

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.**

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

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

**IN THE TOTAL AMOUNT OF \$649,359.83**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0054-A006-F03.000 Utilities	E-0054-A006-F07.000 Other Expenses	\$12,000.00
E-0141-A001-C02.002 Salaries-Employees	E-0141-A001-C04.012 Equipment	\$ 750.00
E-0257-A017-A00.000 Contingencies	E-0051-A001-A28.000 Comm-Other Exp	\$ 20,000.00

**S12 PORT AUTHORITY FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9799-S012-S18.000 Oil & Gas Expo	E-9799-S012-S01.002 Salary	\$ 3,676.01

**S30 OAKVIEW JUVENILE REHABILITATION FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S72.000 Capital Repairs	\$25,865.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**S35 JUVENILE ACCOUNTABILITY BLOCK GRANT-SARGUS FUND AND THE S33 DISTRICT DETENTION HOME FUND/SARGUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0914-S035-S05.000 Fringes	E-0910-S033-S33.002 Salaries	\$ 8.29

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR 2017 WORKERS' COMPENSATION CHARGEBACKS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for 2017 Workers' Compensation Chargebacks.

**2017 WORKERS' COMPENSATION ACCOUNT NAME**

<b>2017 WORKERS' COMPENSATION ACCOUNT NAME</b>	<b>FROM ACCOUNT</b>	<b>TO ACCOUNT</b>	<b>2017 FINAL DEC. PYMT.</b>
<b><u>GENERAL FUND</u></b>			
TOTAL GENERAL FUND			<b>97,034.99</b>
<b><u>OTHER AGENCIES</u></b>			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	2,929.97
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	39,295.49
FLOOD GRANT-PD FROM WIA	E-2600-H005-H11.000	R-9899-Y089-Y04.574	0.00
WINDSTORM NEG. OH-26	E-2600-H005-H12.000	R-9899-Y089-Y04.574	0.00
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	7,170.20
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	2,545.60
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	1,478.16
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	13,632.31
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	3,330.98
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	766.22
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	320.22
LEPC	E-1720-P090-P09.004	R-9899-Y089-Y04.574	101.12
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	794.76
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	8,956.96

SARGUS - INTERN WORKERS	E-0910-S033-S45.004	R-9899-Y089-Y04.574	8.69
JUVENILE ACCOUNTABILITY BLOCK GRANT	E-0914-S035-S05.000	R-9899-Y089-Y04.574	435.99
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	2,507.88
MENTAL RETARDATION	E-2410-S066-S77.004	R-9899-Y089-Y04.574	25,390.98
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	12,445.45
COUNTY RECORDER	E-1210-S078-S13.004	R-9899-Y089-Y04.574	0.00
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	2,857.02
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	250.08
WESTERN COURT COMPUTER FUND	E-1550-S082-S12.004	R-9899-Y089-Y04.574	0.00
EASTERN COURT COMPUTER FUND	E-1570-S084-S12.004	R-9899-Y089-Y04.574	240.60
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	525.65
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	474.97
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	719.29
COMMON PLEAS COURT-SPECIAL	E-1572-S089-S08.004	R-9899-Y089-Y04.574	0.00
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	R-9899-Y089-Y04.574	80.15
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	6,630.30
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	300.13
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	677.46
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	2,014.71
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	31.67
PROSECUTOR'S VICTIM PROGRAM	E-1511-W080-P06.004	R-9899-Y089-Y04.574	409.54
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	516.15
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	253.29
<b>WATER DEPARTMENT</b>			
WWS #2 REVENUE	E-3701-P003-P30.004	R-9899-Y089-Y04.574	1,320.68
WWS#3 REVENUE	E-3702-P005-P30.004	R-9899-Y089-Y04.574	7,632.37
SSD #1 REVENUE	E-3704-P051-P14.004	R-9899-Y089-Y04.574	756.29
SSD #2 REVENUE	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	2,399.17
SSD #3A REVENUE	E-3706-P055-P14.004	R-9899-Y089-Y04.574	142.05
SSD #3B REVENUE	E-3707-P056-P14.004	R-9899-Y089-Y04.574	31.88
<b>JUVENILE COURT GRANTS</b>			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	1,774.41
CARE AND CUSTODY-YSSP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	0.00
CARE AND CUSTODY-SUBSTANCE ABUSE	E-0400-M060-M74.004	R-9899-Y089-Y04.574	0.00
PLACEMENT II	E-0400-M075-M04.000	R-9899-Y089-Y04.574	425.88
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	1,743.93
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9899-Y089-Y04.574	52.21
<b>COUNTY HEALTH</b>			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	1,359.63
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	0.00
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	669.55
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	454.70
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	397.21
TOBACCO	E-2216-F078-F02.002	R-9899-Y089-Y04.574	0.00
WOMENS HEALTH SERVICE	E-2217-F079-F01.002	R-9899-Y089-Y04.574	0.00
HEALTHY HOMES	E-2228-F080-F01.002	R-9899-Y089-Y04.574	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9899-Y089-Y04.574	0.00
PREP	E-2230-F082-F01.002	R-9899-Y089-Y04.574	317.41
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	458.04
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	302.68
CHILD & FAMILY HEALTH SERVICE	E-2233-F085-F01.002	R-9899-Y089-Y04.574	369.27

FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	816.08
<b>TOTAL WORKERS' COMP.</b>			<b>256,550.42</b>
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,788.15
		<b>GRAND TOTAL</b>	<b>258,338.57</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE DELTA DENTAL CHARGEBACKS FOR  
THE MONTHS OF OCTOBER & NOVEMBER, 2016**

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	18,640.02
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	486.92
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	459.44
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	308.64
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	205.76
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	79.04
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	26.98
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	149.20
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	97.74
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	51.44
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	0.00
E-2233-F085-F01.002 Child & Family Health Services	R-9891-Y091-Y07.500	57.36
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	539.56
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	205.76
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,728.18
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	356.56
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	51.44
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	51.44
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	253.68
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	192.02

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E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	51.44
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	308.64
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,272.26
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	205.76
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	281.16
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	409.08
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,576.02
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	216.78
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	329.08
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	35.82
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	22.14
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	449.22
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	3,264.34
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	421.74
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,450.54
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	37.70
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	<u>102.88</u>
<b>TOTAL</b>		<b>35,133.64</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE VISION INSURANCE CHARGEBACKS  
FOR THE MONTHS OF OCTOBER & NOVEMBER, 2016**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the Vision Insurance Chargebacks for the months of October & November, 2016.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	5,146.92
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	135.00
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	145.26
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	13.86
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	83.16
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	55.44
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	482.76
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	103.68
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	899.82
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72

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E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	13.86
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	13.86
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	94.05
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	53.64
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	21.64
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	40.44
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	10.18
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	0.00
E-2233-F085-F01.002 CHILD & FAMILY HEALTH SERV.	R-9891-Y091-Y06.500	15.74
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	26.34
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	13.88
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	55.44
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	161.04
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	83.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	344.70
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	55.44
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	79.56
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	524.34
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	113.38
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	434.02
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	61.00
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	93.92
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	10.38
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	3.88
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	122.94
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	119.34
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	396.54
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	27.72
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>12.06</u>
<b>TOTAL</b>		<b>10,385.37</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated November 2, 2016, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

November 2, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:  
**COMMISSIONERS**-Katie Bayness to Columbus, OH, on November 8, 2016, to attend pre-hearing at the State Personnel Board of Review.  
**DJFS**-Vince Gianangeli to Lewis Center, OH, on December 1-2, 2016, to attend the PCSAO Executive Membership meeting. Estimated cost: \$465.98

**SENIORS**-Sandy Milovac to Triadelphia, WV, to The Highlands & Olive Garden for a senior outing. A county vehicle will be used for travel.  
Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	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 meeting of October 26, 2016.

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 AGREEMENT WITH AECOM TECHNICAL SERVICES, INC./ENGINEER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede, on behalf of the board, to sign the agreement with AECOM Technical Services, Inc., for a three-year term, effective November 2, 2016 through November 1, 2019, for various environmental engineering, consulting, and construction services at various locations in an amount not to exceed \$94,564.00, based upon the recommendation of County Engineer, Fred Bennett.

*Note: This will be paid for out of the MVGT fund.*

**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (hereinafter, "Agreement") is made, entered into and effective as of this 2<sup>nd</sup> day of November, 2016 by and between Belmont County, (hereinafter, "County") and AECOM Technical Services, Inc., a California corporation (hereinafter, "AECOM"). The Parties anticipate the issuance of various written work orders under which AECOM will provide County with various environmental engineering, consulting, and construction services at various locations.

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

1. **Scope of Service**

The services that AECOM is requested and agrees to perform (the "Services") may include, without limitation, the following: (a) engineering and technological consulting services relating to the environment; (b) environmental management, site assessment and environmental auditing; (c) analysis relating to assessments of property and management procedures; (d) geotechnical services including analysis, design, engineering and construction supervision; (e) design of site restoration; (f) air monitoring and engineering (g) environmental health consulting services (h) site remediation (i) process engineering and (j) field and laboratory services in support of the above. The exact scope of the Services required of AECOM at a given location will be detailed in a Project Authorization in the form of Exhibit "A" attached to this Agreement which, upon execution by the parties, shall become a part of this Agreement.

Definitions: For the purpose of interpretation and/or clarification, the following words shall have the meaning set forth.

(i) Parties- the signatories to the Agreement. No person, not a party to this Agreement is an intended beneficiary. Subject to the prevailing law, no person not a party to this Agreement shall have any rights to enforce any provision hereof.

(ii) Services- the work to be performed by AECOM pursuant to the Agreement. Services are generally described as set forth above and specifically described in the applicable Project Authorization.

(iii) Liability- any liability finally adjudicated by a court of competent jurisdiction or other governing body having proper jurisdiction over the respective claim.

(iv) United States- the fifty (50) states, the territories and possessions of the United States, the Commonwealth of Puerto Rico and the District of Columbia.

(v) Work- the specific task(s) to be performed by AECOM under the applicable Project Authorization and/or the applicable Change Order, as described in Article 23.

(vi) Site- the property or area upon which AECOM shall perform the Services.

2. **Term**

This Agreement will commence on the date of execution of the Agreement and shall continue for a period of three (3) years, unless sooner terminated as provided herein. Thereafter, this Agreement shall automatically renew on an annual basis, unless either party give the other party at least thirty (30) days prior written notice of termination.

3. **Compensation and Terms of Payment**

(a) Compensation for Work performed under this Agreement shall generally be either on a Time and Materials or Fixed Price basis. The particular method of compensation shall be specified and agreed to between the parties for each Project Authorization (Exhibit A).

1. **If Time and Materials:** Compensation for Work performed on a Time and Materials basis shall be in accordance with the rate schedule and terms set forth in Exhibit B to this Agreement, which Exhibit shall become incorporated by reference and made a part of this Agreement. Exhibit B is subject to annual adjustment. AECOM's rates as set forth in the attached Exhibit B shall apply to such services unless the parties provide otherwise. County shall reimburse AECOM 100% of the invoiced amount within thirty (30) days from invoice date.

2. **If Fixed Price:** If the compensation arrangements are specified in the Project Authorization as being fixed price, County shall be invoiced monthly either on the basis of percentage of project completion or upon such payment schedule as agreed to in the Project Authorization. The fixed price contract amount shall be the original contract amount which shall be increased or decreased to reflect the dollar amount(s) of the Change Orders (see Article 23). County shall reimburse AECOM for 100% of the invoiced amount within thirty (30) days from invoice date.

(b) Retainer- AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the County will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

(c) Invoicing and payment- Invoices for Time and Materials ("T&M") project(s) will be issued monthly or twice per month at AECOM's option itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon County's request and at County's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. For Fixed Price projects, invoices will be issued monthly on a percentage of project completion basis, and no copies of supporting documentation shall be supplied by AECOM. Payments for all invoices (time and materials and/or fixed price) are due at the address appearing on the invoice within thirty (30) days of invoice date. Invoices not paid within thirty (30) days are subject to interest from the 31<sup>st</sup> day at the rate of 11/2% per month (18% per annum) or the maximum interest amount allowed by law, whichever is greater. In addition AECOM may, after giving seven (7) days written notice to County, suspend services without liability until the County has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate services without liability. AECOM may also choose to terminate this Agreement (or a specific Work Authorization) under Article 15, if County has failed to make timely payment. If there is a disputed amount on an invoice, County agrees to notify AECOM within fifteen (15) days of invoice date, and then County shall pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places County's account in the hands of an attorney for collection, County agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

(d) **Estimates of Costs and Schedules** AECOM's estimates of costs and schedules are for County's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by County needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule. In the event AECOM is required to exceed its original estimate for any reason, the County may wish to (1) redefine the scope of Services in order to accomplish County's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed.

(e) **Currency-** Compensation paid to AECOM shall be made in United States currency (dollars) and shall be paid in the United States. AECOM reserves the right to require that funds be paid via bank wire transfer. Costs of any bank, regulatory agency or other fees associated with the making of any payment(s) by County shall be borne by County. Should the Services or Work performed by AECOM be done outside the United States, then the "Supplementary Terms for Services Performed Outside the United States", as found in Exhibit C shall apply, in addition to the terms of this Agreement. Should a conflict or ambiguity arise as to a particular term(s), then the terms in Exhibit C shall govern as to that particular term(s).

4. **Independent Contractor**

AECOM will act solely as an independent contractor in performing services, and nothing herein will at any time be construed to create the relationship of employer and employee, partnership, or joint venturer between County and AECOM, or County's and AECOM's officers, directors, employees or agents. AECOM and its employees will have no right or authority to act for the County, and will not attempt to enter into any contract, commitment, or agreement, or incur any debt or liability, of any nature, in the name of or on behalf of County.

5. **Confidentiality**

"Confidential Information" means all technical, economic, financial, pricing, software, inventions, marketing or other information that has not been published and/or is not otherwise **made** available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this Agreement (excluding AECOM's Work Product that is delivered to County or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. County agrees that AECOM may use and publish County's name and a general description of the Services provided to County in describing AECOM's experience and qualifications to other clients and potential clients.

For purposes of this Agreement, "AECOM Technology" means all designs, graphics, charts, maps, plans, models, prototypes, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documents, manuals, photographs, negatives, tapes, discs, databases, software, hardware, technology, information, data, and items embodied in any tangible or electronic form or medium, including all intellectual property rights therein, owned or prepared by AECOM, or to which AECOM has otherwise acquired rights, prior to the effective date of this Agreement, or exclusively arising as a result of independent development by or on behalf of AECOM without reference to or use of any intellectual rights of County. Any AECOM Technology utilized by AECOM hereunder is and shall remain AECOM's sole and exclusive property. Should County request use of AECOM Technology, including but not limited to, any and all software programs, AECOM and County shall reasonably work together in good faith to enter into a separate licensing agreement.

6. **Insurance**

AECOM, at its own expense, will maintain insurance as follows:

- (a) Workers' compensation, occupational disease, employer's liability, disability benefit and other similar employee benefit insurance required under the laws of the state that apply to the work to be performed.
- (b) Commercial general liability insurance including AECOM's protective and contractual liability with a combined single limit of \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury, including death, and property damage.
- (c) Comprehensive automobile liability and insurance protection for motor vehicles used by AECOM either on or away from the site of Services with a combined single limit of \$1,000,000 per occurrence for bodily injury, including death, and property damage. Policy shall include coverage for all owned and hired motor vehicles.
- (d) Property Insurance which provides coverage for tool and equipment insurance (owned or leased) used in the prosecution of Services.
- (e) Professional Liability Insurance in the amount of \$1,000,000 per claim and in the aggregate.
- (f) Contractor's Pollution Liability insurance in the amount of \$1,000,000 per occurrence and in the aggregate.

AECOM will, upon written request, furnish County a certificate of insurance evidencing the above referenced coverage.

7. **Liability and Indemnity**

(a) **Indemnity** The following indemnity provisions shall control this Agreement:

- (1) AECOM shall indemnify, defend and hold harmless County, its officers, directors, agents, employees and affiliated and parent companies against claims, demands and causes of action of third parties, including attorneys or other professional fees and costs of defense, for personal injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM.
- (2) County assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site.

(b) **Remedies**

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by this Agreement, shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

8. **Representations and Warranties**

AECOM hereby represents and warrants to County that no portion of any payment to AECOM by County pursuant to this Agreement shall be used: (i) as a bribe, kickback, rebate or illegal political contribution for the purpose of obtaining political influence; or (ii) in violation of applicable foreign exchange control regulations, tax laws or other laws or regulations.

County warrants the completeness and accuracy of information supplied by it to AECOM and acknowledges that AECOM is relying upon such information without verification by AECOM of its completeness and accuracy. County shall immediately notify AECOM in writing of any information or data in the possession of or known to County relating to subsurface conditions affecting the site ("Site").

County agrees to advise AECOM in writing prior to the commencement of Services of the existence of dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter at or near the Site which may create a potential health hazard or nuisance to anyone working within the area and the existence and identity of any known hazardous substance or waste materials. In the event any such conditions are encountered during the course of AECOM's Services, County agrees that the Services, schedule and fees may be adjusted.

AECOM shall perform its Services in accordance with generally accepted engineering, environmental, and/or construction practices in effect at the time Services are rendered and utilized by environmental firms located in the United States and performing services of a similar nature. County acknowledges that the Services to be performed by AECOM involve the use of tests, calculations, analysis and procedures which are in a state of development, improvement and refinement and recognizes that changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future. County recognizes that while necessary for

investigations, commonly used exploration methods, such as drilling, borings or excavating trenches involve an inherent risk to the site and adjoining properties. County recognizes that the state or practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, County recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of County, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to County to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to County in enforcing the same. Subject to Article 14, AECOM warrants that, if any of its completed Services fail to conform to the above standard, AECOM will, at its expense and provided AECOM is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to County the amount paid to AECOM for the defective Services.

EXCEPT AS PROVIDED IN THIS ARTICLE, AECOM MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SHALL HAVE NO OTHER LIABILITY TO COUNTY FOR DEFECTIVE SERVICES, WHETHER CAUSED BY ERROR, OMISSION, NEGLIGENCE OR OTHERWISE.

9. **Title and Liens**

AECOM represents that title to all work, materials and equipment represented by an invoice, whether incorporated in the Project or not, will pass to County no later than the time of payment free and clear of all liens, claims, security interests and encumbrances arising out of work performed and materials furnished by AECOM (except such as covered by Bond acceptable to County).

10. **Access**

County agrees to take all actions necessary to allow AECOM and its subcontractor(s) to enter the property upon which AECOM's Services are to be performed. AECOM will take reasonable precautions to minimize any damage to the property covered by the Project Authorization and adjoining properties and any cost of correction, repair or replacement to such property shall be borne by County. County agrees to be responsible for the removal and disposal of any hazardous substance or waste uncovered as a result of the Services including drilling mud, if any, used in site investigation which may become contaminated as a result of said investigation, unless County expressly contracts with AECOM to remove it.

11. **Force Majeure**

Except for the obligation to pay for Services rendered, no liability will attach to either party from delay in performance or nonperformance caused by circumstances and/or events beyond the reasonable control of the party affected, including, but not limited to: acts of God, fire, flood, unanticipated Site conditions, explosion, war, request or intervention of a governmental authority (foreign or domestic), court order (whether in law or equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation, or acts of the County or its other contractors. Delays within the scope of this Article which cumulatively exceed thirty (30) calendar days, shall, at the option of either party, make the applicable Project Authorization subject to termination or renegotiation. Delay shall mean any type of work stoppage caused by a force majeure event. Should the County require that AECOM maintain its personnel and equipment available during the delay period, County agrees to compensate AECOM for the additional labor, equipment and any/all other direct costs associated with AECOM in maintaining its personnel on Site during the delay period.

12. **Nonhazardous Waste**

AECOM will remove from the Site, where Services are to be performed, all nonhazardous waste materials and nonhazardous rubbish (the "Rubbish") generated by AECOM in the course of, or in connection with, the work and will lawfully dispose of same at a location that is off the premises of the site.

13. **Ownership of Waste:**

(a) **Title to Waste:**

**Notwithstanding anything to the contrary in this Agreement, and unless AECOM has been expressly contracted to do otherwise, title to, ownership of, and legal responsibility and liability for any and all preexisting Waste (preexisting Waste is any Waste to be removed or handled by AECOM as part of the scope of the work, such Waste having been generated by County or existing on County's Facilities) shall at all times remain with County. AECOM shall, solely as an accommodation to County and at County's sole expense, where required by any Project Authorization, arrange for the proper handling, storage, transportation and delivery for disposal of such Waste in accordance with applicable federal, state and local laws or regulations. County shall look to the disposal facility or transporter for any responsibility or liability arising from the improper disposal or transportation of the Waste. AECOM shall not take title to the Waste, or exert any control over the County in its obligation or responsibilities as a generator or in the storage transfer or disposal of Waste. The final selection of the disposal site for all Waste shall be made by County.**

(b) **Description of Waste: In order for AECOM to handle all Waste pursuant to implementation of Services involving Remedial Action, County shall, in addition to any labeling, placarding, marking, manifesting or other such documentation required by law, provide AECOM, in advance, with a detailed written physical and chemical description or analysis of the Waste, including a listing of unique chemical characteristics. The description or analysis shall set forth the concentration or range of concentrations of the significant constituents of the Waste. In addition, at AECOM's request, County shall furnish directly to the third party owned or operated transportation or disposal facility selected to receive any of County's Waste a written certification (in the form required by such facility) of the information and data required by this paragraph to be furnished by County to AECOM. County shall promptly furnish to AECOM any information regarding known, suspected or planned changes in the composition of the Waste, and County shall accordingly update the description of the same. Further, County shall promptly inform AECOM of any toxic or otherwise hazardous property, characteristic or condition of the Waste which becomes known to County subsequent to the date of the applicable Project Authorization, and County shall accordingly update the applicable Project Authorization.**

(c) **Waste Characterization Services:**

**In connection with performing Waste characterization Services, AECOM shall provide County with suggested and, if requested, alternative sampling protocols that are available to characterize the waste, including, without limitation, sampling methods and frequency, sample location, sample size, quality control measures, sample analysis protocols, required OSHA protection levels and associated costs, and it shall be the County's responsibility as owner/generator of the Waste to approve the particular sampling to be used by AECOM.**

(d) **Waste Packaging:**

**In the event the Waste is packaged by County in drums or other containers prior to delivery to AECOM, County warrants that such Wastes shall be prepared for shipment and packaged in containers specified by the then current and applicable regulations of the United States Department of Transportation, Environmental Protection Agency and/or such successor or related federal, state or municipal agencies, as the case may be, and shall be marked and placarded in accordance with applicable regulations.**

(e) **Generator Identification Number:**

**Notwithstanding anything to the contrary in this Agreement, County will provide U.S. EPA and State Generator I.D. Numbers and will have a representative on site to sign a manifest for any hazardous waste to be removed from the site.**

14. **Limitations of Liability**

To the greatest extent allowed by law, County agrees that AECOM's aggregate liability to County and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services or the Site, shall be limited to the lesser of \$100,000 or the total amount of compensation received by AECOM hereunder. In the event that claims involving this Agreement or the Services are sought to be resolved through litigation or arbitration, the prevailing party shall be entitled to collect from the other party all litigation costs and expenses, including attorneys fees and expert fees, incurred in successfully



prosecuting or defending such action. All claims arising under or in connection with this Agreement, the Services or the Site must be filed in a court of competent jurisdiction or with other mutually agreed to dispute resolution authority, as set forth in Article 25, within one (1) year of the completion of the Services or be forever barred.

15. **Termination**

Either party may terminate this Agreement by written notice given to the other party at least thirty (30) days prior to the effective date of such termination. AECOM may terminate its Services if, upon seven (7) days written notice to County, through no act or fault of AECOM: 1) the Work is suspended for a period of more than thirty (30) calendar days by the County, 2) a stop work order of a court or other public authority is issued and/or 3) County fails to make timely payment of invoices. AECOM shall recover from County payment for all Services performed and any expense sustained thereby resulting from said termination.

16. **Usage of Data and Documents**

"Work Product" consists of all reports, notes, laboratory test data and other information prepared by AECOM for delivery to County. County shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. County may release the Work Product to third parties at its sole risk and discretion; provided, however, AECOM shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product.

17. **Subsurface Conditions Indemnification**

Notwithstanding anything to the contrary elsewhere in this Agreement, County shall be responsible for and shall inform AECOM of subsurface conditions or damage to subsurface structures, whether owned by County or any third party, the presence or location of which were not adequately marked and revealed to AECOM by the County in writing prior to the commencement of AECOM's performance under this Agreement.

18. **Controlling Agreement**

This Agreement is intended to and does provide the terms and conditions which govern the Services performed by AECOM hereunder. Any terms and conditions contained in County's solicitation of proposals, work orders, scope of work, purchase orders, compensation, or any Subordinate Agreements that are inconsistent with terms and conditions contained in the Agreement are superseded and governed by this Agreement. This Agreement and the attached Exhibits, including future Project Authorizations, contains the entire understanding between the parties, and all prior or contemporaneous promises, representations, agreements or understandings are expressly merged herein and superseded hereby. No modification shall be effective except in writing and executed by the parties. This Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same Agreement and each of which can stand alone as the original Agreement.

19. **EEO Compliance**

Unless this Agreement is exempted by law, AECOM shall comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam ERA Veterans' Readjustment Assistance Act of 1974, and rules and regulations issued pursuant to said Order and Acts, as amended, all of which are incorporated herein by reference.

20. **Notice**

Any notice hereunder will be in writing and shall be effective when delivered personally or when deposited in the United States mail, postage prepaid, and registered or certified, to the following:

**County**

**Address**

**City, State, Zip**

**Attn:**

**AECOM Technical Services Inc.**

**250 Apollo Drive**

**Chelmsford, Massachusetts 01824**

**Attn: Legal/Contracts Department**

21. **Assignment**

This Agreement will not be assigned by AECOM or County, either voluntarily, involuntarily, or by operation of law. Any attempt to assign this Agreement shall be null and void and of no effect.

22. **Waiver/Governing Law**

The failure of AECOM at any time to enforce any right and/or remedy available to it under this Agreement shall not be construed to be a waiver of said right and/or remedy. It is the intent of the parties that the validity, interpretation and construction of the Agreement shall be governed by the law of the State of Ohio, United States, excluding its conflict of laws provision thereof. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Belmont, State of Ohio. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Belmont, State of Ohio shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

23. **Changes**

Notwithstanding any other terms to the contrary herein, AECOM's compensation hereunder shall be subject to adjustment to recognize any increase in costs due to changes ("Changes") in AECOM's Scope of Services from that included in AECOM's proposal or for additional Work requested by County. Such Changes shall include, but not be limited to Changes in the manner or method of AECOM's performance of Services or due to Changes in schedule or circumstances not solely caused by AECOM. These Changes shall be verified in writing by the parties and performed on the basis of mutually agreed rates, or other such basis agreed to by the parties.

24. **Savings Provision**

Should one or more of the provisions of this Agreement be held by a court of law to be invalid, illegal or unenforceable, for any reason and in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement. The Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. **Dispute Provision**

The parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include, but not be limited to a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternate forms of dispute resolution. Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, AECOM reserves the right to suspend its Services hereunder and shall so timely notify County.

26. **Taxes.**

The prices quoted by AECOM for the applicable Project Authorization under this Agreement are exclusive of all applicable sales, use or other taxes that may be charged against AECOM or County at any time in connection with AECOM's Services (or Work) and/or any materials, equipment or services purchased by AECOM in connection with the performance of AECOM's Services. County hereby agrees to pay directly or promptly reimburse AECOM for any and all such taxes.

27. **Exhibits.**

The following exhibits attached hereto shall be incorporated and made a part of this Agreement:

November 2, 2016

Exhibit A- Project Authorization  
Exhibit B- Schedule of Rates

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first shown above.

**AECOM Technical Services Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form;  
David K. Liberati /s/ assist  
Prosecuting Attorney

Upon roll call the vote was as follows:

**COUNTY**

By: Ginny Favede /s/  
Name: Ginny Favede  
Title: President  
Date: 11/2/16

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

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION FOR VACATION  
OF UNNAMED ROAD IN LOOMIS IN GOSHEN TWP./RD. IMP 1149**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following Public Road Petition for the “vacation of an unnamed road in Loomis located in Goshen Township, Sec. 06, T-7, R-5 and recorded in Cabinet D, Slide 226, Belmont County Recorder’s office” and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation, hereinafter known as Road Improvement #1149, in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION**  
**Rev. Code Sec. 5553.04**  
**WITH PETITION**

Belmont County, Ohio

October 28, 2016  
IMP- 1149

To the Honorable Board of County Commissioners of Belmont County, Ohio:

*The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of a unnamed road in Loomis which is located in Goshen Twp. Sec 06, T-7, R-5 and on Cab. D Slide 226 in the Belmont County Recorder Office a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.*

*The following is the general route and termini of said road:*

Starting at the southwest corner of LOT#25 heading 150 feet in a southeastern direction to the southeastern corner of LOT #23 in a width of 40 feet to end at the intersection of Twp. 91 (Loomis Lane)

**PUBLIC ROAD PETITION**

**NAME (SIGN & PRINT)**

**TAX MAILING ADDRESS (PLEASE PRINT)**

Shawn Thompson /s/	64620 Loomis Lane
Shawn Thompson	Belmont, Ohio 43718
James J Wehr /s/	58716 PLEASN RG RD
James J Wehr	Belmont OH 43718
Maxine Jurovcik /s/	43845 Main Street
Maxine Jurovcik	Belmont, Ohio 43718
Courtney Duncan /s/	45161 Belmont-Warnock Rd
Courtney Duncan	Belmont, OH 43718
Edna Thompson /s/	43950 Shirbish Drive
Edna Thompson	Belmont, Ohio 43718
Martha Heskett /s/	210 Center Street - P.O. Box 97
Martha Heskett	Belmont, Ohio 43718
Lou Shower /s/	Box 266 Belmont Ohio 43718
Lou Shower	
Charles W Lewis III /s/	230 E. Main St. St Clairsville, OHIO 43950
Charles W Lewis III	
Rick Sutton /s/	
Rick Sutton	45168 Belmont OH 43718
Dale Stull /s/	207 Spring St
Dale Stull	Flushing OH 43977
Paul K. Wilkinson /s/	320 E. MAIN ST.
Paul K. Wilkinson	Belmont - Ohio - 43718
Joe Thompson /s/	64595 LOOMIS LN
Joe Thompson	Belmont Oh 43718
Mike Higgenbotham /s/	43720 Water Tower Rd
Mike Higgenbotham	Belmont Ohio 43718
Larry Jarrett /s/	411 South Main
Larry Jarrett	Bethesda, Ohio 43719

November 2, 2016

Kyle E Miller /s/ 63900 Hunter Belmont Rd  
Kyle E. Miller Belmont, Ohio 43718  
Bruce Miller /s/ 63900 Hunter Belmont Rd  
Bruce Miller Belmont, OH 43718  
Sonya Higgenbotham /s/ 64643 Loomis LANE  
Sonya Higgenbotham Belmont, Ohio 43718  
David W. Higgenbotham /s/ 64643 Loomis LANE  
David W. Higgenbotham Belmont, Ohio 43718

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF  
AN UNNAMED ROAD IN LOOMIS**

**GOSHEN TWP. SEC. 06, T-7, R-5/RD IMP 1149**

**Office of County Commissioners**

**Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice  
Thereof on Public Road Petition  
Rev. Code, Sec. 5553.05  
RD. IMP. 1149**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 2nd day of November, 2016 at the office of the Commissioners with the following members present:

Mrs. Favede  
Mr. Coffland  
Mr. Thomas

Mrs. Favede moved the adoption of the following:

**RESOLUTION**

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate unnamed road in Loomis located in Goshen Township Section 06, T-7, R-5 and on Cab. D Slide 226 in the Belmont County Recorder's Office..

RESOLVED, That the 16th day of November, 2016 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 22nd day of November, 2016, at 9:45 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted November 2, 2016

Jayne Long /s/

Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating,:" "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING  
PUBLIC ROAD (by publication)  
Rev. Code, Sec. 5553.05**

**ROAD IMP. # 1149**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of an unnamed road in Loomis which is located in Goshen Twp. Sec 06, T-7, R-5 and on Cab. D Slide 226 in the Belmont County Recorder's Office, a Public Road, the general route and termini of which Road are as follows:

Starting at the southwest corner of LOT#25 heading 150 feet in a southeastern direction to the southeastern corner of LOT #23 in a width of 40 feet to end at the intersection of Twp. 91 (Loomis Lane)

Said Board of County Commissioners has fixed the 16th day of November, 2016, at 12:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 22nd day of November, 2016, at 9:45 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,  
Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk

**ADV. TIMES LEADER (2) Tuesdays: November 8, 2016 and November 15, 2016**

**IN THE MATTER OF APPROVING AND SIGNING  
CERTIFICATE OF SUBSTANTIAL COMPLETION FOR  
COLAIANNI CONSTRUCTION, INC./FLUSHING SENIOR CENTER PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Certificate of Substantial Completion for Mid Atlantic Storage Systems, Inc. for the Belmont County Sanitary Sewer District Water Treatment Plant Finished Water Storage Tank Project, based upon the recommendation of Kelly Porter, Sanitary Sewer Director. Date of Substantial Completion: October 1, 2016.

Upon roll call the vote was as follows:

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

November 2, 2016

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE STATE OF OHIO, OFFICE OF COMMUNITY DEVELOPMENT-FINAL PERFORMANCE REPORT FOR GRANT NUMBER S-P-14-1AG-1, FAIRGROUNDS SEWERAGE PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the State of Ohio, Office of Community Development - Final Performance Report for Grant Number S-P-14-1AG-1, Fairgrounds Sewerage Project. [Note: Belmont County received \$100,000.00 in Appalachian Regional Commission (ARC) funding for this project and provided \$850,000.00 in local funds.]

Upon roll call the vote was as follows:

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

Commissioner Favede acknowledged, on behalf of the board, that the \$100,000 ARC Grant was a collaborative effort on behalf of Ohio State Extension office and the Ohio University Eastern. She said they spent a year putting together a Strategic Plan on behalf of the fair and then Sanitary Sewer Director Kelly Porter and the Board of Commissioners utilized the Strategic Plan to apply for the funds.

**IN THE MATTER OF APPROVING ESTIMATE FROM PANHANDLE CLEANING & RESTORATION/DKI OF WHEELING/HEALTH DEPARTMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve estimate W27907-M in the amount of \$7,628.63 from Panhandle Cleaning & Restoration/DKI of Wheeling for all labor and materials necessary to clean and seal walls and clean carpet in two rooms at the Belmont County Health Department that sustained water damage.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Richard Hord inquired about the status of the Building Department. Mr. Thomas said the Port Authority Department is reviewing new applications received in the last thirty days. He said the law requires certain degrees and/or years of experience in electrical issues, HVAC issues, construction issues, etc. He said, "We can't move forward until those individuals are in place."

**BREAK**

**9:30 Belmont Soil and Water Conservation District**

**Re: Department Update**

Present: Liza Butler, Administrator and Wildlife/Forestry Specialist; Sarah Horton, Administrative Assistant; Samantha Hearn, Agriculture Technician; and Abbey Hayward, Captina Watershed Coordinator.

Ms. Butler said Division of Soil and Water Ohio-Department of Natural Resources have transferred to Ohio Bureau of Agriculture Division of Soil and Water Conservation. "Some of the major changes that have taken place through that transformation are pollution abatement on the agriculture side of things, we still have jurisdiction," said Ms. Butler. She said in the spring they have tree seedling, fish fingerling and wildlife seed sales. She noted upcoming projects in the works are a 20-acre pollinator planting in Colerain Township, a Project Wild and Aquatic Wild class for educators will be held later this month and a livestock predator meeting this month. Ms. Hearn said the total amount paid out for Fiscal Year 2016, for Natural Resources Conservation contracts, is \$126,158. This is for landowners in Belmont County who have implemented conservation practices on their land. She added that the office is able to rent out a no-till drill, a no-till corn planter and a lime spreader. Ms. Haywood said she will submit a grant proposal to continue funding the watershed coordinator position that will continue the position for three years. Ms. Horton said they took part in the Ohio Pollinator Habitat Initiative's milkweed seed pod collection which resulted in 2,000 seed pods collected. She noted the milkweed plant is necessary for monarch butterflies to reproduce and survive; these butterflies are important pollinators and their population is declining. Ms. Butler explained the CAUV tax and the requirements to qualify. She noted that Soil & Water monitors this also. Mr. Coffland inquired if the oil and gas activity in the county changed their daily work routine much. Ms. Butler said they do not have any jurisdiction with oil and gas since the permits were already in place. The Board of Commissioners thanked all for the job they do.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:55 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Thomas to enter executive session with Bryan Butcher, Clemans Nelson & Associates, and Sheriff Dave Lucas pursuant to ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:42 A.M.**

Motion made by Mrs. Favede seconded by Mr. Coffland to exit executive session at 10:42 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:43 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation and employment of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:11 A.M.**

Motion made by Mrs. Favede seconded by Mr. Coffland to exit executive session at 11:11 a.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

November 2, 2016

Mr. Thomas Yes

**AS A RESULT OF EXECUTIVE SESSION-THE FOLLOWING ACTION WAS TAKEN**

**IN THE MATTER OF APPROVING THE PROMOTION OF BRIAN WARE TO DISTRIBUTION MANAGER/SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the promotion of Brian Ware to Distribution Manager for the Belmont County Sanitary Sewer District, effective November 7, 2016; compensation will be in accordance with the Belmont County Sanitary Sewer District Job Classification Handbook.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF RICHARD ST. JOHN AS FULL-TIME LPN/PARAMEDIC/JAIL & SARGUS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Richard St. John for the position of full-time LPN/Paramedic at the Belmont County Jail and Sargus Center, effective November 14, 2016, at the rate of \$15.42 per hour.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF DEANNA HANES AS INTERMITTENT LICENSED PRACTICAL NURSE/PARAMEDIC/JAIL & SARGUS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Deanna Hanes as an Intermittent Licensed Practical Nurse/Paramedic at the Belmont County Jail and Sargus Center, effective November 7, 2016, at the rate of \$15.42 per hour.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:13 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Katie Bayness, HR Administrator and Bryan Minder, Director, Belmont County 911, pursuant to ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:30 A.M.**

Motion made by Mrs. Favede seconded by Mr. Thomas to exit executive session at 11:30 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN**

**IN THE MATTER OF ENTERING INTO A MEMORANDUM OF UNDERSTANDING BETWEEN AFSCME, OHIO COUNCIL 8 AND THE COMMISSIONERS REGARDING APPROVED 2016 HOLIDAY LEAVE SCHEDULE FOR EMPLOYEES OF THE BUILDINGS & GROUNDS DEPT.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Memorandum of Understanding between AFSCME, Ohio Council 8, Local 702, 2015-MED-10-1107 and the Belmont County Board of Commissioners regarding the approved 2016 Holiday Leave Schedule for those employees of the Building and Grounds Department covered by the current collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING**

**Regarding Holiday Leave Schedule**

**American Federation of State, County and Municipal Employees, Council 8  
Belmont County Commissioners re Building and Grounds Department**

This Memorandum of Understanding ("MOU") is entered into between the American Federation of State, County and Municipal Employees, Ohio Council #8, Local 702, ("Union") and the Belmont County Board of Commissioners ("Commissioners"). This MOU explains the parties' intent regarding the designation of holidays under Article 27 of the collective bargaining agreement between the Commissioners and the Union that took effect as of March 1, 2016 (the "CBA").

In exchange for the elimination of "General Election Day" (1/2 day per County policy) from the holidays listed in Article 27 of the CBA, the parties agree to add a paid full holiday scheduled November 25, 2016 [the day after Thanksgiving, eight (8) hours holiday pay].

This MOU shall only be in force and effect for the 2016 calendar year. Unless a subsequent agreement is reached, the Union shall retain only those holidays currently listed in Article 27 of the CBA during the 2017 calendar year.

This action shall not set a precedent regarding the designation of holiday days beyond 2016 and this MOU shall not form the basis for any claim of past practice or entitlement to advancement in the futures.

Tracy E. Oates /s/

Union Representative

Jack Regis /s/

Commissioners Representative

Upon roll call the vote was as follows:

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

10/31/16

Date

11/2/16

Date

November 2, 2016

November 2, 2016

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:32 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:32 a.m.  
Upon roll call the vote was as follows:

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

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

Ginny Favede /s/\_\_\_\_\_

Mark A. Thomas /s/\_\_\_\_\_ COUNTY COMMISSIONERS

Matt Coffland /s/\_\_\_\_\_

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

Ginny Favede /s/\_\_\_\_\_ PRESIDENT

Jayne Long /s/\_\_\_\_\_ CLERK