3-15</u>
Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>6-3-15</u>

Belmont County Commissioner  
Approved as to form: \_\_\_\_\_  
David K. Liberati /s/ Assistant  
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE NOTICE OF AWARD,  
CONTRACT AND NOTICE TO PROCEED FOR THE VILLAGE  
OF FLUSHING PLAYSET PROJECT/BELOMAR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Notice of Award, Contract and Notice to Proceed for the Village of Flushing Playset project, a 2014 CDBG Formula project, for Landscape Structures, Inc., 601 7<sup>th</sup> Street South, Delano, MN, in the amount of \$ 24,742.00 based upon the recommendation of A.C. Wiethe, Assistant Director of Management Services, Belomar Regional Council.

**NOTICE OF AWARD**

To: Landscape Structures, Inc.  
601 7<sup>th</sup> Street South  
Delano, MN 55328-8605

PROJECT Description: furnish and deliver all material and equipment as per contract for Model # 1030 PlaySense Design 304 – Complete to the Village of Flushing, Belmont County, Ohio

The OWNER has considered the OHIO STATE PURCHASE CONTRACT for for the above described Project.

You are hereby notified that your BID has been accepted for items in the amount of \$ 24,742.00.

You are required to execute the Agreement within 10 calendar days from the date of this notice to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 3rd day of June, 2015.

Belmont County Commissioners \_\_\_\_\_  
Owner  
By: Mark A. Thomas /s/ \_\_\_\_\_  
Name: Mark A. Thomas  
Title: President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**CONTRACT**

THIS AGREEMENT made this 3rd day of June, 2014, by and between Landscape Structures, Inc. hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.**

The Contractor shall furnish and deliver all materials for the project; namely, Village of Flushing Playset Project,<sup>2</sup> and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered NA, dated \_\_\_\_\_, and dated \_\_\_\_\_ all as prepared by Village of Flushing acting and in these Contract documents preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price.**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Twenty Four Thousand Seven Hundred Forty Two and 00/100\*\*\*\*\* (Dollars) subject to additions and deductions as provided in Section 109 hereof.

State Purchasing (Ohio State Contract)  
Schedule # 800405  
Index # STS-640W  
Model # 1030 (PlaySense Design 304 – Complete, Color: Green/Tan)  
Vendor: Landscape Structures, Inc.  
Dealer: Service Supply Ltd, Inc.

<sup>1</sup>Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_.

<sup>2</sup>Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

**ARTICLE 3. Contract.**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Purchase Order
- c. Technical Specifications
- d. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Two original copies on the day and year first above written.

CONTRACTOR: Landscape Structures, Inc. \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Typed/printed name  
  
\_\_\_\_\_  
Title

OWNER: Belmont County Commissioners  
Mark A. Thomas /s/ \_\_\_\_\_  
Signature  
  
Mark Thomas \_\_\_\_\_  
Typed/printed name  
President \_\_\_\_\_  
Title

**NOTICE TO PROCEED**

To: Landscape Structures, Inc.  
601 7<sup>th</sup> Street South  
Delano, MN 55328-8605

PROJECT Description: furnish and deliver all material and equipment as per contract for Model # 1030 PlaySense Design 304 – Complete to the Village of Flushing, Belmont County, Ohio

June 3, 2015

You are hereby notified to commence WORK in accordance with the Agreement dated June 3, 2015 on or before June 15, 2015. The date of completion of all WORK is July 15, 2015.

Belmont County Commissioners  
Owner  
By: \_\_\_\_\_  
Name: Mark Thomas /s/  
Title: President

ACCEPTANCE OF NOTICE  
Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS WITH FIFTH THIRD BANK**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Memorandum of Agreement for Deposit of Public Funds** with Fifth Third Bank for the period beginning November 10, 2014 through November 10, 2019 in the maximum amount of fifty-million dollars (\$50,000,000).

**DEPOSITORY AGREEMENT FOR ACTIVE, INTERIM AND INACTIVE PUBLIC FUNDS**

Agreement made as of the November 10, 2014, between Fifth Third Bank ("Bank") and The Belmont County Treasurer ("Depositor"). Depositor hereby confirms that it has designated Bank as a public depository of its active, interim and/or inactive deposits for the period of designation from November 10, 2014 and until November 10, 2019.

**ACTIVE DEPOSITS**

Bank agrees to accept Active deposits during the period of designation subject to the Bank's posted rules and regulations from time to time in effect for commercial accounts. Bank agrees that the sums deposited to the credit of Depositor's Active commercial accounts may be drawn against and paid by check executed by such authorized person(s). Bank must be notified in writing if designated person(s) change.

**INTERIM AND/OR INACTIVE DEPOSITS**

Whenever any Interim and/or Inactive deposits of Depositor are awarded to and accepted by the Bank pursuant to Chapter 135. Of the Ohio Revised Code, the Interim and/or Inactive moneys shall be evidenced by an interest bearing account or certificate of deposit at rates agreed upon by Bank and Depositor.

The total amount thus awarded under this agreement is \$ 50,000,000.00, which does not exceed the limitations set forth under Chapter 135 of the Ohio Revised Code, or thirty percent (30%) of the Bank's total assets.

Bank agrees to secure its obligation under this Agreement and its other obligations as a public depository of Depositor's Active, Interim, and/or Inactive deposits by depositing with Bank of New York as safekeeping agent eligible securities in the amount and in the manner required. Depositor hereby authorizes Bank on a continuing basis during the term of designation to substitute securities for those then deposited with such trustee, provided only that the securities being deposited by eligible securities having a current market value equal to or greater than the current market value of the securities for which they are to be substituted. Each such substitution may be made without prior notice or to the approval of Depositor.

Bank may charge all applicable fees assessable against depository accounts pursuant to its fee schedule currently in force or as hereafter amended.

<u>Ginny Favede /s/</u>	Fifth Third Bank
<u>Matt Coffland /s/</u>	By: <u>Dan Gilkey /s/</u>
<u>Mark A. Thomas /s/</u>	Title: Vice President
Official	

Title: 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 THE PROPOSAL FROM KENCO CORP. TO REPLACE CATCH BASIN BEHIND COURTHOUSE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the proposal dated April 21, 2015, from Kenco Corporation/ General Contractor in the amount of \$8,750.00 for all labor and materials necessary to replace the catch basin behind the Belmont County Courthouse.

**Kenco  
GENERAL CONTRACTOR**

Commercial/Industrial/Residential Contractor

WV License #006356

**PROPOSAL**

April 21, 2015

Belmont County Courthouse  
ATTN: Jack Regis  
101 West Main Street  
St. Clairsville, OH 43950

PROJECT: CATCH BASIN AT REAR OF COURT HOUSE

THIS PROPOSAL INCLUDES ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE FOLLOWING WORK ON THE ABOVE PROJECT:

- REMOVE AND REPLACE 4' X 4' X 8' DEEP CATCH BASIN
- EXCAVATE AND INSTALL 90' OF CORRUGATED PLASTIC PIPE
- BED WITH SANE
- BACKFILL WITH DIRT

Kenco Construction will furnish all labor, materials, supervision and insurance necessary to complete this project as specified. All work is to be carried out in a professional and timely manner according to standard practices. Any alteration or deviation from the original plans involving extra costs will result in additional charges over and above this bid.

*We propose to complete this project for the sum of:*

EIGHT THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$8,750.00)

Jeanne Weisenborn /s/ Date 6/3/15

DATE APPROVED 06/03/15

*THIS PROPOSAL MAY BE WITHDRAWN IF NOT*

Ginny Favede /s/

*ACCEPTED WITHIN 30 DAYS*

Matt Coffland /s/

Mark A. Thomas /s/  
BELMONT COUNTY COMMISSIONERS

330 Howard Street, Bridgeport, OH 43912 (740) 633-1987 or (304)242-6736 Fax (740) 633-3077

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM  
PANHANDLE CLEANING AND RESTORATION TO CLEAN  
AND SANITIZE RETURN DUCTWORK IN THE OLD ADDITION  
AT THE BELMONT COUNTY JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal dated May 20, 2015, from Panhandle Cleaning and Restoration in the amount of \$6,480.00 for all labor and materials necessary to clean and sanitize the return ductwork that services the second floor in the old addition at the Belmont County Jail.

**Panhandle  
CLEANING & RESTORATION**

**Fax: 304.232.8489  
Nationwide Emergency Line:  
1-800-504-7054**

May 20, 2015  
Belmont County Jail  
Belmont County Courthouse  
C/O Jack Regis  
101 West Main Street  
St. Clairsville, OH 43950

Re: Cleaning of Return Ductwork on Second Floor of Jail

Jack,

Thank you for the opportunity to provide the following scope of work and estimated price for indoor air quality service at your facility. Information was obtained from my meeting with you, Mike, and John Longwell last week. I have also been issued a set a prints for more detail.

**Scope of Work**

1. Provide all labor, materials, equipment and supervision to complete project.
2. Clean all return ductwork associated with AHU-1 which services cell areas on second floor in old addition.
3. Sanitize all return ductwork with EPA registered microbicide.
4. Clean all associated return grilles.

Note: We will pay prevailing wage rate for this project.

**Estimated Price for Services \*\*\$6480.00**

Sincerely,  
Rick Russell, ASCS

DATE APPROVED 06/03/15  
Ginny Favede /s/  
Matt Coffland /s/  
Mark A. Thomas /s/  
BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM  
LIMBACH COMPANY, LLC, TO INSTALL AND PROGRAM  
NEW ALC TEMPERATURE CONTROLS AT THE JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept proposal number HW156 from Limbach Company, LLC, in the amount of \$11,665.00 for all labor and materials necessary to install and program new ALC temperature controls at the Belmont County Jail. *NOTE: Price excludes the cost of repairs that may be needed to the unit's economizer and replacement of the pilot positioner.*

**LIMBACH** **WebCTRL**

**Since 1901 Consistently Exceeding Expectation**

Proposal Date	Proposal Number	Agreement Number	Page
5/11/15	HW156		1 of 4

**BY AND BETWEEN:**

Limbach Company, LLC  
822 Cleveland Avenue  
Columbus, OH 43201

AND

Belmont County Jail  
Attn: Jack Regis

Hereinafter LIMBACH

Hereinafter CUSTOMER

**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):**

**Belmont County Jail – AHU-1 Temperature Controls**

**Labor and material required to:**

**Provide Automated Logic Control System for AHU-1**

- Provide new ALC temperature control for 1) AHU-1 Multizone Unit.
- Provide and install new ALC ME812U and MEX816U programmable controllers to replace defective older ALC modules.
- Provide and install 12) new pneumatic transducers, associated relays, and control panel to control 9) multizone damper actuators, hot water valve actuator, and chilled water valve actuator.
- For AHU unit: calibrate 9) multizone pneumatic damper actuators, pneumatic chilled water valve actuator, pneumatic hot water valve actuator.
- Install and program new control modules utilizing the most current applicable Limbach energy savings strategies including: optimum start/stop, heat/cool requests, and environmental comfort index.
- Commission new modules and integrate into existing ALC WebCTRL Software User Interface.
- Configure new ALC control modules including graphics, scheduling, and alarming.
- Provide and install all necessary low voltage ALC communication wiring and conduit.
- Provide other necessary materials including pneumatic tubing, fittings, wiring, and wiring connections.
- Provide owner training.
- All work and materials include a 1 year warranty.

Contract Price Not to Exceed \$ 11,665.00  
(Eleven Thousand, Six Hundred Sixty Five Dollars)

DATE APPROVED 06/03/15  
Ginny Favede /s/  
Matt Coffland /s/

Mark A. Thomas /s/  
 BELMONT COUNTY COMMISSIONERS

**Exclusions:**

- Work is to be performed during normal business hours
- Work assumes that economizer section is to be repaired by owner and calibrated for 0-15psi pressure at pilot positioned (which will also be replaced as part of the owner's repair).
- Repair or trouble shooting of mechanical equipment other than listed is not included.

**These prices is firm for 60 days**

Heath Wolfe

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL  
 FROM SIMPLEXGRINNELL LP TO REPROGRAM ALL  
 SENSORS WITHIN THE FIRE ALARM PANEL AT THE JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal dated May 6, 2015, from SimplexGrinnell LP, in the amount of \$2,568.00 for all labor and materials necessary to reprogram all sensors within the fire alarm panel at the Belmont County Jail.

**SimplexGrinnell  
 BE SAFE.**

**SimplexGrinnell LP  
 220 W. Kensington Dr. Suite 400  
 Cranberry Twp., PA 16066  
 Tel. 724-584-3197  
 Fax 724-772-2667**

***PROPOSAL AND CONTRACT***

SimplexGrinnell Contract #N/A	Salesperson: <b>Chelsey Rock</b>	5-6-2015
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Invoice To: Belmont County Commissioners  
 101 W. Main St.  
 St. Clairsville, OH 43950  
 Attention: Barb Blake

Job Location: Belmont County Jail  
 68137 Hammond Rd.  
 St. Clairsville, OH 43950-8755  
 Customer PO #:

SimplexGrinnell, for an in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined within the quotation:

**SCOPE OF WORK:**

1. Rename devices and program the correct names into the panel.

**This price is valid for 90 days from the date of the proposal.**

Customer: Belmont County Commissioners  
 (Belmont County Jail)  
 DATE APPROVED 06/03/15  
Ginny Favede /s/  
Matt Coffland /s/  
Mark A Thomas /s/

**SIMPLEXGRINNELL LP**  
 By: Ashley Yettu /s/  
 Name: Chelsey Rock  
 Title: Preventative Sales Representative

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVNG CHANGE ORDER NO. 1 FROM  
 JARVIS, DOWNING & EMCH, INC., FOR ADDITIONAL REPAIRS  
 TO THE SALLY PORT DOOR AT THE JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order Number 1 from Jarvis, Downing & Emch, Inc., in the amount of \$285.00 for additional repairs to the Sally Port Door at the Belmont County Jail.

**Jarvis, Downing & Emch, Inc.  
 P.O. Box 6253  
 200 G.C. & P. Road  
 Wheeling, WV 26003**

**Proposed Change Order  
 Number: 1**

**Phone: (304) 232-5000 – Fax: (304) 232-0619**

Title: Repair Bottom of Door Frame  
 To: Belmont Co. Commission  
 101 W. Main Street  
 St. Clairsville, OH 43950  
 Attention: Barb Blake  
 Email: [barb.blake@co.belmont.oh.us](mailto:barb.blake@co.belmont.oh.us)

Date: 05/13/2015  
 Project:  
 BELMONT CO-SALLY PORT DOOR  
 Job: 3461

From: Dan Loy Email: [danl@jde-inc.com](mailto:danl@jde-inc.com)

**Description of Proposal:**

JD&E requests a change order for the following extra work completed as requested:  
 1) Repaired bottom 6" of hinge-side of hollow metal door frame, not reviewed on initial visit.  
 If this is acceptable, please issue a change order at your earliest convenience.

Items	Qty.	Units	Amount	Net Amount
Repaired Door Frame	1.00	LS	\$285.00	\$285.00
			<b>PCO Total:</b>	<b><u>\$285.00</u></b>

**APPROVAL:**

By: Dan Loy /s/  
 Dan Loy

DATE APPROVED 06/03/15  
Ginny Favede /s/  
Matt Coffland /s/  
Mark A. Thomas /s/  
 BELMONT COUNTY 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 LOAN POLICY  
ADMINISTRATION AGREEMENT FOR THE CCAO  
DEFERRED COMPENSATION PROGRAM AND AUTHORIZE  
THE SERVICE PROVIDER TO IMPLEMENT PARTICIPANT  
INITIATED LOANS BASED ON SAID LOAN POLICY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Loan Policy Administration Agreement for the CCAO Deferred Compensation Program and authorize the Service Provider, Great-West Retirement Services, to implement participant initiated loans based on said Loan Policy.

**Plan Number 340001-01 Belmont County Division 7**

**Great-West Retirement Services  
Government & Hospital Markets**

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**Loan Policy Administration**

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**I. Eligibility**

*I.1.* Only active employees who participate in a deferred compensation plan, in which the plan document has been amended to allow for loans, can request a loan. The participant must have a minimum vested account balance of \$5,000 for non-ERISA plans to allow for the minimum loan amount available.

**II. Minimum and maximum loan amounts**

*II.1.* The minimum loan amount available is \$2,500.

*II.2.* The maximum loan amount available is \$50,000 or 50% of the vested account balance – which ever is less. The \$50,000 maximum loan amount is reduced by the highest loan balance during the past 12 months minus the loan balance on the date a new loan is made.

*II.3.* If a participant has an outstanding loan through other employer qualified plans, 403(b) plans, or the 457 plan, the maximum loan amount available should be reduced by the highest outstanding loan balance during the past 12 months. The participant is responsible for ensuring that the aggregated loan amount on all plans is the lesser of \$50,000 or 50% of the vested account balance.

**III. Number of loans permitted**

*III.1.* The number of loans a participant may have outstanding at one time is one (1).

*III.2.* If a participant has an outstanding loan and wishes to initiate another loan, the participant must first repay the current outstanding loan via a cashiers check or money order.

**IV. Cost**

*IV.1.* A loan setup and implementation fee may be assessed to the plan prior to loans being offered to participants. The loan setup fee may vary from Plan to Plan. The implementation department will determine any applicable loan setup and implementation fee.

*IV.2.* A loan origination fee in the amount of \$75.00 shall be deducted from the loan amount approved for plan sizes > 5,000 participants.

*IV.3.* An administrative fee of \$35.00 per year/per loan, deducted quarterly at a rate of \$8.75 will be assessed to the participants account for plan sizes > 5,000 participants.

**V. Loan Initiation**

- V.1. BenefitsCorp uses a two-step loan process. The first step of the loan process begins by the participant initiating a loan via paper. The second step combines the Promissory Note and Loan Check into one document, eliminating the step of returning the signed Promissory Note prior to issuing the Loan Check. By endorsing the check, the participant is agreeing to the terms of the Note and the repayment obligation.
- V.2. Plans will be required to sign the Loan Policy Administration document, prior to loans being made available. The signed Loan Policy Administration document will allow the participant to initiate and complete a loan request electronically without the Plans signature. If a paper application is used the Plan will need to sign each loan application submitted by their participants or the Plan will be required to sign a letter of instruction, authorizing the processing of loan applications without an authorized plan signature.

**VI. Distribution of loan amount**

- VI.1. Loan distribution amounts will be prorated across all money types **and** will first be taken from all non-fixed funds, then from the guaranteed fixed funds with guaranteed certificate fund(s) taken last, liquidating the certificate(s) closest to maturity.

**VII. Types of loans available**

- VII.1. General Purpose Loan has duration of one to five (1-5) years. No reason or documentation is required other than a signed promissory note. The interest rate for this type of loan is fixed for the life of the loan. The interest rate is 2% over the Prime Rate published in the Wall Street Journal on the first business day of the month before the loan is originated.
- VII.2. Principal Residence Loan has a duration of six to fifteen (6-15) years. This loan must be utilized for the purchase of a primary residence ONLY. The interest rate is 2% over the Prime Rate published in the Wall Street Journal on the first business day of the month before the loan is originated.

**VIII. Interest**

- VIII.1. Interest paid on loans is not deductible.

**IX. Payment Requirements**

- IX.1. Scheduled payments must be made by payroll deduction or in some circumstances by cashiers check or bank money order. Loan repayments will be allocated to the participant's account according to current allocation percentages on ISIS.
- IX.2. Once a new loan has been initiated the appropriate payroll department will be sent a report to begin loan payments.
- IX.3. Loans are in arrears and delinquent when any payment is missed. A late loan payment notice will be issued after the end of the calendar quarter in which the payment is delinquent. Then, if the loan is not paid up-to-date by a lump sum payment by the end of the calendar quarter after the calendar quarter in which a payment is first delinquent, the loan will be in default and considered a "deemed distribution". This means that the outstanding loan balance, consisting of the missed payments plus the remaining principal, will be reported to the IRS as income on a 1099R for the year in which the loan default occurs.
- IX.4. Despite any grace periods permitted with respect to late loan payments, if a loan has not been fully repaid by the end of its term, the outstanding balance will be treated as a "deemed distribution" and reported to the IRS as income. Thereafter no further efforts will be made at collection or accrual of interest liability.
- IX.5. If the participant has a loan that defaulted at any time in the past, their eligibility for a new loan is revoked.
- IX.6. Participants who leave service prior to the end of the loan term will be required to pay off the loan at separation from service as provided by the plan. A former participant may avoid treatment of an unpaid loan as a "deemed distribution" and reporting of income to the IRS by paying the loan balance by the end of the grace period, via a cashiers check or money order. Non payment will force a "deemed distribution" and reporting of income for the year the "deemed distribution" occurs.
- IX.7. The participant's outstanding loan balance will be offset upon receiving any type of distribution after separation from service. As required by tax regulations, the defaulted loan of a participant will remain on the books until a qualifying event occurs, even though income has been reported to the IRS.
- IX.8. Partial lump sum loan repayments, via a cashiers check or money order, are permitted in order to catch up on a past-due amount or to reduce the principal amount of the loan. If a participant does send in a partial payment, the loan payment amount will not change but the loan would be paid off earlier.

**X. Early Loan Payoff**

- X.1. A loan can be paid in full at any time, in the form of a cashier's check or bank money order. The participant may obtain a loan payoff quote via KeyTalk®. The loan payoff quote is valid for 15 days from the initiation.

**XI. Future additions**

- XI.1. Future tax law loan requirements will be incorporated into this loan policy, as well as the promissory note.

**XII. Enforcement**

- XII.1. Great-West Retirement Services is required to enforce these rules. The Plan Administrator/Employer hereby authorizes Service Provider to implement participant initiated loans based on the Loan Policy outlined above.

Mark A. Thomas /s/ \_\_\_\_\_ 6.3.15 \_\_\_\_\_  
 Authorized Plan Administrator/Employer Signature Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN THE DELTA DENTAL SERVICE CONTRACT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commission President Mark A. Thomas to sign the Delta Dental Service Contract for Belmont County effective June 1, 2015 through June 1, 2017.

**DELTA DENTAL**

**Delta Dental Service Contract**

**For**

**Belmont County**

This Service Contract ("Contract") is entered into by and between Belmont County (the "Contractor") and Delta Dental Plan of Ohio, Inc., an Ohio non-profit corporation ("Delta Dental"). Delta Dental agrees to perform claims administration services for the Contractor's self-funded dental benefit plan. Contractor and Delta Dental may be singularly referred to herein as "Party" and collectively referred to herein as the "Parties".

This is a legally binding contract between the Contractor and Delta Dental and is effective on June 1, 2015, the (Effective Date").

**SECTION I – DECLARATIONS**

The benefits afforded are only with respect to such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. Delta Dental's liability is limited to the benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision of the subsequent sections of this Contract.

- A. **Effective Date:** 12:01 A.M. Standard Time, June 1, 2015
- B. **First Renewal Date:** June 1, 2017
- C. **Client Number:** 1504-0001

**D. Rate(s):**

**Administrative Service Fee:** Composite - \$4.74 per month per Subscriber

This rate is contingent upon 100 percent enrollment of the eligible members of the defined group and their eligible dependents with the entire cost of coverage paid by the Contractor. In addition to the Administrative Service Fee, Delta Dental shall invoice Contractor for Cost of Claims for the preceding month on the first (1<sup>st</sup>) of each month. Payment shall be due on or before the twentieth (20<sup>th</sup>) of that month. Rates do not include any applicable claims taxes.

The Contractor agrees to pay an additional deposit of \$1,300 for a total deposit of \$13,100.00.

**DELTA DENTAL PLAN OF OHIO, INC.**

**By:** Laura L. Czelada  
President and CEO

**CONTRACTOR**

**By:** Mark A. Thomas /s/  
(Authorized Signature)  
President, Board of Commissioners  
(Title)

**By:** Jayne Long /s/  
(Witnessed By)  
Clerk  
(Title)

**Date:** March 12, 2015

**Date:** 6.3.15

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL MISDEMEANANT WITH OHIO DEPT. OF REHAB AND CORRECTION ON BEHALF OF THE ADULT PROBATION OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the *Subsidy Grant Agreement for Community-Based Corrections Programs Non-Residential Misdemeanant* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for fiscal year 2016 in an amount not to exceed \$94,280.00 for the following program:

<u>Program Name</u>	<u>Application Identifier</u>
Pretrial	408-PT-2016-App-BelmCPAPD-00013

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION  
SUBSIDY GRANT AGREEMENT FOR  
COMMUNITY-BASED CORRECTIONS PROGRAMS  
NON-RESIDENTIAL MISDEMEANANT**

THIS GRANT AGREEMENT (hereinafter referred to as this Agreement) pursuant to authority in Section 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), 770 West Broad Street, Columbus, Ohio and Belmont County (hereinafter referred to as Grantee), 103 North Market St., St. Clairsville, Ohio, 43950. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. **Funds:** The Grantor awards to the Grantee the sum of Ninety-Four Thousand Two Hundred and Eighty Dollars (\$94,280.00) (hereinafter referred to as Funds), to be paid in four equal installments of \$23,570.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 55-0665104. Total expenditures for Fiscal Year 2016 (07/01/2015 to 06/30/2016) will not in any case exceed \$94,280.00.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application identifier</u>	<u>Amount</u>
Pretrial	408-PT-2016-App-BelmCPAPD-00013	\$ 94,280

If an above "Program Name" includes a title for Pre-Sentence Investigation (PSI) services, then the following requirements apply to PSI services:

A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of R.C. 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for the Ohio Risk Assessment System (ORAS).

B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the automated ORAS.

**2. Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2016. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's application in response to Grantor's Community Correction Act Grant Application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.

**3. Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (408) budget amount for Fiscal Year 2016. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's proposal. The modified Funds shall be determined within the Grantor's discretion.

**4. Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application's (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant Application which are attached hereto and incorporated herein, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The comprehensive plan which is part of the Grantor's application is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change or such reduction is approved, the Grantor may make appropriate changes in the Funds.

**5. Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with



**paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.**

**6. Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

**7. Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.

**8. Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of budgeted funds quarterly and tracking expenditures of Funds. Purchases made with the Funds shall be in accordance with county/state/municipal competitive bidding requirements.

**9. Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.

**10. Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:

A. Statistical records for the term of this Agreement in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, termination, and reassessment data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to pre-sentence investigation grants.

B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30, 2016.

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

**11. Compliance:** All expenditures made by the Grantee with Funds shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or

B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

**12. Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order.

The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

**13. Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Bureau of Community Sanctions.

**14. Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay to the Attorney General any Funds paid under this Agreement.

**15. Standards:** The Grantee shall comply with the standards for subsidy awards to municipal corporations and counties as set forth in R.C. 5149.31, R.C. 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.

**16. Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required,

such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantor's funding source.

**17. Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

**18. Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**19. Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of R.C. 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of R.C. 3517.13.

**20. Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

**21. Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

**22. Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

**23. Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

**24. Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

**25. Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

**26. Finding for Recovery:** Grantee warrants that it is not subject to an "unresolved" under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void ab initio and Grantee shall immediately repay to Grantor any funds paid under this Agreement.

**27. Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.

**28. Execution:** This Agreement is not binding upon Grantor unless executed in full.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

**FOR THE GRANTOR:**

Christopher Galli

Christopher Galli,  
Chief  
Bureau of Community Sanctions

Cynthia Mausser

Cynthia Mausser

Managing Director of Courts and Community

**FOR THE GRANTEE:**

Ginny Favede /s/ 6.3.15

County Commissioner Date

Matt Coffland /s/ 6.3.15

County Commissioner Date

Mark A. Thomas /s/ 6.3.15

County Commissioner Date

**FOR THE GRANTEE:**

\_\_\_\_\_  
County Executive Date

**FOR THE GRANTEE:**

\_\_\_\_\_  
Mayor/City Manager Date

**APPROVED AS TO FORM:**

David K. Liberati /s/ Assistant

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE REAPPOINTMENT OF GREG BIZZARRI TO THE BELMONT CO. PUBLIC DEFENDER COMMISSION**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the reappointment of Mr. Greg Bizzarri to the Belmont County Public Defender Commission for a four-year term, effective June 14, 2015 through June 14, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPOINTMENTS TO THE BELMONT CO. DANGEROUS WILD ANIMAL RESPONSE TEAM (DWARD)**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following appointments to the Belmont County Dangerous Wild Animal Response Team (DWARD) effective July 1, 2015 through June 30, 2018:

**Name:** \_\_\_\_\_ **Discipline Represented:**

Commissioner Matt Coffland Elected Official

Lisa Williams, Dog Warden Animal Control

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: SOUTHEAST OHIO BUILDING DEPARTMENT** – Commissioner Thomas introduced Christopher T. Wilson, Building Official with Southeast Ohio Building Department based in Marietta, OH. He is the new Chief Building Inspector covering four counties. They were formerly known as the Washington Co. Building Department. This building department will help streamline the development process in the four counties they serve. Plans can be sent there for approval instead of to the State which may take longer.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:38 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Mark Lucas, Clemans-Nelson & Associates, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of public employees.

Upon roll call the vote was as follows:

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

*Note: Commissioner Favede stepped out of the meeting at 10:02 a.m.*

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:05 A.M.**

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

Upon roll call the vote was as follows:

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

**NOTE: Commissioner Favede stepped out for a conference call regarding county business. AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:06 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to enter executive session with Stephanie Miller, RN, and Brent Carpenter, Jail Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:28 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF THE VACATION OF A PORTION OF PEASE TOWNSHIP ROAD 1482 (SHARON BLVD)**      **Office of County Commissioners**  
**PEASE TWP. SEC. 21, T-4, R-2/RD IMP 1129**      **Belmont County, Ohio**

**Journal Entry--Order Upon view of Proposed Improvement**

**ORDER TO COUNTY ENGINEER**  
**Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 3rd day of June, 2015, at the office of the Commissioners with the following members present:

Mr. Coffland  
 Mr. Thomas  
 Mrs. Favede

Mr. Thomas moved the adoption of the following:

**RESOLUTION**

WHEREAS, On the 3rd day of June, 2015, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 10th day of June, 2015 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes

Mrs. Favede Yes

Adopted June 3, 2015

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

**IN THE MATTER OF THE DEDICATION OF** Office of County Commissioners  
**A ROADWAY KNOWN AS THE TR 99 CONNECTOR** Belmont County, Ohio  
**LOCATED IN RICHLAND TOWNSHIP**  
**SEC. 22 AND 28, T-7, R-4/RD IMP 1130**

**Journal Entry--Order Upon view of Proposed Improvement**  
**ORDER TO COUNTY ENGINEER**  
**Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 3rd day of June, 2015, at the office of the Commissioners with the following members present:

Mr. Coffland  
Mr. Thomas  
Mrs. Favede

Mr. Thomas moved the adoption of the following:

**RESOLUTION**

WHEREAS, On the 3rd day of June, 2015, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 10th day of June, 2015 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted June 3, 2015

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING**

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 10th day of June, 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