

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

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

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

| <u>Claim of</u> | <u>Purposes</u> | <u>Amount</u> |
|-----------------------------------|--|---------------|
| A-ACS Enterprise Solutions | Supplies & Landaccess.com subscription-Recorder/General Fund | 645.41 |
| A-ACS Enterprise Solutions | Documents-film retrieval-Recorder/General Fund | 6,586.73 |
| A-AT&T | Fax line-Magistrate/General Fund | 92.30 |
| A-AT&T | Phone-911/General Fund | 42.00 |
| A-ERB Electric | Labor & material for wiring-Recorder/General Fund | 181.30 |
| A-Information Management Services | Supplies-Recorder/General Fund | 413.00 |
| A-Jenkins Sporting Goods | Name plates-Treasurer/General Fund | 24.00 |
| A-McGhee Office Supply | Supplies-Recorder/General Fund | 34.92 |
| A & K-Ohio AFSCME Care Plan | Dental & Drug Coverage/General Fund & Engineer MVGT Fund | 5,704.00 |
| A-Wheeling Office Supply | Supplies-Prosecutor/General Fund | 66.36 |
| E-PowerPhone | Training/911 Fund | 206.10 |
| E-Staley Communications | Replacement batteries for Alledonia/911 Fund | 4,552.00 |
| M-AT&T | Phones/Juvenile Ct. – Title IV-E Reimb. Fund | 238.75 |
| P-Simplex Grinnell LP | Wet Sprinkler System/Oakview Admn Bldg. Fund | 4,284.00 |
| P-W.W. System #3 | Purchased Water/WW System #2 Revenue Fund | 101,822.11 |
| S-Glynis Valenti | Professional services/Port Authority Fund | 600.00 |
| S-PNC Bank | PNC bill/District Detention Home Fund | 351.62 |
| S-Sam's Club/GECRB | Food/Oakview Juvenile Residential Center Fund | 677.63 |
| S-Staples | Supplies/Northern Ct. General Special Projects Fund | 358.56 |
| S-Treasurer of State of Ohio | Commodities for March/District Detention Home Fund | 386.07 |
| S-TSG | 5 new computers-Northern Ct. General Special Projects Fund | 3,975.00 |
| S-United Bank | Armory Property Loan/Port Authority Fund | 1,793.62 |
| S-Wal-Mart Community | Supplies & Food/District Detention Fund | 1,573.16 |
| S-Wright Express FSC | Gasoline/District Detention Home Fund | 421.54 |
| Y-Belmont County Recorder | April Tax Lien Releases/Tax Certificate Adm Fund | 512.00 |

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for April 30, 2014 as follow:

| <u>FUND</u> | <u>AMOUNT</u> |
|--|--|
| A-GENERAL | \$17,722.78; \$3,490.70 |
| A-GENERAL/SHERIFF | \$8,748.55 |
| C-Indigent Guardianship | \$300.00 |
| H-Job & Family, Public Assistance | \$6,103.25 |
| H-Job & Family, WIA | \$11,431.86; \$15,706.51; \$44,954.01 |
| K-Engineer MVGT | \$49,257.03; \$1,422.77 |
| M-Juvenile Ct. – Intake Coordinator | \$410.94 |
| M-Juvenile Ct. – Placement Services | \$12,320.00 |
| M-Juvenile Ct. – Placement II | \$559.72 |
| M-Juvenile Ct. – Title IV-E Reimb. | \$437.10 |
| P-Sanitary Sewer District | \$13,110.46; \$85,506.58; \$167,082.79; \$5,169.34; \$9,112.59 |
| S-District Detention Home | \$179.84 |
| S-Eastern Ct. General Special Projects | \$5,398.00 |
| S-Job & Family Children Services | \$1,185.90 |
| S-Juvenile Ct.-Computer Fund | \$155.47 |
| S-Oakview Juvenile Residential Center | \$933.64 |
| S-Senior Services | \$25,959.89 |
| S-Sheriff Commissary | \$157.56 |
| U-Sheriff Reserve Account | \$31.10 |
| W-Law Library | \$141.08 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF TRANSFERS WITHIN FUND

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

B00 DOG & KENNEL FUND

| <u>FROM</u> | <u>TO</u> | <u>AMOUNT</u> |
|------------------------------------|------------------------------|---------------|
| E-1600-B000-B09.004 Workers' Comp. | E-1600-B000-B10.005 Medicare | \$304.87 |

H08 WIA AREA 16 FUND

| <u>FROM</u> | <u>TO</u> | <u>AMOUNT</u> |
|---|--|---------------|
| E-2610-H008-H07.000 Belmont Co. DJFS-WIA-WIND | E-2610-H008-H01.000 Belmont Co. DJFS-WIA | \$10,000.00 |

M60 JUVENILE COURT/CARE & CUSTODY

| <u>FROM</u> | <u>TO</u> | <u>AMOUNT</u> |
|---|-----------------------------------|---------------|
| E-0400-M060-M72.003 PERS | E-0400-M060-M25.002 Salaries-CCAP | \$4,900.00 |
| E-0400-M060-M75.008 Insurance Substance Abuse | E-0400-M060-M25.002 Salaries-CCAP | \$7,000.00 |

BCSSD/VARIOUS

| FROM | TO | AMOUNT |
|---------------------------------------|------------------------------------|---------------|
| E-3704-P051-P09.000 Sewer Disposal | E-3704-P051-P12.000 Travel Expense | \$500.00 |
| E-3705-P053-P01.002 Salaries | E-3705-P053-P16.074 Transfers Out | \$75,000.00 |
| E-3705-P053-P07.011 Contract Services | E-3705-P053-P12.000 Travel Expense | \$500.00 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

**Y89 WORKERS COMP-HOLDING ACCT TO
H05 WORKFORCE DEVELOPMENT FUND**

| FROM | TO | AMOUNT |
|-----------------------------------|-----------------------------|---------------|
| E-9899-Y089-Y10.000 Transfers Out | R-2600-H005-H02.500 Refunds | \$4,733.40 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |
| Mrs. Favede | Yes |

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF APRIL AND MAY, 2014**

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

the Vision Insurance Chargebacks for the months of April and May, 2014.

| FROM | TO | AMOUNT |
|--|---------------------|---------------|
| E-0256-A014-A11.006 GENERAL | R-9891-Y091-Y06.500 | 4,561.11 |
| E-0170-A006-G11.000 PUBLIC DEFENDER | R-9891-Y091-Y06.500 | 109.08 |
| E-0181-A003-A11.000 BD. OF ELECTIONS | R-9891-Y091-Y06.500 | 174.78 |
| E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP | R-9891-Y091-Y06.500 | 0.00 |
| E-1815-L005-L15.006 WATERSHED COORD. | R-9891-Y091-Y06.500 | 12.06 |
| E-0400-M067-M05.008 ALTERNATIVE SCHOOL | R-9891-Y091-Y06.500 | 39.78 |
| E-0400-M060-M75.008 CARE & CUSTODY Sub Abu | R-9891-Y091-Y06.500 | 55.44 |
| E-0400-M060-M29.008 CARE & CUSTODY CCAP | R-9891-Y091-Y06.500 | 83.16 |
| E-0400-M078-M02.008 RANDOM MOMENTS | R-9891-Y091-Y06.500 | 12.06 |
| E-0910-S033-S47.006 DIST. DET. HOME | R-9891-Y091-Y06.500 | 445.41 |
| E-1210-S078-S14.006 RECORDER | R-9891-Y091-Y06.500 | 0.00 |
| E-1310-J000-J06.000 REAL ESTATE ASSES. | R-9891-Y091-Y06.500 | 75.96 |
| E-1410-W082-T07.006 DRETAC-TREAS. | R-9891-Y091-Y06.500 | 0.00 |
| E-5005-S070-S06.006 SEN. SERV PROGRAM | R-9891-Y091-Y06.500 | 110.88 |
| E-1520-S077-S04.006 CORRECTIONS ACT GRANT | R-9891-Y091-Y06.500 | 27.72 |
| E-1511-W080-P07.006 PROS. VICTIM | R-9891-Y091-Y06.500 | 27.72 |
| E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED | R-9891-Y091-Y06.500 | 0.00 |
| E-1551-S088-S03.006 WESTERN SPEC PROJECTS | R-9891-Y091-Y06.500 | 0.00 |
| E-1561-S086-S03.006 NORTHERN SPEC PROJECTS | R-9891-Y091-Y06.500 | 0.00 |
| E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS | R-9891-Y091-Y06.500 | 0.00 |
| E-1600-B000-B13-006 DOG & KENNEL | R-9891-Y091-Y06.500 | 25.92 |
| E-1573-S074-S05.006 MEDIATION GRANT | R-9891-Y091-Y06.500 | 0.00 |
| E-1810-L001-L14.000 SOIL CONSERVATION | R-9891-Y091-Y06.500 | 39.78 |
| E-2223-T077-T01.002 IAP | R-9891-Y091-Y06.500 | 0.00 |
| E-2230-F082-F01.002 PREP | R-9891-Y091-Y06.500 | 0.00 |
| E-2215-F077-F01.002 REPROD. HEALTH & WELL | R-9891-Y091-Y06.500 | 50.00 |
| E-2216-F078-F02.002 TOBACCO | R-9891-Y091-Y06.500 | 0.00 |
| E-2228-F080-F01.002 HEALTH HOMES | R-9891-Y091-Y06.500 | 0.00 |

| | | |
|---|---------------------|-----------------|
| E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP | R-9891-Y091-Y06.500 | 7.00 |
| E-2227-F074-F06.000 Home Sewage Treatment Sys | R-9891-Y091-Y06.500 | 28.00 |
| E-2213-F075-F02.003 Vital Statistics | R-9891-Y091-Y06.500 | 0.00 |
| E-2218-G000-G06.003 Food Service | R-9891-Y091-Y06.500 | 61.00 |
| E-2211-F069-F04.000 Trailer Park | R-9891-Y091-Y06.500 | 0.00 |
| E-2210-E001-E15.006 COUNTY HEALTH | R-9891-Y091-Y06.500 | 137.23 |
| E-2310-S049-S63.000 MENTAL HEALTH | R-9891-Y091-Y06.500 | 51.84 |
| E-2510-H000-H16.006 HUMAN SERVICES | R-9891-Y091-Y06.500 | 372.42 |
| E-2760-H010-H12.006 CHILD SUPPORT | R-9891-Y091-Y06.500 | 55.44 |
| E-2811-K200-K10.006 MVGT K-1 | R-9891-Y091-Y06.500 | 27.72 |
| E-2811-K200-K10.006 MVGT K-2 | R-9891-Y091-Y06.500 | 0.00 |
| E-2812-K000-K20.006 MVGT K-11 | R-9891-Y091-Y06.500 | 555.66 |
| E-2813-K000-K39.006 MVGT K-25 | R-9891-Y091-Y06.500 | 206.10 |
| E-3701-P003-P31.000 WWS #2 WATER/SEWER | R-9891-Y091-Y06.500 | 99.08 |
| E-3702-P005-P31.000 WWS #3 WATER/SEWER | R-9891-Y091-Y06.500 | 334.68 |
| E-3704-P051-P15.000 SSD #1 WATER/SEWER | R-9891-Y091-Y06.500 | 92.02 |
| E-3705-P053-P15.000 SSD #2 WATER/SEWER | R-9891-Y091-Y06.500 | 71.82 |
| E-3706-P055-P15.000 SSD #3A WATER/SEWER | R-9891-Y091-Y06.500 | 15.52 |
| E-3707-P056-P15.000 SSD #3B WATER/SEWER | R-9891-Y091-Y06.500 | 6.44 |
| E-4110-T075-T52.008 WIC | R-9891-Y091-Y06.500 | 110.88 |
| E-6010-S079-S07.006 CLERK CRTS. TITLE | R-9891-Y091-Y06.500 | 122.94 |
| E-8010-S030-S68.006 OAKVIEW JUVENILE | R-9891-Y091-Y06.500 | 325.44 |
| E-1510-W081.P07.006 PROSECUTOR DRETAC | R-9891-Y091-Y06.500 | 0.00 |
| E-9799-S012-S02.006 PORT AUTHORITY | R-9891-Y091-Y06.500 | 0.00 |
| TOTAL | | 8,532.09 |

Upon roll call the vote was as follows:

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|--------------|-----|
| Mr. Coffland | Yes |
| Mrs. Favede\ | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF APRIL AND MAY, 2014**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Delta Dental Chargebacks for the months of April and May, 2014.

| FROM | TO | AMOUNT |
|---|---------------------|---------------|
| E-0256-A014-A12.006 GENERAL | R-9891-Y091-Y07.500 | 16,519.17 |
| E-0170-A006-G11.000 PUBLIC DEFENDER | R-9891-Y091-Y07.500 | 397.78 |
| E-0181-A003-A11.000 BD. OF ELECTIONS | R-9891-Y091-Y07.500 | 627.50 |
| E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse | R-9891-Y091-Y07.500 | 205.76 |
| E-0400-M060-M29.008 CARE & CUSTODY CCAP | R-9891-Y091-Y07.500 | 308.64 |
| E-0400-M067-M05.008 ALTERNATIVE SCHOOL | R-9891-Y091-Y07.500 | 140.58 |
| E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS | R-9891-Y091-Y07.500 | 37.70 |
| E-2230-F082-F01.002 PREP | R-9891-Y091-Y07.500 | 0.00 |
| E-2216-F078-F02.002 TOBACCO | R-9891-Y091-Y07.500 | 0.00 |
| E-2228-F080-F01.002 HEALTH HOMES | R-9891-Y091-Y07.500 | 0.00 |
| E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP. | R-9891-Y091-Y07.500 | 26.00 |
| E-2223-T077-T01.002 IAP | R-9891-Y091-Y07.500 | 0.00 |

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| E-2215-F077-F01.002 REPROD HEALTH & WELL | R-9891-Y091-Y07.500 | 185.00 |
| E-2227-F074-F06.000 Home Sewage Treatment Sys | R-9891-Y091-Y07.500 | 103.00 |
| E-2213-F075-F02.003 Vital Statistics | R-9891-Y091-Y07.500 | 0.00 |
| E-2210-E001-E15.006 COUNTY HEALTH | R-9891-Y091-Y07.500 | 443.47 |
| E-2218-G000-G06.003 Food Service | R-9891-Y091-Y07.500 | 225.00 |
| E-2211-F069-F04.000 Trailer Park | R-9891-Y091-Y07.500 | 0.00 |
| E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP | R-9891-Y091-Y07.500 | 0.00 |
| E-0910-S033-S47.006 DIST. DET. HOME | R-9891-Y091-Y07.500 | 1,578.97 |
| E-1210-S078-S14.006 RECORDER | R-9891-Y091-Y07.500 | 0.00 |
| E-1310-J000-J06.000 REAL ESTATE ASSES. | R-9891-Y091-Y07.500 | 356.56 |
| E-1410-W082-T07.006 DRETAC-TREAS. | R-9891-Y091-Y07.500 | 0.00 |
| E-1520-S077-S04.006 CORRECTIONS ACT GRANT | R-9891-Y091-Y07.500 | 102.88 |
| E-1511-W080-P07.006 PROS. VICTIM | R-9891-Y091-Y07.500 | 102.88 |
| E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED | R-9891-Y091-Y07.500 | 0.00 |
| E-1551-S088-S03.006 WESTERN SPEC PROJECTS | R-9891-Y091-Y07.500 | 0.00 |
| E-1561-S086-S03.006 NORTHERN SPEC PROJECTS | R-9891-Y091-Y07.500 | 0.00 |
| E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS | R-9891-Y091-Y07.500 | 0.00 |
| E-1600-B000-B13-006 DOG & KENNEL | R-9891-Y091-Y07.500 | 89.14 |
| E-1573-S074-S05.006 MEDIATION GRANT | R-9891-Y091-Y07.500 | 0.00 |
| E-1810-L001-L14.000 SOIL CONSERVATION | R-9891-Y091-Y07.500 | 140.58 |
| E-1815-L005-L15.006 WATERSHED COORD. | R-9891-Y091-Y07.500 | 37.70 |
| E-2310-S049-S63.000 MENTAL HEALTH | R-9891-Y091-Y07.500 | 178.28 |
| E-2510-H000-H16.006 HUMAN SERVICES | R-9891-Y091-Y07.500 | 1,375.14 |
| E-2760-H010-H12.006 CHILD SUPPORT | R-9891-Y091-Y07.500 | 205.76 |
| E-2811-K200-K10.006 MVGT K-1 | R-9891-Y091-Y07.500 | 102.88 |
| E-2811-K200-K10.006 MVGT K-2 | R-9891-Y091-Y07.500 | 0.00 |
| E-2812-K000-K20.006 MVGT K-11 | R-9891-Y091-Y07.500 | 243.46 |
| E-2813-K000-K39.006 MVGT K-25 | R-9891-Y091-Y07.500 | 102.88 |
| E-3701-P003-P31.000 WWS #2 WATER/SEWER | R-9891-Y091-Y07.500 | 355.76 |
| E-3702-P005-P31.000 WWS #3 WATER/SEWER | R-9891-Y091-Y07.500 | 1,205.24 |
| E-3704-P051-P15.000 SSD #1 WATER/SEWER | R-9891-Y091-Y07.500 | 332.12 |
| E-3705-P053-P15.000 SSD #2 WATER/SEWER | R-9891-Y091-Y07.500 | 258.78 |
| E-3706-P055-P15.000 SSD #3A WATER/SEWER | R-9891-Y091-Y07.500 | 56.04 |
| E-3707-P056-P15.000 SSD #3B WATER/SEWER | R-9891-Y091-Y07.500 | 20.90 |
| E-4110-T075-T52.008 WIC | R-9891-Y091-Y07.500 | 411.52 |
| E-5005-S070-S06.006 SENIOR SERV. PROGRAM | R-9891-Y091-Y07.500 | 411.52 |
| E-6010-S079-S07.006 CLERK CRTS. TITLE | R-9891-Y091-Y07.500 | 449.22 |
| E-8010-S030-S68.006 OAKVIEW JUVENILE | R-9891-Y091-Y07.500 | 1,179.60 |
| E-1510-W081.P07.006 PROSECUTOR DRETAC | R-9891-Y091-Y07.500 | 0.00 |
| E-9799-S012-S02.006 PORT AUTHORITY | R-9891-Y091-Y07.500 | <u>0.00</u> |
| TOTAL | | 28,517.41 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF APRIL AND MAY, 2014**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Express Scripts Chargebacks for the months of April and May, 2014.

| FROM | TO | AMOUNT |
|--|---------------------|-------------------|
| E-0256-A014-A13.006 GENERAL | R-9891-Y091-Y08.500 | 37,512.28 |
| E-0170-A006-G11.000 PUBLIC DEFENDER | R-9891-Y091-Y08.500 | 771.56 |
| E-0181-A003-A11.000 BD. OF ELECTIONS | R-9891-Y091-Y08.500 | 2,382.26 |
| E-0910-S033-S47.006 DIST. DET. HOME | R-9891-Y091-Y08.500 | 3,708.55 |
| E-1210-S078-S14.006 RECORDER | R-9891-Y091-Y08.500 | 0.00 |
| E-1310-J000-J06.000 REAL ESTATE ASSES. | R-9891-Y091-Y08.500 | 671.72 |
| E-1520-S077-S04.006 CORRECTIONS ACT GRANT | R-9891-Y091-Y08.500 | 268.28 |
| E-1511-W080-P07.006 PROS. VICTIM | R-9891-Y091-Y08.500 | 268.28 |
| E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED | R-9891-Y091-Y08.500 | 0.00 |
| E-1551-S088-S03.006 WESTERN SPEC PROJECTS | R-9891-Y091-Y08.500 | 0.00 |
| E-1561-S086-S03.006 NORTHERN SPEC PROJECTS | R-9891-Y091-Y08.500 | 0.00 |
| E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS | R-9891-Y091-Y08.500 | 0.00 |
| E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP | R-9891-Y091-Y08.500 | 0.00 |
| E-1600-B000-B13-006 DOG & KENNEL | R-9891-Y091-Y08.500 | 151.29 |
| E-1573-S074-S05.006 MEDIATION GRANT | R-9891-Y091-Y08.500 | 0.00 |
| E-1815-L005-L15.006 WATERSHED COORD. | R-9891-Y091-Y08.500 | 100.86 |
| E-1810-L001-L14.000 SOIL CONSERVATION | R-9891-Y091-Y08.500 | 369.14 |
| E-2310-S049-S63.000 MENTAL HEALTH | R-9891-Y091-Y08.500 | 201.72 |
| E-2410-S066-S80.000 MENTAL RETARDATION | R-9891-Y091-Y08.500 | 11,942.54 |
| E-2510-H000-H16.006 HUMAN SERVICES | R-9891-Y091-Y08.500 | 21,140.60 |
| E-2760-H010-H12.006 CHILD SUPPORT | R-9891-Y091-Y08.500 | 2,730.24 |
| E-2230-F082-F01.002 PREP | R-9891-Y091-Y08.500 | 0.00 |
| E-2216-F078-F02.002 TOBACCO | R-9891-Y091-Y08.500 | 0.00 |
| E-2228-F080-F01.002 HEALTH HOMES | R-9891-Y091-Y08.500 | 0.00 |
| E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP | R-9891-Y091-Y08.500 | 67.00 |
| E-2223-T077-T01.002 IAP | R-9891-Y091-Y08.500 | 0.00 |
| E-2215-F077-F01.002 REPROD. HEALTH & WELL | R-9891-Y091-Y08.500 | 161.00 |
| E-2227-F074-F06.000 Home Sewage Treatment Sys | R-9891-Y091-Y08.500 | 268.00 |
| E-2213-F075-F02.003 Vital Statistics | R-9891-Y091-Y08.500 | 0.00 |
| E-2218-G000-G06.003 Food Service | R-9891-Y091-Y08.500 | 586.00 |
| E-2211-F069-F04.000 Trailer Park | R-9891-Y091-Y08.500 | 0.00 |
| E-2210-E001-E15.006 COUNTY HEALTH | R-9891-Y091-Y08.500 | 1,044.53 |
| E-2811-K200-K10.006 MVGT K-1 | R-9891-Y091-Y08.500 | 268.28 |
| E-2811-K200-K10.006 MVGT K-2 | R-9891-Y091-Y08.500 | 0.00 |
| E-2812-K000-K20.006 MVGT K-11 | R-9891-Y091-Y08.500 | 470.00 |
| E-2813-K000-K39.006 MVGT K-25 | R-9891-Y091-Y08.500 | 268.28 |
| E-3701-P003-P31.000 WWS #2 WATER/SEWER | R-9891-Y091-Y08.500 | 804.48 |
| E-3702-P005-P31.000 WWS #3 WATER/SEWER | R-9891-Y091-Y08.500 | 2,578.62 |
| E-3704-P051-P15.000 SSD #1 WATER/SEWER | R-9891-Y091-Y08.500 | 680.14 |
| E-3705-P053-P15.000 SSD #2 WATER/SEWER | R-9891-Y091-Y08.500 | 544.34 |
| E-3706-P055-P15.000 SSD #3A WATER/SEWER | R-9891-Y091-Y08.500 | 114.32 |
| E-3707-P056-P15.000 SSD #3B WATER/SEWER | R-9891-Y091-Y08.500 | 42.62 |
| E-0400-M067-M05.008 ALTERNATIVE SCHOOL | R-9891-Y091-Y08.500 | 369.14 |
| E-0400-M060-M75.008 CARE & CUSTODY Sub Abu | R-9891-Y091-Y08.500 | 536.56 |
| E-0400-M060-M29.008 CARE & CUSTODY CCAP | R-9891-Y091-Y08.500 | 536.56 |
| E-0400-M078-M02.008 RANDOM MOMENTS | R-9891-Y091-Y08.500 | 100.86 |
| E-4110-T075-T52.008 WIC | R-9891-Y091-Y08.500 | 536.56 |
| E-5005-S070-S06.006 SEN. SERV PROGRAM | R-9891-Y091-Y08.500 | 8,544.92 |
| E-6010-S079-S07.006 CLERK CRTS. TITLE | R-9891-Y091-Y08.500 | 1,107.42 |
| E-8010-S030-S68.006 OAKVIEW JUVENILE | R-9891-Y091-Y08.500 | 2,553.36 |
| E-1510-W081.P07.006 PROSECUTOR DRETAC | R-9891-Y091-Y08.500 | 0.00 |
| E-1410-W082-T07.006 DRETAC-TREAS. | R-9891-Y091-Y08.500 | 0.00 |
| E-9799-S012-S02.006 PORT AUTHORITY | R-9891-Y091-Y08.500 | 0.00 |
| TOTAL | | 104,402.31 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Coffland, seconded by Mr. Thomas 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:

****JANUARY 2, 2014****

B00 DOG AND KENNEL FUND

| | | |
|---------------------|---------------------|-------------|
| E-1600-B000-B02.002 | Salaries-Employees | \$35,000.00 |
| E-1600-B000-B07.000 | Veterinary Services | \$18,000.00 |
| E-1600-B000-B08.003 | PERS | \$ 7,000.00 |
| E-1600-B000-B11.000 | Other Expenses | \$5,000.00 |

O30 BOND RETIREMENT-JAIL CONSTRUCTION FUND

| | | |
|---------------------|-------------------|--------------|
| E-9212-O030-O01.050 | Principal Payment | \$275,000.00 |
| E-9212-O030-O02.051 | Interest Payment | \$ 95,743.76 |
| | Total | \$370,743.76 |

To appropriate monies needed for bond payments due 06/01/14.

O31 BOND RETIREMENT-SATELLITE BUILDING FUND

| | | |
|---------------------|------------------|--------------|
| E-9215-O031-O01.050 | Bond Payment | \$ 65,000.00 |
| E-9215-O031-O02.051 | Interest Payment | \$ 46,921.26 |
| | Total | \$111,921.26 |

To appropriate monies needed for bond payments due 06/01/14.

O37 BOND RETIREMENT-EASTERN DIVISION

COURT BUILDING FUND

| | | |
|---------------------|-------------------------|-------------|
| E-9216-O037-O01.050 | Principal Loan Payments | \$50,000.00 |
| E-9216-O037-O02.051 | Interest Payment | \$35,407.50 |
| | Total | \$85,407.50 |

To appropriate monies needed for bond payments due 06/01/14.

****APRIL 30, 2014****

E10 9-1-1 FUND

| | | |
|---------------------|----------------|-----------|
| E-2200-E010-E07.000 | Other Expenses | \$1452.00 |
|---------------------|----------------|-----------|

E11 9-1-1 WIRELESS FUND

| | | |
|---------------------|-------------------|------------|
| E-2301-E011-E01.011 | Contract Services | \$8,852.32 |
|---------------------|-------------------|------------|

H05 WORKFORCE DEVELOPMENT FUND

| | | |
|---------------------|----------------|----------|
| E-2600-H005-H09.000 | Other Expenses | \$464.18 |
|---------------------|----------------|----------|

S17 CHILDREN SERVICES FUND

| | | |
|---------------------|----------------|-------------|
| E-2765-S017-S31.000 | Other Expenses | \$75,301.50 |
|---------------------|----------------|-------------|

S31 NSLA/OAKVIEW JUVENILE FUND

| | | |
|---------------------|---|---------|
| E-8011-S031-S02.000 | Food (Meal Tickets/US Food Performance Inc) | \$90.00 |
|---------------------|---|---------|

T11 CDBG CHIP GRANT FUND

| | | |
|---------------------|----------------------------|-------------|
| E-9702-T011-T03.000 | CDBG Escrow Account "CHIP" | \$32,021.00 |
|---------------------|----------------------------|-------------|

Draw No. 173 – Grant #B-C-12-1AG-2

W80 PROSECUTOR/VICTIM ASSISTANCE PROGRAM FUND

| | | |
|---------------------|-----------------|------------|
| E-1511-W080-P01.002 | Salaries | \$2,645.00 |
| E-1511-W080-P02.010 | Supplies | \$250.00 |
| E-1511-W080-P03.000 | Travel | \$28.00 |
| E-1511-W080-P04.000 | Other | \$132.00 |
| E-1511-W080-P05.003 | PERS | \$392.00 |
| E-1511-W080-P07.006 | Hospitalization | \$2,346.00 |

SHERIFF/VARIOUS

| | | |
|---------------------|------------------------|------------|
| E-0131-A006-A02.002 | Salaries | \$8,207.36 |
| E-0131-A006-A09.000 | Medical | \$873.71 |
| E-0131-A006-A13.003 | PERS | \$1,485.53 |
| E-0131-A006-A21.000 | Sheriff's Towing | \$75.00 |
| E-0131-A006-A23.000 | Sheriff's Background | \$1,316.00 |
| E-0131-A006-A24.000 | E-SORN | \$325.00 |
| E-0131-A006-A32.000 | Warrant Fees | \$440.00 |
| E-1652-B016-B02.000 | DUI Education | \$45.00 |
| E-0256-A014-A06.006 | Group & Liability Ins. | \$3,514.05 |
| E-0256-A014-A07.005 | Medicare | \$82.07 |
| E-0256-A014-A14.004 | Workers Comp | \$328.29 |
| E-5100-S000-S01.010 | Commissary | \$7,302.46 |
| E-5101-S001-S06.000 | CCW License Exp | \$4,020.00 |
| E-5101-S001-S07.010 | CCW Equipment | \$2,872.00 |
| E-9710-U010-U06.000 | Warrant Fees | \$4,466.66 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |
| Mrs. Favede | 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 April 30, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

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

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

| | | | |
|---|--------------------|------------------------------------|---|
| GENERAL FUND - \$ 5,132.58 | 2010 WC Rebate | deposited into R-0050-A000-A45.500 | 04/21/14 |
| | \$17,296.16 | 2011 WC Rebate | deposited into R-0050-A000-A45.500 04/21/14 |
| | \$20,246.53 | 2012 WC Rebate | deposited into R-0050-A000-A45.500 04/21/14 |
| DOG & KENNEL FUND - \$ 45.70 | 2010 WC Rebate | deposited into R-1600-B000-B07.500 | 04/21/14 |
| | \$155.89 | 2011 WC Rebate | deposited into R-1600-B000-B07.500 04/21/14 |
| | \$176.49 | 2012 WC Rebate | deposited into R-1600-B000-B07.500 04/21/14 |

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 – Lisa Fijalkowski, William Marinacci, John LaRoche, Andrea LaRoche, Lori Bittengle, Shelley Cooper, Amber Wiley-Pelfrey, Michelle Mobley, Lori Parsons, Beth Johnson, Lynne Zanke, James Kapolka, Linda Kinter, Melissa Freeman, Janelle Nardo and Lori O’Grady (one day) to travel to Columbus, OH, on May 21-22, 2014, to attend OJFSDA Director’s Annual Training Conference.

Bonnie White to travel to Wheeling, WV, on June 13, 2014 to attend Payroll Law 2014 Seminar.

Michael Schlantz to travel to Cadiz, OH, on May 15, 2014, to attend a Youth Council meeting, and on May 23, 2014, to attend WIB meeting, and on June 12, 2014, to attend COG meeting. Estimated expenses for all of the above - \$7,877.20

JUVENILE COURT – Jennifer Shunk to travel to Columbus, OH, on April 29, 2014 to attend DYS Reinvest Community Programming meeting and on May 2, 2014, to attend the DYS Reclaim grant meeting.

Scott Watkins, Teacher for the CCAP Alternative School, to travel to Columbus, OH, on May 19, 2014 to attend a grant meeting.

SENIOR SERVICES – Tish Kinney and Seniors to travel to Cambridge, OH, on May 14, 2014, for a Senior Center outing. A county vehicle will be used.

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 Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of March 19, 2014.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ACCEPTING THE RESIGNATION OF ELWOOD RAY, JR./BUILDINGS & GROUNDS

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the resignation of Elwood Ray, Jr., Belmont County Buildings & Grounds Maintenance Worker, effective April 28, 2014.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ADOPTING THE RESOLUTION OF SUPPORT FOR OHIO SEVERANCE TAX TO BE RETURNED TO THE COUNTIES IMPACTED BY SHALE DEVELOPMENT

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution of support for Ohio Severance Tax to be returned to the counties impacted by shale development.

RESOLUTION OF SUPPORT FOR OHIO SEVERANCE TAX TO BE RETURNED TO THE COUNTIES IMPACTED BY SHALE DEVELOPMENT

WHEREAS, the Eastern Ohio horizontal drilling oil and gas impacted area includes the counties of Ashland, Astabula, Belmont, Carroll, Columbiana, Coshocton, Geauga, Guernsey, Harrison, Holmes, Jefferson, Knox, Mahoning, Medina, Monroe, Morgan, Muskingum, Noble, Portage, Stark, Trumbull, Tuscarawas, Washington, and Wayne; and

WHEREAS, this region is widely impacted by oil and gas production, processing and activity in the Marcellus and Utica shale play; and

WHEREAS, we support 75% of Ohio Severance Tax to be returned to the impacted local governments based on local production for mitigating short and long-term adverse impacts on public infrastructure; mitigating adverse financial impacts on community resources and social services; investing in local infrastructure to maximize ancillary and downstream economic development opportunities; investing in long-term public economic development within the impacted region to prevent repetitive boom-to-bust economic outcomes and to protect, ensure and maintain the economic, cultural, environment and sustainability of our local governments; and

WHEREAS, revenue returned to the area from any Ohio Severance Tax needs to be returned to East Ohio Counties affected by horizontal drilling to address the short and long-term impacts of shale development and to invest in sustainable economic development; and

WHEREAS, we support a calculated portion of revenue from the Ohio Severance Tax to be provided to ODNR for its regulatory efforts and for the plugging of idle and orphaned wells. Additionally, the LGF and public library funds should be held harmless from any decrease in revenue that affects these funds; and

NOW, THEREFORE BE IT RESOLVED, the Belmont County Board of Commissioners supports the return of 75% of Ohio Severance Tax directly to the impacted region for its present and future economic and social growth and development.

Adopted this 30th day of April, 2014

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/
 Matt Coffland, President
Mark A. Thomas /s/
 Mark A. Thomas, Vice-President
Ginny Favede /s/

Ginny Favede

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

**IN THE MATTER OF APPROVING AND SIGNING THE CONTRACT BETWEEN
BCDJFS AND BELMONT CO. CAC FOR THE SUMMER YOUTH PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the contract between Belmont County Department of Job & Family Services and Belmont County Community Action Commission effective May 1, 2014 through October 31, 2014 in an amount not to exceed \$286,426.00 for the Summer Youth Employment program.

Note: This new contract is funded with Temporary Assistance for Needy Families (TANF) Block Grant funds.

**CONTRACT
BETWEEN
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
BELMONT COUNTY COMMUNITY ACTION COMMISSION**

This sub-recipient agreement is made and entered into on this day of May 1, 2014 by and between the Belmont County Department of Job and Family Services, BCDJFS, and the Belmont County Community Action Commission, doing business at 153 ½ West Main Street, St. Clairsville, Ohio, 43950, a provider of service (hereinafter referred to as "**Provider**").

This agreement shall constitute the entire agreement between the BCDJFS and Provider and any prior understanding or representation of any kind preceding the date of this contract shall not be binding upon either party except to the extent incorporated into this agreement. The following are the terms of the contract.

**SUMMER EMPLOYMENT PROGRAM FOR YOUTH CFDA 93.558
Funded by TANF Funds and Administered through
Prevention, Retention and Contingency (PRC) Programs**

A. PURPOSE: This agreement is entered into for the purpose of providing a summer employment program to serve persons from a Belmont County TANF-eligible family. The types of persons that may be served are: Youth ages 14-17, as long as the youth is a minor child in a home at or below 200% of federal poverty (youth may be 18 if they are a full time student in a secondary school) ; Youth ages 18-24, in a home at or below 200% of federal poverty that also has a minor child; or Youth ages 18-24, in a home at or below 200% of federal poverty with a minor child or pregnant; non-custodial parents (even if the child is not in the home) in a home at or below 200% of federal poverty; or youth in a foster care setting who are between the ages of 14 to 17 years of age or 18 years of age if they are a full time student in secondary school.

B. PURCHASE OF SERVICES: Subject to terms and conditions set forth in this contract and the attachments (such attachments are deemed to be part of the contract as fully as if set forth herein), the BCDJFS agrees to purchase from, and the Provider agrees to furnish those specific services detailed in this agreement.

C. CONTRACT PERIOD: This contract will be effective from May 1, 2014 through October 31, 2014 inclusive, unless otherwise terminated. Costs for payments to third parties to operate the program, wage subsidies, case management, job coaches, mentors and other ancillary costs can be charged effective May 1, 2014. Normal PRC allocation liquidation rules apply with a close out date of December 31, 2014.

The Provider hereby expressly agrees to neither perform work nor submit an invoice for payment, for work performed under this Contract for any time period prior to notification that the Contract has received approval of the Belmont County Board of Commissioners. Provider further agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period after the termination date set forth in this Contract.

D. COST AND DELIVERY OF PURCHASED SERVICES: Billings under this contract shall be for actual costs incurred from, May 1, 2014 through October 31, 2014, and shall not exceed \$286,426.00. The Provider agrees to accept as full payment for services rendered, in a manner satisfactory to the BCDJFS, actual cost reimbursement. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$286,426.00. Any cost overruns shall be the sole responsibility of the provider. The Provider of services must provide a budget as part of this agreement.

E. SERVICE DESCRIPTION:

Employment:

The Provider of services will act as the employer of record and provide summer employment to TANF eligible youth including case management activities related to the program, job coaching, mentoring, worksite development, placement of youth at worksites, tracking and verifying hours worked, issuing wage subsidies to the youth, provision of soft skills training, youth registration on the OhioMeansJobs website, performance reporting, evaluation, and other program decision making and activities as required.

The youth will be given Summer Work Experience up to 40 hours per week for a period of weeks beginning sometime after June 1, 2014 and ending on or before October 31, 2014. The number of weeks worked and hours worked per week by youth will be based on the total number of youth participating in the program; work site needs; and allocation. The Youth will be paid the State of Ohio Minimum Wage of \$7.95 per hour. Fringes will consist of FICA and Workers Compensation.

Compliance Requirement:

The provider of services must comply with all TANF program compliance requirements.

Performance Objectives:

- 1) The Provider of services must ensure youth are placed at appropriate and safe worksites.
- 2) The Provider of services must ensure all required paperwork is in place including but not limited to the posting of Minor Labor Laws at worksites, posting of the Minor List at the worksites, USCIS I-9 form is completed on youth, and worksite agreements are properly completed and signed by all parties.
- 3) The Provider of services must maintain proper payroll documentation.
- 4) The Provider of services must comply with the program requirements of reporting, OhioMeansJobs registration, evaluations, training and certificates of completion listed within the context of this agreement.

Monitoring will be conducted by the Belmont County Department of Job and Family Services to evaluate the Provider of services in meeting the performance objectives.

Reporting:

The Provider of services is required to submit, by month, data necessary to track the outcomes for the youth participants in the program. This reporting tool is due on the 10th of each month to the Office of Family Assistance. Further instructions concerning the reporting tool will be issued in a subsequent Family Assistance Letter.

All documentation must be kept in case files at BCDJFS.

Training:

A soft skills training component must be provided to youth. Training includes but is not limited to resume writing, interviewing skills, and job etiquette. Soft skills training can be offered by the OhioMeansJobs Center, local workforce investment areas, vendors or employers. Under this agreement, soft skills training is the primary responsibility of the Provider of services.

OhioMeansJobs.com:

All youth participating in the TANF Summer Youth Employment Program must be registered on the OhioMeansJobs website. This is the primary responsibility of the Provider of services. A confirmation of youth registrations must be incorporated into the reporting.

Evaluation:

The Provider of services is responsible for completing an evaluation of the youth. ODJFS will issue further guidance on the evaluation tool.

Certificates of Completion:

Each youth who completes the summer youth program must be issued a Certificate of Completion containing at a minimum the following: name of program (TANF Summer Youth Employment Program), name of youth, dates of participation, name of employer, and funding for this program was provided by the Ohio Department of Job and Family Services. Youth who leave the program before completion will not be eligible for the certificate. This is the primary responsibility of the Provider of services.

Program:

The TANF Subsidized Summer Employment Program for Youth is different than the Workforce Investment Act summer youth employment program. Federal TANF regulations set forth what is allowable for TANF programs. Because this allocation is from TANF funds, it is focused on "wage subsidies." As a result, the state must follow the federal regulations and guidance regarding what are considered "wage subsidies."

Allowable costs under this program include:

- Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
- Payments to third parties to operate the program;
- Recruitment and development of employers for the program;
- Other ancillary services which are offered by the employer to the subsidized employment participants including work related items such as uniforms, tools, licenses or certifications; case management activities related to the program; job coaches and mentors.
- Worker compensation expenses;
- Case management activities related to the program;
- FICA
- Direct supervision and training costs; and
- Transportation costs to and from the work site.

The cost of health insurance for youth may not be charged against these TANF funds; however, the cost of health insurance for staff employed by a third party to operate the program can be charged.

The TANF Summer Youth Employment Program funding does not include TANF administration. Federal regulations define what is considered TANF administration, and they are also set forth in rule 5101:9-6-08.8 of the Ohio Administrative Code.

The following activities and/or expenses are considered TANF administration and cannot be charged to this allocation:

- Costs associated with eligibility determination;
- Salaries and benefits of staff performing administrative and coordination functions;
- Preparation of program plans, budgets, reports and schedules, and the monitoring of program and project;
- Fraud and abuse units;
- Services related to accounting, litigation, audits, management property, payroll, personnel, procurement, and public relations;
- Costs of goods and services and travel costs required for official business and the Administration of the program unless excluded under paragraph (A) of rule 5101:9-6-08.8 of the Ohio Administrative Code; and
- Management information systems not related to the tracking and monitoring of the program.

Costs considered to be TANF administration may be charged to county TANF Administration allocations pursuant to rule 5101:9-6-08.8 of the Ohio Administrative Code.

Unemployment Compensation

For unemployment compensation costs, the ODJFS Office of Unemployment Compensation has stated under Section 4141-5-05 of the Ohio Administrative Code employers are not required to report the wages paid to youth as part of the TANF Summer Youth Employment Program. Employers should not include the youth or the youth's wages on their quarterly unemployment compensation reports. So long as the youth is not reported on wage reports, the weeks and wages should not count towards any other employment that the youth might have for the purpose of a claim.

F. PAYMENT FOR PURCHASED SERVICES: PAYMENT FOR PURCHASED SERVICES:

Upon completion of services each month, provider shall submit an invoice and supporting income statement (expense report) to Belmont County Department of Job and Family Services covering purchased services rendered. Invoices shall include actual expenses incurred, not to exceed the maximum in Section D, above, for the delivery of these services. Invoices shall also include accruals and stand-in costs, as applicable. Belmont County Department of Job and Family Services will review each invoice for completeness of information and accuracy before making payment, within thirty days of the receipt of an accurate invoice.

Invoices will be submitted each month to BCDJFS within 30 days of the end of the service month for services rendered during the month. The Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

Final invoice for compensation of work performed under this Contract must be received and paid by BCDJFS, no later than December 31, 2014 which is the liquidation date. Failure of the Provider to submit the final invoice by this deadline shall be deemed a forfeiture of the Provider of all remaining compensation pursuant to the Contract.

Reported expenditures are subject to audit by appropriate state or federal officials or an independent audit. Reported expenditures are also subject to monitoring by Belmont County Department of Job and Family Services or its representatives

G. PURCHASING OR LEASING OF FIXED ASSETS (EQUIPMENT): For purpose of this contract, a fixed asset is any item having a useful life exceeding one year, regardless of cost. Fixed assets purchased with these funds are property of the Belmont County Department of Job & Family Services and shall be used in the program or project for which acquired, no purchase of vehicles will be permitted under this contract. Procurement of any fixed asset must follow both State and Federal guidelines. At such time as the program ends, funding expires, or Provider no longer needs the fixed asset, the Belmont County Department of Job & Family Services shall provide guidance regarding its disposition. All fixed asset purchases are to be reported to the Belmont County Department of Job & Family Services within 30 days and registered on BCDJFS inventory.

Inventory: Fixed assets purchased under this agreement shall be the property of BCDJFS. Newly acquired inventory shall be reported to BCDJFS within thirty days of purchase. These assets will be issued BCDJFS's inventory tags. It will be the Provider's responsibility to affix and maintain these tags.

Usage: Provider covenant to maintain the property referenced above, whether purchased or leased, in good condition and repair and agree not to commit or suffer any waste to the property and will comply with all statutes, ordinances, regulations and effecting said property or any part thereof, and all covenants, restrictions and agreements of which apply to the property or any part thereof.

H. PUBLICITY/RIGHTS IN DATA: Any program description intended for internal or external use, including media releases, information pamphlets, etc. shall mention that funding is provided under "The State of Ohio's Summer Youth Program" administered by the Belmont County Department of Job and Family Services.

The deliverables provided by the Provider under this Contract and any item produced under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of BCDJFS which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables, and the Provider will not obtain copyright, patent, or other proprietary protection for the deliverables. The provider will not include in any deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided herein. Provider

agrees that all deliverables will be made freely available to the general public unless BCDJFS determines that, pursuant to state or federal law, such materials are confidential.

- I. CONFIDENTIALITY OF INFORMATION:** The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio.
1. The Provider shall utilize any records received pursuant to this agreement only for the purpose set out in the terms of this agreement.
 2. The Provider shall keep all records provided by the Belmont County Department of Job and Family Services pursuant to this agreement, when not in use, in a secure locked place and ensure that no other third party, other than auditors and monitors, identified in Section F, above, has access to these records.
 3. The Provider shall not provide any information or records received pursuant to this agreement to any other third party except in compliance with state and federal law or with written permission from the Belmont County Department of Job and Family Services.
 4. The Provider shall maintain all original records provided by the Belmont County Department of Job and Family Services pursuant to this agreement once the purpose of the agreement are met or the agreement is terminated pursuant to the terms of this agreement for six years and will follow all State of Ohio and Federal record retention policies.
 5. The Provider shall notify all employees of the Provider, that information received pursuant to this agreement shall only be used for the purpose set out in the terms of this agreement and that the information and records must be kept in compliance with the sections of this agreement.
- J. INDEPENDENT CONTRACTORS:** Providers, agents, and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers or employees or agents of the State of Ohio or Belmont County Department of Job and Family Services.
- K. DUPLICATE BILLING:** Provider warrants that claims made to Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services and do not duplicate claims made by Provider to other sources of funds for the same service.
- L. FINANCIAL RECORDS and RESPONSIBILITY FOR AUDIT:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and Belmont County Department of Job and Family Services personnel or Belmont County Department of Job and Family Services independent monitors. Provider agrees to comply with OMB Circular all applicable OMB Circulars, including A-133 audit requirements, which can be found on the Internet at www.whitehouse.gov/omb/circulars/a133/a133.html.
- M. AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial records related to this contract, including any documentation used in the administration of the program, in its possession for a period of six years from the date of contract completion, unless otherwise directed by Belmont County Department of Job and Family Services. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the six year period the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the six year period, whichever is later.
- N. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit or monitoring finding by Belmont County Department of Job and Family Services authorized monitoring, which directly relates to the provisions of this contract.
1. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for services not covered by the agreement.
 2. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for duplicate billings, erroneous billings, deceptive claims or falsified claims, or incorrectly determined eligibilities. As used in this section, "deceptive means knowingly deceiving another or causing another to be deceived, by a false or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, omission, which creates, confirms or perpetuates a false impression in another, including a false impression as to law, value, state or mind, or other objective or subjective fact.
- O. CIVIL RIGHTS:** Belmont County Department of Job and Family Services and Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or other factor as specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found not to be in compliance with this paragraph may be subject to investigation by the office of civil rights for the State of Ohio and the County Department of Job and Family Services and termination of this agreement.
- P. INDEMNITY AND INSURANCE:** To the extent allowed by Ohio law, Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the Belmont County Department of Job and Family Services, and the Belmont County Board of County Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract. Provider agrees to maintain a self-insurance program, or contract for insurance, as is reasonably acceptable to the Belmont County Department of Job and Family Services in order to adequately insure the persons and estates of eligible individuals against reasonably foreseeable torts which would cause injury, death, or property damage. A copy of said insurance policy shall be delivered to BCDJFS prior to commencement of this agreement for approval.
- Q. MONITORING AND EVALUATION:** Belmont County Department of Job and Family Services and Provider will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which the objectives are being achieved. The Provider will be subject to on-site and desk review by a monitor contracted by Belmont County Department of Job and Family Services.
- R. TERMINATION:** In the event that either the Belmont County Department of Job and Family Services or the Provider do not perform their responsibilities and obligations, or the projected outcomes are not achieved under this agreement, either party may initiate their intent to terminate the agreement by written communication to the other party. Such termination shall take place no less than thirty (30) days after the initiating agency's request for termination.
- This agreement may be terminated immediately in the event there is a loss of funding, disapproval by the Belmont County Board of Commissioners, or upon discovery of noncompliance with any county, state, or federal laws, rules or regulations.
- Provider, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting there from, and such other matters as BCDJFS may require.

In the event of suspension or termination under this Article, Provider will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by BCDJFS based on the rate set for in this Contract, less any funds previously paid by or on behalf of BCDJFS or in the case of services for which the Provider charges a flat rate, based on a reasonable percentage of the total services performed, as determined by BCDJFS less any funds previously

paid by or on behalf of BCDJFS. BCDJFS is not liable for any further claims, and the claims submitted by the Provider are not to exceed the total amount of consideration stated in this Contract.

- S. **AMENDMENT OF CONTRACT:** This contract may be amended at any time by written amendment signed by both parties and submitted to the Belmont County Board of Commissioners in the manner required by state regulations.
- T. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84), and all guidelines and interpretations issued pursuant thereto.
- U. **BREACH AND DEFAULT:** Upon breach or default of any of the provisions, obligation or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable, or legal remedies available, without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.
- V. **RESOLUTION OF DISPUTES:** The parties agree that the Director of the Belmont County Department of Job and Family Services and the Provider representative shall resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this agreement.
- W. **COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS:** The parties agree to comply with all county, state, and federal laws, rules, regulations and auditing standards, Ohio Administrative Code rules, TANF provisions, which are applicable to the performance of this agreement.
- X. **PARTIAL INVALIDITY:** A judicial or administrative finding, order, or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of this agreement.
- Y. **EQUAL EMPLOYMENT OPPORTUNITY:** The Provider will ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. The Provider will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- Z. **CHOICE OF LAWS:** The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.
- AA. **CHOICE OF LAWS:** The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.
- BB. **ASSIGNMENT:** Provider shall not and hereby agrees to be prohibited from assigning this Contract in whole or in any part to any other part without the BCDJFS prior written consent.
- CC. **HEADINGS:** The headings of the paragraphs of this Contract are for convenience only and shall not affect the meaning or construction of the contents of this Contract.
- DD. **SPECIAL CERTIFICATION MADE BY PROVIDER:** By executing this Contract, Provider certifies and affirms current compliance and agrees to continued compliance with each condition listed in this Section. The Provider's certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which BCDJFS relied in entering into this Contract.
 1. Provider, along with its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Contract. Provider agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest shall immediately disclose his or her interest to BCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless BCDJFS shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to: Director, Belmont County Department of Job & Family Services, 310 Fox Shannon Place, St. Clairsville, Ohio 43950.
 2. Provider agrees to refrain from promising or giving to any BCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Provider also agrees that it will not solicit an BCDJFS employee to violate any BCDJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04, or 2921.42 of the Ohio Revised Code. Provider, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, Provider has filed the statement with the JCDJFS in addition to any other required filing.
 3. No federal funds paid to Provider through this or any other agreement with BCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. Provider further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the U.S. Code, Section 319 of Public Law 101-121, and federal regulations issued pursuant thereto and contained in 45 C.F.R. Part 93, Federal Register, Vol. 55, No.38, February 26, 1990, pages 6735-6756. If this Contract exceeds \$100,000.00, Provider has executed the Disclosure of Lobbying Activities, Standard Form, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into.
 4. Neither Provider nor any principals of Provider is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other Federal department of agency as set forth in 45 C.F.R. Part 76. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is ever determined the Provider knowingly executed this certification erroneously, then in addition to any other remedies, this Contract will be terminated pursuant to terms and conditions of this Contract and shall be considered in default under this Section, and BCDJFS may advise the appropriate Federal agency of the knowingly erroneous certification.
 5. Provider is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
 6. Provider is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Ohio Revised Code, which identifies Provider as having more than one unfair labor practice contempt of court finding.
 7. Provider agrees to cooperate with BCDJFS and any Child Support Enforcement Agency ("CSEA") in ensuring Provider of the employees of Provider meet child support obligations established under state or federal law. Further, by executing this Contract, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to Chapter 3113 of the Ohio Revised Code.
 8. Provider agrees not to discriminate against individuals who have or are participating in any work program administered by a county department of job & family services under Chapter 5101 or 5107 of the Ohio Revised Code.
 9. As applicable to the Provider, no party listed in section 3517.13 of the Ohio Revised Code or spouse of such party has made as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000 to the Governor or to his campaign committees. If it is ever determined that the Provider's certification of this requirement is false or misleading, and notwithstanding any criminal or civil liabilities imposed by law, Provider shall return to BCDJFS all monies paid to Provider under this Contract. The

provisions of this Section shall survive the expiration or termination of this Contract.

Provider, its officers, members, or employees, any subcontractor, and/or independent contractors (including all field staff) associated with the Contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all Provider officers, members, employees, and subcontractors, while working on State, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

10. The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84), and all guidelines and interpretations issued pursuant thereto.

- EE. **COPELAND "ANTI-KICKBACK" ACT:** Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- FF. **DAVIS-BACON ACT:** Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.
- GG. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Dept. of Labor regulations 29 CFR Part 5.
- HH. **PUBLIC RECORDS:** This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.
- II. **CLEAN AIR ACT:** Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- JJ. **ENERGY EFFICIENCY:** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L-94-63, 89 Stat.871).
- KK. **COPYRIGHTS AND RIGHTS IN DATA:** Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133).
- LL. **PATENT RIGHTS:** Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.
- MM. **PROCUREMENT:** Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.
- NN. **INCORPORATION BY REFERENCE:** Attachments are hereby incorporated by reference as part of this Contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of any attachment or this Contract, the provisions of this Contract shall be determinative of the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping the objectives of the project and the budgetary and statutory constraints of BCDJFS.
- OO. **ENTIRE AGREEMENT AND MODIFICATION:** This Contract, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by the parties hereto, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

CONTRACT APPROVED BY:

| | |
|---|---|
| Belmont County Job Department of Job & Family Services | Belmont County Community Action Commission |
| <u>Lisa Fijalkowski /s/</u> 4/28/14 | <u>Gary Obloy /s/</u> 4/28/14 |
| Lisa Fijalkowski, Interim Director Date | Gary Obloy, Director Date |

APPROVED AS TO FORM:

| | |
|--|---------|
| <u>David K. Liberati /s/</u> Assistant | 4-30-14 |
| Office of the Prosecuting Attorney | Date |

BELMONT COUNTY BOARD OF COMMISSIONERS

| | |
|-----------------------------|---------|
| <u>Matt Coffland /s/</u> | 4/30/14 |
| Matt Coffland, President | Date |
| <u>Mark Thomas /s/</u> | 4/30/14 |
| Mark Thomas, Vice President | Date |
| <u>Ginny Favede /s/</u> | 4/30/14 |
| Ginny Favede, Commissioner | Date |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH XTYO ENERGY, INC./ALBRIGHT UNIT

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with XTO Energy, Inc. for the use of 0.87 miles of Wegee Road (CR-48) for the purpose of ingress and egress from the Albright Unit.

Note: Blanket Bond # 019044749 in the amount of \$3,000,000,000 is on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and XTO Energy Inc., a Delaware corporation, whose address is 810 Houston Street, Fort Worth, TX 76102 and Mountain Gathering, LLC, whose address is 810 Houston street, Fort Worth, TX 76102 (collectively referred to hereafter as "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Albright Unit], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Albright Unit] (hereafter collectively referred to as "oil and gas development site") located in Mead Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.87 miles of Wegee Road (CR 48) and N/A miles of N/A () for the purpose of ingress to and egress from the [Albright Unit], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Albright Unit] (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 48 , to be utilized by Operator hereunder, is that exclusive portion beginning at SR 147 turn onto CR 48 Wegee Road traveling easterly for 0.87 mile to T-296 . It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (48) for any of its Drilling Activities hereunder.

2. The portion of CR/TR (N/A), to be utilized by Operator hereunder, is that exclusive portion beginning at N/A wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR N/A for any of its Drilling Activities hereunder.

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of BLANKET BOND #019044749 for \$3,000,000.00 in place to cover designated roads and bridges. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

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

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

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

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

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

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

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

16. This Agreement shall be in effect on April 30 , 2014 .

Executed in duplicate on the dates set forth below.

Authority

By: Matt Coffland /s/

Commissioner/Trustee

Operator

XTO ENERGY INC.

By: Michael R. Johnson /s/

By: Ginny Favede /s/
 Commissioner/Trustee

By: Mark A. Thomas /s/
 Commissioner/Trustee

By: Fred F. Bennett /s/
 County Engineer

Dated: 4/30/14

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

Printed name: Michael R. Johnson
 Title: VP Production Operations Appalachia Division
 Dated: 4-15-14

MOUNTAIN GATHERING, LLC
 By: K. Steve Rose /s/

Printed Name: K. Steve Rose
Title: President
 Dated: 4/15/14

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include – etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ACCEPTING CORSA'S REQUEST TO REMOVE THE BELMONT HARRISON JUVENILE DISTRICT FROM BELMONT COUNTY'S CORSA COVERAGE

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept CORSA's request to remove the Belmont Harrison Juvenile District from Belmont County's CORSA coverage and place them with their own Memorandum of Coverage.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ACCEPTING THE QUOTE FROM DOAN FORD, INC., FOR ONE 2014 FORD F-150 4X4 WITH HOT SHOT CONVERSION PACKAGE

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the quote from Doan Ford, Inc. in the amount of \$41,267.58 for the purchase of one (1) new 2014 Ford F-150 4x4 half ton pick-up truck with Hot Shot conversion package (70% refrigeration and 30% oven) to be used for meal delivery for Senior Services of Belmont County, based upon the recommendation of David Hacker, Program Coordinator.

(Note: This vehicle will be purchased with Senior Services Levy Funds.)

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF APPROVING THE PURCHASE OF FOUR CHEVROLET IMPALA POLICE VEHICLES/SHERIFF

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the purchase of four (4) 2014 Chevrolet Impala Police Vehicles at a price of \$21,111.00 each from Whiteside Chevrolet in St. Clairsville, Ohio for the Belmont County Sheriff's Department based upon the recommendation of Sheriff David Lucas.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ACCEPTING THE PROPOSALS FOR UPLIFTING, CAMERAS AND DECALS

FOR FOUR (4) 2014 CHEVROLET IMPALA POLICE VEHICLES/SHERIFF

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the following proposals for uplifting, camera, and decals for four (4) 2014 Chevrolet Impala Police Vehicles for the Belmont County Sheriff's Department in the total amount of \$39,409.62 as follows:

| | |
|---|-----------------------|
| Staley Communications, Wheeling, WV | |
| Total Equipment Price (lights, sirens, cameras, etc.) | \$32,742.20 |
| Total Labor/Installation | 4,840.00 |
| Total Shipping/Handling | <u>327.42</u> |
| Total Cost | \$37,909.62 |
| Logotek Signs, Belmont, OH | |
| Lettering, graphics and striping | \$ 375.00 per vehicle |
| Total Cost | \$ 1,500.00 |
| GRAND TOTAL-UPLIFTING | \$39,409.62 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

9:15 Amy Dobkin

Re: XTO's donation for video conferencing equipment for EMA

Amy Dobkin, Community Relations Manager with XTO Energy, along with Jeremy Eikenberry, presented a check in the amount of \$15,000.00 to the Belmont Co. Emergency Management Agency. Ms. Dobkin explained that XTO is a company that explores for, drills and produces natural gas, natural gas liquids, and crude oil. They have been operating in Belmont County since 2012 and currently have four well sites that are in various stages of construction and two that they are preparing to drill on soon. She advised XTO has had a long-standing legacy of being a safe operator and a good community partner. Dave Ivan explained that they are looking to have the capability of video conferencing within the EOC itself. He said right now, should we have a natural disaster, the only way they can make contact with Columbus is via phone. Sometimes they do not know who they are talking to, it could be anyone from the National Guard to the Governor's Office, and possibly Washington, DC. They want to make sure they have a secured video link that they can video conference with them. Mr. Ivan said Amy Dobkin came to EMA and asked what kind of project EMA had and this is what they were looking into. This not only gives them the capability to video conference, but also to be able to do training online. Mr. Ivan said they are really looking forward to implementing this project. Also present from the EMA was Becky Horne, Executive Administrative Assistant. The board all gave their thanks to XTO for their donation and investment into the Belmont County community.

OPEN PUBLIC FORUM – Richard Hord asked for an update on the land banking concept and Sheriff's substation at the Ohio Valley Mall. Mrs. Favede said a land bank presentation is scheduled for next week's meeting at 10:00. Mr. Coffland said the substation is being worked on. Mr. Hord would like the Cafaro's to send a representative to the Commissioners' meeting to give updates on the recent activities at the Mall. Mr. Coffland offered to make a call to them.

IN THE MATTER OF DISCUSSION HELD

RE: PROPOSED ENERGREEN PROJECT AT EASTERN OHIO REGIONAL INDUSTRIAL PARK

Terri Shumacher of Barnesville spoke and said her property is next to the (Eastern Ohio Regional) Industrial Park in Barnesville. She stated they knew nothing about what was going on with everything in the news recently. She is respectfully requesting that there be a meeting scheduled, preferably in the evening when people are off from work, and publicized. She is finding out things after the fact. They support the oil and gas industry, but said everything has to be kept in check. When there is a big major thing like this (Energreen), there is a chance for things to happen that aren't good. She would like to see a meeting with the Commissioners, Port Authority and from oil and gas to explain. They have seen people and trucks in the park. She said there is a great concern with the topography of the land. She has grave concerns about possible health problems with what was proposed at the park. She feels the meetings are being kept hidden as she always finds out about them after the fact. Mr. Coffland advised that all meetings (Commissioners, Port Authority, Barnesville Council) are public meetings and they are advertised. He noted the Commissioners meet every week. Regarding the Port Authority and the project at the Industrial Park, he stated a company has been discussing a project with the Port Authority Board. There is no contract signed with them. He said Barnesville and the Port Authority will be getting together very soon to discuss some of the concerns that have been brought to light in the last few days. The project has had ongoing communication with the Village of Barnesville for over six (6) months. Mr. Coffland said there has been nothing negative brought to the Commissioners attention until the last few days. He said, "We are addressing that problem as we speak right now" and before anything is signed or moves forward, the public and people of Barnesville will be fully aware of what is going on. It may be through the Barnesville council meeting, but it will be a publicly advertised meeting. He noted a lot of the people on Barnesville Council and the JEDD knew of the project. Mr. Coffland said now that some problems have arisen, the commissioners are addressing them.

Mrs. Favede said she attended the Barnesville Council meeting Monday night where they were addressing the sewer line that is being put in. She made the following statements: At that meeting, Mr. Bill Knox, who also serves as a Port Authority Board Member, asked for a few minutes on the floor and he presented this issue. As a result of that discussion, Barnesville Council and Warren Township have requested a meeting on behalf of Council, Warren Township, the Commissioners and the Port Authority members. In 2012 there was a discussion at the Industrial Park that an injection well would be placed out there and the board, at the time, was Commissioner Probst, Coffland and Favede. We did send a letter to the Port Authority notifying them of our opposition of that injection well. We were opposed to waste being stored in Belmont County. We understand that it is prohibited by law in the State of Pennsylvania and the State of West Virginia. She stated, "I certainly do not advocate for that to be stored in our state when other states are prohibiting it." Mrs. Favede continued: We had a discussion here, a formal meeting, in November 29, 2012, regarding that particular opposition and the board at that time agreed that they would not support an injection well being at the industrial site. This is not an injection well, but it is fracking waste in a different form. Mrs. Favede said it was her understanding at the last Port Authority board meeting that she attended that there was going to be a public forum on this issue. She said Energreen was also at that meeting. Those other entities have requested that meeting. She would like to see this board participate in that. She just learned that Terri Shumacher lives beside this and wasn't aware of it. She encourages the other entities to have transparency and to allow the public to be educated and have a say in this. She knows there has been a tremendous outcry from the individuals that were present the other night as well as phone calls that she has received since then. She will be happy to attend said meeting.

Mr. Coffland said Roger Deal and the Port Authority board are working on setting something up to discuss this. He said for 4 to 5 months there was not a word said one way or the other concerning this project. He said in the last 2 days it has really "lit up" for whatever reason. He started this board will follow through. He wanted it understood the Port Authority is a board of its own for economic development. They make their decisions and they (Port Authority Board members) give their guidance to their Director on which direction to go. He noted the Commissioners are not even voting members. Mr. Coffland stated, "We will follow up and stay on top of it and make sure that the residents of Barnesville and Warren Township-that we would do nothing to jeopardize them." Mrs. Favede said, "I would advocate that we hold that meeting in Barnesville for the accessibility of the Barnesville residents and, hopefully, in the evening so that people are able to attend because they do work during the day." Mrs. Schumacher said she called the news about the meeting held on Monday and they did not know anything about it.

Mr. Thomas stated, "A couple of comments that need to be of record. 1) There's references to closed door meetings. There are no closed door meetings as our President said. These are all open meetings. They're all advertised. I just want to make sure that the reference of closed doors is completely wrong. So I just want to make sure that's out there." Regarding the meeting that was held on Monday, Mr. Thomas said it wasn't the commissioners' meeting, nor was it a Port Authority meeting. He said, "So if you're referencing a meeting, it has nothing to do with us. I knew of nothing. Apparently Commissioner Favede knew of a meeting Monday night, but I did not and I'm not sure about Commissioner Coffland. The last comment I want to make is that, again, as somebody stated, Commissioner Coffland, the Port Authority board does not report to the Belmont County Commissioners. And while we appreciate your comments, your comments should also be made to the Port Authority Board. I think if there is a meeting to be called, that meeting is going to be called by Barnesville Village Council, and if they want to invite everybody." Mr. Thomas said the proposed lease agreement with the Port Authority is under the direction of the Ohio Department of Natural Resources and the Ohio EPA. He said, "Nothing will happen at that site until ODNR has approved a permit and it is pending with the EPA. So I don't want anyone here or within the media or outside of that to think that there's a potential agreement that does not have state oversight. That becomes very clear because at this point, the Ohio Dept. of Natural Resources and the EPA are working in conjunction with each other relative to the permit process. So that needs to be set forth also; that's important."

A resident asked, "So there is no local oversight of the Port Authority board?" Mr. Thomas answered, "The Port Authority board, under Ohio law, is its own entity." It was asked, "Who appoints the Port Authority board?" Mr. Thomas replied, "The Commissioners appoint the board." The next question asked was, "And who appoints the director of the Port Authority?" Mr. Thomas answered, "The Port Authority board does." Mr. Thomas stated, "It's also important to note that this has regulatory oversight just like a landfill; whether it's regular waste or CD&D (construction demolition & debris). There's regulatory oversight and the Port Authority board in the meetings that we have attended have spent a lot of time going through there, including language in there that the Port Authority has the right to go in and test this material. Let me make it clear, as Commissioner Favede said, this is not an injection well; so any reference to 2012 is not, there's no direct correlation. This is not an injection well." Mrs. Schumacher maker asked if they were going to just dump it in the ravine, if it's not an injection well. Mr. Thomas said maybe there will be an explanation of exactly what's going to go on through the public meeting that he's sure that Barnesville will call. He said, "When the lease is signed and everything's approved, I think there will be representatives from Energreen who can explain the process better than any one of the three of us. But this is not just taking that dirt and dumping it at the site. It's cleaning it; removing the materials that by law or by EPA or ODNR rule, are required to be removed, and then taking and being properly disposed of. This is not just a dump site and I think more of that will come out, but the fact that there is that regulatory process that's out there really trumps a lot of the dialogue that I've heard over the last 48 hours that the Port Authority just haphazardly entered into a contract not having its T's crossed. What I was trying to get to say within the agreement that there is the ability so many times per year for the Port Authority to request that the site be tested at no cost to the Port Authority, but at the cost of the Lessor, which is Energreen. But I think a lot more of that information can be answered at a meeting. I just wanted to make sure that those points were clear; that everybody understood because there was that action taken. It wasn't taken here at this meeting. We're happy to discuss it. Sometimes we say it has nothing to do with us, but we're obviously happy to discuss it because it's within our county." Mrs. Schumacher asked, "Would you buy a house in Barnesville right now?" Mr. Thomas answered, "Yes. Absolutely." A resident said, "Your responses sound reassuring that everything is in order, though there's clearly some things that have not been done in proper order at least. Bill Knox was given documents related to this in January/February that should have been before members of the Port Authority board way earlier, the application, and he said that he didn't understand why they didn't get it." Mr. Thomas answered, "Well let me make it clear for those who aren't familiar; Mr. Knox is a member of the Port Authority board. So obviously I'm not sure whether or not that's true if he said it. I'd rather talk to Mr. Knox. He comes to every meeting and he certainly had the opportunity to." A resident said, "He said he has raised his concerns at meetings and has been put down." Mr. Thomas said, "I don't know that that's true." Mr. Coffland said, "I can tell you that I sat three months ago at a meeting and I raised a lot of concern because it was for looking at dumping this same material in the landfills. I am Chairman of the JB Green Team, so it was cutting into some funding that we are looking at in the long view. So there's been quite a lot of discussion brought up and I don't think.... I just want to make it clear, a lot of companies come, (make an) offer and have been turned down. For six months this project has been on the burners and all of a sudden in the last 48 hours, it's blown up a lot and we are addressing that if you just give us time to follow through the steps. The wheels are turning. I can tell you for a fact that the Chairman of the Port Authority board is talking right now with Mr. Roger Deal to set something up. It is moving. Just work with us and we do have the residents of Barnesville as our top priority."

**IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 14-1
BEL-VAR GUARDRAIL PHASE 3**

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's Project 14-1 BEL-VAR GUARDRAIL PHASE 3, they proceeded to open the following bids:

| NAME | BID BOND | BID AMOUNT |
|--|----------|----------------------|
| PDK Construction, Inc. P.O. Box 683, Pomeroy, OH 45769 | X | \$ 170,392.13 |
| MP DORY Co. 2001 Integrity Dr. S, Columbus, OH 43209 | X | \$ 188,183.13 |
| Lake Erie Construction Company 25 S. Norwalk Road, Norwalk, OH 44857 | X | \$ 169,125.00 |
| Engineer's Estimate - \$309,587.50 | | |

Present for the bid opening were Joselyn King of The Intelligencer and Robert DeFrank of The Times-Leader.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Belmont County Engineer's Project 14-1 BEL-VAR GUARDRAIL PHASE 3, PID # 95229, for guardrail on portions of County Highways 5, 10 and 56 to Fred Bennett, County Engineer, for review and recommendation.

Note: County Highway 5, (Crescent area), 10 (Crescent-Barton) and 56 (Rt. 9 to Maynard, Maynard to county line).

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

**IN THE MATTER OF BID OPENING FOR THE RADIAL WELL
COLLECTOR WELL REHABILITATION/BCSSD**

This being the day and 9:45 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Radial Well Collector Well Rehabilitation, they proceeded to open the following bids:

| NAME | BID BOND | BID AMOUNT |
|---|----------|---------------------|
| Layne Heavy Civil 6360 Huntley Road Columbus, OH 43229 | X | \$189,899.00 |

Present for the bid opening were BCSSD Director Mark Esposito and Project Manager Kelly Porter. Mr. Esposito said the Engineer's estimate was approximately \$200,000.00

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Radial Collector Well Rehabilitation to Mark Esposito, Director, Belmont County Sanitary Sewer District, for review and recommendation.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

RETURNED TO OPEN PUBLIC FORUM

IN THE MATTER OF DISCUSSION HELD

RE: PROPOSED ENERGREEN PROJECT AT EASTERN OHIO REGIONAL INDUSTRIAL PARK (continued)

Amy Schumacher asked if there was any legal means to stop waste coming into this county like what Pennsylvania and West Virginia have done in their state. She asked that since the Commissioners are over the county is there anything they could do to stop it that would not enable another entity to do it. Mr. Coffland said we have, as Commissioner Favede said, stopped the frack water. He said we try to stay on top of everything. As soon as this was brought to light, we're on it. He said, "Let us work through our procedure. We said we will communicate with the Port Authority board, and we have, that there are concerns here.. Mrs. Favede said, "We have been receiving information since the end of January from a Leatra Harper, who is part of a Freshwater Accountability Project Ohio in regard to this project. Apparently she has a petition trying to prevent this from going forward. I assume that they are leading the charge for that particular effort, if you will. But in all fairness, the prior board, as Commissioner Thomas was not part of this board on October 17, did send a letter in opposition of the injection well. Again, fracking waste in any capacity is what I am addressing, but in this we actually stated that we feel that the Ohio Environmental Protection Agency should require that no hydraulic fracturing waste liquid should be injected or stored in Ohio. So it really begins with our Ohio EPA. We have two injection wells in Belmont County. Both of them are on private property. The state of Ohio permits that. We have no control over private property. She said this particular project is not an injection well, but it is on quasi-government owned property. The Port Authority owns that property. At this time Mrs. Favede turned the floor over to Port Authority Board Member Scott Mazzulli, who had asked to speak.

Mr. Mazzulli stated, "I just want to clarify a few things. The (Port Authority) board is appointed. We are not a paid board. We are all of different professions. We're from all parts of the county." He went on to clarify some of the things that had been stated today. "The board meets once a month or sometimes if there needs to be a special called meeting. A lot of times decisions are made on the fly, and with that we do have a Director who works every day on several different projects. The reason for the public outcry now Matt, is because last Thursday, six days ago, the Port Authority voted to enter into an agreement to do this project. With that, all the ODNR and EPA permits are not in place. As far as Bill Knox goes, I spoke and asked several questions myself that are still unanswered, as did Bill Knox. I've seen several things on Facebook. It wasn't a 5 - 4 vote. It was a 5 -2 vote. I was one of the "no" votes. But I will tell you this; every member on that board is educated. Every member for their vote. Every member on that board sat there and listened to all the information; some asked questions; some went outside of this. I'm from the Sheetmetal Workers, Local 33. My office is in Martins Ferry and there are several members of the building trades that are working in gas and oil sector, so with that, I do talk to them to help form my opinion. So as far as all the board members, I will say this about them. There isn't one person who sits on that board that would ever cast a vote to do anything that they feel would be detrimental to the county. There was a lot of good information given. I don't completely know how the process works and since I don't know how the process works, I don't want to make this be an about me thing; it's not me who is going to be checking on this stuff; it's not me who is going to be doing the monitoring. As far as the lease goes; the lease hasn't been completed. I can tell you that because Commissioner Thomas alluded to the fact that we, I'm not sure if that's the right word, but, the Port Authority has a right to do sampling and monitoring and have that done at any time. That is being added. Not to throw you out there Mark, Mark Esposito, he's another board member and that's what he brought to the table about the monitoring and with that I've been assured by Larry that that would be put in place. With that I hope Barnesville requests a meeting because I'm about having the meeting out there. As a board member, when there was a discussion of the injection well, before we voted on that, I wanted that meeting to be in Barnesville as well. But keep in mind, you heard Commissioner Favede make the statement that there is an injection well out there on private property. So the oil and gas industry, people sit there and say they are for it. There are bad things that come with that type of industry. So to be for it, to some degree, you can't be just for parts of it. I'm totally against any of the waste in the county," concluded Mr. Mazzulli.

Mr. Coffland said, "To follow up and to be fair to Barnesville, there's a lot of new other businesses that have moved into Barnesville. And as we said, it has been an issue brought to our attention. We are on it. There is no lease signed. There is concern. The powers that be in Barnesville and the Port Authority are meeting right now and are discussing a meeting or what avenues they are going down."

Mr. Mazzulli added, "Once again, all the Port Authority did last Thursday was a vote to enter into this lease agreement. It's still held up by whether it's approved by the permits approved by the ODNR and the EPA."

Mr. Mark Esposito stated, "That was exactly my reasoning too. That lease is no good without these permits in place and I'm very confident in ODNR and the EPA having worked with them for years. That's who you want regulating this and if they approve this, then I would feel confident with third-party testing, everything should be fine. That's my opinion."

Richard Hord asked for clarification stating, "You say the commission has no oversight over the Port Authority, but don't the Commissioners basically provide 100% funding to the Port Authority?" Mr. Coffland answered, "Yes we do." Mr. Coffland said the commissioners sent the Port Authority a letter stating their opposition to the previously proposed injection well and noted that the Port Authority did not pursue that project. He said, "We try to work together, but the everyday operation is done by the (Port Authority) board that we do not oversee, as well as a lot of boards in this county. The time we get it is when this happens. And that's when we step in and take charge."

OPEN PUBLIC FORUM: Emerson Gillespie of XTO stated they are interest in trying to lease some county properties in Mead, Pease and Pultney. Mr. Coffland explained we have remaining 426 acres in the eastern part of the county for interested companies to submit offers. Mrs. Favede said the board is interested in leasing all of our remaining parcels as a single unit, noting they are not all contiguous to each other.

IN THE MATTER OF ENTERING

EXECUTIVE SESSION AT 10:00 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the appointment and compensation of a public employee.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ADJOURNING

EXECUTIVE SESSION AT 11:25 A.M.

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

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |
| Mrs. Favede | Yes |

AS A RESULT OF EXECUTIVE SESSION – NO DECISION WAS MADE AT THIS TIME. THE BOARD WILL GO BACK INTO EXECUTIVE SESSION FOR FURTHER DISCUSSION AFTER THE NEXT SCHEDULED AGENDA ITEM.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:26 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of a public employee.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:45 A.M.

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

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |
| Mrs. Favede | Yes |

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

IN THE MATTER OF AUTHORIZING THE IMPLEMENTATION OF THE COST OF LIVING WAGE ADJUSTMENTS IN ACCORDANCE WITH THE BCSSD JOB CLASSIFICATION HANDBOOK

Motion made by Mr. Thomas, seconded by Mr. Coffland authorizing the following:

Whereas the Belmont County Board of Commissioners is the appointing authority of the Belmont County Sanitary Sewer Department (BCSSD) and,

Whereas the Board has previously authorized the implementation of a salary schedule for the classified employees of the BCSSD and,

Whereas the Salary Schedule allows for an annual adjustment based upon the yearly "Cost of Living" adjustments as specified by the Social Security Administration,

Therefore, the Board does authorize the implementation of the cost of living wage adjustments in accordance with the BCSSD Job Classification Handbook as previously approved on March 3, 2010.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ADJUSTING THE SALARY SCHEDULE FOR THE BELMONT COUNTY BOARD OF COMMISSIONERS' FULL-TIME EXEMPT EMPLOYEES

Motion made by Mr. Thomas, seconded by Mr. Coffland to modify the current pay schedule for the board's staff by adjusting the steps for the full-time exempt positions by establishing the fourth steps as the "new hire" steps and adjusting each of the following steps in accordance with the standard step increase as per the attached Pay Schedule effective May 4, 2014.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF DISCUSSION HELD RE: PROPOSED ENERGREN PROJECT AT EASTERN OHIO REGIONAL INDUSTRIAL PARK (continued)

Jill Hunkler spoke of the many residents in Barnesville who are extremely concerned about the site that is planned in the (Eastern Ohio Regional) Industrial Park. She said, "The point I'd like to make is that if, I don't know if it was the three of you, but if the Commissioners are the ones who appoint the Port Authority Board, then I don't understand when you say things like 'it's not your issue; it's a Port Authority issue.' How could it not be your issue if you are the ones who appoint the board and do you have any power at all in this situation to do anything and basically the way I understand it, it's Larry Merry. He told a Township Trustee, he's not going to have a public meeting until he signs the contract and at which point this project can't be stopped. And is it true that one person, Larry Merry, can sign that contract and make the decision for all of us?" Mr. Coffland answered, "No, his signature has the power to proceed with the contract. His board gives him that authority, but the contract has not been signed, will not be signed, until there is more discussion on this matter." Mr. Thomas noted that Ms. Hunkler missed the earlier dialogue and was asking the same questions that were asked this morning. He said, "We appoint the Port Authority Board members under the Ohio Revised Code. It's not something we make up. Everything we do here is under the Ohio Administrative Code or the Ohio Revised Code. So all we're doing is following statute. We appoint board members throughout this entire county; many, many, many. We don't then tell them what to do. The (Port Authority) board made the decision. They authorized him to sign it. He didn't authorize himself to sign it. It's fine that the people that were here earlier, as I told them, it's fine that you make your comments. The problem sometimes happens here is that people are making comments to us because it's the only method that they know, even though there are other public meetings that no one chooses to go to. Everyone comes here and I understand that. And there's media coverage and what have you, but the (Port Authority) board acts on its own. We don't oversee it. By law we appoint the members. By law we give them a budget, but it's like any other office. If the County Engineer chooses not to pave roads in Belmont County, and he doesn't, we're not his boss. He said we appoint the board members for the Port Authority, but they made the decision. He advised there has been dialogue about scheduling a public meeting by the Village of Barnesville officials.

Mrs. Hunkler presented the board information she would like them to read and do more research on concerning potential hazards from this site. She stated they were voted into their positions to protect the health and safety of the people as one of their jobs. She asked that they do that by researching this and let their voices be heard. She asked that if this contract ends up being signed that the board, as the people's representative with a stronger voice, contact ODNR and the Governor to revoke the permit for this site. There has been a permit already issued and she said she was confused when people say there isn't. She asked the board to use their voices to protect the people.

Mrs. Favede again stated, "In 2012, prior to Mr. Thomas being part of this board, this board did publicly come out against fracking waste in Belmont County. I would like to reaffirm my commitment to no fracking waste in Belmont County. I'm opposed to it. I have my own issues with it and I certainly don't want that to become the, I guess the label on this county, that we're a dumping site. As I did state earlier, we do have two injection wells in Belmont County. Those are both on private property. We have no control over those. Those were permitted by ODNR. We've made comments in the past that we think Ohio EPA should not permit injection wells in our state. They aren't permitted in the State of West Virginia or the State of Pennsylvania. When we allow that in Ohio and in Belmont County, we're actually taking the waste out of those states and storing them in our state and in our ground. I reaffirm my commitment to no waste in our county on your behalf."

IN THE MATTER OF ENTERING EXECUTIVE SESSION

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the appointment and compensation of a public employee.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | No |

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:45 A.M.

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

Upon roll call the vote was as follows:

| | |
|--------------|---------|
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |
| Mrs. Favede | Abstain |

Commissioner Thomas noted that Mrs. Favede did not participate in executive session, therefore, she abstained from voting.

IN THE MATTER OF ADOPTING RESOLUTION APPOINTING VINCE GIANANGELI AS DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

RESOLVED BY THE BELMONT COUNTY BOARD OF COMMISSIONERS, BELMONT COUNTY, OHIO THAT:

Pursuant to and in accordance with Sections 329.01 and 329.02 of the Ohio Revised Code, the Belmont County Board of Commissioners appoints Vince Gianangeli as Director of Belmont County Job and Family Services; and be it further

RESOLVED, that under control and direction of the Board that Mr. Gianangeli, as Director, shall have full charge of the Department as outlined in Chapter 329 of the Ohio Revised Code; and be it further

RESOLVED, that in accordance with Section 329.02 of the Ohio Revised Code Mr. Gianangeli shall be transferred from classified civil service to unclassified civil service and serve at the pleasure of the Board; and be it further

RESOLVED, that the Director's compensation shall be determined at a later date; and be it further,

RESOLVED, that the Director shall be subject to applicable County policies regarding vacation, leave, insurance, and other benefits as prescribed in the County Personnel Policy Manual; and therefore be it

RESOLVED, that such appointment shall take effect on May 5, 2014.

Adopted this 30th day of April, 2014.

Motion made by Commissioner Thomas, seconded by Commissioner Coffland to adopt the foregoing resolution.

Upon roll call the vote was as follows:

| | |
|--------------|------------|
| Mr. Coffland | <u>Yes</u> |
| Mr. Thomas | <u>Yes</u> |
| Mrs. Favede | <u>No</u> |

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 12:46 P.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 12:46 p.m.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |
| Mrs. Favede | Yes |

Read, approved and signed this 7th day of May, 2014.

 _____ COUNTY COMMISSIONERS

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

_____ PRESIDENT
 _____ CLERK