

St. Clairsville, Ohio

June 15, 2016

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

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

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

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

IN THE TOTAL AMOUNT OF \$1,057,068.40

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.010 Budget Stabilization	E-0048-A002-K02.010 Supplies	\$15,000.00
E-0131-A006-A03.002 Jail-Salary	E-0131-A006-A15.007 Unemployment	\$ 2,593.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S70.005 Medicare	E-8010-S030-S40.000 Grant Holding	\$1,287.43
E-8010-S030-S69.007 Unemployment	E-8010-S030-S66.003 PERS	\$ 300.00
E-8010-S030-S65.000 Indirect Costs	E-8010-S030-S55.010 Supplies/Materials	\$2,500.00
E-8010-S030-S65.000 Indirect Costs	E-8010-S030-S63.000 General/Other	\$ 640.00
E-8010-S030-S51.002 Salaries	E-8010-S030-S64.012 Equipment	\$8,800.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance/Repair	\$6,932.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S64.012 Equipment	\$8,838.00
E-8010-S030-S51.002 Salaries	E-8010-S030-S66.003 PERS	\$1,500.00
E-8010-S030-S56.000 Motor Vehicles	E-8010-S030-S55.010 Supplies/Materials	\$ 750.00

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$3,476.76
E-1520-S077-S02.005 Medicare	E-1520-S077-S04.006 Hospitalization	\$ 86.50
E-1520-S077-S03.003 PERS	E-1520-S077-S04.006 Hospitalization	\$ 210.26

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	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 June 15, 2016, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS-David Badia to Columbus, OH. on July 13-15, 2016, for an OCDA Partners Summit. Lori O'Grady to Cleveland, OH, on November 17-18, 2016, for a Labor Law Seminar. Estimated expenses: \$1,373.30

SENIORS-Daisy Braun to Amish Country on June 23, 2016, for a senior center outing. Mary Beth Tennant to Moundsville, WV, on July 21, 2016, for a senior center outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MINUTES OF REGULAR
BOARD OF COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 1 and June 8, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE BELMONT
COUNTY PUBLIC DEFENDER COMMISSION

Motion made by Mrs. Favede, seconded by Mr. Coffland, to approve the appointment of Erik A. Schramm, Jr. to the Belmont County Public Defender Commission, for a four-year term, effective immediately through June 11, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE FILING OF THE 2016 CDBG COMMUNITY DEVELOPMENT ALLOCATION PROGRAM APPLICATION TO THE STATE OF OHIO-OFFICE OF COMMUNITY DEVELOPMENT

RESOLUTION AUTHORIZING THE FILING OF THE 2016 CDBG COMMUNITY DEVELOPMENT ALLOCATION PROGRAM APPLICATION TO THE STATE OF OHIO-OFFICE OF COMMUNITY DEVELOPMENT

WHEREAS, the Ohio Office of Community Development has made available Community Development Block Grant (CDBG) Community Development Allocation funds for project benefiting Low- and moderate-income persons, and;

WHEREAS, the Belmont County Commissioners have eligible community development and infrastructure projects in need of funding;

NOW THEREFORE BE IT RESOLVED, that Commssion President Ginny Favede be authorized to apply for CDBG Community Development Allocation Program funds from the Ohio Office of Community Development to undertake various community development and infrastructure projects in the Village of Bellaire, City of Martins Ferry, and Pultney Township.

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the foregoing Resolution and upon roll call the vote was as follows:

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

Adopted this 15th day of June, 2016.

IN THE MATTER OF ENTERING INTO A RENEWAL OF VENDOR AGREEMENTS ON BEHALF OF BCDJFS FOR PROVIDING GASOLINE TO TITLE XIX ELIGIBLE PERSONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of Vendor Agreements on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX eligible persons who have medical appointments outside the local area, effective July 1, 2016 through June 30, 2017 as follows:

<u>VENDOR</u>	<u>MAXIMUM BILLABLE AMOUNT</u>
• Bellaire BP dba D & D Fast Foods	\$15,000.00
• Hissom's Car Care	\$15,000.00
• Smith's Sunoco	\$15000.00
• Zeake's Sunoco and Sunshop Exxon	\$15,000.00

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide gasoline is made and entered into this 15th day of June, 2016 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Bellaire BP dba D & D Fast Foods, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2016 through June 30, 2017 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$15,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom goods/ services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 8th day of June, 2016 .

Signature Vince Gianangeli /s/

Dept. of Job and Family Services

Belmont County Department of Job and Family Services

310 Fox-Shannon Place

St. Clairsville, Ohio 43950

(740) 695-1075

Date 6-1-16

Signature Mark A. Thomas /s/

Signature Matt Coffland /s/

Signature Ginny Favede /s/

Belmont County Commissioners

Approved as to form David K. Liberati /s/ assist

Prosecutor

Signature Glenn Dickerson /s/

Provider Signature

Date 6/1/16

Date 6-15-16

Date 6-15-16

Date 6-15-16

Date 6-10-16

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide gasoline, etc. is made and entered into this 15th day of June, 2016 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissom's Car Care, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2016 through June 30, 2017 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
B. The Provider understands that this written agreement supersedes all oral agreements.
C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
B. The maximum amount billable under this agreement is \$ 15,000.00.
C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 15th day of June, 2016 .

Signature Vince Gianangeli /s/

Dept. of Job and Family Services

Belmont County Department of Job and Family Services

310 Fox-Shannon Place

St. Clairsville, Ohio 43950

(740) 695-1075

Date 6-1-16

Signature Mark A. Thomas /s/

Signature Matt Coffland /s/

Signature Ginny Favede /s/

Belmont County Commissioners

Approved as to form David K. Liberati /s/ assist

Prosecutor

Signature David Hissom /s/

Provider Signature

Date 6/1/16

Date 6-15-16

Date 6-15-16

Date 6-15-16

Date 6-8-16

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 15th day of June, 2016 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Smith's Sunoco, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2016, through June 30, 2017 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the

- delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$ 15,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 2 day of June, 2016.

Signature Vince Gianangeli /s/

Dept. of Job and Family Services

Belmont County Department of Job and Family Services

310 Fox-Shannon Place

St. Clairsville, Ohio 43950

(740) 695-1075

Date 6-1-16

Signature Mark A. Thomas /s/

Signature Matt Coffland /s/

Signature Ginny Favede /s/

Belmont County Commissioner

Approved as to form David K. Liberati /s/ assist

Prosecutor

Signature Angela Baker /s/

Provider Signature

Date 6/2/16

Date 6-15-16

Date 6-15-16

Date 6-15-16

Date 6-9-16

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 15th day of June, 2016 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Zeake's Sunoco and Carryout, and Sun Shop Exxon and Carryout, both the same owner and provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2016 through June 30, 2017 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.

- B. The maximum amount billable under this agreement is \$15,000.00
- C. The Provider understands that the payment for all goods/ services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 15th day of June, 2016

Signature Vince Gianangeli /s/

Signature Anthony T. Zeakes /s/

Dept. of Job and Family Services

Provider Signature

Belmont County Department of Job and Family Services

310 Fox-Shannon Place

St. Clairsville, Ohio 43950

(740) 695-1074

Date 6-1-16

Date 6/3/16

Signature Mark A. Thomas /s/

Date 6-15-16

Signature Matt Coffland /s/

Date 6-15-16

Signature Ginny Favede /s/

Date 6-15-16

Belmont County Commissioners

Approved as to form David K. Liberati /s/ assist

Date 6-9-16

Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION FOR COUNTY ROAD 64 (SHEPHERDSTOWN ROAD) RD IMP. 1141

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following Public Road Petition for "vacation and rededication of County Road 64 (Shepherdstown Road)" located in Wheeling Township, Sec. 21 & 27, T-8, R-4 and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1141 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04
WITHOUT PETITION**

Belmont County, Ohio

June 1, 2016

IMP- 1141

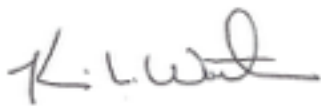
To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation and Rededication of Cty Rd.64 Shepherdstown Rd.

A Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

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

Maps are available at the Belmont County Engineer Office



Petitioner **Kevin L. Worthington, P.S.**
Manager, Legacy Operations
OH, PA, WV
CONSOL Energy, Inc.

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION AND REDEDICATION OF COUNTY ROAD 64 (SHEPHERDSTOWN ROAD) WHEELING TWP. SEC. 21 & 27, T-8, R-4/RD. IMP. 1141

Office of County Commissioners

Belmont County, Ohio

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1141**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 15th day of June, 2016 at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

Mrs. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by Consol Energy, Inc., owner of the right to mine coal lying under or adjacent to the proposed improvement, has been presented to this Board of County Commissioners requesting said Board to vacate and rededicate County Road 64 (Shepherdstown Road) located in Wheeling Township, Sec. 21 & 27, T-8, R-4.

RESOLVED, That the 27th day of July, 2016 at 11:45 o'clock A.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 3rd day of August, 2016, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

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

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

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

Adopted June 15, 2016

Jayne Long /s/
Clerk, Belmont County, Ohio

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

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05
ROAD IMP. # 1141**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation and rededication of County Road 64 (Shepherdstown Road) located in Wheeling Township, Section 21 & 27, T-8, R-4 a public road, the general route and termini of which Road are as follows:

Maps are available at the Belmont County Engineer Office

Said Board of County Commissioners has fixed the 27th day of June, 2016, at 11:45 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 3rd day of August, 2016, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

ADV. TIMES LEADER (2) Tuesdays – June 21, 2016 and June 28, 2016

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION
FOR COUNTY ROAD 64 (UNITY CHURCH ROAD) RD IMP. 1142**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following Public Road Petition for "vacation and rededication of County Road 64 (Unity Church Road)" located in Wheeling Township, Sec. 26, 27, 32, & 33, T-8, R-4 and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1142 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04
WITHOUT PETITION**

Belmont County, Ohio

June 1, 2016

IMP- 1142

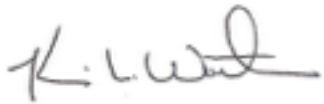
To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation and Rededication of Cty Rd.64 Unity Church Rd.

A Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

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

Maps are available at the Belmont County Engineer Office


Petitioner **Kevin L. Worthington, P.S.**
Manager, Legacy Operations
OH, PA, WV
CONSOL Energy, Inc.

Upon roll call the vote was as follows:

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

**REDEDICATION OF COUNTY ROAD 64
(UNITY CHURCH ROAD)**

**WHEELING TWP. SEC. 26, 27, 32 & 33, T-8, R-4/RD. IMP. 1142 Belmont County, Ohio
Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition**

**Rev. Code, Sec. 5553.05
RD. IMP. 1142**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 15th day of June, 2016 at the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Coffland
- Mr. Thomas

Mrs. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by Consol Energy, Inc., owner of the right to mine coal lying under or adjacent to the proposed improvement, has been presented to this Board of County Commissioners requesting said Board to vacate and rededicate County Road 64 (Unity Church Road) located in Wheeling Township, Sec. 26, 27, 32 & 33, T-8, R-4.

RESOLVED, That the 27th day of July, 2016 at 12:15 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 3rd day of August, 2016, at 9:40 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

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

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

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

Adopted June 15, 2016

Jayne Long /s/
Clerk, Belmont County, Ohio

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

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

ROAD IMP. # 1142

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation and rededication of County Road 64 (Unity Church Road) located in Wheeling Township, Section 26, 27, 32 & 33, T-8, R-4 a public road, the general route and termini of which Road are as follows:

Maps are available at the Belmont County Engineer Office

Said Board of County Commissioners has fixed the 27th day of June, 2016, at 12:15 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 3rd day of August, 2016, at 9:40 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

Jayne Long /s/
Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays – June 21, 2016 and June 28, 2016

**IN THE MATTER OF ADOPTING PRELIMINARY LEGISLATION
RESOLUTION EMPOWERING BELMONT COUNTY ENGINEER, ON BEHALF
OF THE BOARD OF COUNTY COMMISSIONERS, TO ENTER INTO CONTRACT
WITH DIRECTOR OF OHIO DEPT. OF TRANSPORTATION/ BEL-CR29/
COMMONS MALL CROSSING CONNECTOR ROADWAY, PID NO. 89314**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the Preliminary Legislation resolution empowering the Belmont County Engineer, on behalf of the Board of Belmont County Commissioners, to enter into contract with the Director of the Ohio Department of Transportation for the BEL-CR29/Commons Mall Crossing connector roadway, PID 89314.

Note: ODOT and Belmont County TID shall assume and bear 100% of necessary costs.

PRELIMINARY LEGISLATION-Consent

Rev. 6/26/00

Resolution # N/A
PID No. 89314
County/Route/Section BEL-CR29/
Commons Mall Crossing

The following Resolution is enacted by the Board of County Commissioners of Belmont County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Construction of a new 1.66 mile connector roadway west of Mall Road from the intersection of Mall Rd/Banfield Road, running westerly then northerly, constructing a new bridge over IR 70, then continuing northerly to connect to Phase I of Commons Mall Crossing road built by the Belmont County Transportation Improvement District (TID) which connects to US 40.

WHEREAS, the portion of the roadway outside of the municipal limits will be designated as Belmont County Road No. 29. NOW THEREFORE, be it ordained by the Board of County Commissioners of Belmont County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

ODOT and the Belmont County TID shall assume and bear 100% of the necessary costs of the State's highway improvement project. In the event the LPA requests certain features or appurtenances be included within the State's highway improvement project's design and construction, and which features and appurtenances are determined by the State and FHWA to be not necessary for the State's project, the LPA shall contribute 100% of the cost of those items.

SECTION IV - Utilities and Right of Way Statement

The LPA grants permission to the Director of the Ohio Department of Transportation to acquire in the name of the LPA all necessary rights of way for the described project.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the project; (3) maintain the right of way, keeping it free of obstructions, and; (4) hold said right of way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The County Engineer of said Belmont County is hereby empowered on behalf of the Board of Commissioners of Belmont County to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: June 15, 2016.

	(Date)	
Attested:	<u>Jayne Long /s/</u>	<u>Mark A. Thomas /s/</u>
	(Clerk)	(Commissioner)
Attested:	<u>Jayne Long /s/</u>	<u>Matt Coffland /s/</u>
	(Clerk)	(Commissioner)
Attested:	<u>Jayne Long /s/</u>	<u>Ginny Favede /s/</u>
	(Clerk)	(Commissioner)

This Resolution is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Upon roll call the vote was as follows:

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

Commissioner Thomas noted this is the 2nd Phase of I-70 Mall Connector Road. He thanked ODOT and TRAC. He said this is the additional 1.66 miles that will connect the road that Belmont County TID built last year to the western end of Mall Road. The project will probably go to bid in December, 2016. He said it will be an improvement in safety on our traffic and also, potentially, an economic boom for the county.

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, effective June 15, 2016 for the purpose of "Pipeline Activity" at 1.3 miles of CR 5 (Glencoe Road) for the Ohio River Trunkline pipeline.

Note: Blanket Bond #019044570 for \$2 million on file.

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 101 West Third Street, Williamsport, Pa 17701 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Colerain 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 Colerain Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 1.3 miles of CR 5 (Glencoe 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, (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 CR 5 (Glencoe Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR 9 and CR 5 and ending at the intersection of TR 281 (Methodist Ridge). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 (Glencoe Road) for any of its Pipeline Activities hereunder.
2. Those portions of said roads 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. 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 June 15, 2016 .
Executed in duplicate on the dates set forth below.

Authority
By: Mark A. Thomas /s/
Commissioner
By: Ginny Favede /s/
Commissioner
By: Matt Coffland /s/
Commissioner
By: Fred Bennett /s/
County Engineer

Operator
By: Kevin M. Roberts /s/
Printed name: Kevin Roberts
Company Name: REGENCY UTICA GAS GATHERING LLC
Title: Director of Environmental
Dated: 6/2/16

Dated: 6-15-16
Approved as to Form:
David K. Liberati /s/ assist
County Prosecutor

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

Mr. Thomas Yes

IN THE MATTER OF APPROVING PAYMENT OF INVOICE FROM DDP AND ASSOCIATES/SOBC COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve payment of the invoice dated June 6, 2016, from DDP and Associates in the amount of \$1,145.25 (\$1,100.00 for Construction Administration Services and \$45.25 for reimbursables) for the Senior Services of Belmont County – Community Building, Project #14-019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FOR MID ATLANTIC STORAGE SYSTEMS, INC/SSD WATER TREATMENT PLANT FINISHED WATER STORAGE TANK

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order No. 2 for Mid Atlantic Storage Systems, Inc. in the amount of \$10,452.75 for the Belmont County Sanitary Sewer District’s Water Treatment Plant Finished Water Storage Tank, based upon the recommendation of Kelly Porter, Director and Jeff Vaughn, P.E.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord said he read the fees generated from the Belmont County building department would pay for staffing. He inquired as to how much money would be needed to fund the department and if there are start-up funds available. Mr. Thomas said a budget has not been established at this point. The job postings are out there now for interested individuals who are licensed or can become licensed through the state of Ohio. Mr. Thomas said a budget will be established and the starter funds will come from one of the Commissioners’ funds. The goal will be a self-sustaining office, once it’s up and running. “We are licensed now and have a contract with the Southeast Ohio Building Department, but it’s going to take a good year for us to get the word out”, said Mr. Thomas. Mr. Hord also said it was indicated the positions will be part-time and wanted to know if the people hired for those positions will have other duties. Mr. Thomas said not at this time.

BREAK

9:30 Agenda Item: Public Hearing-Road Improvement 1140

Re: Vacation of Alley (No Name or Number), Wheeling Township

Present for the hearing were Terry Lively, Deputy Engineer, Will Eddy, Draftsman, Darcella Jaskowiak, Petitioner and Robert DeFrank of the Times Leader. Mr. Eddy presented maps to the Board of Commissioners. The alley was dedicated in the early 1900’s and was never developed. There was no opposition at the view.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP # 1140**

DATE: June 10, 2016

**IN THE MATTER OF
THE VACATION OF WHEELING TWP.
ALLEY IN MIDWAY BETWEEN LOT 18-A AND 16
SEC. 07 T-08 R-4 CAB. B SLIDE 340**

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

The undersigned, in obedience to your order, dated **June 10, 2016** proceeded on **the June 15, 2016** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:
“See attached Plat “

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted.

Fred F. Bennett /s/
Fred. F. Bennett P.E. P.S.
COUNTY ENGINEER OF BELMONT CO, OH

**IN THE MATTER OF THE GRANTING THE
VACATION OF ALLEY (NO NAME OR NUMBER)
WHEELING TWP. SEC. 7, T-8, R-4/RD IMP 1140**

**Office of County Commissioners
Belmont County, Ohio**

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.
Rd. Imp. #1140**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 15th day of June, 2016 in the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated; and be it further

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County.

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

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

Adopted the 15th day of June, 2016

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

IN THE MATTER OF CODE RED AWARD/

BRYAN MINDER, DIRECTOR, BELMONT COUNTY 911

9:45 Agenda Item: Bryan Minder, Director of Belmont County 911

Re: Code Red Success Story

Present: Bryan Minder, Jim Delman, Doyle Crooks and Sheriff Lucas.

Mr. Minder shared a success story resulting in the use of the Code Red system. On May 12, 2016, 911 received a call regarding a missing 7-year-old child in the Colerain area. They immediately called the Sheriff's office. Steve Forro, Tom DeVaul and nine other deputies responded to the call. "Within 10 minutes of the initial call, deputies were on the scene," said Mr. Minder. Jim Delman, Sunset Heights fire chief, used a tablet to send out a Code Red mobile alert. "Before, we used to have to sit at a computer to log in. That's no longer the case. It's now a mobile app that we can use," said Mr. Minder. 591 residents were called in six minutes and notified of the missing child. Less than one minute after the calls ended a neighbor called and said the child was playing there. Mr. Minder said, "Less than an hour from beginning to end, the child was reunited with his parents. Code Red was one of the main reasons why this ended so quickly." Mr. Minder noted the county uses a database of all listed phone numbers, if you have a home phone, your number's in there. Mr. Minder said residents can also enter a VOIP number (for cell phones, etc) via the 911 website. Mr. Minder thanked the Board of Commissioners for their support and the fire departments, EMS and the first responders. Mr. Minder shared the award that The Emergency Communications Network (the company that operates Code Red) presented to the county for its use of the system. The Board of Commissioners thanked Mr. Minder and all involved. Sheriff Lucas said Code Red is a valuable tool.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:03 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:03 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of June, 2016.

Ginny Favede /s/_____

Mark A. Thomas /s/_____ COUNTY COMMISSIONERS

Matt Coffland /s/_____

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

Ginny Favede /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK