

St. Clairsville, Ohio

December 7, 2016

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.**

**Commissioner Favede asked for a moment of silence in recognition of the 75<sup>th</sup> anniversary of the bombing of Pearl Harbor.**

**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 \$989,302.30**

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:

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0056-A006-E05.000 Contract-Repairs	E-0056-A006-E08.003 PERS	\$ 8,300.00
E-0257-A017-A00.000 Contingencies	E-0061-A002-B04.012 Equipment	\$10,000.00

**H00 PUBLIC ASSISTANCE FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H16.006 Hospitalization	E-2510-H000-H07.000 Purchased Services	\$100,000.00

**K00 MVGT-ENGINEER'S FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2812-K000-K24.000 Other Expense	E-2812-K000-K12.000 Materials	\$ 20.00
E-2813-K000-K37.000 Other Expense	E-2813-K000-K26.000 Materials	\$ 20.00

**M60 CARE AND CUSTODY FUND/JUVENILE COURT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0400-M060-M29.008 Insurances C-CAP	E-0400-M060-M25.002 Salaries C-CAP	\$20,000.00

**S17 CHILDREN SERVICES FUND/BCDJFS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2765-S017-S31.000 Other Expenses/Local Levy	E-2765-S017-S28.000 Protect Ohio Expenses	\$60,000.00

**S30 OAKVIEW JUVENILE REHABILITATION FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$25,000.00

**S33 DISTRICT DETENTION HOME FUND/SARGUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0910-S033-S36.012 Equipment	E-0910-S033-S47.006 Other-Hospitalization	\$1,629.04
E-0910-S033-S45.004 Workers' Comp.	E-0910-S033-S38.011 Contract-Services	\$3,000.00
E-0910-S033-S45.004 Workers' Comp.	E-0910-S033-S39.000 Food Service	\$3,176.38
E-0910-S033-S45.004 Workers' Comp.	E-0910-S033-S43.000 Travel & Training	\$1,000.00

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:

**A00 GENERAL FUND AND THE N14 SSD #2 CAPITAL IMPROVEMENT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9022-N014-N07.574 Transfers In	\$20,000.00

**A00 GENERAL FUND AND THE N22 WWS #3 CAPITAL IMPROVEMENTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$80,500.00

**A00 GENERAL FUND AND THE O50 NOTE RETIREMENT-2014 WATER SYSTEM IMPROVEMENT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9250-O050-O10.574 Transfers In	\$ 9,119.85

**H00 PUBLIC ASSISTANCE FUND AND THE Y89 WORKERS' COMP. HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H08.004 GR/Work. Comp.	R-9899-Y089-Y04.574 Transfers In	\$ 4,095.17

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*NOVEMBER 22, 2016\*\***

**O12 NEFFS BOND RETIREMENT FUND/BCSSD**

E-9312-O012-O01.050	Principal Loan Payments	\$8,881.44
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**\*\*DECEMBER 7, 2016\*\***

**A00 GENERAL FUND/COMMON PLEAS COURT**

E-0061-A002-B05.000	Intense Probations-Clerk of Courts	\$7,884.49
E-0257-A015-A15.074	Transfers-Out	\$9,119.85

**E10 9-1-1 FUND**

E-2200-E010-E07.000 Other Expenses \$1,912.00

**E11 9-1-1 WIRELESS FUND**

E-2300-E011-E01.011 Contract Services \$12,276.39

**H08 WIA AREA 16 FUND/BCDJFS**

E-2610-H008-H14.000 Belmont Co-OWIP \$3,000.00

**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L01.002 Salaries \$5,797.00

**N14 SSD #2 CAPITAL IMPROVEMENT FUND/BCSSD**

E-9014-N014-N07.055 2017 Wastewater System Upgrade \$20,000.00

**N22 WWS #3 CAPITAL IMPROVEMENTS FUND/BCSSD**

E-9022-N022-N07.055 2017 Water System Upgrade \$80,500.00

**N41 ISSUE TWO MONIES FUND**

E-9041-N041-N10.055 Project Payments \$75,375.00

**S31 NSLA-OAKVIEW JUVENILE FUND**

E-8011-S031-S02.000 Food (NSLA/Meal Tickets) \$1,274.42

**S33 DISTRICT DETENTION HOME FUND/SARGUS**

E-0910-S033-S33.002 Salaries \$20,000.00

E-0910-S033-S44.003 OPERS/STRS \$ 5,000.00

E-0910-S033-S47.006 Hospitalization \$ 1,000.00

E-0910-S033-S48.007 Unemployment \$ 1,000.00

E-0910-S033-S61.000 Food Service Expenses/GS \$ 2,000.00

**T11 COMMISSIONERS' CDBG FUND**

E-9702-T011-T02.000 HOME Grant Expenses \$26,627.00

**W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND**

E-1511-W080-P05.003 PERS \$ 700.00

E-1511-W080-P07.006 Hospitalization \$2,464.99

E-1511-W080-P15.000 Rent \$ 608.00

**SHERIFF/VARIOUS FUNDS**

E-0131-A006-A09.000 Medical \$1,417.13

E-0131-A006-A21.000 Towing \$ 125.00

E-0131-A006-A23.000 Background \$ 129.00

E-0131-A006-A24.000 E-SORN \$ 120.00

E-0131-A006-A26.000 K-9 Account \$ 50.00

E-0131-A006-A28.000 Shop with a Cop \$ 50.00

E-0131-A006-A32.000 Warrant Fee \$1,380.00

E-1652-B016-B02.000 Education Expenses \$ 40.00

E-5100-S000-S01.010 Supplies \$ 8,812.49

E-5101-S001-S06.000 License Issuance Exp \$ 994.00

E-5101-S001-S07.012 Equipment \$ 1,142.00

E-9710-U010-U06.000 Other Expenses \$ 5,546.90

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PO'S**

Motion made by Mrs. Favede, seconded by Mr. Thomas 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 December 7, 2016:

***CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

A00 General Fund

E-0011-A001-B04.012 Equipment \$ 2,602.40

E-0011-A001-B11.000 Other Expenses \$ 4,032.79

J00 Real Estate Assessment

E-1310-J000-J03.011 Contract-Services \$41,581.79

E-1310-J000-J06.000 Other Expenses \$10,307.49

Upon roll call the vote was as follows:

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

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

**CHARGEBACKS FOR THE FOURTH QUARTER PERIOD:(OCTOBER, NOVEMBER & DECEMBER, 2016)**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the

Fort Dearborn Life Insurance Chargebacks for the Fourth Quarter (October, November & December, 2016)

Transfer From	Transfer To	Amount
<b>E-0256-A014-A09.006 TOTAL GENERAL FUND</b>	<b>R-9891-Y091-Y05.500</b>	<b>2,150.05</b>
E-1551-S088-S03.006 CTY CT PROBATION	R-9891-Y091-Y05.500	0.00
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y05.500	40.86
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y05.500	52.29
E-1410-W082-T097.006 TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y05.500	66.30
E-0910-S033-S47.006 D.D.HOME	R-9891-Y091-Y05.500	188.70

E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	286.28
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	7.65
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	7.65
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	43.38
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	3.84
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	198.90
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	53.55
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	38.70
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	145.26
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	23.52
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	32.10
E-3706-P055.P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	3.93
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.32
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	15.30
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	5.10
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	53.55
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	119.45
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	683.52
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	77.82
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	45.61
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	0.00
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	11.97
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	2.57
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	0.00
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	25.22
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	5.99
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	4.28
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	45.90
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	30.60
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	7.65
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	7.65
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	22.95
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	7.65
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	7.65
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	30.60
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	15.30
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	0.00
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	7.65
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	0.00
<b>Total amount this transfer</b>			<b>4,578.26</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 December 7, 2016, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:  
**DJFS**-John Regis to Columbus, OH, on December 5, 2016, for OCDA Fiscal Training. A county vehicle will be used for travel. Estimated expenses: \$12.00. William Marinacci to Jacksonville, FL, on December 20-21, 2016, for a home visit/inspection. Estimated expenses :\$540.00.  
**SSD**-Alec Dombroski to Minerva, OH, on December 15, 2016 and Tuesday, December 20, 2016, for the disposal of asbestos materials at Minerva Enterprise. A county vehicle will be used for travel.

**SENIORS**-Linda Wells to Triadelphia, WV, on December 9, 2016, to The Highlands. 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 November 22, 2016.

Upon roll call the vote was as follows:

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

Commissioner Favede made the following announcements:

- The Board of Commissioners is accepting applications to fill a vacancy on the Law Library Resource Board. Interested parties can contact the commissioners' office at [740-699-2155](tel:740-699-2155) to request an application. Applications will be accepted through Friday, December 9, 2016.
- The Board of Commissioners will be reconvening Friday, December 9, 2016, for Budget Hearings.

**IN THE MATTER OF APPROVING AND SIGNING QUITCLAIM DEED BETWEEN OHIO VALLEY PLACE, LLC, AND SANITARY SEWER DISTRICT BY AND THROUGH BOARD OF COMMISSIONERS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the quitclaim deed between Ohio Valley Place, LLC, the grantor, and the Belmont County Sanitary Sewer District #2, by and through the Belmont County Board of Commissioners, the grantee. Said conveyance is for a portion of tax parcel 32-01845.00 which includes the sewerage lift station and the appurtenances located on the same. Portion of Tax Parcel No. 32-01845.000, New Auditor Tax Parcel No.: \_\_\_\_\_

**QUIT-CLAIM DEED**

OHIO VALLEY PLACE, LLC, a limited liability company duly organized and existing under the laws of the State of Ohio, and having offices at 5577 Youngstown-Warren Road, Niles, Ohio 44446 ("Grantor") ("Easement Grantor"), for and in consideration of Ten and 00/100 Dollars (\$10.00) cash, in hand paid, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and BELMONT COUNTY SANITARY SEWER DISTRICT (SSD by and through the Belmont County Board of Commissioners, and its successors and assigns, having a tax mailing address of 68325 Bannock Road, St. Clairsville, Ohio 43950 ("Grantee"), enter into this Deed as follows:

Grantor grants, bargains, sells, transfers, conveys, and confirms to Grantee, in fee simple absolute as to Parcel 1 below and together with Easement Grantor, as its interests may appear, the following easements: Parking Easement, Current Access Easement and Future Access Easement; Grantee's successors and assigns forever, the following described real estate, together with any and all improvements located on Parcel 1 below, situated in the State of Ohio, Township of Richland, and the County of Belmont, to-wit:

**Parcel 1:**

Situated in the State of Ohio, County of Belmont and the Township of Richland. Being part of the northeast quarter of Section 33, Township 6, Range 3 and a portion of a 36.0154 acre parcel recorded in Official Record Volume 365 Page 677 of the Belmont County Record of Deeds.

Commencing at a 5/8 inch diameter iron pin (set) on the southerly LA/ROW line of Interstate Route 70, 340 feet right of centerline station 1045+00 as shown on Centerline Survey Plat BEL-70-20.00 recorded in Cabinet D Slides 92 & 93 of the Belmont County Record of Plats.

Thence from said place of commencement and following the boundary line of said 36.0154 acre parcel, South 01 degree 23 minutes 01 second East 339.29 feet to a 5/8 inch diameter iron pin (set), thence leaving the boundary line of said 36 0154 acre parcel South 1 7 degrees 46 minutes 07 seconds West 190.94 feet to a 5/8 inch diameter iron pin (set) at the Place of Beginning for the herein described parcel.

Thence from said place of beginning on a line parallel with and 5 feet from the easterly face of the existing lift station building, South 10 degrees 42 minutes 56 seconds West 21.67 feet to a 5/8 inch diameter iron pin (set), thence on a line parallel with and 5 feet from the southerly face of the existing lift station building North 79 degrees 17 minutes 04 seconds West 29.47 feet to a 5/8 inch diameter iron pin (set), thence on a line parallel with and 5 feet from the westerly face of the existing lift station building North 10 degrees 42 minutes 56 seconds East 21.67 feet to a 5/8 inch diameter iron pin set, thence along the northerly face of the existing lift station building South 79 degrees 17 minutes 04 seconds East 29.47 feet to the place of beginning.

Containing 0.015 acre and further identified as being part of Auditor Parcel #32- 01845.000.

Bearings in this description refer to the Grid Meridian of the Ohio Coordinate System, South Zone NAD83 (2011) as determined by GPS Observation.

This description prepared by Terry L. Steffl, Licensed Surveyor 6846, after a field survey of the parcel herein described during December, 2016.

**Parking Easement:**

A non-perpetual, nonexclusive easement for pedestrian and vehicle ingress and egress and vehicle parking directly adjacent to Parcel 1, over and across that portion of Grantor's and Easement Grantor's land as described in Exhibit A, attached hereto and, by this reference, incorporated herein, and as shown illustrated on Exhibit A-1 , attached hereto and, by this reference, incorporated herein (the "Parking Easement Area"), for the benefit of Grantee, and their respective agents, employees, contractors and other invitees.

Notwithstanding anything herein to the contrary, it is understood and agreed by Grantor, Easement Grantor and Grantee that this Parking Easement shall be automatically extinguished upon the Grantee's reversionary transfer of Parcel 1 to Grantor in accordance with Article 4 of Additional Acknowledgments and Agreements.

Current Access Easement:

a non-perpetual, nonexclusive easement for pedestrian and vehicle ingress and egress, over and across that portion of Grantor's and Easement Grantor's land as described in Exhibit B, attached hereto and, by this reference, incorporated herein, and as shown illustrated on Exhibit B-1, attached hereto and, by this reference, incorporated herein (the "Current Access Easement Area"), for the benefit of Grantee, and their respective agents, employees, contractors and other invitees.

It is understood and agreed by Grantor, Easement Grantor and Grantee that this Current Access Easement shall be automatically extinguished upon the occurrence of either of the following events: (1) the opening of the Belmont County roadway known as BEL-CR29-0.04 that is to be constructed by the Ohio Department of Transportation to connect the existing Richland Township road known as Mall Road (i.e., TR314) to State Route 40, or (2) Grantee's reversionary transfer of Parcel 1 to Grantor in accordance with Article 4 of Additional Acknowledgments and Agreements.

Subject to the provisions of the previous paragraph, the grant and other provisions of this Current Access Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Future Access Easement:

Subject to the provisions of the next grammatical paragraph, a non-perpetual, nonexclusive easement for pedestrian and vehicle ingress and egress, over and across that portion of Grantor's and Easement Grantor's land as described in Exhibit C, attached hereto and, by this reference, incorporated herein, and as shown illustrated on Exhibit C- 1, attached hereto and, by this reference, incorporated herein (the "Future Access Easement Area"), for the benefit of Grantee, and their respective agents, employees, contractors and other invitees.

It is understood and agreed by Grantor, Easement Grantor and Grantee that this Future Access Easement shall not become effective unless and until the opening of the Belmont County roadway known as BEL-CR29-0.04 that is to be constructed by the Ohio Department of Transportation to connect the existing Richland Township road known as Mall Road (i.e., TR314) to State Route 40. Notwithstanding anything herein to the contrary, it is understood and agreed by Grantor, Easement Grantor and Grantee that this Future Access Easement shall be automatically extinguished upon the Grantee's reversionary transfer of Parcel 1 to Grantor in accordance with Article 4 of Additional Acknowledgments and Agreements.

Subject to the provisions of the previous paragraph, the grant and other provisions of this Future Access Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Additional Acknowledgments and Agreements

1. Grantor and Grantee acknowledge and agree that Grantor has built, at its own expense, a sewage lift station and sewer lines (the "System") to Grantee's specifications. The installation, size, type of fittings, manholes, pump(s), lift station and all other components of the System were approved by Grantee and Ohio EPA prior to construction. The System became the property of Grantee under the terms of that certain Sewer Project Agreement dated August 10, 2016, by and between Grantor as the "Developer" and Grantee as the "District," whereby Grantee assumed all obligations to operate, maintain, repair and restore the System in accordance with all applicable local, state and federal laws, rules, codes and regulations.

2. Grantor and Grantee further acknowledge and agree that the sewage lift station portion of the System is located on Parcel 1.

3. Grantee covenants and agrees that Grantee (or any successor governmental entity performing the same functions as the Grantee) shall use Parcel 1 solely for the operation of the System and any other use of Parcel 1 shall be strictly prohibited.

4. Grantee further covenants and agrees that, if the sewage lift station portion of the System is subsequently no longer located on Parcel 1, or if Grantee (or any successor governmental entity performing the same functions as the Grantee) determines that ownership of Parcel 1 is not necessary or prudent, then within ninety (90) days thereafter, Grantee covenants and agrees to convey Parcel 1 back to Grantor by executing the reversionary quit-claim deed for Parcel 1, that is substantially in the form shown illustrated on Exhibit D, attached hereto and, by this reference, incorporated herein.

5. Grantee further covenants and agrees that, prior to conveying Parcel 1 back to Grantor, Grantee (or any successor governmental entity performing the same functions as the Grantee) will restore Parcel 1 to a condition that is, in Grantor's reasonable opinion, the same or better than the condition of Parcel 1 prior to the construction of the System, and such restoration of Parcel 1 will be in accordance with all applicable local, state and federal laws, rules, codes and regulations.

IN WITNESS WHEREOF, Grantor, Easement Grantor and Grantee have caused this Quit-Claim Deed to be signed and made effective as of the 7<sup>th</sup> day of December, 2016.

GRANTOR and EASEMENT GRANTOR: OHIO VALLEY PLACE, LLC

By: Anthony M Cafaro Jr. /s/  
Anthony M. Cafaro, Jr., Authorized Agent

By: Robert I Mackall III /s/  
Robert L. Mackall, III, Authorized Agent

GRANTEE: BELMONT COUNTY SANITARY SEWER DISTRICT (SSD #2) by and through the Belmont County Board of Commissioners

By: Ginny Favede /s/  
Ginny Favede, President

By: Matt Coffland /s/  
Matt Coffland, Vice President

By: Mark Thomas /s/  
Mark Thomas, Commissioner

Upon roll call the vote was as follows:

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

**THE MATTER OF ADOPTING RESOLUTION GRANTING AUTHORITY TO THE DIRECTOR OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO TRANSFER FUNDS FROM THE PA FUND TO THE CSEA FUND FOR SFY 2017**

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the following:

**RESOLUTION**

**Whereas**, the Child Support Enforcement Agency (CSEA) of Belmont County operates an administrative fund for the operation of a child support enforcement program; and

**Whereas**, the activities of the child support enforcement program are allowable activities as defined by Ohio Administrative Code 5101:9-6-83; and

**Whereas**, in order to properly access these fund for this purpose, the funds must be transferred from the Public Assistance (PA) Fund in which they are received from the Ohio Department of Job and Family Services into the CSEA Fund of the Belmont County Department of Job and Family Services.

**Now, Therefore Be It Resolved**, the Board of Commissioners of Belmont County on this 7<sup>th</sup> day of December, 2016, do hereby grant to Vince Gianangeli, Director of the Belmont County Department of Job and Family Services, the authority to approve the transfer of \$96,577.00 of

Community and Protective Services allocation from the PA Fund to the CSEA Fund. This transfer is made available due to the ability of the Job and Family Services agency to share the allocation with the CSEA.

Upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mr. Thomas	<u>Yes</u>

**IN THE MATTER OF RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY**

Motion made by Commissioner Favede to adopt the following resolution:

**RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY**

**WHEREAS**, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

**WHEREAS**, counties have requested such adjustments to best meet the need of their constituents due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

**WHEREAS**, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

**WHEREAS**, a county job and family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such requests a resolution authorizing such from that county's Board of Commissioners; and

**WHEREAS**, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county job and family services agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

**THEREFORE, BE IT RESOLVED** that the Belmont County Board of Commissioners hereby assign authority to Vince Gianangeli, BCDJFS Director, to serve as the Belmont County Board of Commissioners' designee and to sign the inter-county adjustment agreements on behalf of Belmont County for the period January 1, 2017 through December 31, 2017, with the understanding that a summary of such adjustments shall be provided to the Board of Commissioners as they are made with other County Departments of Job and Family Services. Commissioner Coffland seconded the Resolution and upon roll call the foregoing was unanimously adopted this 7<sup>th</sup> day of December, 2016.

Ginny Favede /s/  
 \_\_\_\_\_  
 Ginny Favede, President  
 Belmont County Board of Commissioners

Matt Coffland /s/  
 \_\_\_\_\_  
 Matt Coffland, County Commissioner

Mark Thomas /s/  
 \_\_\_\_\_  
 Mark Thomas, County Commissioner

**IN THE MATTER OF LIQUOR PERMITS FOR CENTURY MANAGEMENT LLC**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of requests for three (3) new D5A liquor licenses, for Century Management LLC as follows:

- 1) DBA Super 8, 68400 Matthews Drive, Richland Township, St. Clairsville, Ohio 43950, Permit #13632860005
- 2) DBA Hawthorn Suites by Wyndham, 51110 National Road E, Richland Township, St. Clairsville, Ohio 43950, Permit #1363286
- 3) DBA Hampton Inn Wheeling & St. Clairsville, 51130 National Road E, Richland Township, St. Clairsville, Ohio 43950, Permit #13632860010

There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE ANNUAL REPORT ON THE DTAC FUND FOR FY 2016/TREASURER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the annual report on the Delinquent Tax & Assessment Collection (DTAC) Fund for fiscal year 2016 as submitted by Katherine J. Kelich, Belmont County Treasurer, pursuant to Ohio Revised Code Section 321.261.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR PHILLIP AND STEPHANIE CASTELLO/BELOMAR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Phillip and Stephanie Castello, married, for a mortgage deed dated April 19, 2002 as recorded in Volume 847, pages 273-277 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING POSTING FOR ONE (1) FULL-TIME ANIMAL SHELTER KENNEL STAFF EMPLOYEE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the posting for one (1) Full-Time Animal Shelter Kennel Staff employee.

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 ERIC FOLTIN AS PART-TIME DRIVER/COOK/SSOBC**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Eric Foltin for the position of part-time driver/cook at Senior Services of Belmont County, effective December 12, 2016.

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 BRANDON ERNEST AS PART-TIME DRIVER/COOK/SSOBC**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Brandon Ernest for the position of part-time driver/cook at Senior Services of Belmont County, effective December 12, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH PRIME AE GROUP, INC. FOR PROFESSIONAL SERVICES/SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an agreement with Prime AE Group, Inc., effective December 7, 2016, for professional engineering services on an as needed basis for the Sanitary Sewer District, based upon the recommendation of Director Kelly Porter.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
("Agreement")**

This Agreement between the Board of Belmont County Commissioners located at 101 West Main Street, St. Clairsville, Ohio 43950 ("Client") and PRIME AE Group, Inc. ("PRIME"), a Maryland corporation located at 8415 Pulsar Place, Suite 300, Columbus, Ohio 43240, is effective as of December 7<sup>th</sup>, 2016.

**WHEREAS**, Client has a need, from time to time, to access professional engineering services involving individual tasks or multiple tasks in support of its operations, facilities and projects; and

**WHEREAS**, PRIME is willing to provide such professional engineering services to Client under the terms and conditions set forth herein based on the particular scope of each task,

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

**ARTICLE I – WORK ORDERS.** The Scope of Services ("Services"), the Time Schedule and the Charges are to be set forth in a written Work Order to this Agreement. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order. Where charges are "not to exceed" a specified sum, PRIME shall notify Client before such sum is exceeded and shall not continue to provide the Services beyond such sum unless Client authorizes an increase in the sum. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total sum is not exceeded. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond PRIME control shall be a basis for equitable adjustments in the budget and schedule.

**ARTICLE II - PAYMENTS.** Unless otherwise stated in a Work Order, payment shall be on a time and materials basis under the Schedule of Fees and Charges in effect when the Services are performed. Invoices will be submitted by PRIME on a monthly basis as work proceeds. Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. In the event that Client objects to all or any portion of any invoice, Client shall notify PRIME of the reasons for the objection within fifteen (15) days from date of the invoice, and pay that portion of the invoice not in dispute within thirty (30) days. If fees are not paid in full within thirty (30) days of the invoice date, PRIME reserves the right to suspend or terminate services and the right to pursue all appropriate remedies, including withdrawing certifications, stopping work on three (3) days prior written notice, and retaining all documents without recourse. In the event of such suspension or termination of services, PRIME shall have no liability to Client for delay or damages caused by such suspension or termination. If at any time, an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and one-half percent (1.5%) per month from the invoice date will be charged. In the event PRIME employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein. Client agrees to pay litigation costs, reasonable attorney's fees and court costs (prior to and through any trial and/or subsequent proceeding) incurred by PRIME.

**ARTICLE III - ADDITIONAL WORK.** The Client or PRIME may, from time to time, during the course of the work request changes or modifications in the Scope of Services to be performed. Such changes and/or modifications, including any increase or decrease in the amount of PRIME's compensation, which are mutually agreed upon between the Client and PRIME shall be incorporated in written task orders to the Agreement.

**ARTICLE IV – PROFESSIONAL RESPONSIBILITY.** PRIME will strive to perform services under this Agreement in accordance with generally accepted principles of engineering practices and in a manner consistent with that level of care and skill ordinarily exercised by members of their profession, practicing under similar circumstances in the same or similar locality, in the same period of time. This warranty is in lieu of all other warranties, either express or implied. Client recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. PRIME is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

**ARTICLE V – RESPONSIBILITY FOR OTHERS.** PRIME shall be responsible to Client for PRIME Services and the services of PRIME subcontractors. PRIME shall not be responsible for the acts or omissions of other parties engaged by Client nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

**ARTICLE VI - INSURANCE.** PRIME represents that its employees are protected by worker's compensation insurance, and that PRIME has insurance coverage for general and professional liability and property damage to protect itself from claims arising from the work it performs. Certificates of insurance can be provided to the client if requested.

**ARTICLE VII – LIMITATION OF LIABILITY.** PRIME's liability for damages arising out of any theory of liability including torts such as negligence, strict or statutory liability, and breach of contract, shall be limited to an amount not to exceed PRIME's fee. No director, officer, employee or agent of PRIME shall have any individual liability to Client. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other person.

**ARTICLE VIII – CONSEQUENTIAL DAMAGES.** Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

**ARTICLE IX – CLIENT RESPONSIBILITY.** Client shall: (1) provide PRIME, in writing, all information relating to Client's requirements for the project; (2) correctly identify to PRIME, the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify PRIME of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give PRIME prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions. In the event that PRIME is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and PRIME is not a party, Client shall pay PRIME for any time and expenses required in connection therewith, including reasonable attorney's fees.

Client shall reimburse PRIME for all taxes, duties and levies such as Sales, Use, Value Added Taxes, Deemed Profits Taxes, and other similar taxes which are added to or deducted from the value of PRIME Services. For the purpose of this Article such taxes shall not include taxes imposed on PRIME net income, and employer or employee payroll taxes levied by any United States taxing authority, or the taxing authorities of the countries or any agency or subdivision thereof in which PRIME subsidiaries, affiliates, or divisions are permanently domiciled. It is agreed and understood that these net income, employer or employee payroll taxes are included in the unit prices or lump sum to be paid PRIME under the respective Work Order.

**ARTICLE X – RIGHT OF ENTRY.** Client grants to PRIME, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by PRIME, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

**ARTICLE XI – DELAYS.** In the event that PRIME's field or technical work is interrupted due to causes beyond PRIME's control, PRIME shall be compensated for the labor, equipment, and other costs PRIME incurs in order to maintain its workforce for Client's benefit during the interruption, or at Client's option, the various costs PRIME incurs for demobilization and subsequent remobilization. Compensation to PRIME shall be based upon PRIME's then prevailing fee schedule and expense reimbursement policy.

**ARTICLE XII – FORCE MAJEURE.** An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

Client shall not hold PRIME responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of PRIME, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, tornados, disease, epidemics, war, riots, strikes, labor disputes, lockouts or other industrial disturbances, protest demonstrations, acts of terrorism, law enforcement actions, closure of transportation systems or other unusual travel difficulties, unanticipated site conditions, or inability, despite reasonable diligence, to safely supply personnel, equipment, or material to the project. Should such acts occur, Client and PRIME shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for in the Agreement as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall entitle PRIME, at its option, to either renegotiate this Agreement based on PRIME's then prevailing fee schedule and expense reimbursement policy or to terminate the contract. In the event services are interrupted, suspended or terminated for any of the causes listed above, PRIME shall have no liability to Client for such delay or damages caused by such interruption, suspension or termination of services by PRIME.

**ARTICLE XIII – DOCUMENTS.** Provided that PRIME has been paid for the Services, Client shall have the right to use the documents, maps, photographs, drawings and specifications resulting from PRIME efforts on the project. Reuse of any such materials by Client on any extension of this project or any other project without the written authorization of PRIME shall be at Client's sole risk. PRIME shall have the right to retain copies of all such materials. PRIME retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

**ARTICLE XIV – DISPUTE RESOLUTION.** In addition to and as a condition precedent to litigation, the parties shall endeavor to settle disputes by non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. In no event shall the demand for mediation be made after the date when such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Any mediation shall be conducted in State of Ohio. If mediation fails to resolve the claims or disputes, then all claims, disputes or other matters in question arising out of this Agreement shall be determined by the court located in the State of Ohio which has jurisdiction. Both parties consent to personal jurisdiction and venue in the courts referenced above.

Client and PRIME specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort or statute, against the other arising out of or connected in any way to the project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate. Any and all claims and/or causes of action between the parties arising out of or relating to this Agreement shall be brought by either party within two (2) years of substantial completion of the Project or termination of this Agreement whichever is sooner.

**ARTICLE XV – NO THIRD PARTY RIGHTS.** This Agreement shall not create any rights or benefits to parties other than Client and PRIME. No third party shall have the right to rely on PRIME opinions rendered in connection with the Services without the written consent of PRIME and the third party's agreement to be bound to the same conditions and limitations as Client.

**ARTICLE XVI - ASSIGNMENT.** Neither Client nor PRIME shall assign or transfer its interest or claim arising under or related to this Agreement, including interest in and claims for any moneys due or to become due, without the written consent of the other party. Any such assignment or transfer shall be deemed void and invalid, the assignee shall acquire no rights as a result of any such assignment and the non-assigning party shall not recognize any such assignment.

**ARTICLE XVII - TERMINATION.** Client may terminate all or any portion of the Services for convenience, at its option, by sending a written Notice to PRIME. Either party may terminate this Agreement by fifteen (15) days written notice in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party. The notice of termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. If this Agreement is terminated, it is agreed that PRIME shall be paid for its total charges for services performed to the termination date, plus reimbursable charges and termination expenses.

**ARTICLE XVIII – GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Should any provision of this Agreement be or become legally invalid, the validity of the remainder of this Agreement shall not be affected.

**ARTICLE XIX– WAIVER.** The waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed as a waiver of any subsequent breach.

**ARTICLE XX – MODIFICATIONS.** No change, modification or waiver of any term of this Agreement shall be valid unless made in writing and signed by an Authorized Representative of each party.

**ARTICLE XXI – ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Client and PRIME relating to the Services and supersedes all prior communications, representations, agreements or understandings between the parties, whether oral or written.

**THE PARTIES ACKNOWLEDGE** that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

**BOARD OF BELMONT COUNTY COMMISSIONERS**

Matt Coffland /s/

Matt Coffland, Commissioner

Mark A. Thomas /s/

Mark A. Thomas, Commissioner

Ginny Favede /s/

Ginny Favede, Commissioner

12/7/2016

Date of Signature

**PRIME AE GROUP, INC.**

Kumar Buvanendaran /s/

Signature

Kumar Buvanendaran, PE

President and Chief Executive Officer

11/8/16

Date of Signature

Approved as to form  
David K. Liberati /s/ assist  
 Belmont County  
 Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING LUMP SUM WORK ORDER NO. 1 FOR PRIME AE GROUP, INC/SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Lump Sum Work Order No. 1 for Prime AE Group, Inc., in the amount of \$45,500.00 for the Preliminary Engineering Report for the Water Treatment Plant, based upon the recommendation of Director Kelly Porter.

**LUMP SUM WORK ORDER NO. 1**

In accordance with the Agreement for Professional Engineering Services between Board of Belmont County Commissioners ("Client"), and PRIME AE Group, Inc. ("PRIME"), a Maryland corporation, dated December 7<sup>th</sup>, 2016 this Work Order describes the Services, Schedule, and Payment Conditions for PRIME Services on the Project or Task known as: Preliminary Engineering Report for Water Treatment Plant (WTP)

**Client Representative:** Kelly Porter, Director  
**Address:** Belmont County Sanitary Sewer District  
 PO Box 457  
 St. Clairsville, OH 43950  
**Telephone No.:** (740) 695-3144  
**PRIME Representative:** Jeffrey R. Kerr, P.E.  
**Address:** 8415 Pulsar Place, Suite 300,  
 Columbus, OH 43240  
 jkerr@primeeng.com  
**Telephone No.:** (614) 591-0284

**SERVICES.** The Services shall be described in Attachment A to this Work Order.

**SCHEDULE.** The Estimated Schedule shall be set forth in Attachment A to this Work Order. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

**PAYMENT AND EQUITABLE ADJUSTMENTS.** This is a lump sum Work Order. PRIME lump sum compensation and provisions for progress and final payments are specified in Attachment A to this Work Order. Payment of \$0 is due upon signature of this Work Order and will be applied against the final invoice for this Work Order. PRIME shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by PRIME at the time the lump sum compensation was agreed upon. If Client wishes PRIME to proceed, PRIME lump sum compensation shall be subject to equitable adjustment for such conditions.

**TERMS AND CONDITIONS.** The terms and conditions of the Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

**ACCEPTANCE** of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

**BOARD OF BELMONT COUNTY COMMISSIONERS**

**PRIME AE GROUP, INC.**

*Matt Coffland /s/*

*Kumar Buvanendaran /s/*

Matt Coffland

Signature

*Mark A. Thomas /s/*

Kumar Buvanendaran, P.E.

Mark A. Thomas

Printed Name

*Ginny Favede /s/*

President and Chief Executive Officer

Ginny Favede

Printed Title

12/7/2016

11/8/16

Date of Signature

Date of Signature

**ATTACHMENT A**

**Preliminary Engineering Report for Water Treatment Plant (WTP)**

The Scope of Services described below is based on the requirements of the United States Department of Agriculture, Rural Utilities Service (RUS), Bulletin 1780-2, Preliminary Engineering Report for the Water and Waste Disposal Program (April, 2013). Our proposal is also based upon discussions with the RUS regarding their requirements, the expectations of the BCSSD and our experience in assisting other Counties and municipalities in obtaining RUS funding.

**SCOPE OF SERVICES**

**Preliminary Engineering Report (PER).**

A PER is a planning document required by many state and federal agencies as part of the funding application process for water and wastewater projects. The PER describes existing facilities, evaluates engineering alternatives, provides a life cycle cost analysis and recommends a specific course of action. The PER process typically includes an environmental review that is required by the National Environmental Policy Act (NEPA). The report includes environmental background information needed for engineering planning as well as a review of environmental issues associated with the alternatives.

1. Attend a kick-off meeting with the BCSSD and the Board of Commissioners. The purpose of this meeting is to introduce PRIME staff, discuss the scope of work and schedule, and acquire technical information needed to proceed with the tasks described below.
2. a PER report for the BCSSD WTP that contains the following items in accordance with RUS requirements:
  - Project Planning: Location, Environmental Resources, Population Trends, Community Engagement.
  - Existing Facilities: Location Map, History, Condition, Financial Status, and Water Audit Data
  - Project Needs: Health and Sanitation, Aging Infrastructure, and Growth.
  - Alternatives Considered: Design Criteria, Environmental Impacts, Land Requirements, Potential Construction Problems, Sustainability Considerations, and Cost Estimates including a second Water Treatment Plant (WTP) that could provide regional service.
  - Alternative Selection: Life Cycle Cost Analysis, Non-Monetary Factors.
  - Recommended Alternative: Preliminary Design, Project Schedule, Permit Requirements, Sustainability Considerations, Total Project Cost (Capital/Operation and Maintenance and Replacement), Annual Operating Budget.
  - Conclusions and Recommendations.
3. Consider alternatives that include an upgrade of the existing WTP facilities on Spring Hill Road and a new WTP facility at another location that could provide regional service. The new WTP facility would be at a site pre-selected by the BCSSD for evaluation.
4. Work closely with BCSSD staff to assemble and develop the information required in the PER. The PER will make use of information already developed for the Water/Wastewater Master Plan (2015) where applicable.

5. Prepare a draft PER submit it to the BCSSD for review and comment. Attend a draft PER report meeting. Revise the draft PER report to incorporate BCSSD comments and create a draft final PER report. The draft final PER report will be submitted for RUS review. Comments from the RUS and BCSSD will be incorporated into a final approved PER report.
6. Provide five (5) copies of the final approved PER Report to BCSSD and three (3) copies to RUS.
7. Attend up to two (2) additional meetings with the County Commissioners, BCSSD and RUS that are deemed necessary during the PER development process.

**SCHEDULE**

PRIME proposes to complete the Scope of Services in accordance with the following schedule:

1. Submit draft PER report for BCSSD review: Within three (3) months of Notice to Proceed.
2. Submit draft final PER report for NUS review: Within four (4) months of Notice to Proceed.

**PAYMENT**

PRIME proposes to perform the above described Scope of Services for a lump sum fee of Forty-Five Thousand and Five Hundred Dollars (\$45,500).

Approved as to form  
*David K. Liberati /s/ assist*  
 Belmont County  
 Prosecutor  
 11-16-16

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING TIME AND MATERIAL WORK ORDER NO. 2 FOR PRIME AE GROUP, INC/SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Time and Materials Work Order No. 2 for Prime AE Group, Inc., in the amount not to exceed \$35,000.00 for General Engineering Services for a Belmont County Sanitary Sewer District Water Operating Code, Sewer Use Resolution, Tap Fee Revisions, Rate Escalation Resolution, Review and Implementation Assistance for New Water and Sewer Rates and Funding Assistance, based upon the recommendation of Director Kelly Porter.

**TIME AND MATERIALS WORK ORDER NO. 2**

In accordance with the Agreement for Professional Engineering Services between the Board of Belmont County Commissioners ("Client"), and PRIME AE Group, Inc. ("PRIME"), a Maryland corporation, dated December 7<sup>th</sup>, 2016, this Work Order describes the Services, Schedule, and Payment Conditions for PRIME Services on the Project or Task known as:

General Engineering Services for a BCSSD Water Operating Code, Sewer Use Resolution, Tap Fee Revisions, Rate Escalation Resolution, Review and Implementation Assistance for New Water and Sewer Rates and Funding Assistance as directed by the authorized Representative of Client as detailed below.

**Client Representative:** Kelly Porter, Director  
**Address:** Belmont County Sanitary Sewer District  
 PO Box 457  
 St. Clairsville, OH 43950  
**Telephone No.:** (740) 695-3144  
**PRIME Representative:** Jeffrey R. Kerr, P.E.  
**Address:** 8415 Pulsar Place, Suite 300  
 Columbus, Ohio 43240  
 jkerr@primeeng.com  
**Telephone No.:** (614) 591-0284

**SERVICES.** The Services shall be described in Attachment A to this Work Order.

**SCHEDULE.** The Estimated Schedule shall be set forth in Attachment A to this Work Order. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

**PAYMENT.** Payment of \$0 is due upon signature of this Work Order and will be applied against the final invoice for this Work Order. PRIME charges shall be on a "time and materials" basis and shall be in accordance with the PRIME Schedule of Fees and Charges in effect at the time the Services are performed. Payment provisions and the PRIME current Schedule of Fees and Charges are attached to this Work Order as Attachment A.

**TERMS AND CONDITIONS.** The terms and conditions of the Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

**ACCEPTANCE** of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

<b><u>BOARD OF BELMONT COUNTY COMMISSIONERS</u></b>	<b><u>PRIME AE GROUP, INC.</u></b>
<i>Matt Coffland /s/</i> _____	<i>Kumat Buvanendaran /s/</i> _____
Matt Coffland	Signature
<i>Mark A. Thomas /s/</i> _____	Kumar Buvanendaran, PE _____
Mark. A. Thomas	President and Chief Executive Officer
<i>Ginny Favede /s/</i> _____	
Ginny Favede	
12/7/2016 _____	11/8/16 _____
Date of Signature	Date of Signature

**ATTACHMENT A**

**General Engineering Services for a BCSSD Water Operating Code, Sewer Use Resolution, Tap Fee Revisions, Rate Escalation Resolution, Review and Implementation Assistance for New Water and Sewer Rates and Funding Assistance**

**SCOPE OF SERVICES**

The Belmont County Sanitary Sewer District (BCSSD) needs updates to their sewer use resolution, water operating codes and water and sewer tap fees. An automatic water and sewer rate escalation resolution is needed to adjust rates annually in accordance with the Consumer Price Index. Assistance is also needed in the implementation of a new water and sewer rate structure in cooperation with Great Lakes RCAP who is currently preparing a rate study. Funding assistance is needed to identify and prepare State and Federal funding applications for Capital Improvement Projects. PRIME proposes to perform the following engineering services as part of Work Order No. 2:

- 1) Attend a kick-off meeting with the BCSSD and the Board of Commissioners. The purpose of this meeting is to introduce PRIME staff, discuss the scope of work and schedule, and acquire technical information needed to proceed with the tasks described below.

- 2) Review and update the County's Use of Public Sewers and Drains Resolution (1964) and the Operating Code for Public Water Supply Facilities (1978). Submit these revised resolutions and codes for the review and approval of the BCSSD and the Belmont County Prosecuting Attorney. Work closely with the Board of Commissioners on the implementation of these new codes.
- 3) Review the tap fees charged by other County Sewer Districts and municipalities and recommended new BCSSD water and sewer tap fees. Evaluate the use of uniform tap fees at all locations in the BCSSD service area and work with the BCSSD and the Board of Commissioners on their implementation.
- 4) Work with the BCSSD and the Belmont County Prosecuting Attorney on the development of an automatic water and sewer rate escalation resolution. This legislation would allow rates to be adjusted annually to keep pace with the Consumer Price Index (CPI) issued each year. Work closely with the BCSSD and the Board of Commissioners to implement this rate escalation.
- 5) Work with Great Lakes RCAP in the review and development of proposed new water/sewer rate structures and work closely with the BCSSD and the Board of Commissioners on the implementation of new water and sewer rates.
- 6) Assist the County in identifying and preparing State and Federal funding applications for those Capital Improvement Projects deemed appropriate.

**SCHEDULE**

All items above shall be on-going services and each item will be completed at the direction of the BCSSD and the Board of Commissioners.

**PAYMENT**

The fee for General Engineering Services under Time and Materials Work Order No. 2 shall not exceed \$35,000 unless additional services are approved in writing by the Client. Charges for the hourly services shall be on a "time and materials" basis using a 2.85 multiplier times the direct salary hourly rate, in accordance with the PRIME Schedule of Fees and Charges currently in effect when the work is performed. Reimbursable expenses included in the fee shall include direct expenditures made by PRIME, its employees, or its professional consultants in the interest of the project such as: the expense of transportation and living when traveling in connection with the project and long distance telephone calls and telegrams; the expense of reproductions, postage and handling of drawings, documents, specifications and reports associated with the project and the expense of specialty professional services.

Approved as to form

*David K. Liberati /s/ assist*

Belmont County

Prosecutor

11-16-16

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, REPAIR AND MAINTENANCE AGREEMENT WITH ROVER PIPELINE LLC**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use, Repair and Maintenance Agreement** with Rover Pipeline LLC, effective December 7, 2016, to authorize Operator to operate and/or move legal loads on public county roads within Belmont County for the purpose of construction the Rover Pipeline.

*Note: Bond LPM9225225 for \$1 million on file.*

**COUNTY OF BELMONT**

**ROADWAY USE, REPAIR AND MAINTENANCE AGREEMENT**

**This Agreement** is voluntarily and mutually entered into this 7<sup>th</sup> day of December, 2016, by and between Belmont County, Ohio ("County"), a political subdivision, whose mailing address is 101 W. Main Street, St. Clairsville, OH 43950, and Rover Pipeline LLC ("Operator") whose mailing address is 1300 Main Street, Houston, TX 77002 (County and Operator are sometimes referred to herein individually as a "Party" and collectively as the "Parties"), and shall be as follows.

**RECITALS**

**WHEREAS**, County, is the fiduciary of certain common and public roadways located in Belmont County, Ohio.

**WHEREAS**, Operator, upon issuance of a Certificate of Public Convenience and Necessity by the Federal Energy Regulatory Commission ("FERC"), will commence and complete construction of its Rover natural gas pipeline and associated pipeline facilities ("Rover Pipeline") located in Belmont County in the State of Ohio (the "Project").

**WHEREAS** this Roadway Use, Repair and Maintenance Agreement ("Agreement") authorizes Operator to operate and/or move legal loads on public County Roads within Belmont County for the purposes of constructing the Rover Pipeline.

The Parties hereby **AGREE** that this Agreement shall only apply to Operator's use of certain public roadways within Belmont County for the purposes of constructing the Rover Pipeline and only to those portions of Belmont County public roadways which are expressly named, identified and mapped in Appendix C which has been attached hereto ("Designated Roads"). Both Parties further agree that for the duration of the Project, there will be other users on Designated Roads and Operator will only be responsible for that damage to Designated Roads which is directly attributable to Operator's use of Designated Roads under this Agreement.

**NOW, THEREFORE**, in consideration of the faithful performance of each Party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Operator agrees to repair any and all damage to Designated Roads and/or related drainage structures which are directly caused by the operation and/or movement of the above referenced vehicles on Designated Roads by Operator during the construction phase of the Rover Pipeline Project ("Repairs"), and Operator further agrees to repair any such damage as soon as reasonably practicable, returning the damaged Designated Road(s) and/or related drainage structures to a condition as good as before Operator's commencement of Project, or reimburse County for any and all reasonable costs incurred on Designated Roads which are reasonably associated with the maintenance of Designated Roads and which are a direct result of Operator's activities, during construction, maintenance, and/or completion of Project.

County **AGREES** to provide additional reasonable maintenance and repair cost estimates to Operator prior to maintenance and repairs being complete and only after Operator has been provided notice of the damage to Designated Roads and been given a reasonable opportunity to cure said damage itself.

The Parties further **AGREE** as follows:

1. This Agreement shall only cover those Designated Roads which have been expressly named, identified and mapped in Appendix C.
2. This Agreement shall be in effect until Operator has completed Project along with all Repairs to Designated Roads associated with Project.
3. Operator agrees to maintain Designated Roads to a condition consistent with the condition of Designated Roads prior to Operator's commencement of Project operations during the entire term of this Agreement only to the extent that damage to Designated Roads during the Project has been directly caused by Operator's vehicles.
4. Operator agrees to maintain all culverts and/or bridges appurtenant to Designated Roads to a condition consistent with the condition of said culverts and/or bridges prior to Operator's commencement of Project operations during the entire term of this Agreement only to the extent that damage to said culverts and/or bridges during the Project has been directly caused by Operator's vehicles.
5. Operator agrees to use a commercially recognized dust palliative approved by the County Engineer to control the airborne dust created or contributed to by said Operator and its subcontractors. Water alone shall not be considered to be sufficient dust control. The dust control measures required by this Agreement and requested by the County Engineer shall be applied within twenty-four (24) hours of notification.

6. Operator assumes all liability for all agents and subcontractors working on Operator's behalf to the extent such liability directly relates to the authorized use of Designated Roads by such agents and/or subcontractors during the duration of the Project.

**DAMAGES AND REPAIRS:**

If any County Road or related appurtenances, including bridges, culverts, signage, or other road fixtures, or any County-owned drainage tile or open ditch is damaged by Operator, Operator shall repair (or cause to be repaired) such damage. With respect to damage to a County road or related appurtenance, the County and Operator shall rely upon Ohio Department of Transportation's Construction and Material specifications latest addition to determine whether the repair has been performed in accordance with the standard set forth. Subject to considerations of safety, the presence of emergency conditions, and the costs of such repair, any repair and restoration shall commence and be completed promptly by Operator. Following completion of such repair, the County Engineer and Operator shall jointly inspect the repair to confirm that it has been completed to the satisfaction of the County Engineer. Damages to any County-owned drainage or open ditch may also include damages occurring within the County's maintenance right-of-way, if such damages deny, impede, or affect the County's ability to exercise drain maintenance within its right-of-way and results in additional costs to the County.

**Excessive Damages**

If during the Pipeline construction, road damage becomes excessive in nature, as reasonably determined by the County, Operator will make additional improvements to strengthen the road base and surface immediately upon written notice from the County Engineer. All work accessed by said road will cease until repairs are done to correct the problem.

**Completion of the Pipeline**

After completion of the Pipeline project, the County Engineer will inspect the Designated Roads for road damage during the Pipeline construction period including damage to road base, culverts, bridges, ditches, guardrails, signs or other road appurtenances. The County Engineer will provide a list of damages to Operator. Operator shall make the necessary repairs based on County and/or Ohio Department of Transportation specifications. Operator will notify the County Engineer when repairs are to be made and the name of the ODOT approved Contractor performing such repairs.

**Prevailing Wage**

Operator or any subcontractor hired by Operator shall be required to pay prevailing wages for road improvements, modifications, and repairs consistent with Ohio Attorney General Opinion Number 2012-029. Operator agrees to indemnify and hold County harmless from any liability resulting from prevailing wage violations.

After the above repairs are made, and at the completion of Project, Operator will insure that the final condition of the road surfaces for Designated Roads are as good, or better, than Designated Roads' condition at the start of Project.

The above work shall be performed in accordance with County and Ohio Department of Transportation Specifications. The above described repairs shall be performed no later than six (6) months after construction of pipeline.

Operator shall provide a written notice to the County Engineer that the work has been completed and provide proof of payment for the work performed to the subcontractor.

Upon receipt of the completion notice the County Engineer will have thirty (30) days to accept or reject the above described work. If a rejection notice is tendered by the County Engineer, Operator will make the necessary repairs as identified in the rejection notice.

**FAILURE TO REPAIR:**

If Operator fails to repair any damage to County owned property that Operator is required by this Agreement to repair, the County Engineer may request in writing that Operator perform such repair. If Operator fails to commence such repairs within ten (10) days and thereafter to maintain reasonable progress in the performance of such repairs, then the County may make such repairs and shall invoice Operator for costs incurred in connection with those repairs. Operator shall pay such invoiced amounts within 30 days following receipt of such invoice.

**Emergency Repairs**

The Parties agree that upon notice from County, Operator will undertake immediate efforts to fully repair any Operator-caused damage to Designated Roads or roads in Belmont County which has been classified as an emergency in the Professional Engineering Judgment of the Belmont County Engineer. Emergency damage is defined as that damage to Designated Roads or roads in Belmont County which creates a significant and imminent threat to public safety. If it is determined that County must unilaterally act, in the interest of public safety, to repair such emergency damage, County shall repair and invoice Operator for whatever labor and materials necessary to fully repair all Operator-caused emergency Damage.

**DUST CONTROL:**

During the construction and maintenance of the Rover Pipeline Project, Operator shall use a commercially recognized dust palliative to control the airborne dust created or contributed to by Operator and its contractors and subcontractors and each of their respective agents, employees, representatives etc. on gravel covered Designated Roads. Watering alone shall not be considered to be sufficient dust control, unless agreed upon in advance by the County Engineer. The County Engineer or his or her designee may provide a written request to Operator for additional dust control measures.

The dust control measures required by this Agreement and requested by the County Engineer shall be applied within twenty-four (24) hours of written notification.

**OBEY ALL TRAFFIC LAWS:**

All vehicles driven by Operator and its contractors and subcontractors and each of their respective agents, employees, representatives etc. shall abide by all local, state, and federal speed limits as posted or, if not posted, as otherwise applicable.

All vehicles driven by Operator and its contractors and subcontractors and each of their respective agents, employees, representatives etc. shall comply with all reasonable requests of the County Engineer and to take necessary precautions designed to protect the traveling public. These precautions include the immediate removal of dirt, mud, and debris carried onto the said road by trucks and trailers hauling material to the Project sites.

**SIGNAGE:**

During construction of the Rover Pipeline Project, Operator and its contractors and subcontractors and each of their respective agents, employees, representatives etc. shall be responsible for placing and maintaining signage in compliance with applicable provisions of the Ohio Manual on Uniform Control Devices.

**NOTICE OF ROAD CLOSURES:**

Operator shall provide to the Belmont County Engineer and any other agency or office reasonably designated by the County:

1. Notice of Designated Road closures (including time and expected duration) by fax and email five (5) business days in advance of such closures and
2. Current maps of the Designated Roads.

Operator shall designate a person to coordinate the transportation related activities of Operator during construction of the Project.

If the County objects to such road closures, they must notify Operator within two (2) business days after they receive notice and current maps, and the County may object to such closure or limited access on grounds of public safety or substantial public inconvenience. The Parties shall cooperate reasonably to find an alternative to the planned closure or limited access or otherwise minimize disruption to County road traffic and Operator construction activities and schedule. If the County does not object within such time, the County shall be deemed to have no objection to such planned closure.

This Agreement shall not prohibit the County from closing a road to any vehicle or combination if such closing is authorized by law and is necessary for safety or its temporary closing due to climatic conditions or an act of God or way.

**THAW LOAD REDUCTION:**

Per Ohio Revised Code 5577.07 the County reduces Ohio legal loads on numerous county roads, during late Winter and early Spring. Vehicles exceeding these limits will require an overload permit. This Agreement shall constitute compliance with all permitting requirements for Operator's vehicles under Ohio Revised Code 5577.07 and no additional permits will be required.

County **AGREES** to provide additional reasonable maintenance and repair cost estimates to Operator prior to maintenance and repairs being complete and only after Operator has been provided notice of the damage to Designated Roads and been given a reasonable opportunity to cure said damage itself.

The Parties further **AGREE** as follows:

1. This Agreement shall only cover those Designated Roads which have been expressly named, identified and mapped in Appendix C.
2. This Agreement shall be in effect until Operator has completed Project along with all Repairs to Designated Roads associated with Project.
3. Operator agrees to maintain Designated Roads to a condition consistent with the condition of Designated Roads prior to Operator's commencement of Project operations during the entire term of this Agreement only to the extent that damage to Designated Roads during the Project has been directly caused by Operator's vehicles.
4. Operator agrees to maintain all culverts and/or bridges appurtenant to Designated Roads to a condition consistent with the condition of said culverts and/or bridges prior to Operator's commencement of Project operations during the entire term of this Agreement only to the extent that damage to said culverts and/or bridges during the Project has been directly caused by Operator's vehicles.
5. Operator assumes all liability for all agents and subcontractors working on Operator's behalf to the extent such liability directly relates to the authorized use of Designated Roads by such agents and/or subcontractors during the duration of the Project.

**BOND:**

To secure Operator's performance under this Agreement, Operator agrees to post a Performance Assurance Bond of one million dollars (\$1,000,000.00) of surety coverage for all Designated Roads affected by Project within Belmont County. A greater or lesser surety amount may be required if determined by the Belmont County Engineer to be necessary or sufficient, as the case may be, to compensate for potential damage caused to the identified roadway or highway structures. The bond shall remain in full force and effect for a period of two years after final completion at the project site and final restoration of the areas disturbed by the construction.

County may draw upon the Performance Assurance bond under the following conditions:

1. Operator has failed or refused to promptly repair damage to Designated Roads caused by Operator its contractors, subcontractors, or their respective agents, employees, or representatives or to pay the cost of performing said repairs; and
2. The County Engineer has provided Operator with sufficient written and email notice ("Notice") of said damage and requested that Operator make such repairs to Operator's agent John Adamski (or another agent of Operator, who shall be identified in a written notice to the County Engineer in the event that Mr. Adamski will for any reason be unavailable); and
3. After having received Notice of County's repair request, Operator has been given a reasonable opportunity to first cure and/or repair the damage to Designated Road(s) itself; and
4. After having been provided with Notice and a reasonable amount of time to make the requested repairs, Operator failed and/or refused to do so.

Operator shall replenish any withdrawn funds to maintain a balance equivalent to the original amount of the Performance Assurance Bond.

This Agreement shall be binding upon the successors and assigns of the Parties hereto and shall be deemed to be a covenant running with Designated Roads.

**IN WITNESS WHEREOF**, this instrument has been executed by the undersigned parties on this 7<sup>th</sup> day of December, 2016

**Belmont County, Ohio**

**Rover Pipeline LLC**

Belmont County Commissioners

By: Ginny Favede /s/

By: \_\_\_\_\_

By: Mark A. Thomas /s/

By: Matt Coffland /s/

Belmont County Engineer

By: Fred F. Bennett /s/

This Agreement has been Approved By: Belmont County Prosecutor

By: David K. Liberati /s/ assistant

**APPENDIX A**

Operator shall be required to:

- 1) Provide for videotaping of the road(s) prior to Pipeline Activity along with a written narrative of the condition of any roads subject to this Agreement.
- 2) Maintain Designated Hauling Roads during Pipeline Activities for those damages caused by said Pipeline Activities.
- 3) Reimburse County for minor maintenance of the road(s) during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Pipeline Activities.
- 4) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 5) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740) 310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

**This RUMA is approved upon meeting the requirements of the Belmont County Sanitary Sewer District for crossing water and sewer lines. You must contact the BCSSD for their requirements at 740-695-3144.**

County shall:

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

**Appendix B**

**BELMONT COUNTY HIGHWAYS**

Below is a list of County Highways which Rover Pipeline, LLC has requested from the Belmont County Engineer permission to use and be included in a proposed Road Use Maintenance Agreement (RUMA) as shown on a map furnished to this office by John Adamski, P.E. of Rettew. These roads have been inspected by Fred Bennett, County Engineer and Terry Lively, Deputy Engineer and now submit the following comments and recommendations:

**CH 68 Flushing Northeast (Complete Road) 0.00 – 0.91 total length 0.91 miles**

This road is partially shot and chipped. It may have some areas of weak base. Cross culverts should be checked.

**CH 10 Lafferty – Bannock (From CH 78 to SR 331) 4.71 – 6.02 total length 1.31 miles**

This is a paved road with 1.12 miles resurfaced in 2015 under another RUMA. Cross culverts should be checked.

**SUGGEST THAT ROVER RESURFACE THE REMAINING 0.2 MILES TO REDUCE THE CHANCES OF FUTURE DAMAGE TO THE ROAD.**

**CH 78 National – Oco (From Union T-264 to CH 10) 7.60 – 9.55 total length 1.95 miles**

The north end of this road is has been shot & chipped. It may have some areas of weak base. Cross culverts should be checked. There are two bridges on this section of road. The south bridge (log point 8.79) is a concrete slab, date built is unknown. It was load rated in 2009 and had a 135% Ohio legal load. It was determined that max. load for 2 axle vehicles is 29.2 tons, 3 axle 32.8 tons, 4 axle 35.8 tons and 5 axle 60.8 tons. Check with county before use. The north bridge (log point 9.28) is a concrete box beam bridge built in 1996 and load rated at 210% Ohio legal load.

**CH 80 Lloydsville – Bannock (Complete Road) 2.97 – 4.85 total length 1.88 miles**

The first 0.25 miles from Rt 40 have been paved in 2012 under another RUMA. The remaining has been shot and chipped, but also has a lot of weak base. Cross culverts should be checked. There are two bridges on this road, the first at log point 3.27. This is 4 sided concrete box culvert built in 2014 and is rated in excess of 150% legal load. The second bridge is at log point 3.88. This was load rated in 2009 and rated at 300% legal load.

**CH 80 Pogue Road. (From CH 82 Airport Road to CH 84 Oak View Road) 0.00 - 2.07 2.07 miles**

**CH 84 Oak View Road (From CH 80 Pogue Road to US 40) 1.05 - 1.54 total length 0.49 miles**

**CH 82 Airport Road. - (From SR 149 to pipe line crossing) 0.00 - 1.40+/- total length 1.40 miles**

Due to a narrow old bridge at log point 1.45, no pipe line traffic should use Airport Road from the pipe line crossing north to US 40. This bridge area is a safety hazard. Access from the north can use Pogue Road.

Your map shows all of Airport Road as a RUMA. This needs changed to just the south end starting at SR 149 and ending at the pipe line crossing. Cross culverts should be checked.

**CH 56 OK Road (From CH 5 Jacobsburg-Glenco Road to SR 149) 16.52 - 20.38 length 3.86 miles**

This is a shot and chipped road with some areas of weak base. There are two bridges, the first BEL 56-20.17 was built in 2015 and carries loads in excess of 150%. The second BEL 56-20.21, built 1996 is a pre-stressed concrete box beam bridge. It was load rated in 2009 well over 150%. Cross culverts should be checked

**CH 5 Jacobsburg - Glencoe Road (From SR 147 to Pipe line Crossing) 11.87 to 13.44+/- length 1.55 miles**

Due to several very sharp blind curves north of the crossing, only the south portion should be used. This section is currently covered by a RUMA, and has recently been upgraded.

**CH 5 Ramsey Ridge Road (From SR 148 TO SR 147) 6.87 TO 11.63 total length 4.74 miles**

The upper end (CH 56 to SR 147) has been upgraded in 2014 under a RUMA. Lower end has not. No bridges on this road. Cross culverts should be checked,

**CH 5 Clover Ridge (From Monroe County Line to Pipe Line Crossing) 0.00 to 3.60+/- 3.60 miles**

There are two bridges near SR 148, the one closest to SR 148 is a long span steel truss. Although it is not posted, I am concerned with repeated heavy loads using this structure. All access should be from Monroe County. Several drilling and pipeline companies have RUMA'S on CH 5, but there are no RUMA'S from T-729 (log point 3.28) to SR 148.

**CH 56 Cats Run Road (From Monroe County Road to SR 148) 0.00 to 3.12 total length 3.12 miles.**

There is a small bridge 0.12 miles north of the Monroe County line which is posted 16 tons. This bridge is in bad shape, and will not carry any loads over 16 tons gross. Loads in excess of 16 tons should enter from Monroe County.

**NO LOADS IN EXCESS OF 16 TONS CAN USE CH 56 (CATS RUN ROAD).**

**CH 4 Hawthorn Hill Road (from pipeline crossing to SR 147) 1.87+/- to 3.27 total length 1.40 miles**

The north end is paved, and the remainder is shot and chipped. This section may have some areas of bad base. Cross culverts should be checked.

**CH 44 Winding Hill Road (from CH 46 New Cut Road to SR 147) 0.00 to 0.52 total length 0.52 miles**

This section of Winding Hill Road is under a RUMA with a drilling company, and they resurfaced in 2015.

**CH 46 New Cut Road (from CH 44 Winding Hill Road to Shadyside corp.line) 0.00 to 3.36 3.36 miles**

The section from CH44 (Winding Hill Road) to T-707 (Webb Heights Road) is a paved road in poor condition. This section is only 0.85 miles in length. Although your trucks are legal loads, they will destroy this blacktop section. Therefore, Rover should pave this short section and replace any culverts as necessary.

The remainder of the road is shot and chipped and has many section of bad base. Cross culverts should be checked.

**ROVER SHOULD RESURFACE THE WEST 0.85 MILES OF CH 46.**

**CH 7 Old SR 7 North and South (at north and south end of Shadyside just off SR 7 Interchanges Total Length is 0.68 miles.**

The south portion is 0.37 miles in length (0.00 to 0.37) and the north portion is 0.31 miles in length (1.84 to 2.15)

**TOTAL OF ALL COUNTY HIGHWAYS: 32.84 MILES**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST #8 FOR WDC GROUP/COURTHOUSE RESTORATION RESTORATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Invoice #16105.8 (Pay Request #8) for WDC Group, in the amount of \$14,782.79 for professional services associated with the Belmont County Courthouse Restoration Project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 2 FROM COON RESTORATION & SEALANTS, INC/COURTHOUSE RESTORATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 2 (through 11/30/16) from Coon Restoration & Sealants, Inc., in the amount of \$474,111.00 for the Belmont County Courthouse Restoration Project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING ANNUAL RENEWAL FROM SIMPLEX GRINNELL, LP, FOR FIRE ALARM TEST & INSPECTION/OAKVIEW ADMINISTRATION BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Purchase Authorization/annual renewal from Simplex Grinnell, LP, in the amount of \$847.60 for the Fire Alarm Test & Inspection (\$423.80) and Wet Sprinkler Test & Inspection (\$423.80) for the Oakview Administration Building for the period of January 1, 2017 to December 31, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING CONTRACT ADDENDUM TO AGREEMENT WITH GRENCORE DESIGNS, INC./ SENIOR SERVICES COMMUNITY BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Contract Addendum to Agreement AIA G802-2007 originally executed March 25, 2015, and AIA B101-2007 that was executed on October 8, 2014, with GreenCore Designs, Inc., in the amount of \$32,560.00 for additional Construction Administration Services for the Senior Services of Belmont County - Community Building, Project Number 14-019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE FOR GRENCORE DESIGNS, INC/SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Invoice #14-019.01A (Addendum #1) for GreenCore Designs, Inc., in the amount of \$16,280.00 lump sum fee for Construction Administration Services for the Senior Services of Belmont County - Community Building, Project Number 14-019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF PAY REQUEST NUMBER 1 FROM DAGOSTINO ELECTRONIC SERVICES, INC./SENIOR SERVICE COMMUNITY BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Pay Request Number 1 (through 11/30/16) from Dagostino Electronic Services, Inc., in the amount of \$45,838.12 for the hardware and installation of security and communication systems at the new Senior Services of Belmont County – Community Building.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF PAY REQUEST NUMBER 2 FROM CARNEY & SLOAN, INC./SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Pay Request Number 2 from Carney & Sloan, Inc., in the amount of \$194,123.00 for the kitchen equipment for the Senior Services of Belmont County - Community Building, Project # 14-019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING OHIO STATE CONTRACT QUOTE FROM INTEGRIO TECHNOLOGIES, LLC FOR PURCHASE OF ONE SECURPASS SECURITY SCANNING SYSTEM/JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Ohio State Contract Quote Q-30923-R0 from Integrio Technologies, LLC, in the amount of \$212,050.00 for the purchase of one SecurPASS Security Scanning System (including installation and three-year warranty), through the State of Ohio Cooperative Purchasing Program Contract Number 534015-1, for the Belmont County Jail, based upon the recommendation of Sheriff David Lucas.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM ERB ELECTRIC COMPANY FOR INSTALL OF ELECTRICAL SERVICE REQUIRED FOR FULL-BODY SCANNER/JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the quote dated December 1, 2016, from Erb Electric Company in the amount of \$2,250.00 for all labor and materials necessary to install electrical service required for the full-body scanner at the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM DIGITAL DATA COMMUNICATIONS FOR SOFTWARE, HARDWARE AND CABLING FOR INTERNET ACCESS/ SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 514 from Digital Data Communications in the amount of \$3,749.85 for software, hardware and cabling needed for internet access at the new Senior Services of Belmont County – Community Building.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM DIGITAL DATA COMMUNICATIONS TO INSTALL WIRELESS ACCESS POINT FOR WIFI CAPABILITY/SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 515 from Digital Data Communications in the amount of \$3,217.06 for all labor and materials necessary to install a wireless access point for WiFi capability at the new Senior Services of Belmont County – Community Building.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM S.A. COMUNALE CO, INC TO REPAIR FIRE SPRINKLER SYSTEM/DEPT. OF JOB AND FAMILY SERVICES/FOX-SHANNON BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 229050 from S.A. Comunale Co., Inc., in the amount of \$2,918.00 for all labor and materials necessary to troubleshoot and repair the fire sprinkler system at the Department of Job and Family Services/Fox-Shannon building.

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 PROPOSAL AND CONTRACT WITH S.A. COMUNALE CO, INC FOR ANNUAL**

**AND SEMI-ANNUAL DRY SPRINKLER AND ANNUAL FIRE EXTINGUISHER INSPECTIONS FY 2016/ DEPT. OF JOB AND FAMILY SERVICES/FOX SHANNON BUILDING**

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 Proposal and Contract for Inspection with S.A. Comunale Co., Inc., in the amount of \$835.00 for the Annual and Semi-Annual Dry Sprinkler and Annual Fire Extinguisher Inspections at the Department of Job and Family Services/Fox-Shannon building for the period of January 1, 2016 to December 31, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN PROPOSAL AND CONTRACT WITH S.A. COMUNALE CO. INC FOR ANNUAL AND SEMI-ANNUAL DRY SPRINKLER AND ANNUAL FIRE EXTINGUISHER INSPECTIONS FY 2017/ DEPT. OF JOB AND FAMILY SERVICES/FOX SHANNON BUILDING**

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 Proposal and Contract for Inspection with S.A. Comunale Co., Inc., in the amount of \$835.00 for the Annual and Semi-Annual Dry Sprinkler and Annual Fire Extinguisher Inspections at the Department of Job and Family Services/Fox-Shannon building for the period of January 1, 2017 to December 31, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING EXECUTION OF PAY REQUEST NUMBER 14 FROM VENDRICK CONSTRUCTION, INC/SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 14 from VendRick Construction, Inc., in the amount of \$799,069.70 for the Senior Services of Belmont County - Community Building, Project # 14-019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDERS FROM VENDRICK CONSTRUCTION, INC/SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following Change Orders for VendRick Construction, Inc., for the Senior Services of Belmont County-Community Building, Project #14-019:

- Change Order #28 in the amount of \$1,011.00 to rotate one of the proposed Infrared Heater (IRH) units to allow for a more uniform heat distribution;
- Change Order #29 in the amount of \$2,127.00 for the addition of three (3) circuits added into the Service Room as requested by the Owner's security, data, and telephone contractor;
- Change Order #30 in the amount of \$2,367.00 for a 16" x 24" bronze building plaque; revised project cost \$6,153,977.00.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Richard Hord asked for comments regarding the news of the changes to Jamboree in the Hills. Mr. Coffland noted that a lot of local businesses live on the sales tax from this event and this will have a major impact on the county. He said he feels it is a "kick in the teeth" to a 40 year tradition. Mr. Coffland said he has called Live Nation in Nashville, but has not had a return phone call as of yet.

**IN THE MATTER OF BID OPENING FOR THE RADIAL COLLECTOR WELL-NEW LATERAL SCREEN INSTALLATION FOR SANITARY SEWER DISTRICT**

This being the day and 12:00 p.m. being the hour that bids was to be on file in the Commissioners' Office for the Radial Collector Well-New lateral Screen Installation for the Belmont County Sanitary Sewer District.

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>Layne Christensen Company</b>	<b>X</b>	<b>\$889,700.00</b>

6360 Huntley Road  
Columbus, Ohio 43229

Present for opening was Jeff Vaughn, Vaughn, Coast and Vaughn; Kelly Porter, Sanitary Sewer District Director; Mark Esposito, Sanitary Sewer District Intermittent Consultant and Robert DeFrank, Times Leader.  
(Engineers Estimate - \$900,000.00)

Motion made by Mrs. Favede, seconded by Mr. Coffland to turn over all bids received for the Radial Collector Well-New Lateral Screen Installation for the Belmont County Sanitary Sewer District, to Jeff Vaughn, Project Engineer.

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 12:15 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Vince Gianangeli and Brenna Rocchio, Department of Job and Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the promotion and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:19 P.M.**

Motion made by Mrs. Favede seconded by Mr. Coffland to exit executive session at 12:19 p.m.  
Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-**

**IN THE MATTER OF PROMOTION  
AND PAY RANGE ADJUSTMENT FOR  
MS. SHELLEY SCHRAMM –  
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Commissioner Favede, seconded by Commissioner Coffland, to adopt the following resolution:

**RESOLUTION**

WHEREAS, the Ohio Revised Code empowers, the Belmont County Board of Commissioners to establish compensation and set benefit levels for the Belmont County Department of Job and Family Services non-bargaining unit employees and,  
WHEREAS, with this promotion, Ms. Schramm will be responsible for the supervision of Eligibility/Referral Specialist II, monitoring the processing of public assistance cases and compliance with State and Federal policy and,  
NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to promote Shelley Schramm from the position of Eligibility/Referral Specialist II to Eligibility/Referral Specialist Supervisor. Ms. Schramm's wages to increase from Pay Range 29, Step Seven (base rate \$26.70) to Pay Range 32, Step Six (base rate \$28.56), a base rate increase of \$1.86 per hour effective December 25, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mr. Thomas	<u>Yes</u>

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 12:32P.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 discipline of public employees.

Upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mr. Thomas	<u>Yes</u>

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 1:20 P.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to exit executive session at 1:20 p.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-**

**IN THE MATTER OF PLACING MARYELLEN DEVAUL,  
JAIL LPN, ON PAID ADMINISTRATIVE LEAVE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to place Maryellen DeVaul (Jail LPN) on paid administrative leave effective today, December 7, 2016, per Ohio Revised Code 124.388.

Upon roll call the vote was as follows:

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

**Reconvened Monday, December 12, 2016. Commissioners Favede, Coffland and Thomas present.**

**No further action taken.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 9:05 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 9:05 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 14<sup>th</sup> day of December, 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