

St. Clairsville, Ohio

July 29, 2014

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

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.

Claim of	Purposes	Amount
A-The CIMA Companies, Inc.	Liability Protection/8-1-14 to 8-1-15/Pub. Defender/General Fund	2,167.70
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	22.34
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	1,767.25
N-AEP Ohio-Information Service	Contract Project-Electric Service/Cap Proj/EORIPW/S Fund	12,911.37
N-Belmont Co. Transportation Improv. District	County share of Mall Road Project. Capital Proj./I-70 Mall Inter. Fd.	1,900,000.00
N-Kolb Excavating	Services/SSD#1 Capital Improvements Fund	7,420.00
P-Advance Instruments, Inc.	Equipment/SSD#2 Revenue Fund	450.00
P-Cintas First Aid & Safety	Supplies/BCSSD Funds	63.58
P-Micro Flex	Supplies/BCSSD Funds	365.55
P-Wheeling Tire Center, Inc.	Materials/BCSSD Funds	908.27
P-Yorkville Bd. Of Trustees of Public Affairs	Sewage disposal/SSD#3B Deep Run Fund	513.29
S-Chad Moore	Mileage & CCW fee/Northern Ct. General Special Project Fund	87.00
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-PNC Bank	PNC bill/District Detention Home Fund	743.34
S-TSG	Data backup & vaulting/Northern Division Court Computer Fund	228.30
S-Wal-Mart Community	Supplies & food/District Detention Home Fund	1,522.55
W-Staples Advantage	Supplies/Law Library Fund	142.58
W-Tri-County Help Center	Jan. 1-2014-July 30, 2014/Marriage License Fund	6,395.50
W-West	Subscription/Law/Library Fund	395.50

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 July 29, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$2,072.19; \$959.02
A-GENERAL/AUDITOR	\$3,035.83; \$6,835.09
A-GENERAL/COMMON PLEAS COURT	\$1,666.60
A-GENERAL/JUVENILE	\$1,553.99
A-GENERAL/SHERIFF	\$1,132.80; \$4,437.54
B-Dog & Kennel	\$2,368.59
H-Job & Family/Child Support	\$6,099.12
H-Job & Family/Public Assistance	\$27,579.65; \$4,007.55
H-Job & Family/ WIA	\$788.15; \$19,303.27
K-MVGT	\$408.74; \$7,854.34
S-District Detention Home	\$259.84
S-Job & Family/Children Services	\$4,683.49; \$2,983.68; \$76,442.50
S-Northern Court Gen. Special Projects	\$245.05
S-Oakview Juvenile Residential	\$17,040.78; \$800.00; \$108.00; \$365.09; \$1,435.00; \$18,140.00; \$21,543.72
S-Senior Services	\$26,717.85
S-Sheriff Commissary	\$867.57
T-Moving Ohio Forward Demo Program	\$6,520.00; \$1,701.00; \$27,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0121-A006-B02.002 Recorders/Salaries-Emp	E-0051-A001-A02.002 Comms/Salaries-Emp	\$900.00
E-0131-A006-A16.000 Other Expenses	E-0131-A006-A19.000 Clothing	\$5,000.00

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3701-P003-P21.000 Materials	E-3701-P003-P19.012 Equipment	\$5,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P19.012 Equipment	\$12,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P21.000 Materials	\$5,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P22.000 Repairs	\$13,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P31.000 OPERS	\$5,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P03.012 Equipment	\$1,600.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P05.000 Materials	\$1,200.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P06.000 Repairs	\$2,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P15.000 OPERS	\$5,000.00
E-3705-P053-P14.004 Workers Comp	E-3705-P053-P03.012 Equipment	\$1,000.00

E-3705-P053-P09.000	Sewer Disposal	E-3705-P053-P16.074	Transfers Out	\$60,000.00
E-3705-P053-P01.002	Salaries	E-3705-P053-P06.000	Repairs	\$2,200.00
E-3705-P053-P01.002	Salaries	E-3705-P053-P15.000	OPERS	\$2,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE GENERAL FUND AND THE N37 CAPITAL PROJECTS/I-70 MALL INTERCHANGE PROJECT FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfer between the General Fund and the N37 Capital Projects/I-70 Mall Interchange Project Fund:

FROM	TO	AMOUNT
<i>General Fund</i>	<i>N37 I-70 Mall Interchange Project Fund</i>	
E-0257-A015-A15.074 Transfers-Out	R-9037-N037-N06.574 Transfers-In	\$937,026.47

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE N37 I-70 MALL INTERCHANGE PROJECT FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 29, 2014:

E-9037-N037-N05.013	Contract Projects	\$937,026.47
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Balance needed to fulfill the county's obligation of \$1.9 million as required by the project's Inter-governmental Agreement.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated July 29, 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:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **N37 / I-70 Mall Interchange Project Fund - \$937,026.47** transferred from the General Fund 07/29/14. *From April Rice Energy payment – needed to fulfill the county's obligation of \$1.9 million as required by the project's Inter-governmental Agreement.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Christine Parker, Jennifer Fietz and William Marinacci to travel to Columbus, OH, on August 21, 2014, to attend Statewide Rule Training Foster Care & Adoption. Estimated expenses: \$36.00

SANITARY SEWER DISTRICT – Jeff Azallion and Alex Dombroski to travel to Ace Truck Equipment in Cambridge, OH. A county vehicle will be used.

Upon roll call the vote was as follows:

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

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 meeting of May 28 and June 3, 2014.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE FOR RHONDA LUCAS/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Satisfaction of Mortgage By Separate Instrument for Rhonda Lucas for a mortgage deed dated April 15, 1998 as recorded in Volume 669, pages 340-342 in the Belmont County Recorder's Office based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

Note: This is for a CHIP Grant recipient and the lien has been satisfied.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated April 15, 1998, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 699 at pages 340-342, and executed by Rhonda Lucas to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property;

7/29/14
Date Belmont County Commissioners
By: Matt Coffland /s/
Matt Coffland, President

Ginny Favede
Mark A Thomas
Mark Thomas

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR THE ENGINEER'S PROJECT 14-5 BEL-54 (PIPE CREEK) AND BEL-56 (OK ROAD) BRIDGE REPLACEMENT PROJECT

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the Belmont County **Engineer's Project 14-5 BEL-54 (Pipe Creek) and BEL-56 (Ok Rd.) BRIDGE REPLACEMENT PROJECT**, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: Funding Source-74% OPWC, 26% MVGT.

NOTICE TO BIDDERS
BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:30 A.M. (Local Time) Wednesday, August 20, 2014** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **PROJECT 14-5, BEL-54 & BEL-56 BRIDGE REPLACEMENT PROJECT**, then at said office publicly opened and read aloud. This project is for the removal and replacement of two (2) bridges, one on **CH 54 (Pipe Creek Road)** in Mead Township, and one on **CH 56 (O.K. Road)** in Smith Township.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. **The owner intends and requires that this project must be completed by November 29, 2014.**

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. "The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion,"

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

Times Leader Advertisement: Two (2) Tuesdays, August 5, 2014 and August 12, 2014.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE RENEWAL OF THE TITLE IV-D CONTRACT BETWEEN BELMONT CO. CSEA AND THE BELMONT CO. JUVENILE COURT TO PROVIDE FUNDING FOR THE MAGISTRATE'S POSITION

Motion made by Mr. Thomas, seconded by Mr. Coffland, as the co-appointing authority for Belmont County Department of Job & Family Services, to approve and sign the renewal of the Title IV-D Contract between Belmont County Child Support Enforcement Agency and the Belmont County Juvenile Court, effective July 1, 2014 through June 30, 2015 in the total amount of \$71,333.73 of which 66% is Federal funds and 34% is the local share. *Note: This contract provides funding for the Juvenile Court Magistrate's position.*

IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the **Belmont** County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with **the Belmont County Juvenile Court** (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

- 1. IV-D Contract Period:** The IV-D Contract is effective from **07/01 2014 through 06/30/2015**, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12)

months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case; A CSEA initiated judgment entry filed that summarizes the Court's activity and results of any CSEA initiated case with or without a hearing. Magistrate will only bill for CSEA initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative

Initials of Authorized Court Representative

4. **IV-D Contract Costs:**

4A. **Unit Rate:** The Unit Rate for this IV-D Contract is **\$30.35** per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is **\$71,333.73**

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$24,253.47	Local Sources
FFP Reimbursement	\$47,080.26	
Total IV-D Contract Cost	\$71,333.73	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of **8:00 A.M.** and **4:30 P.M.** on the following days (**Monday through Friday**) with the exception of the following days: **all county and court holidays.**
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment. If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes

disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

- 19. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
- 20. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
- 21. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
- 22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
- 23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 24. **Termination:** This IV-D Contract may be terminated:
 - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

<i>Vince Gianangeli /s/</i> _____ Signature of CSEA's Representative 7-17-14 _____ Date of Signature	Vince Gianangeli _____ Printed Name of CSEA's Representative
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<i>J. M. Costine /s/</i> _____ Signature of Contractor's Representative 7/21/14 _____ Date of Signature J. Mark Costine _____ Printed Title of Contractor's Representative	J. Mark Costine _____ Printed Name of Contractor's Representative 101 W. Main St. _____ Printed Street Address of Contractor St. Clairsville, OH 43950 _____ Printed City, State, and Zip Code of Contractor
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<i>Matt Coffland /s/</i> _____ Signature of County Commissioner or Representative 7/29/14 _____ Date of Signature <i>Mark A. Thomas /s/</i> _____ Signature of County Commissioner or Representative 7/29/14 _____ Date of Signature	_____ Signature of County Commissioner or Representative _____ Date of Signature <i>David K. Liberati /s/ (Assistant)</i> _____ Signature of Prosecutor, if required by County Commissioners 7/29/14 _____ Date of Signature
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Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE AMENDMENT TO THE CONTRACT BETWEEN BCDJFS AND THE JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC. FOR THE BUSINESS RESOURCE NETWORK (BRN)

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the amendment to the contract dated January 30, 2013 between the Belmont County Department of Job and Family Services and the Jefferson County Community Action Council, Inc. for the Business Resource Network (BRN) to extend the contract for the first of two additional Program Years: July 1, 2014 through June 30, 2015. This also maintains the ability to extend the contract for the second additional program year through June 30, 2016. No change in funding is made.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services Contract

Jefferson County Community Action Council, Inc – Business Resource Network (BRN)

Contract Amendment

The contract dated January 30, 2013 between the Belmont County Department of Job and Family Services and the Jefferson County Community Action Council, Inc. is hereby amended as follows:

III CONTRACT PERIOD

This contract and its terms will become effective on January 30, 2013. The termination date of this contract is June 30, 2014. This contract for BRN services and may be extended for up to two additional Program Years (July 1 – June 30) based on meeting contractual performance.

Contract Amendment extends the contact for the first of the two additional Program Years: July 1, 2014 through June 30, 2015 and maintains the ability to extend for the second additional program year, through June 30, 2016. No change in funding is made.

Contract extension – Business Resource Network, dated 1/30/13

Extended one program year: 7/1/2014-6/30/2015

Signatures:

<u>Vince Gianangeli /s/</u> Vince Gianangeli, Director/CFO Belmont County Department of Job and Family Services (Fiscal Agent for Workforce Investment Area 16) 310 Fox Shannon Place St. Clairsville, OH 43950	7-23-14 Date
<u>Barbara West /s/</u> Barbara West, CEO Jefferson County Community Action Council, Inc 114 N Fourth Street Steubenville, OH 43952	6-25-14 Date
<u>Dean Holtsclaw /s/</u> Dean Holtsclaw, WIA-16 Workforce Investment Board Chair	6-20-14 Date
_____ WIA-16 Council of Government Chair	_____ Date
<u>Matt Coffland /s/</u> Belmont County Commissioners	7-29-14 Date
<u>Mark A. Thomas /s/</u> Belmont County Commissioners	7-29-14 Date
_____ Belmont County Commissioners	_____ Date
Approved as to form: <u>David K. Liberati /s/</u> Belmont County Prosecutor	7-29-14 Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING THE BID FOR FURNISHING THREE NEW SUV'S AND ONE NEW COMPACT SEDAN FOR THE BCDJFS TO WHITESIDE CHEVROLET

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for furnishing three (3) new 4-wheel drive or all-wheel drive vehicles and one (1) new compact sedan for the Belmont County Dept. of Job & Family Services to the low bidder, Whiteside Chevrolet, in the amount of \$ 83,592.85 based upon the recommendation of Bob Roth, BCDJFS Transportation Supervisor.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TIME AND MATERIALS ESTIMATE FROM KALKREUTH ROOFING AND SHEET METAL FOR ROOF REPAIRS AT THE OAKVIEW ADMINISTRATION BUILDING/RECORDS CENTER

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the time and materials estimate in the amount of \$10,000.00 from Kalkreuth Roofing and Sheet Metal for roof repairs (excluding wood replacement) at the Oakview Administration Building/Records Center.

Kalkreuth Roofing and Sheet Metal

**P.O. Drawer 6399 – Wheeling, WV 26003 – (304) 232-8540 – FAX (304) 233-5305
WV Contractor's License #WV000246**

July 3, 2014
Jack Regis
Oakview Senior Center
Route 40 West
St. Clairsville, OH 43950

RE: Roof Repair:

Dear Mr. Regis:

We propose to furnish the necessary labor, materials, equipment, and insurance to complete the following scope of work on the above referenced project.

1. Locate active leaks on the two flat roofs.
2. Remove debris and ballast from the leaking areas.
3. Make repairs as needed.
4. Replace ballast over affected areas.
5. Organize and clean-up project at the completion of each day.
6. All work will be completed within strict accordance to the manufacturer's specifications.
7. All debris will be removed from site and hauled to an approved landfill at the completion of the project.

The cost of this project is not to exceed Ten Thousand Dollars.

Net Cost \$10,000.00

Notes:

- **Proposal is based on a labor rate of \$65.00 per man hour.**
- **Proposal is based on only the material that is used for repair, plus a 25% markup.**
- **Wood replacement is not included in this proposal.**

Our invoices are due net 30 days from the invoice date. Invoices past 30 days will be charged an interest rate of 1.5% or an annual rate of 18%.

No retention should be withheld from our payment. Payment is not contingent upon payment from another party.

We trust this proves satisfactory and that we may be of services to you.

Price is valid for 30 days

Sincerely,
Shawn Snodgrass /s/
Shawn Snodgrass
Project Engineer
Special Projects Division
SS/wk

Accepted _____
Date: _____

Master Card, Discover & Visa accepted
DATE APPROVED 7/29/14

Matt Coffland /s/

Mark A. Thomas /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

NOTE: Below are Fourteen (14) Roadway Use Maintenance Agreements for Pipeline and Compressor Projects and Infrastructure with Regency Utica Gas Gathering, LLC. The RUMA template that was used for all sites will be printed once in its entirety at the end of the 14 motions.

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF 1.721 MILES OF CR 56 (CATS RUN ROAD)/OHIO RIVER TRUNKLINE

(1) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of 1.721 miles of CR 56 (Cats Run Road) including the County Bridges (BEL-YOR-C0056-165) and (BEL-YOR-C0056-0267) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond #019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF 1.503 MILES OF CR 56 (MT. VICTORY ROAD)/OHIO RIVER TRUNKLINE

(2) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of 1.503 miles of CR 56 (Mt. Victory Road) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond #019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF 0.274 MILES OF CR 7 /OHIO RIVER TRUNKLINE

(3) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of 0.274 miles of CR 7 for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond #019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF 7.478 MILES OF CR 48 (WEGEE ROAD)/OHIO RIVER TRUNKLINE

(4) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of 7.478 miles of CR 48 (Wegee Road) including the County Bridges (BEL-MEA-C0048-0247), (BEL-MEA-C0048-0355), (BEL-MEA-C0048-0405), (BEL-MEA-C0048-0469), (BEL-MEA-C0048-0521), (BEL-MEA-C0048-0541), (BEL-MEA-C0048-0636), (BEL-MEA-C0048-0710) and (BEL-MEA-C0048-0746) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond #019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF 2.001 MILES OF CR 54 (PIPE CREEK ROAD)/OHIO RIVER TRUNKLINE

(5) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of 2.001 miles of CR 54 (Pipe Creek Road)

including the County Bridge (BEL-MEA-C0054-0612) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond # 019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF TOWNSHIP ROAD 476 /OHIO RIVER TRUNKLINE

(6) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of T476 (Township Road 476) including County Bridge (BEL-PUL-T0476-0006) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond #019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF 0.443 MILES OF CR 28 (BANFIELD ROAD) /OHIO RIVER TRUNKLINE

(7) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of 0.443 miles of CR 28 (Banfield Road) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond #019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF T 436 (REHM ROAD) /OHIO RIVER TRUNKLINE

(8) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of T 436 (Rehm Road) including County Bridge (BEL-RIC-T0436-0225) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond #019044570 for \$2,000,000.0 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF 0.900 MILES OF CR. 4 (SAND HILL ROAD) /OHIO RIVER TRUNKLINE

(9) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of 0.900 miles of CR 4 (Sand Hill Road) including County Bridge (BEL-RIC/COL-C0004-0651) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond #019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF 1.374 MILES OF CR. 4 (COLERAIN PIKE) /OHIO RIVER TRUNKLINE

(10) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of 1.374 miles of CR 4 (Colerain Pike) including the County Bridges (BEL-COL-C0004-2273) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond #019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF 0.161 MILES OF CR. 10 (BARTON BLAINE ROAD) /OHIO RIVER TRUNKLINE

(11) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of 0.161 miles of CR 10 (Barton Blaine

Road)) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond # 019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF 0.963 MILES OF CR. 14 (FARMINGTON ROAD) /OHIO RIVER TRUNKLINE

(12) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of 0.963 miles of CR 14 (Farmington Road) including County Bridge (BEL-COL-C0014-0197) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond #019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF 1.098 MILES OF CR. 18 (CHERMONT ROAD) /OHIO RIVER TRUNKLINE

(13) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of 1.098 miles of CR 18 (Chermont Road)) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond # 019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH REGENCY UTICA GAS GATHERING, LLC FOR THE USE OF T 475 (VICKERS ROAD) /OHIO RIVER TRUNKLINE

(14) Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, for the use of T 475 (Vickers Road) including County Bridge (BEL-RIC-T0475-0165) for the purpose of ingress to and egress from the pipeline facilities (OHIO RIVER TRUNKLINE), for traffic necessary for the purpose of constructing the pipeline facilities. *Note: Blanket Bond #019044570 for \$2,000,000.00 on file.*

Upon roll call the vote was as follows:

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

RUMA USED FOR THE ABOVE 14 MOTIONS:

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

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

RECITALS

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

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

WHEREAS, Operator intends to commence use _____ miles of _____ (_____) including County bridge (_____) for the purpose of ingress to and egress from the pipeline facilities [OHIO RIVER TRUNKLINE], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

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

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline Activity, prior to the start of Pipeline Activity. The areas 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 _____ (_____) to be utilized by Operator hereunder, is that exclusive portion beginning at _____ and ending at _____. This portion of _____ (_____) includes County bridge (_____) to be utilized by the Operator. It is understood and agreed that the Operator shall not utilize any of the remainder of _____ (_____) for any of its Pipeline Activities hereunder.

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

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

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

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

6. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall considered to be included in the County-Wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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

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

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

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that 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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

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

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

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

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

16. This Agreement shall be in effect on July 29, 2014.

Executed in duplicate on the dates set forth below.

Authority
 By: Matt Coffland /s/
 Commissioner
 By: Mark A. Thomas /s/
 Commissioner
 By: _____
 Commissioner
 By: Fred F. Bennett /s/
 County Engineer
 Dated: 7-29-14

Operator
 By: Kevin Roberts /s/
 Printed name: Kevin Roberts
 Company Name: REGENCY UTICA GAS GATHERING LLC
 By: Regency Gas Services LLP, sole member
 By: Regency OLP GP LLC, general partner
 Title: Director of Environmental
 Dated: 17 July 2014

Approved as to Form:

David K. Liberati /s/ (Assistant)

County Prosecutor

Appendix A

Operator shall:

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

Authority shall:

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

Modification to RUMA:

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

Attachments:

- 1) Figure A – Map of Pipeline, RUMA Roadways, Access Points, and Pipeline Crossings.
- 2) Table A – Access Roads with Proposed Upgrade and Maintenance Strategy for the Regency-UGG Ohio River Trunkline in Belmont Co., Ohio (List of Roadways utilized for pipeline construction activities)
- 3) Table B – Belmont County Utilized Posted Bridges for the Regency-UGG Ohio Trunkline
- 4) Oil and Gas Development Public Safety Coordination Form
 - o Addendum: Pipeline Access Sites Information

Notes:

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

IN THE MATTER OF APPROVING THE TRANSFER BETWEEN THE GENERAL FUND AND THE N37 CAPITAL PROJECTS/I-70 MALL INTERCHANGE PROJECT FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the transfer between the General Fund and the N37 Capital Projects/I-70 Mall Interchange Project Fund in the amount of \$937,026.47.

DISCUSSION – Mr. Thomas noted for the record that already in the N37 Fund from 2013 is \$962,973.53. The total two combined are \$1,900,000.00. It is the total amount committed by this board to go to the I-70 Mall Road Interchange Project. The second set of funds being approved today is some of the money from the Rice Energy lease. Mr. Coffland corrected the record to reflect the previous money was put in when the board dissolved the N37 account quite awhile ago.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Richard Hord asked if everything was still on target regarding the land bank. Mr. Coffland said yes, we are waiting to see what happens with the grant. Mr. Thomas said the grant application is due Thursday. As the grant application cycle proceeds, the Belmont County Land Reutilization Corporation (BCLRC) will start to look at properties in question. County Auditor Andy Sutak, has already pulled about one hundred properties that would qualify to fit into this land banking concept. At that point, the BCLRC will need to sit down and decide which properties to look at. The Board of Commissioners committed \$100,000 to start this up. Mr. Thomas thanked Mrs. Favede for taking the lead on this. He said she has a lot of passion and has brought us on board with that passion. It may be a couple of years out before we see any benefits to the county, townships and schools. Mr. Hord asked how it was determined that Bridgeport, Martins Ferry and Bellaire were to be the target areas. Mr. Coffland said nothing set in stone, just areas that need to be looked at. The board is not limiting themselves to riverfront properties. This is a county wide program.

Richard Hord asked for an update on the WIA program year that ended on June 30th. Mr. Coffland said maybe the board can have Mr. Schlantz come in towards the end of the month or early September to give a report.

BREAK

IN THE MATTER OF BID OPENING FOR FURNISHING AND DELIVERING MATERIALS FOR THE BETHESDA/NOON ROAD 16" WATERLINE PROJECT/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 furnishing and delivering materials for the Bethesda/Noon Road 16" Waterline Project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Ferguson Waterworks 173 Enterprise Drive Marietta, OH 45750	X	\$ 138,979.00
H D Supply Waterworks 8388 Water Street Stonewood, WV 26301	X	\$ 134,837.28
National Road Utility Supply, Inc. P. O. Box A Valley Grove, WV 26060	X	\$ 144,945.43

Present for the bid opening were BCSSD Director Mark Esposito, 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 furnishing and delivering materials for the Bethesda/Noon Road 16" Waterline Project 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	Absent

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:20 A.M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:40 A.M.

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF TERMINATING THE EMPLOYMENT OF ROBERTA BRANDON/BUILDINGS & GROUNDS EMPLOYEE

Motion made by Mr. Thomas, seconded by Mr. Coffland, to authorize the termination of Ms. Roberta Brandon, Buildings and Grounds employee, based upon the recommendation of the Human Resources Manager, Michael Kinter, and the employee's supervisor, Mr. Jack Regis. The recommendation is based upon the employee's failure to respond to progressive discipline and is in accordance with the current bargaining unit contract. Mrs. Brandon's employment shall be terminated as of today's date, July 29, 2014.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:10 A.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 11:10 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of August, 2014.

 _____ COUNTY COMMISSIONERS
 Ginny Favede - Absent

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