

St. Clairsville, Ohio

June 17, 2015

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

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, 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-John M. Zingo and other members	Salaries-Veterans Service Commission/General Fund	6,015.00
A-McGhee Office Supply	Supplies-Public Defender/General Fund	41.99
E-Verizon	Wireless/911 Wireless Fund	37.67
J-BP	Gasoline-Reappraisal Office-Auditor/Real Estate Assessment Fund	221.76
S-Comcast	Internet/Clerk of Courts Computer Fund	142.85
S-Crossroads Counseling	Treatment services/Smart Ohio Pilot Grant	11,142.88
S-Superior Industrial Laundries	Mats/Certificate of Title Admn Fund	16.25
Y-City of Martins Ferry	License Tax Fee/Municipal Auto License Fund	60,000.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for June 17, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$56,949.29
A-GENERAL/AUDITOR	\$2,912.53
A-GENERAL/COMMON PLEAS COURT	\$2,272.06
A-GENERAL/CORONER	\$2,224.17
A-GENERAL/PROBATE COURT	\$477.11
A-GENERAL/SHERIFF	\$13,425.42
A-GENERAL/TREASURER	\$140.52
A-GENERAL/911	\$5,710.05
B-Dog Kennel Fund	\$2,660.81
H-Job & Family, CSEA	\$56,467.06
H-Job & Family, Family & Children First	\$15,750.00
H-Job & Family, Public Assistance	\$19,051.00; \$18,962.39; \$58.26; \$283.99; \$326.48; \$57.40; \$941.22
H-Job & Family, WIA	\$12,563.97; \$12,194.69
H-Job & Family, WIA Area 16	\$2,187.48
K-Engineer MVGT	\$61,382.84
M-Juvenile Ct. – CCAP	\$36.59
M-Juvenile Ct.-Intake Coordinator	\$1,353.23
M-Juvenile Ct.-Placement I	\$8,849.82
M-Juvenile Ct.-Title IV-E Reimb.	\$2,800.42
N-Capital Projects-Facilities	\$832.48
O-Mt. Victory Bond Retirement	\$5,137.26
O-Neffs Bond Retirement	\$17,502.73
P-Sanitary Sewer District	\$55,740.58; \$95,524.26; \$9,989.91; \$81,526.76; \$365.28; \$53.11
S-District Detention Home	\$3,046.68
S-Eastern Ct. General Special Projects	\$466.28
S-Job & Family, Children Services	1,752.49; \$136,895.78
S-Juvenile Ct. Computer Fund	\$120.00
S-Northern Ct. General Special Projects	\$246.69
S-Oakview Juvenile Residential Center	\$158,533.48
S-Probate Court Computer Fund	\$96.75
S-Senior Services	\$27,207.26
S-Sheriff Commissary	\$679.13
S-Western Ct. General Special Projects	\$1,287.48S

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 Mrs. Favede to approve the following transfers within fund for the following funds:

A00 GENERAL FUND/COMMISSIONERS

FROM	TO	AMOUNT
E-0051-A001-A13.010 Supplies	E-0051-A001-A08.000 Travel & Exp.	\$ 5,000.00

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

FROM	TO	AMOUNT
E-2600-H005-H13.000 Dislocated Wkr OH NEG-27	E-2600-H005-H04.000 Dislocated Wkr	\$2,606.00

N80 OHIO VALLEY MALL LIFT STATION UPGRADE FUND/BCSSD

FROM	TO	AMOUNT
E-9080-N080-N02.011 Contract Services	E-9080-N080-N03.013 Contract Projects	\$50,000.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S30-S67.004 Workers Comp	E-8010-S30-S58.000 Communications	\$9,990.00
E-8010-S30-S67.004 Workers Comp	E-8010-S30-S66.003 PERS	\$3,200.00
E-8010-S30-S40.000 Grant Holding	E-8010-S30-S51.002 Salaries	\$16,972.10
E-8010-S30-S69.007 Unemployment	E-8010-S30-S59.000 Fuel/Utilities	\$6,190.91

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE GENERAL FUND/COMMISSIONERS**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfer within fund for the General Fund:

FROM	TO	AMOUNT
E-0051-A001-A03.010 Supplies	E-0051-A001-A13.010 Supplies	\$ 5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

**T10 WATER AND SEWER GURANTEE DEPOSIT FUND
AND OTHER VARIOUS FUNDS/BCSSD**

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$106.66
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$621.96
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$84.84
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$183.64

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR MAY, 2015**

Motion made by Mr. Thomas seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/ Holding Account for the month of May, 2015.

Gross Wages P/E 05/09/15 to 05/30/15		TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,585.00
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	661.61
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	689.99
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,953.76
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,543.86
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,847.58
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,018.46
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,040.40
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	8,201.07
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	10,613.16
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,143.08
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	5,490.33
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,639.38
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,535.23
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,551.77
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	9,949.55
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,318.54
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	5,164.65
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	10,118.70
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,733.05
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,313.50
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,798.12
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	3,362.43
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	4,593.96
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>526.78</u>
			114,425.96
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,734.68
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,563.75

Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	939.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	676.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	710.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	878.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	765.00
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	818.00
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	520.00
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	223.50
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,412.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	66,271.43
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	11,831.77
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,420.14
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	5,595.70
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	19,189.82
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	6,638.47
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,222.76
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	520.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,786.42
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	1,328.49
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,649.36
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,457.70
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,195.03
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	12,292.35
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	907.38
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,155.70
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	267.87
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	48.12
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	174.69
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,009.62
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	10,018.54
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,230.58
JUV ACCTBLY - BLOCK GRANT	E-0914-S035-S05.000	R-9895-Y095-Y01.500	683.66
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,148.79
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	480.60
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	37,723.16
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	20,937.23
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	492.69
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,123.47
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	4,797.34
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	403.20
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	573.87
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	511.17
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	979.05
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,447.01

LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	408.93
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	662.10
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	869.70
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	537.60
		TOTAL	370,658.20

Upon roll call the vote was as follows:

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

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:

COMMISSIONERS – Ginny Favede and Matt Coffland to travel to Columbus, OH, on June 24-25, 2015, to attend the CCAO Economic Symposium. A county car will be used for travel.

DJFS – Michael Schlanz to travel to Cadiz, OH, on June 19, 2015, to attend COG Meeting. Lynne Zanke to travel to Newark, OH, on July 15-16, 2015, to attend CFIS Web Users’ Conference. Estimated expenses: \$270.25

Marcella Petersavage to travel to Newark, OH, on July 15-16, 2015, to attend CFIS Web User’s Conference. Estimated expenses: \$258.25

SENIOR SERVICES – John Carlier and Shirley Jo Case to travel to Columbus, OH, on June 24, 2015, to attend OASC Education Seminar on Employment Law & Your Ethics. Valerie Forst and seniors to travel to Hopedale, OH, on July 6, 2015, for a senior center outing. Susan Neavin and seniors to travel to Wheeling, WV, on July 2015, for a senior center outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION DECLARING THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE TEN-MILL LIMITATION AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH/ SENIOR SERVICES

RESOLUTION DECLARING THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE TEN-MILL LIMITATION AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH

WHEREAS, the Belmont County Board of Commissioners anticipates levying a tax in excess of the ten-mill limitation as described herein; and

WHEREAS, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No 201 enacted by the 122nd General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners:

SECTION 1. That pursuant to the provisions of Section 5705.21 of the Ohio Revised Code, it is necessary that an additional tax be levied in excess of the ten mill limitation for the benefit of Belmont County for the purpose of

A renewal of an existing tax for the benefit of Belmont County, Ohio to supplement the General Fund for the purpose of providing senior services including but not limited to, transportation, nutrition and in-home services) to elderly residents who are frail and/ or handicapped and cannot remain in their homes without these service provided pursuant to law, at a rate not exceeding one-half (1/2) mill for each one dollar (\$1.00) of valuation, which amounts to five cents (.05) for each one hundred dollars (\$100.00) of valuation, for a period of five (5) years, commencing with tax list year 2016 (Ohio Revised Code Section 5705.19(Y).

SECTION 2. That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on the 3rd day of November, 2015. If approved by the electors, said tax levy shall first be placed upon the 2016 tax list and duplicate, for first collection in calendar year 2017.

SECTION 3. That pursuant to Section 5705.03 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the Belmont County Senior Citizens Levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

SECTION 4. That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

Commissioner Favede moved for the adoption of the foregoing Resolution which was seconded by Commissioner Coffland, and the roll being called upon its adoption, the vote resulted as follows:

Commissioner Favede	Yes
Commissioner Coffland	Yes
Commissioner Thomas	Yes

Adopted this 17th day of June, 2015

IN THE MATTER OF AUTHORIZING THE CLERK TO ESTABLISH DATE AND TIME AND GIVE NOTICE OF PUBLIC HEARING FOR BELMONT COUNTY BUDGET FOR FY2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish the date and time and give Notice of Public Hearing on the Belmont County Budget for fiscal year ending December 31, 2016 pursuant to O.R.C. 5705.28.

NOTICE OF PUBLIC HEARING ON THE BELMONT COUNTY BUDGET

Notice is hereby given that on the 8th day of July, 2015 at 10:00 o’clock A.M., a public hearing will be held on the Budget prepared by the County Commissioners of Belmont County, Ohio for the next succeeding fiscal year ending December 31, 2016.

Such hearing will be held at the office of the Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.

Jayne Long /s/

Jayne Long, Clerk
Belmont County Board of Commissioners

ADVERTISE TIMES LEADER, JUNE 21, 2015 (ONE SUNDAY)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING
COMMISSION PRESIDENT TO EXECUTE
THE OAKVIEW JUVENILE RESIDENTIAL CENTER'S
BUDGET REQUEST FOR THE ODYS COMMUNITY CORRECTIONS
FACILITIES GRANT FOR FY 2016**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commission President Mark A. Thomas to execute the Oakview Juvenile Residential Center's Budget Request to the Ohio Department of Youth Services-Community Corrections Facilities Grant for FY 2016 in the amount of \$1,098,756.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPLICATION FOR
USE OF MUNICIPAL STREET FUNDS/VILLAGE OF BRIDGEPORT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Village of Bridgeport's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$68,227.28, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

Hall Street (from Sumpter Street to DeKalb Street)

The estimated cost is \$ 69,800.00 of which \$ 68,227.28 will be used from the vehicle license tax fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR
ENGINEER'S PROJECT 15-4 BEL-2-2.50 DEEP RUN AND BEL-54-3.40
& 3.60 PIPE CREEK SLIP REPAIR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's Project 15-4 BEL-2-4.50 (Deep Run) and BEL-54-3.40 & 3.60 (Pipe Creek) Slip Repair 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-90% OPWC and 10% MVGT Funds. The estimated cost of the project is \$328,940.00

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, JULY 15, 2015** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **PROJECT 15-4, BEL 2-4.50 AND BEL 54-3.40 & 3.60 SLIP REPAIR PROJECT**, then at said office publicly opened and read aloud. This project is for the repair of one (1) roadway slip along CH 2 (Deep Run Rd.) and two (2) roadway slips along CH 54 (Pipe Creek Rd.)

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 October 16, 2015.**

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) Mondays, June 29, 2015 and July 6, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING

COMMISSIONER MATT COFFLAND TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

Motion made by Commissioner Favede, seconded by Commissioner Thomas to adopt the following resolution:
“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”

ATTACHMENT C

RESOLUTION AUTHORIZING COMMISSIONER MATT COFFLAND TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Belmont County Commission is planning to make capital improvements to **BEL 2-4.50 and BEL 54-3.40 & 3.60 Emergency Slip Repair Project**, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner Matt Coffland is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner Matt Coffland is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Upon roll call the foregoing was unanimously adopted.

Passed: June 17, 2015

Signed: **Belmont County Commissioners**

Mark A. Thomas /s/

Mark A. Thomas, President

Ginny Favede /s/

Ginny Favede, Vice President

Matt Coffland /s/

Matt Coffland

IN THE MATTER OF ENTERING INTO CONTRACT WITH LASH PAVING COMPANY FOR ENGINEER’S PROJECT 15-2 APPLYING LIQUID BITUMINOUS MATERIAL

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with the Lash Paving Company in the amount of \$188,575.00 for the Belmont County Engineer’s Project 15-2 Applying Liquid Bituminous Material for dust control, based upon the recommendation of Fred Bennett, County Engineer.

**CONTRACT WITH THE BELMONT COUNTY COMMISSIONERS
 PROJECT 15-2 APPLYING LIQUID BITUMINOUS MATERIAL**

AUDITOR’S OFFICE, BELMONT COUNTY, OHIO

THIS CONTRACT, made and entered into this 17th day of June, 2015 between the **LASH PAVING COMPANY**, P.O. Box 296, Colerain, OH 43916 and Mark A. Thomas, Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that the said **LASH PAVING COMPANY** hereby agrees to furnish 35,500 gallons of MC-70 and 24,000 gallons of MC-3000 (Liquid Asphalt) for dust control, furnished and applied on roadway, at the rate of 0.25 gallons per square yard or as directed by the County Engineer.

The completion date for this project shall be July 31, 2015.

All work, materials and equipment shall meet the State of Ohio, Department of Transportation Construction and Material Specifications latest edition.

QUANTITY	DESCRIPTION	UNIT BID PRICE	TOTAL BID AMOUNT
35,500 GALLONS	MC-70	\$3.25	\$115,375.00
24,000 GALLONS	MC-3000	\$3.05	\$73,200.00
			\$188,575.00

And it is further understood and agreed by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **LASH PAVING COMPANY** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

LASH PAVING COMPANY

Mark A. Thomas /s/

BY: Brian L. Varrato /s/

Matt Coffland /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH ODJFS FOR SUBGRANT G-1617-11-5487 BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with the Ohio Department of Job and Family Services (ODJFS), on behalf of Belmont County Dept. of Job and Family Services, for Subgrant Agreement G-1617-11-5487, effective July 1, 2015 through June 30, 2017.

Note: The purpose of this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Belmont CDJFS/CSEA/PCSA.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT
 G-1617-11-5487**

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as “ODJFS”), the Ohio Department of Medicaid (hereinafter referred to as “ODM”) and the Belmont County Board of County Commissioners (hereinafter referred to as “Board”), in accordance with Sections 307.98, 5101.21, and 5160.30 Ohio Revised Code (ORC).

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two “pass-through entities” and a “subrecipient” as those terms are used in OMB 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Belmont County for the operation of the Belmont county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. It

is not applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services, a public children services agency and a child support enforcement agency, as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by the Departments to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, any OMB circulars that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).
- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Belmont CDJFS/CSEA/PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Belmont County and of the Belmont CDJFS/CSEA/PCSA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF DEPARTMENTS

As pass-through entities under OMB 2 CFR 200 (Uniform Guidance), the Departments may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24(E)

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action the department takes under division (C) of ORC Section 5101.24, of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse, the Departments, the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.

- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2015, through June 30, 2017, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2016 and 2017 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75 and 2 CFR 400.1, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time either
 - of the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of the Departments or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400.1, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
 - 1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 45 CFR 75.302 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 - 2. Period of performance and availability of funds: Pursuant to 45 CFR 75.309 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
 - 3. Cost sharing or matching: Pursuant to 45 CFR 75.306 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws. For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required

to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 45 CFR 75.307 and 2 CFR 400.1.
 5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 75.318 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 75.320 and 2 CFR 400.1.
 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 75.321 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.

- B. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
2. Any one of the three parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.
3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.

C. Pursuant to ORC Section 5101.24, 45 CFR 75.371, and 2 CFR 400.1, as applicable, if Subgrantee, its principals, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, the Departments may take any or all of the following actions deemed appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
4. Withhold further awards for the Subgrant activity; or
5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.

D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
4. Perform any other tasks that the Departments require.

E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

A. Notices to ODJFS from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, with a copy to the ODM Legal Counsel at 50 West Town Street, 5th Floor, Columbus, Ohio 43215.

B. Notices to the Subgrantee from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this

Subgrant Agreement.

C.All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

A. Amendment: This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by all three parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature. If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

B. Addenda: ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. Subgrants

1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400 as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.

2. Debarment and Suspension: As provided in 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 45 CFR 75.342, 2 CFR 400.1, and OAC 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.

5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, ODM agrees to be responsible for any liability directly relating to any and all acts of negligence by ODM. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.

B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by division (B) of ORC Section 5101.21, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.

Signature Page Follows
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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

SIGNATURE PAGE G-1617-11-5487

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Belmont County DJFS/PCSA/CSEA

Vince Gianangeli /s/ 6/9/15 CDJFS/PCSA/CSEA Director Date

Mark A. Thomas /s/ 6/17/15 County Commissioner Date

Matt Coffland /s/ County Commissioner Date

Ginny Favede /s/ County Commissioner Date

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Cynthia C. Dungey, Director Date

OHIO DEPARTMENT OF MEDICAID

John McCarthy, Director Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS
FOR THE SENIOR SERVICES OF BELMONT COUNTY-
COMMUNITY BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the Senior Services of Belmont County-Community Building project and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Advertisement for Bids

BELMONT COUNTY COMMISSIONS' OFFICE – BELMONT COUNTY, 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 am (local time) Wednesday, August 19, 2015 for furnishing all labor, materials, and equipment to complete for the following project: Senior Services of Belmont County Community Building, then at said office publicly opened and read aloud. This project will be located at 45240 National Road - Saint Clairsville, OH 43950.

Copies of Documents may be examined at the following location:

Belmont County Commission

Belmont County Courthouse

101 W. Main St.

St. Clairsville, OH 43950

Between the hours of 9:00 am and 4:00 pm daily, Monday thru Friday.

GreenCore Designs, Inc.

201 East Main Street

Saint Clairsville, OH 43950

740.839.9228

Between the hours of 9:00 am and 4:00 pm daily, Monday thru Friday.

OVCEC

21 Armory Drive

Wheeling, WV 26003

304.242.0520

Builders Exchange, Inc. – Cleveland

9555 Rockside Rd., Suite 300

Cleveland, OH 44125

Bidding Documents may be obtained from Print Scape Imaging & Graphics - MIRANDA SHANER-Account Manager- Office: 412.788.0640 ext: 111

A deposit will be required for the Bidding Documents as follows: \$ **150.00**

A mandatory Pre- Bid will be on Monday August 3, 2015 at 10:00am at the project location. No documents will be available at the Pre- Bid meeting.

A bid guaranty shall be provided in accordance with Section 153.54 (B) of the Ohio Revised Code as follows: for the full amount of the bid, or certified check, cashier's 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 surety. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on project of similar size and complexity.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in the implementation of the project. Additionally, contractor must show compliance with the equal employment opportunity requirements of the 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 of Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, 614.644.2239.

The Belmont County Commissioners reserve the right to reject and 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 that may be utilized to gather information used for this purpose. 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, Clerk

(To be advertised on Thursday July 23, 2015 and Wednesday July 29, 2015.)

Proof of Publication Required. Please email to greencore@comcast.net.)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING
PIPELINE RIGHT-OF-WAY AGREEMENT AND ADDENDUM OF
PIPELINE RIGHT-OF-WAY AGREEMENT WITH TEXAS EASTERN/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a Pipeline Right-of-Way Easement Agreement and an Addendum of Pipeline Right-of-Way Agreement on behalf of the Belmont Co. Sanitary Sewer District (Grantor) and Texas Eastern Transmission, LP, by Spectra Energy Transmission Services, LLC, Its General Partner (Grantee) in the amount of \$9,900 for Tax Parcel #32-03966.001 to allow for ingress and egress over the above described parcel.

Pipeline System: OPEN 2015

Tract No: BE-07780

State: Ohio

Prepared by: Texas Eastern Transmission, LP

Tax Parcel Number: 32-03966.001

GRANT OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned Belmont County Sanitary Sewer District #3, having an address of 68325 Bannock Road, Saint Clairsville, OH 43950, County of Belmont, in the State of Ohio and its successors and assigns (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by Texas Eastern Transmission, LP, a Delaware limited partnership, having a principal place of business at 5400 Westheimer Court, Houston, Texas (hereinafter called "Grantee" or "Texas Eastern"), does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, an exclusive, fifty foot (50') wide permanent Right-of-Way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, changing the size of, abandoning and removing one thirty-inch (30") diameter pipeline from time to time with above- or below-grade valves, tie-overs, cathodic protection, electrical interference mitigation, data acquisition and communications lines and devices, and pipeline markers as required by applicable law ("Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline, over, under, across, and upon the following described land (the "Right-of-Way") situated in the Township of Richland, County of Belmont, and State of Ohio, more fully described and referred to as:

Being a portion of the land described as 3.1905 acres of Section 19, Township 6-N, Range 3-W, in a Deed from Wheeling & Lake Erie Railway Company, a Corporation of the State of Delaware, to the herein Grantor, dated March 7, 2000, and recorded in Volume 757, Page 613, in the Recorder's Office for the County of Belmont, Ohio (the "Land").

The permanent pipeline easement and Right-of-Way across the Land of Grantor is more particularly shown on the Drawing No. KS-P-9677, dated March 10, 2014 ("Drawing") attached hereto as Exhibit A and made a part hereof.

Notwithstanding anything to the contrary as shown on the Drawing, the permanent and exclusive easements rights granted to Grantee shall extend to and include contiguous public or private ways to the full extent of Grantor's interest therein for the purpose of ingress and egress to the Right-of-Way. Grantee's rights of ingress and egress across and through the Land shall be limited to the Right-of-Way area.

Also included in this Grant of Easement is the use of temporary work space (the "Temporary Work Space") adjacent to and generally parallel with the Right-of-Way for construction, operation and maintenance purposes as shown on the Drawing for a period of forty eight (48) months from the execution of this Grant of Easement. Grantor's granting of the Temporary Work Space to Grantee shall be on an exclusive basis during the full term of forty eight (48) months from the execution of this Grant of Easement; Grantor shall grant no third party any right to use the Temporary Work Space prior to the expiration of Grantee's exclusive term to use the Temporary Work Space.

Grantee shall have all other rights and benefits necessary for the full enjoyment and use of the rights herein granted, including, but not limited to, the right, to be exercised at any time in Grantee's sole and absolute discretion, to remove, clear and to keep clear all buildings (including, but not limited to, sheds, garages, and other structures, whether on foundations or not), walls or similar structures, above- or below-ground swimming pools, decks, rocks, trees, brush, limbs, and other obstructions including, but not limited to, pipelines (except for Grantor's existing waterlines) and conduits within the Right-of-Way and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space, as to the Temporary Work Space only) that may interfere with the Grantee's use of the Right-of-Way and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space, as to the Temporary Work Space only), and the free and full right of ingress and egress, over and across said Right-of-Way and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space, as to the Temporary Work Space only).

As required by law, both Grantor and Grantee shall notify Ohio Utility Protections System, a/k/a OUPS (#811) and the other party, at least forty-eight (48) hours in advance of any excavation within the Right-of-Way, except in the case of emergencies, in which case notice shall be given immediately. Grantee shall notify Grantor at least three (3) business days prior to construction or maintenance work being performed within the Right-of-Way. Each party shall allow the other party the right to be present during any excavation within the Right-of-Way to help ensure the integrity of each parties' pipeline(s) and the public safety. After installation of the pipeline(s) is complete, the other party shall promptly and properly backfill all excavations made by or for such party within the Right-of-Way. Such excavating party shall ascertain from the other party, and plainly mark before any excavations are made and during all times that work is being performed, the exact location of all pipelines or other facilities that may be below the surface of the ground or otherwise not plainly visible. Each party hereby accepts sole responsibility for so doing and shall be solely liable for all loss, damage, injury or death caused or contributed to by any lack of or improper marking.

Grantee agrees to grade, reseed and restore the Right-of-Way and Temporary Work Space to contours that existed previous to the initial Pipeline Facilities construction as nearly as practicable.

The pipeline shall be buried to a depth required by applicable laws and regulations. In addition, Grantee agrees to bury its pipeline twenty-four (24") inches below the bottom of any existing Grantor pipelines within the Right-of-Way. A 6" concrete warning slab will be required at a minimum of 18" below the bottom of Grantor's 24" waterline, if separation between Grantee's 30" transmission line and Grantor's 24" waterline is less than 48".

Grantor shall not grade, excavate, fill or flood the Right-of-Way and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space, as to the Temporary Work Space only) without obtaining the Grantee's prior written consent, which may be withheld in Grantee's sole discretion.

Grantee understands the risks associated with installing the Pipeline Facilities in the vicinity of Grantor's high pressure water line and agrees to exercise all due care and extreme caution during the installation and construction of the Pipeline Facilities to avoid damage to Grantor's facilities. Should Grantee's pipelines be damaged as a result of a breach of Grantor's water line arising directly out of Grantee's activities on the Land, Grantee agrees to hold Grantor harmless from any said damages to Grantor's water line. In the event Grantee causes any damages to Grantor's facilities, Grantee shall be responsible for the costs of repair and/or replacement of said facilities.

The rights, title and privileges herein granted may, in whole only, be sold, leased, assigned, pledged and mortgaged, and shall be binding upon and inure to the benefit of the Grantee and its successors, assigns, heirs and legal representatives.

The failure of Grantee to exercise or any delay of Grantee in exercising any rights herein conveyed in any single instance or from time to time shall not be considered or construed as a waiver of such right or rights and shall not bar Grantee from exercising such right or rights, or, if necessary, seeking an appropriate remedy in conjunction with the exercise or violation of such right or rights from time to time.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The undersigned, states, affirms and certifies as of the date hereof that the undersigned is the legal owner of the Land and is authorized pursuant to the laws of the State of Ohio to execute, acknowledge and deliver this Grant of Easement in the Land of Grantor.

IN WITNESS WHEREOF, Grantor executes this Grant of Easement this 17th day of June, 2015.

Grantor: Belmont County Sanitary Sewer District #3

Mark A. Thomas /s/

By:

President, Belmont County Board of Commissioners

Its:

**THIS ADDENDUM IS NOT TO BE RECORDED
ADDENDUM TO
GRANT OF EASEMENT**

THIS Addendum to the Grant of Easement dated this 17th day of June 2015 (the "Addendum") made of even date by and between **Belmont County Sanitary Sewer District #3**, whose address is P.O. Box 457, St. Clairsville, OH 43950 (hereinafter called "Grantor") and **Texas Eastern Transmission LP**, a Delaware limited liability company, whose address is 5400 Westheimer Court, Houston, Texas (hereinafter "Grantee"), covering lands situated in the Township of Richland, County of Belmont, State of Ohio, and described as Parcel ID No. 32-03966.001. All capitalized terms not defined in this Addendum shall have the meaning set forth for such term in the Grant of Easement (the "Agreement").

Within thirty (30) days of execution of the Agreement, Grantee shall pay Grantor Nine Thousand Nine Hundred and 00/100 Dollars (\$9,900.00) representing the payment to acquire rights set forth in the Agreement payable only upon the proper execution, in duplicate, of the Agreement and this Addendum.

The payment to acquire rights set forth in the Agreement (the "Payment") shall comprise:

(A) **Nine Thousand One Hundred Fifty and 00/100 Dollars (\$9,150.00)** as consideration for the rights granted under the Agreement, including the construction and installation of one 30" pipeline; and

(B) **Seven Hundred Fifty and 00/100 Dollars (\$750.00)** for any and all damages associated with the surface area during the construction and installation of the above pipeline, including any ATWSA, and the exercise of the rights granted under the Agreement.

Notwithstanding the above, the total amount of the Payment shall be **Nine Thousand Nine Hundred and 00/100 Dollars (\$9,900.00)**, which includes, *inter alia*, a total of one (1) crossing which will consist of one (1) 30" diameter pipeline, which will be installed and constructed in 2015.

Grantor shall execute a Receipt and Release for the Payment.

Grantor and Grantee agree that in the event of a change in the total linear footage of the Pipeline Facilities, whether more or less linear footage, no additional payment shall be made by Grantee to Grantor for more linear footage, nor shall Grantor be required to refund Grantee any portion of the Payment made to Grantor by Grantee for less linear footage.

If at the time of execution of this Agreement or any time thereafter, Grantor owns a less interest in the Land than the entire and undivided surface estate, the payments herein provided shall be paid to Grantor only in the proportion which Grantor's interest bears to the whole and undivided fee of the surface estate.

It is hereby agreed between Grantor and Grantee herein that the consideration recited above is for the rights granted under the Agreement, including the construction and installation of one (1) 30" diameter pipeline. The damage payment cited above is for any and all surface damages associated with the construction and installation of one (1) 30" pipeline. Any damages to Grantor's underground waterlines will be invoiced to Grantee at the actual cost of repairing said damages. Damages will also include water loss. Water loss shall be estimated by Grantor and will be invoiced to Grantee as material cost.

All payments hereunder may be made to Grantor by check or draft made payable to the order of Belmont County Sanitary Sewer District #3 and mailed and delivered to P.O. Box 457, St. Clairsville, OH 43950, who is hereby authorized to receive and receipt for the same.

SPECIAL CONDITIONS:

1. Insurance

Grantee and any contractor hired by Grantee shall maintain adequate insurance to cover all property and injury losses in connection with the pipelines and Pipeline Facilities or any work performed on the Grantor's Premises. Said insurance shall be in the minimum amount of \$5,000,000.00 per occurrence for coverage including but not limited to, worker's compensation, personal injury, and property damage. All policies shall name Grantor as an additional insured. Grantor shall be provided with a certificate of insurance evidencing Grantee's insurance coverage for the life of the Easement.

2. Indemnification

Grantee shall defend, indemnify and hold harmless Grantor from any claims, demands, damages, costs and expenses, judgments, liabilities, losses, and causes of action arising out of, or as a result of any act of commission or omission caused by Grantee, its employees, agents or contractors directly relating to Grantee's operation of its pipelines and use of the Premises, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of property, except and to the extent that such claims, damages, costs and expenses, judgments, liabilities and causes of action are caused by or result from the intentional acts and/or negligence of Grantor, its agents or contractors.

3. Geophysical Studies

Any and all geophysical or geotechnical studies conducted by Grantee as may be required by the installation and construction of its pipelines must be conducted without the use of explosives or other techniques that generate heavy vibration.

4. Access Restrictions

Except in the case of an emergency, Grantee's rights of ingress and egress across and through the Premises shall be limited to the Right-of-Way Area as depicted on the Exhibit "A" attached hereto and incorporated herein. Grantee shall install a hard crossing across the surface of the right-of-way at a location mutually agreeable to Grantor and Grantee. Such hard crossing is intended for non-vehicular and vehicular traffic, not to exceed 50 tons crossing the right-of-way. The type of hard crossing (which could be anything from timber mats to a ramp of additional soil) shall be determined by Grantee as a result of stress calculations conducted by Grantee and approved by Grantor. Grantee agrees not to use the abandoned railroad bed as a means of ingress and egress unless Grantor has approved in writing the use of an adequate hard crossing to absorb the stress at any crossing points and avoid any potential damage to Grantor's water line.

5. Pipeline Markers

The pipeline crossing shall be clearly and permanently marked above ground with a marker post indicating the location of the buried pipeline, in accordance with applicable law.

6. Permits

Grantee, at its sole cost and expense, shall be responsible for obtaining all applicable permits required by local, state and federal agencies prior to constructing, maintaining, operating and replacing the Encroachment.

7. Notices

All notices, consents or demands required by this Agreement or other communication between the parties shall be deemed to have been given when reduced to writing and (a) delivered personally; (b) deposited in the United States mail, first class, postage prepaid, return receipt requested; (c) sent via an established national overnight delivery service (such as Federal Express) charges prepaid; or (d) sent via an electronic communications method provided the sender obtains written confirmation of receipt of the communication by the electronic communication equipment, addressed as follows:

If to Grantor:

Belmont County Sanitary Sewer District #3
P.O Box 457
St. Clairsville, OH 43950
Office: 740-695-3144

If to Grantee:

Texas Eastern Transmission, LP
5400 Westheimer Court
Houston, Texas 77056
Attn: Manager, Rights of Way and Land

8. Warranty

Grantor makes no warranty of title and should Grantee make payment to Grantor and not utilize said Right-of-Way Area for any reason, including title issues, said payment to Grantor is non-refundable.

9. No Interference

Other than the rights granted herein regarding the described crossing, neither party shall interfere with or obstruct the other party's use of its respective easement and right-of-way or injure or interfere with any person or property on or about such easement and right-of-way. Each party acknowledges that this Agreement shall in no way alter, amend, or terminate the rights and privileges of the other party under its respective easement and right-of-way, except as set forth herein.

10. Encroachment Area Approval

The drawing depicting the route is a part of the Grant of Easement. Grantee shall provide Grantor applicable specs, design drawings, and engineering plans (hereinafter the "Plans") prior to the installation of its pipeline. The crossing of Grantor's water line must be approved by Grantor in writing. Grantor shall provide a written response within thirty (15) business days of receiving the Plans. Grantor's approval shall not be unreasonably withheld, conditioned or delayed.

11. Relocation of Pipeline

Grantee shall yield to any and all water line maintenance, improvements and/or new sewage or water line projects by Grantor. Grantor reserves the right to request that Grantee relocate its pipeline as needed to accommodate new sewage or water line projects. Grantor shall give Grantee at least 270 days' written notice to relocate its pipeline and Grantee shall be responsible for all costs associated with relocating

their pipeline. Upon any relocation of Grantee's pipeline, the original right-of-way and easement granted herein shall be automatically revised and incorporated herein to reflect such change in location.

12. Existing Pipeline(s)

In the event Grantee causes any damages to the Grantor's existing and/or future water and sewer lines, Grantee shall be responsible for the repair and/or replacement of said line(s). Grantee shall be responsible for any and all damages to Grantor's water and sewer lines resulting from Grantee's activities on the Land, including but not limited to installation, construction, repair, maintenance, excavation and equipment traffic.

13. Governing Laws

The Agreement and this Addendum shall be governed by and construed in accordance with the laws of the State of Ohio.

14. Compliance

Grantee shall conduct operations and activities on the Premises in accordance with all Federal, State, or Local and/or any other governing authorities' laws, rules and regulations, directives, permits and orders, now or hereinafter in force.

15. Binding Effect

The parties hereto intend to be legally bound by the Agreement and this Addendum. The Agreement and this Addendum shall be binding upon the heirs, successors and assigns of the parties hereto and shall be deemed to be a covenant running with the Premises. In the event of a conflict in the terms of the Agreement and this Addendum, the terms of the Addendum shall prevail.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY HEREAFTER]

IN WITNESS WHEREOF, Grantor and Grantee hereunto set hand and seal on the date first written above.

GRANTEE:
TEXAS EASTERN TRANSMISSION, LP
By: Spectra Energy Transmission Services, LLC
Its General Partner

By:
Title:

GRANTOR:
BELMONT COUNTY SANITARY SEWER
DISTRICT #3
By: Belmont County, OH Board of Commissioners
Mark Thomas /s/

By: Mark Thomas
Title: President of the Board of Commissioners

GRANTOR:
BELMONT COUNTY SANITARY SEWER
DISTRICT #3
By: Belmont County, OH Board of Commissioners
Matt Coffland /s/

By: Matt Coffland
Title: Member of the Board of Commissioners

GRANTOR:
BELMONT COUNTY SANITARY SEWER
DISTRICT #3
By: Belmont County, OH Board of Commissioners
Ginny Favede /s/

By: Ginny Favede
Title: Member of the Board of Commissioners

APPROVED as to form:
David K. Liberati /s/
Belmont County Assistant Prosecutor
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM ERB ELECTRIC FOR EXTERNAL SECURITY CAMERAS AND RELATED EQUIPMENT FOR BCDJFS-MARTINS FERRY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the proposal dated June 16, 2015, from ERB Electric Company in the amount of \$6,270.00 for all labor and materials necessary to install nine (9) external security cameras and related equipment at the Department of Job and Family Services/Martins Ferry Building.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Vicki Falcone of Barton expressed her concerns with the traffic on Barton Road and Route 40 due to oil and gas activity. She reported that quite a few residents attended a city council meeting to voice their opinion on Gulfport's traffic study and their offer to put in a traffic light at the end of Barton Road. Gulfport is putting 2 well pads on Barton Road. City council was not interested in what they had to say since they are not city residents. Ms. Falcone said the city offered to put a flagger at the intersection. Ms. Falcone said this is a major thoroughfare and a safety issue. Mr. Mike Bianconi and Ms. Falcone said this is also an issue for ambulances and mutual aid. The residents would like the Board of Commissioners to take a stand with the City Council to support the light.

Commissioner Coffland said he travels that route daily at peak hours and agreed something needs done but noted it is not the commissioners' decision to make. Mr. Thomas said he has already had a conversation with the city council president and the police chief and advised them of what's coming down the line with Gulfport. He said the commissioners support safety but have no say over what city council does. The council has to make a decision as to what is the best interest for the residents. Commissioner Favede agreed it is city council's decision, but noted that since Barton doesn't have a council, the commissioners have a responsibility to those residents. She said she respectfully requests city council to take a look at this for the safety of the residents.

**9:40 Subdivision Hearing – Pultney Township
Re: Veto Drive (Private)**

Present: Ruth Graham, Engineer's Drafting Technician. Mrs. Graham reviewed the maps for the private roadway along with two lots and an out lot. Approval has been received from the Health Department for the road name and subdivision name.

IN THE MATTER OF FINAL PLAT APPROVAL FOR PRESUTTI ESTATES (VETO DRIVE PRIVATE) PULTNEY TOWNSHIP, SECS 2 & 8, T-6, R-3 PEASE TOWNSHIP SEC. 3, T-6, R-3

"Hearing Had- 9:40 A.M."

**"FINAL PLAT APPROVAL"
O.R.C. 711.05**

Motion made by Mrs. Favede to grant the final plat for the following:
RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Presutti Estates (Veto Drive Private), Pultney Township, Secs. 2 & 8, T-6, R-3, and Pease Township, Sec. 3, T-6, R-3 which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Coffland seconded the motion and upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING FOR
CDBG VILLAGE OF BRIDGEPORT AND BETHESDA
STREET IMPROVEMENT PROJECT**

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the CDBG Village of Bridgeport and Bethesda Street Improvement Project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Lash Paving Company P.O. Box 296, Colerain, OH 43916	X	\$ 98,090.00
Litman Excavating, Inc. 836 1 st St., New Martinsville, WV 26155	X	\$ 71,119.00
Shelly & Sands, Inc. P.O. Box 66, Rayland, OH 43943	X	\$ 89,569.05

Present for the bid opening were A.C. Wiethe, Belomar Regional Council; Ed Leonard, Shelly & Sands; Rick Oberdick, Lash Paving; and Robert DeFrank, Times Leader.

Motion made by Mrs. Favede, seconded by Mr. Coffland to turn over all bids received for the street improvements for Bench Street in the Village of Bridgeport and Pear Street in the Village of Bethesda, a Community Development Block Grant project, to A.C. Wiethe, Belomar Regional Council, for review and recommendation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ANNOUNCING THE
2015 CDBG-COMMUNITY DEVELOPMENT ALLOCATION PROJECTS**

Commissioner Coffland announced the following projects have been selected for the 2015 Community Development Block Grant-Community Development Allocation Program:

Bridgeport Fire Department	\$ 27,000	Fire & rescue equipment
Pease Township	\$ 63,000	Street resurfacing
Village of Powhatan Point	\$ 50,000	Street resurfacing
Total	\$140,000	

DISCUSSION HELD - Commissioner Favede said she is disappointed in the continued reduction of CDBG funds from a total of \$200,000 in 2011 to the current \$140,000 this year. She said there used to be 4 projects chosen annually but there is only enough for 3 this year. She said the townships count on these grant monies and it is very frustrating. Mike Bianconi, Pease Township Trustee, thanked the Board for awarding these funds. Mr. Thomas said all the projects that were submitted are good projects and it is disappointing not to be able to fund all of them.

**IN THE MATTER OF ADOPTING THE RESOLUTION
HONORING THE SHADYSIDE LADY TIGERS SOFTBALL TEAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution honoring the Shadyside Lady Tigers Softball Team.

**RESOLUTION
HONORING THE SHADYSIDE
LADY TIGERS SOFTBALL TEAM**

WHEREAS, the Shadyside Lady Tigers softball team recently completed its 2015 season culminating with a most impressive record of 22-5 and put the Orange and Black on the state map; and

WHEREAS, the countless hours of hard work, the sacrifices made by both coaches and players, and the entire teams' commitment to winning resulted in the Lady Tigers team being named Sectional Softball Champions, District Softball Champions, and Regional Softball Champions, on their way to the State Championship; and

WHEREAS, this is the 1st State Softball Championship for Shadyside since its inception, and the first softball championship in Belmont County; and

WHEREAS, the "Lady Tigers" through their commitment and perseverance achieved the honor of participating in the OHSAA 2015 Ohio Division IV State Softball Tournament and epitomize the status of exceptional representatives for Belmont County through their dedication and teamwork; and

WHEREAS, the athletes, coaches and students have brought much pride and community spirit not only to the Shadyside School District, but all of Belmont County by being the first girls' team in school history to win a state championship; and

WHEREAS, HEARTFELT CONGRATULATIONS ARE EXTENDED TO Head Coach Jillian Ongley, her staff and the 2015 Lady Tigers softball team on a wildly successful and stellar season.

NOW, THEREFORE, BE IT RESOLVED that the Belmont County Commissioners, on behalf of all county residents, do hereby offer sincere congratulations to the Shadyside Lady Tigers softball team, coaches, parents, fans and entire school district on its successful season and outstanding representation of Belmont County at Firestone Stadium in Akron, Ohio.

Adopted this 17th day of June, 2015.

June 17, 2015

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

Ginny Favede /s/

Matt Coffland /s/

Reconvened Monday, June 22, 2015. Commissioners Thomas and Coffland present. No further business.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting.

Upon roll call the vote was as follows:

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

Read, approved and signed this 24th day of June, 2015.

_____ COUNTY COMMISSIONERS

We, Mark Thomas 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