

St. Clairsville, Ohio

March 19, 2014

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

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-ACS Enterprise Solutions	Storage and binder-Recorder/General Fund	1,469.15
A-Crystal Springs	Water-Treasurer/General Fund	34.73
A-David S. Trouten, Jr.	Reimburse travel expenses-Public Defender/General Fund	268.09
A-Durable Dimensions	Furniture-Recorder/General Fund	26,955.61
A-ERB Electric	Two new circuits-Recorder/General Fund	1,900.00
A-Frank Pierce	Reimburse travel expenses-Public Defender/General Fund	275.00
A-OACDL	Membership fees-Public Defender General Fund	225.00
A-Redwood Toxicology	Drug testing-Adult Probation/General Fund	711.90
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	68.02
A-Wheeling Office Supply	Supplies-Prosecutor/General Fund	184.66
B-Things Remembered	OH Assistance Permanent Dog Registration/Dog Kennel Fund	27.99
K-Huntington National Bank	Principal-Interest/Co. Engineer Vehicle Bond Fund	174,144.03
P-Cintas Corp.	Supplies/BCSSD Funds	18.56
P-EORWA	Sewage disposal/BCSSD Funds	51,244.27
S-Courtview Justice Solutions	Support services/Certificate of Title Admn Fund	5,734.25
S-Crystal Springs	Water/Certificate of Title Admn Fund	61.56
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Lowe's Companies, Inc.	Supplies/District Detention Home Fund	662.23
S-Ohio Mid-Eastern Govts. Assoc.	Annual meeting registration/Port Authority Fund	20.00
S-Sam's Club	Kitchen food & supplies/District Detention Home Fund	1,885.39
S-Walz Group LLC	Certified mailers/Clerk of Courts Computer Fund	697.20
W-Gaunt	Subscription/Law Library Fund	42.00

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for March 19, 2014 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$7,124.74; \$468.33; \$216.43; \$1,165.59; \$27,489.57; \$4,382.35; \$697.32; \$7,788.49
A-GENERAL/AUDITOR	\$4,569.41
A-GENERAL/CLERK OF COURTS	\$859.84
A-GENERAL/COMMON PLEAS	\$2,774.98
A-GENERAL/EMA	\$837.28
A-GENERAL/JUVENILE COURT	\$683.50
A-GENERAL/PROBATE COURT	\$400.00
A-GENERAL/SHERIFF	\$20,770.83
A-GENERAL/911	\$34,662.74
E-911	\$1,208.36
G-Convention and Visitors Bureau	\$74,167.00
H-Job & Family, CSEA	\$48.99
H-Job & Family, Public Assistance	\$31,369.24; \$397.79
H-Job & Family, WIA	\$18,141.00; \$96,858.53; \$23,561.07; \$11,047.14
J-Real Estate Assessment	\$9,927.31
K-Engineer MVGT	\$4,538.02; \$34,220.88
M-Juvenile Ct. – Placement Services	\$7,489.33
M-Juvenile Ct. – Placement II	\$243.00
M-Juvenile Ct. – Title IV-E Reimb.	\$12,952.91
M-Juvenile Ct. – Truant Officer Grant	\$61.20
P-Oakview Admn Bldg.	\$135.00
P-Sanitary Sewer District	\$10,707.15; \$15,897.79; \$27,515.89; \$1,668.23; \$16,496.29
S-Common Pleas Court Gen. Special Projects	\$295.91
S-District Detention Home	\$926.28
S-Job & Family, Children Services	\$2,109.34
S-Northern Ct. Gen. Special Projects	\$587.00
S-Oakview Juvenile Residential Center	\$1,598.66
S-Probate Ct.-Computer Fund	\$281.00
S-Senior Services	\$21,379.84
S-Sheriff CCW	\$3,990.00
S-Sheriff Commissary	\$1,145.80
S-Western Court Gen. Special Projects	\$1,179.95
T-Moving Ohio Forward Grant	\$3,850.00; 1,692.50; \$30,000.00
U-Sheriff Reserve Account	\$953.90

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**BCSSD/VARIOUS**

<b>FROM</b>		<b>TO</b>	<b>AMOUNT</b>
E-3701-P003-P29.003	PERS	E-3701-P003-P19.012 Equipment	\$1,000.00
E-3701-P003-P18.010	Supplies	E-3701-P003-P19.012 Equipment	\$1,000.00
E-3702-P003-P17.002	Salaries	E-3702-P005-P19.012 Equipment	\$2,000.00
E-3709-P059-P05.011	Contract Services	E-3709-P059-P07.000 Materials	\$5,000.00

**S30 OAKVIEW JUVENILE/REHABILITATION FUND**

<b>FROM</b>		<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S58.000	Communications	E-8010-S030-S55.010 Supplies & Materials	\$2,000.00

**S49 MENTAL HEALTH AND RECOVERY BOARD**

<b>FROM</b>		<b>TO</b>	<b>AMOUNT</b>
E-2310-S049-S54.011	Contract Services	E-2310-S049-S53.000 Contracts and Repairs	\$10,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE  
WAIVED HOSPITALIZATION CHARGEBACKS FOR  
THE MONTHS OF DECEMBER, 2013, JANUARY & FEBRUARY, 2014**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of December, 2013, January & February, 2014.

<b>FROM</b>		<b>TO</b>	
<b>E-0256-A014-A08.006</b>	<b>GENERAL</b>	<b>R-9891-Y091-Y03.500</b>	<b>7,416.65</b>
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	500.00
E-5005-S070-S06.006	BCDJFS SENIOR PROGRAM	R-9891-Y091-Y03.500	1,749.99
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	266.45
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	640.02
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	170.73
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	132.81
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	29.10
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	10.89
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	499.99
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	500.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	250.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	250.00
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	0.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	750.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	2,916.66
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	750.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,000.00
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,083.33
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	0.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS WESTERN CT. GEN. SPEC.	R-9891-Y091-Y03.500	83.33
E-1551-S088-S03.006	PROJECTS	R-9891-Y091-Y03.500	250.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
		<b>TOTAL</b>	<b>20,999.95</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

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

**N29 CAPITAL PROJECTS-FACILITIES FUND**

E-9029-N029-N04.055	Other Expenses	\$25,322.00
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*Needed to replace the water softener at the Belmont County Jail.*

**\*\*MARCH 19, 2014\*\***

**GENERAL FUND**

E-0131-A006-A17.012	Cruisers	\$2,263.25
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*CORSA Reimbursement for 02/09/14 Sheriff's Dept. accident//check deposited 03/10/14.*

**L01 BCSWD/SOIL CONSERVATION FUND**

E-1810-L001-L01.002	Salaries	\$1503.33
E-1810-L001-L08.000	Scholarship-Education	\$1503.33

**L05 BCSWD/WATERSHED FUND**

E-1815-L005-L01.002	Salaries	\$1,300.00
E-1815-L005-L11.003	PERS	\$ 500.00
E-1815-L005-L13.005	Medicare	\$ 200.00
E-1815-L005-L15.006	Hospitalization	\$1,500.00

**W80 PROSECUTOR/ VICTIM ASSITANCE FUND**

E-1511-W080-P06.004	Workers Comp	\$255.00
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**Y88 BELMONT CO. DRUG TASK FORCE FUND**

E-9888-Y088-Y05.000	Drawdown by Pros. Office	\$ 6,500.00
<b><u>SHERIFF/VARIOUS</u></b>		
E-0131-A006-A23.000	Background	\$ 1,507.00
E-0131-A006-A24.000	E-SORN	\$ 250.00
E-0131-A006-A09.000	Medical	\$ 878.05
E-0131-A006-A32.000	Warrant Fee	\$ 980.00
E-0131-A006-A30.000	Lifesaver	\$ 70.00
E-5100-S000-S01.010	Commissary	\$13,628.67
E-8101-S001-S07.012	CCW Equipment	\$ 4,046.00
E-5101-S001-S06.000	CCW License	\$ 3,844.00
E-9710-U010-U06.000	Reserve	\$ 5,301.77

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 19, 2014:

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

**General Fund/Sheriff**

E-0131-A006-A10.000	Transport of Prisoners	2,851.61
E-0131-A006-A20.000	Other – False Alarm	2,100.00
E-0131-A006-A21.000	Towing	470.00
E-0131-A006-A24.000	E-Scorn	10,444.36
E-0131-A006-A26.000	K-9	30.85
E-0131-A006-A27.000	Dive Team	780.98
E-0131-A006-A29.000	Mounted	830.00
E-0131-A006-A30.000	Life Saver	1,165.01

**B16 Enforcement Education Fund**

E-1652-B016-B02.000	Education Expenses	665.68
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**N29 Capital Projects-Facilities Fund**

E-9029-N029-N02.055	Courthouse Building Repair	4,565.04
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**S01 Concealed Handgun License Fund**

E-5101-S001-S07.012	Equipment	688.10
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Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Absent
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 March 19, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**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:  
**COMMISSIONERS** – Matt Coffland and Facilities Manager Jack Regis to travel to Columbus, OH, on March 28, 2014, to attend a CORSA Renewal Meeting. A county vehicle will be used.

Barb Blake, Fiscal Manager to travel to Cambridge, OH, on April 9, 2014, to attend a CompManagement-Ohio state fund (BWC) seminar. Estimated expenses: \$90.00

**SENIOR SERVICES** – Tish Kinney to travel to Wheeling, WV, on April 7 and April 24, 2014. Sue Hines to travel to Amish Country on April 10, 2014 and to Wheeling, WV, on April 23, 2014. Shirley Jo Case to travel to Wheeling, WV, on April 15, 2014. These trips are to facilitate senior center outings. David Hacker and Tina Burkhart to travel to Cambridge, OH, on March 26, 2014, to attend a Passport provider meeting.

**TREASURER** – Katherine J. Kelich to travel to Columbus, OH, on May 13-15, 2014, to attend the County Treasurer's Assoc. Fall Conference, Estimated expenses: \$800.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING AND ANNUAL REORGANIZATION**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the minutes of the Belmont County Board of Commissioners regular meetings of January 8 and 15, 2014 and the **Annual Reorganization Meeting of January 13, 2014**.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE STANDBY GENERATOR PREVENTATIVE MAINTENANCE AGREEMENTS WITH ERB ELECTRIC COMPANY FOR SEMI-ANNUAL MAINTENANCE FOR THE COURTHOUSE AND 911 GENERATORS**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and sign the Standby Generator Preventative Maintenance Agreements with Erb Electric Company for semi-annual maintenance for the Belmont County Courthouse and Belmont County 911 generators as follows:

- Courthouse Generator Make/Model: Generac QTO36 in the amount of \$350.00 per year.
- Belmont County 911 Generator Make/Model: Generac QT036 in the amount of \$525.00 per year.

**ERB Electric Company** OH: (740) 633-5055 WV: (304) 233-0161 Fax: (740) 633-5127  
500 Hall Street, Bridgeport, OH 43912 Contractor's Licenses; WV #003498, OH #023478

**Standby Generator Preventative Maintenance Agreement**

This agreement made this 5<sup>th</sup> day of March, 2014 between Erb Electric Company and:

Customer Name: Belmont County Commissioners  
Address: 101 W Main Street  
City, State, Zip: St. Clairsville, Ohio 43950  
Telephone No.: (740) 699-2155  
Generator Make / Model: Generac QTO36

In consideration of this agreement herein contained:

- 1) Customer agrees to remit the amount of \$350.00 per 1 unit for a period of one year payable within 30 days after receipt of invoices from Erb Electric.
- 2) Erb Electric agrees to perform preventative maintenance service per the attached form 2 times a year at approximately 6 month intervals. Erb Electric shall inspect and report on any noted problems with the unit and recommend any corrective action. Erb Electric will perform normal preventative maintenance on the power system which includes the following items.
  - Replace engine oil and filter per maintenance schedule (minimum one per year) and inspect lubricating system.
  - Replace air filter element as required.
  - Replace fuel filter and clean fuel strainer as required.
  - Inspect and pressure test coolant system, add rust inhibitor and antifreeze to system as needed and check all components. (Air cooled units: clean and inspect cooling fins.)
  - Replace antifreeze and flush cooling system every five years.
  - Inspect all rubber belts and hoses.
  - Service batteries, cables, and terminals. Check and adjust charging system.
  - Check starter and starting system.
  - Check A.C. generator, clean, adjust, and lubricate as required.
  - Inspect transfer switch, clean, adjust and test all models, both with and without loads.
  - Test exercise system, reset to owner's request as required.
  - Load test entire system (with owner's authorization).
  - Provide a written report on the condition of the unit after service is completed.
- 3) The customer authorizes Erb Electric to perform repairs deemed necessary for proper operation of standby power system at time of service. The cost of any repairs shall not exceed \$100.00 without getting proper advance authorization prior to repairs and shall be included in the service report. Repairs exceeding this amount will be referred to the customer for action or additional authorization. The cost of these additional repairs will be charged at Erb Electric's prevailing labor rate plus parts cost and prevailing mileage rates should additional trips be required.
- 4) Erb Electric warrants its work for a period of thirty days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, overloading or speeding, repairs made by someone other than Erb Electric, fire, flood, vandalism, theft or any other act beyond the control of Erb Electric.
- 5) Failure of any parts installed during the course of a maintenance service will be covered by the manufacturer warranty.
- 6) Either party may cancel this agreement within thirty days written notification.

**Signed**

Matt Coffland /s/ Ginny Favede /s/

Owner or Owner's Agent

3/19/14

Candy Hammond /s/

Erb Electric Company

3/24/14

**Please check one:**

Annual

Semi-Annual

\$ 350.00

Per Unit

Per Unit

**Note:** Please sign and return.

**APPROVED AS TO FORM:**

David A Liberati /s/

PROSECUTING ATTORNEY

**ERB Electric Company**  
500 Hall Street, Bridgeport, OH 43912 OH: (740) 633-5055 WV: (304) 233-0161 Fax: (740) 633-5127  
Contractor's Licenses; WV # 003498, OH # 023478

**STANDBY GENERATOR PREVENTATIVE MAINTENANCE AGREEMENT**

This agreement made this **5th** day of **March, 2014** between Erb Electric Company and:

Customer Name: **Belmont County 911**  
Address: **68331 Bannock Road**  
City, State, Zip: **St. Clairsville, Ohio 43950**  
Telephone No.: **740-695-9404**  
Generator Make / Model: **Generac QT036**

In consideration of this agreement herein contained:

- 1) Customer agrees to remit the amount of **\$525.00** per **4** unit(s) for a period of one year payable within 30 days after receipt of invoices from Erb Electric.
- 2) Erb Electric agrees to perform preventative maintenance service per the attached form **2** times a year at approximately **6** month intervals. Erb Electric shall inspect and report on any noted problems with the unit and recommend any corrective action. Erb Electric will perform normal preventative maintenance on the power system which includes the following items.
  - Replace engine oil and filter per maintenance schedule (minimum one per year) and inspect lubricating system.
  - Replace air filter element as required.

- Replace fuel filter and clean fuel strainer as required.
  - Inspect and pressure test coolant system, add rust inhibitor and antifreeze to system as needed and check all components. (Air cooled units: clean and inspect cooling fins.)
  - Replace antifreeze and flush cooling system every five years.
  - Inspect all rubber belts and hoses.
  - Service batteries, cables, and terminals. Check and adjust charging system.
  - Check starter and starting system.
  - Check A.C. generator, clean, adjust, and lubricate as required.
  - Inspect transfer switch, clean, adjust and test all models, both with and without loads.
  - Test exercise system, reset to owner's request as required.
  - Load test entire system (with owner's authorization).
  - Provide a written report on the condition of the unit after service is completed.
- 1) The customer authorized Erb Electric to perform repairs deemed necessary for proper operation of standby power system at time of service. The cost of any repairs shall not exceed \$100.00 without getting proper advance authorization prior to repairs and shall be included in the service report. Repairs exceeding this amount will be referred to the customer for action or additional authorization. The cost of these additional repairs will be charged at Erb Electric's prevailing labor rate plus parts cost and prevailing mileage rates should additional trips be required.
  - 2) Erb Electric warrants its work for a period of thirty days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, overloading or speeding, repairs made by someone other than Erb Electric, fire, flood, vandalism, theft or any other act beyond the control of Erb Electric.
  - 3) Failure of any parts installed during the course of a maintenance service will be covered by the manufacturer warranty.
  - 4) Either party may cancel this agreement within thirty days written notification.

**Signed**

Matt Coffland /s/ Ginny Favede /s/

Owner or Owner's Agent

3/19/14

Date

     x      Semi-Annual

Candy Hammond /s/

Erb Electric Company

3-24/14

Date

\$525.00 Per Unit

**Note:** Please sign and return.

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSIONER  
FAVEDE TO SIGN THE STATE APPALACHIAN GRANT PROGRAM AGREEMENT  
BETWEEN OHIO DEVELOPMENT SERVICES AGENCY AND COMMISSIONERS/BCSSD**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commissioner Ginny Favede to sign the State Appalachian Grant Program agreement between the Ohio Development Services Agency and Belmont County Commissioners, Grant No. S-P-13-1AG-1, for the period beginning March 1, 2014 and ending April 30, 2015 in the amount of \$100,000.00; this is for the sanitary sewerline and 2 items of equipment to increase the capacity of Belmont County Sanitary Sewer District and connect the Ohio Valley Mall.

**STATE OF OHIO  
GOVERNOR'S OFFICE OF APPALACHIA  
STATE APPALACHIAN GRANT PROGRAM  
GRANT AGREEMENT**

**F.T.I. Number: 346000236**

**Grant Number: S-P-13-1AG-1**

This Grant Agreement (this "Agreement") is made and entered into between the **Ohio Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and **Belmont County Commissioners**, located at **101 West Main Street, Courthouse, St. Clairsville, OH 43950-1264**, (the "Grantee"), for the period beginning **March 1, 2014** and ending **April 30, 2015** (the "Grant Period").

**BACKGROUND INFORMATION**

- A.** Amended Substitute House Bill No. 153 of the 129th General Assembly has provided for an appropriation of funds to Grantor.
- B.** Pursuant to Amended Substitute House Bill No. 153, Grantor, through the Governor's Office of Appalachia, is to utilize these funds to provide financial assistance to projects in Ohio's Appalachian counties in order to further the goals of the Appalachian Regional Commission.
- C.** As required by Amended Substitute House Bill 1 of the 128<sup>th</sup> General Assembly, Grantee has met Appalachian Regional Commission eligibility requirements.
- D.** Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree, as follows:

**STATEMENT OF THE AGREEMENT**

- 1. Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$100,000.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **State Appalachian Grant Program**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work," which is attached hereto, made a part hereof and incorporated herein by reference. The award of Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- 2. Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
- 3. Use of Grant Funds.** Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds can be maintained by Grantee and expended on activities included in Attachment A. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this

Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report" as listed in Attachment B, which is attached hereto, made a part hereof and incorporated herein by reference. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.

6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Office of Community Development Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at: [http://development.ohio.gov/cs/cs\\_fiscalforms.htm](http://development.ohio.gov/cs/cs_fiscalforms.htm).

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in Attachment D, which is attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** Grantee shall ensure that the Grant Funds are audited according to the requirements of Attachment E, " Grant Administration Guidelines-Audits."

12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **Prevailing Wage.** In accordance with the Ohio Revised Code (ORC) Chapter 4115, construction projects involving Ohio grant funds may require the payment of prevailing wage for workers involved in any construction activity on the project property during the course of construction of the defined project. The Ohio Department of Commerce (ODC), Bureau of Wage & Hour, will make any final determination on the matter of payment of Prevailing Wage. If it is determined by ODC, Bureau of Wage & Hour, that the payment of prevailing wage is required, then in accordance with ORC Section 4115.071, Grantee shall designate a Prevailing Wage Coordinator who shall be vested with all the powers, duties and responsibilities required by law of a Wage Coordinator during the life of the grant. The parties agree that it is the responsibility and the duty of Grantee to comply with all prevailing wage requirements as set forth in ORC Chapter 4115, and which may be lawfully imposed by ODC.

14. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 16, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

15. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. **Termination.**

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

1. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
2. Failure of Grantee to submit any report required by this agreement that is complete and accurate.
3. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 17 of this Agreement.

17. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

19. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the

execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

**20. Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

**21. Adherence to State and Federal Laws, Regulations.**

**a. General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withhold and any and all other taxes or payroll withholdings required for all employees engaged by Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

**b. Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and Section 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

**c. Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

**22. Outstanding Liabilities.** Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

**23. Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of Grant Funds, Grantee shall be required to return all Grant Funds immediately pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

**24. Miscellaneous.**

**a. Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

**b. Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

**c. Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

**d. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

**e. Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of Grantor, to:  
Ohio Development Services Agency  
Office of Community Development  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Deputy Chief

2. In the case of Grantee, to:  
Belmont County Commissioners  
101 West Main Street, Courthouse  
St. Clairsville, OH 43950-1264  
Attn: Ginny Favede, President

**f. Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

**g. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

**h. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

**GRANTEE:**  
 Belmont County Commissioners  
 Ginny Favede, ~~President~~  
 By: Ginny Favede /s/  
 Printed Name: Ginny Favede  
 Title: Commissioner  
 Date: 3/19/14  
 APPROVED AS TO FORM:  
David K. Liberati /s/ (Assistant  
 PROSECUTING ATTORNEY

**GRANTOR:**  
 State of Ohio  
 Development Services Agency  
 David Goodman, Director  
 By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION  
 PRESIDENT TO SIGN THE SUBGRANT AWARD AGREEMENT FOR THE  
 PURCHASE OF 12 NOTEBOOK PC'S FOR THE SHERIFF'S PATROL FLEET**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Matt Coffland to sign the Subgrant Award Agreement for the purchase of 12 Panasonic Toughbook Notebook PC's for the Sheriff's Patrol fleet as follows:

Subgrant No. 2013-JG-A02-6646  
 Subgrantee: Belmont County Commissioners  
 Implementing Agency: Belmont County Sheriff's Office  
 Award Periods: 1/1/2014 to 12/31/2014  
 Award Amounts: OCJS Funds: \$ 9,690.08  
 Cash Match: 3,230.04  
 Inkind Match: 0.00  
 Project Total \$12,920.12

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION  
 PRESIDENT TO SIGN THE OAKVIEW JUVENILE RESIDENTIAL CENTER'S  
 INITIAL BUDGET REQUEST TO THE OHIO DEPT. OF YOUTH SERVICES FOR FY 2015**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Matt Coffland to sign the Oakview Juvenile Residential Center's initial Budget Request to the Ohio Department of Youth Services for FY 2015 in the amount of \$1,108,732.46.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE  
 AGREEMENT FOR PIPELINE PROJECTS AND COMPRESSOR PROJECTS  
 AND INFRASTRUCTURE WITH RICE OLYMPUS, LLC**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Rice Olympus, LLC, for the use of 0.57 miles of County Road 78 (Chapel Hill Road) for the purpose of ingress and egress for pipeline activity at the Blue Thunder to Bigfoot Pipeline.

*Note: Bond No. B008543 in the amount of \$114,000 provided for this project.*

**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 Rice Olympus, LLC, whose address is 171 Hillpointe Dr., Suite 301, Canonsburg, Pennsylvania 15317 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county roads within Smith 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 certain facilities [Blue Thunder to Bigfoot Pipeline], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Blue Thunder to Bigfoot Pipeline] (hereafter collectively referred to as "Pipeline Activity") located in Smith Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.57 miles of CR-78 (Chapel Hill Road), for the purpose of ingress to and egress from the pipeline facilities [Blue Thunder to Bigfoot Pipeline], for traffic necessary for the purpose of constructing the pipeline facilities [Blue Thunder to Bigfoot Pipeline] (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-78 (Chapel Hill Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR 149 and ending at the proposed access driveway 1,200ft south of T-229. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-78 (Chapel Hill Road) for any of its Pipeline Activities hereunder.

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

3. 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.

4. 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.

5. 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 be in an amount of \$114,000 & 00/100 DOLLARS (\$ 200,000 .00) per mile. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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”.

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

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

13. 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.

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

15. This Agreement shall be in effect on March 19, 2014.

Executed in duplicate on the dates set forth below.

**Authority**  
By: Matt Coffland /s/  
Commissioner/Trustee

**Operator**  
By: Tonya R. Winkler /s/

By: Ginny Favede /s/  
Commissioner/Trustee

Printed name: Tonya R. Winkler

By: \_\_\_\_\_  
Commissioner/Trustee

Company Name: Rice Olympus Midstream, LLC

By: Fred F. Bennett /s/

Title: Midstream Permitting & Compliance Manager

County Engineer  
Dated: 3-19-14  
Approved as to Form:  
*David K. Liberati /s/ (Assistant)*  
County Prosecutor

Dated: March 11, 2014

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Upgrade County Roads in accordance with the attached plans and/or county standards.
- 3) Maintain County Roads during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 4) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Pipeline Activities.
- 5) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 6) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

Primary Contact:

Matt Fahey  
Construction Manager, Rice Olympus Midstream, LLC  
Office – 724-746-6720  
Cell- 724-914-3683  
Email – [Matt.Fahey@riceenergy.com](mailto:Matt.Fahey@riceenergy.com)

Secondary Contact:

Justin Trettel  
Director of Engineering & Construction, Rice Olympus Midstream, LLC  
Office – 724-746-6720  
Cell – 724-884-5468  
Email – [Justin.Trettel@rieenergy.com](mailto:Justin.Trettel@rieenergy.com)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REJECTING ALL BIDS RECEIVED TO REMOVE AND REPLACE THE HVAC SYSTEM AT THE BCDJFS-MARTINS FERRY BUILDING AND TO REBID THE SAME**

Motion made by Mr. Coffland, seconded by Mrs. Favede to reject all bids received to remove and replace the HVAC system at the Belmont County Department of Job & Family Services-Martins Ferry Building and to rebid the same.

*Note: This action is being taken due to an omission in the original bid specs.*

**BELMONT COUNTY COMMISSIONERS  
LEGAL NOTICE**

Advertisement for Invitation for Bids

Notice is hereby given that sealed bids will be accepted by the Belmont County Commissioners: Remove and replace HVAC system at the Belmont County Department of Job & Family Services-Martins Ferry Building, located at 302 Walnut Street, Martins Ferry, Ohio 43935. Specifications for this project may be obtained during the mandatory pre-bid meeting scheduled for April 3, 2014 at 9:00 a.m. at the main entrance of 302 Walnut Street.

Bids are to be addressed to the Belmont County Commissioners at the address below with the bidder and project names marked on the outside of the envelope. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Belmont County Commissioners' Meeting Room at the time & date listed below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Remove and replace HVAC system at the Belmont County Department of Job & Family Services-Martins Ferry Building

**DUE DATE/TIME:** April 9, 2014 at 10:00 a.m.

**MAIL OR DELIVER TO:** Belmont County Commissioners  
101 West Main Street  
St. Clairsville, Ohio 43950

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.

Any questions regarding these requirements should be directed to Jack Regis, Facilities Manager for Belmont County, at (740) 310-3402.

BY ORDER OF THE BOARD OF COMMISSIONERS  
OF BELMONT COUNTY, OHIO  
JAYNE LONG /S/  
JAYNE LONG, CLERK OF THE BOARD

**Times Leader Advertisement: March 25 and April 1, 2014**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING A COPY OF THE JUVENILE COURT'S 2013 ANNUAL REPORT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to accept a copy of the Belmont County Juvenile Court's 2013 Annual Report as submitted by Judge J. Mark Costine per ORC 2151.18.

Upon roll call the vote was as follows:

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

**IN THE MATTER AUTHORIZING THE SIGNING AND SUBMITTAL OF THE EMPG BUDGET CERTIFICATION TO THE OHIO EMA ON BEHALF OF BELMONT CO. EMA**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Matt Coffland to sign the 2014 Emergency Management Performance Grant (EMPG) Budget Certification to the Ohio EMA, in the amount of \$128,466.00, on behalf of the Belmont County Emergency Management Agency.

**2014  
EMERGENCY MANAGEMENT PERFORMANCE GRANT  
(EMPG)  
BUDGET CERTIFICATION  
Belmont County**

The following total certified amount is provided to certify the fiscal year budget for our County Emergency Management Agencies:

**Total Certified Amount: \$128,466.00**

**\* \$2,000.00 of this total is not eligible for reimbursement under the Emergency Management Planning Grant. (see attached 2014 Appropriations list)**

This amount is according to County Budget figures located on Page #45\_ of Commissioners Journal Volume #95 dated January 2, 2014.

To the best of my knowledge and belief, all data on this application is true and correct. The applicant will comply with assurances provided in the initial application guidance.

Matt Coffland /s/

Matt Coffland, President

Belmont County Board of Commissioners

Date: 3/19/14

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE AGREEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM FOR FEMA-DR-4002.22R-OH DECLARED JULY 13, 2011**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and sign the agreement for the Hazard Mitigation Grant Program-CFDA 97.039 for FEMA-DR-4002.22R-OH declared July 13, 2011 in the amount of \$41,020.00 for the period effective February 15, 2014 and ending February 14, 2016; this is to acquire and demolish one repetitively flooded residential structure in Belmont County.

**OHIO DEPARTMENT  
OF PUBLIC SAFETY**

**John R. Kasich, Governor  
John Born, Director  
Nancy J. Dragani  
Executive Director  
Emergency Management Agency  
2855 West Dublin-Granville Road  
Columbus, Ohio 43235-2206  
(614) 889-7150  
[www.ema.ohio.gov](http://www.ema.ohio.gov)**

**STATE-LOCAL GRANT AGREEMENT  
HAZARD MITIGATION GRANT PROGRAM – CFDA 97.039  
FEMA-DR-4002.22R-OH  
DECLARED JULY 13, 2011**

This Grant Agreement (the "Agreement") is made and entered into by, and between, the State of Ohio, Department of Public Safety, Ohio Emergency Management Agency, located at 2855 West Dublin-Granville Road, Columbus, Ohio 43235-2712 (herein referred to as the "Grantee"); and, **Belmont County Commissioners**, located at **101 W. Main Street, St. Clairsville, Ohio 43950** (herein referred to as the "Sub-grantee").

**This agreement will be in effect for the period beginning February 14, 2014 and ending February 14, 2016.**

1. Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121, et. Seq. ("Stafford Act") as amended, the Federal Emergency Management Agency ("FEMA") has been authorized by Congress to make grants to states to mitigate natural disasters. The Ohio Emergency Management Agency ("Ohio EMA"), has received grant funds for that purpose.
2. The Ohio Emergency Management Agency has been designated as the Grantee to receive, administer, and disburse FEMA mitigation funds for local government mitigation projects in areas of Ohio and to provide technical assistance with the Hazard Mitigation Grant Program (HMGP). The HMPG is authorized by Section 404 of the Stafford Act, Public Law 93-288. Grantee shall monitor and evaluate the implementation of mitigation projects and control the disbursement of HMGP funds from FEMA.
3. **Belmont County** is the Sub-grantee and has submitted an application, which is incorporated herein by reference, to the Grantee setting forth a list of activities (herein referred to individually a "Project"). The Grantee and FEMA have approved the Projects along with any exceptions that have been made prior to signing of this agreement. The Sub-grantee agrees to complete the Project within two years of FEMA approval, unless a time extension is granted by the Grantee.
4. Sub-grantee shall participate in the development of, and shall coordinate and monitor the implementation of the local hazard mitigation measures; and shall regulate and control development within hazardous areas.
5. Sub-grantee has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds. The financial management system must comply with 44 Code of Federal Regulations (CFR) Part 13, OMB Circular A-87, and Auditor of State Bulletin 99-05.
6. Sub-grantee shall use the mitigation funds solely for the approved scope of work in the Project. Only those costs, which are allowable as defined in 44 CFR Part 13, Part 206, Part 207 and OMB Circular A-87, will be paid:
  - a. This Grant Agreement in the amount of **\$41,020.00** ("Funds") will serve as the contract between the Grantee, Ohio EMA and the Sub-grantee for the Purpose of the approved project. This grant amount represents the total Federal, State and Local share of the cost of the Project plus in-direct management cost allowance as described below.

- b. Total estimated cost of the mitigation project is **\$ 40,020.00**  
 Total HMGP (Federal) contribution is: **\$ 30,015.00**  
 Total Share of Ohio contribution is: **\$ 5,003.00**  
 Total Local contribution is: **\$ 5,002.00**
- c. Total in-direct management cost allowance is **\$1,000.00**. In-direct management cost funds are to be used to offset in-direct costs, administrative expenses, and other expenses not directly chargeable to a specific project that are reasonably incurred in administering and managing the mitigation project (e.g., travel, telephone, supplies, etc.).
- d. Sub-grantee agrees to provide the necessary local cost share as required by 44 CFR Part 13.24 and the funding will be available within the specified period of time for completion of the Projects. Documentation of the use of the local cost share is required.
- e. Obligations of Grantee are subject to provisions of Section 126.07 of the Ohio Revised Code.
- 7. Sub-grantee shall return to Grantee any HMPG and State funds, which are not supported by audit or other federal or state review of documentation maintained by the Sub-grantee. (44 CFR Part 13.26)
- 8. Sub-grantee shall maintain records for the period set forth in 44 CFR Part 13.42 and shall give state and federal agencies access to, and the right to examine all records and documents related to use of mitigation funds.
- 9. Sub-grantee shall comply with all applicable state and local ordinances, laws, regulations, building codes and standards applicable to this Project.
- 10. Sub-grantee agrees to maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP; and agrees to bring into NFIP compliance all structures identified through Community Assistance Visits (CAV's) to the maximum extent possible. Failure to enforce NFIP requirements for all development in identified flood hazard areas will result in the Sub-grantee repaying the HMGP and state funds related to the Project.
- 11. Sub-grantee shall comply with 44 CFR part 13.36 in all procurements, including the contract provisions found in subsection 13.36 (i)(l)-(13). In particular,
  - a. Sub-grantee shall comply, as applicable, with provisions of federal laws and regulations pertaining to labor standards, and the State of Ohio Prevailing Wages laws and regulations.
  - b. Sub-grantee shall not enter into any contract with any party which is debarred or suspended from participating in federal assistance programs, or is otherwise ineligible pursuant to E.O. 12549, Debarment and Suspension, as implemented at 44 CFR Part 67.
- 12. Sub-grantee has read, understands, and shall comply with the State of Ohio Audit Requirements/Compliance Standards (attached), and OMB Circular A-133.
- 13. Sub-grantee shall submit to the Grantee quarterly progress reports (QPR), due the 15<sup>th</sup> day of the month following the end of the quarter on the following schedule:
  - a.
 

January – March	Due April 15
April – June	Due July 15
July – September	Due October 15
October – December	Due January 15
  - b. Failure to provide the required reports will result in suspension of grant funds until the required reports are provided and approved by the Grantee.
- 14. Prior to project close-out, the sub-grantee is responsible for entering project summary data into the State Hazard Analysis Resource and Planning Portal (SHARPP). Examples of data to be entered into SHARPP include but are not limited to: property photos, copies of deed restrictions, project financial information, latitude/longitude of mitigated properties etc. The Sub-grantee also agrees to utilize SHARPP to monitor properties acquired with Hazard Mitigation Assistance funds to ensure compliance with open space requirements.
- 15. DEED RESTRICTIONS  
 Sub-grantee agrees to the following assurance for projects, which involve acquisition and relocation:
  - a. The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed:
    - 1. The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and
    - 2. No new structure(s) will be built on the property except as indicated below:
      - a. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
      - b. A rest room; or
      - c. A structure that is compatible with open space, recreational, or wetland management usage and proper floodplain management policies and practices, which the Director approves in writing before the construction of the structure begins.
    - 3. After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal or State entity or source, and no Federal or State entity or source will provide such assistance.
  - a. In general, allowable open space, recreational, and wetland management uses include: parks for outdoor recreational activities; nature reserves; cultivation; grazing; camping except where adequate warning time is not available to allow evacuation; temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes and recreational vehicles); unimproved, previous parking lots; and buffer zones.
  - b. Any structures built on the property according to A. above, shall be floodproofed or elevated to the 100 year Base Flood Elevation plus one foot of freeboard.
  - c. Title to the property may be transferred only to another governmental entity, with the approval of the Grantee and the FEMA V Regional Administrator. The Sub-grantee will retain all development rights to the land.
- 16. Sub-grantee shall comply with all applicable federal, state and local ordinance, laws, regulations, requirements, labor standards, building codes and standards as pertains to this project and identified in 44 CFR Part 13, and agrees to provide maintenance as appropriate.
- 17. ENFORCEMENT (44 CFR PART 13.43)
  - a. If the Sub-grantee fails to comply with the terms of the award, whether stated in a federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
    - 1) Temporarily withhold cash payments pending correction of the deficiency;
    - 2) Disallow all or part of the cost of the activity or action not in compliance;
    - 3) Wholly or partly suspend or terminate the current award for the program;
    - 4) Withhold further awards for the program;
    - 5) Take other remedies that may be legally available.
  - b. In taking an enforcement action, the awarding agency and/or the Grantee will provide an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
  - c. Costs resulting from obligations incurred by the Sub-grantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
    - 1) The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable, and,

- 2) The cost would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes place.
- 18. ENVIRONMENTAL COMPLIANCE
  - a. Sub-grantee will comply with 44 CFR Part 10 Environmental Considerations, National Environmental Policy Act (NEPA), and other federal and state environmental laws and regulations in the implementation of the Project. The Grantee will provide the Sub-grantee with a signed copy of the Record of Environmental Considerations (REC) and supporting letters and documentation as soon as FEMA approves the project. The REC will identify any special conditions placed on the project that may impact demolition activities, the elevation of any structures, underground storage tanks, cutting of trees or removal of fences or vegetation and disposal of any materials in approved dump sites and so on.
  - b. Failure to comply with any environmental condition or requirement will result in the Sub-grantee reimbursing to the Grantee any federal or state funds expended on a property where environmental non-compliance has occurred.
- 19. CLOSE-OUT (44 CFR PART 13.50)
  - a. Sub-grantee will notify the Grantee as soon as the Project has been completed, and will provide a Final Progress Report and financial report within 30 days. Grantee will conduct a final site visit within 30 days of receiving the final progress report and financial report, and provide the Sub-grantee with a their findings within 30 days of the visit. The findings will outline the results of the site visit and in particular any upward or downward adjustment to allowable costs.
  - b. Sub-grantee will immediately refund any balance of un-obligated cash advanced that is not authorized to be retained for use on other grants.
  - c. The closeout of the grant does not affect the right of the awarding agency to disallow costs and recover funds on the basis of a later audit or other review, the obligation to return any funds due as a result of later refunds, corrections, or other transactions, records retention as required in Part 13.42, Property management requirements in Parts 13.31 and 13.32, and audit requirements in Part 13.26.
  - d. Any funds not returned within a reasonable period of time after request, may result in an administrative offset against other requests for assistance, withholding advance payments otherwise due, and other action permitted by law.
- 20. AUDIT REQUIREMENTS (OMB Circular A-133)
 

In accordance with the Single Audit Act of 1984 as amended and guidance described in OMB Circulars A-102, A-110 (if applicable), and A-133, the following procedures will assure compliance with those standards in the administration of the Hazard Mitigation Grant Program (HMGP) to eligible Sub-grantees, pursuant to a Presidential Declaration of major disaster in the State of Ohio.

  - a. The Governor’s Authorized Representative (GAR) will provide the Auditor of State a listing of all State agencies and local governments which have been approved to receive Federal funds under the HMGP. This will serve as notice to State field examiners to inquire about the funds at the time of the respective Sub-grantees single audit, ensuring at a minimum, the inclusion of those funds in the Audit Report’s “Schedule of Federal Financial Assistance”.
  - b. The Sub-grantee has the obligation to comply with all applicable rules and regulations of the HMGP, to include OMB Circulars A-87, A-102, A-110, A-128 and A-133, if appropriate. If the applicant desires copies of the OMB Circulars, they are available from the County and/or State Auditor’s Office.
  - c. The Single Audit Act of 1984 as amended requires local governments, state agencies/departments, and private non-profit organizations expending a total of \$500,000.00 or more in federal financial assistance in any fiscal year to have a single audit performed.  
Those local governments, state agencies/departments, or private non-profit organizations expending less than \$500,000.00 in federal financial assistance must supply the GAR with a letter from a clerk/treasurer, for each fiscal year HMPG funds are received, certifying that status.
  - d. Audit reports must be sent to the GAR by the Sub-grantees within one (1) month of Audit Report publication. Failure to do so, without reasonable justification, could result in suspension of any further advances of funds or final reimbursement by the GAR under the HMGP.
  - e. If during any single audit the Sub-grantee has been informed of non-compliance findings regarding this program, the Sub-grantee shall verbally notify the GAR immediately and prior to publication of the Audit Report.
  - f. The Sub-grantees will correct the finding(s) within thirty (30) days of written notification of non-compliance, if not sooner, and notify the GAR in writing of the actions taken.
  - g. Findings against the Sub-grantee remaining uncorrected by the Sub-grantee will be deducted from the applicant’s final reimbursement by the GAR in the amount of funds questioned in the Audit Report. If the GAR has already dispersed final settlement, and a subsequent audit report identifies non-compliance by the Sub-grantee, collection proceedings will be initiated by the GAR against the Sub-grantee in the amount of the questioned costs.
  - h. Throughout the lifetime of the HMGP, it is the responsibility of the Sub-grantee to inform the State (or private) examiner of their participation in this program at the time of their single audits.
  - i. The GAR will receive a listing from the State Auditor’s Office of any regular or single audits completed for each Sub-grantees jurisdiction/organization. The audits will not be forwarded to the GAR, this is an administrative requirement for each Sub-grantee to complete.
  - j. The GAR will review each audit report to assure that:
    - 1. If applicable the grant(s) received that fiscal year are included in the “Schedule for Federal Financial Assistance” portion of the Audit Report, and that the report properly addresses the HMGP, as required under the Single Audit Act and appropriate OMB guidance;
    - 2. Any of the program activities, which may have been tested by the State Examiner are in compliance with all regulations pertaining to the HMGP and single audit requirements;
    - 3. Audit findings against the Sub-grantee pertaining to this grant will be rectified within thirty (30) days of receipt of the Audit Report by the Sub-grantee, either with guidance from, or, established by the State.
  - k. From the onset of application approval, the GAR will work closely with the Sub-grantee to include site mid-program reviews and inspections of completed, approved projects by the GAR.

**STATE OF OHIO  
HAZARD MITIGATION GRANT PROGRAM (HMGP)  
GRANT AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Grant Agreement on the day and year set forth below:

**SUB-GRANTEE – Belmont County Commissioners**

Matt Coffland /s/ \_\_\_\_\_ 3/19/14

Date

Ginny Favede /s/ \_\_\_\_\_ 3/19/14

Date

\_\_\_\_\_ Date

**GRANTEE**

Nancy J. Dragani, Executive Director \_\_\_\_\_ Date  
Ohio Emergency Management Agency

APPROVED AS TO FORM:

David Liberati /s/

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION DESIGNATING  
A.C. WIETHE AS THE BOARD'S AGENT TO EXECUTE NECESSARY  
DOCUMENTS FOR THE HAZARD MITIGATION GRANT PROGRAM**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adopt the resolution designating A.C. Wiethe as the Board's agent to execute the necessary documents to obtain federal financial assistance for the Hazard Mitigation Grant Program-CFDA 97.039, FEMA-DR-4002.22R-OH declared July 13, 2011.

**DESIGNATION OF APPLICANT'S AGENT  
RESOLUTION**

BE IT RESOLVED BY the Board of Commissioners OF Belmont County  
(Governing Body) (Public Entity)

THAT A.C. Wiethe, Project Manager  
(Name of Incumbent) (Official Position)

is hereby authorized to execute for and in behalf of the Board of Commissioners  
of Belmont County, a public entity established under the laws of the State of Ohio  
this application and to file it in the appropriate State office for the purpose of obtaining certain  
Federal financial assistance under the Disaster Relief Act (Public Law 288, 23rd Congress) or  
otherwise available from the President's Disaster Relief Fund.

THAT Board of Commissioners of Belmont Co., a public entity established under the  
laws of the State of Ohio, hereby authorized its agent to provide to the State and to  
the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal  
disaster assistance the assurances and agreements as listed in the Grant Agreement.

Passed and approved this 19th day of March, 2014

Matt Coffland /s/  
Matt Coffland (Name and Title) President

Mark Thomas (Name and Title) Vice-President

Ginny Favede /s/  
Ginny Favede (Name and Title) Commissioner

**CERTIFICATION**

I, Jayne Long, duly appointed and Clerk of  
(Title)

Belmont County Commissioners, do hereby certify that the above is a true and correct copy of a  
resolution passed and approved by the Board of Commissioners of Belmont County  
(Governing Body) (Public Entity)

on the 19th day of March, 2014

Date: March 19, 2014

Clerk  
(Official Position)

Jayne Long /s/  
(Signature)

\*Name of Incumbent need not be provided in those cases where the governing body of the public entity desires to authorize any incumbent of the designated official position to represent it.

FEMA Form 90-83, MAR 81

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM PETTICORD &  
SON, INC. FOR PAINTER'S LABOR AND MATERIAL/ANIMAL SHELTER**

Motion made by Mr. Coffland, seconded by Mrs. Favede to accept the proposal from Petticord & Son, Inc. in the amount of \$3,645.00 for painter's labor and material for the Belmont County Animal Shelter.

**Petticord & Son, Inc.**

**10 Forest Park**

**Wheeling, WV 26003**

**WV000363**

**Estimate**

March 18, 2014

Belmont County Commissioners

Attn: Barbara Blake

100 W. Main Street

St. Clairsville, OH 43950

**Email Address: [barb.blake@co.belmont.oh.us](mailto:barb.blake@co.belmont.oh.us)**

Re: Belmont County Animal Shelter

Dear Barbara:

We will furnish painter's labor and material for the above referenced project, as follows:

- Lobby/Reception Area \$895.50
- Conference Room \$430.00
- Dianne's Office \$360.00
- Bathroom #1 \$183.00
- Bathroom #2 \$183.00
- Main Hallway Area \$895.50
- Procedure Room \$349.00
- Laundry Room \$349.00

Walls will be spot primed and two coats of 100% acrylic latex paint applied. Doors and frames will get one coat of Bronzetone Enamel.

We will do the above for the sum of **THREE THOUSAND SIX HUNDRED FORTY FIVE DOLLARS (\$3,645.00)**.

March 19, 2014

We carry Workmen's Compensation, Liability and Property Damage Insurance and employ union labor. Please call me if you have any questions at (304) 233-2727 or on my cell at (304) 281-1310.

Sincerely,

*Scott Petticord /s/*

Scott Petticord

DATE APPROVED 03/19/14

*Matt Coffland /s/*

*Ginny Favede /s/*

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Mike Bianconi asked if there was any new information regarding the TID/Mall Road Project. Mr. Coffland said the TRAC grant application will be put in with the TID being the applying agent. Mr. Bianconi asked that he be informed when the next TID meeting will be held.

County resident John Henthorne noted the poor county road conditions and asked if the board could provide additional monies to the Engineer. Mr. Coffland advised the board has been able to help the Engineer with \$500,000.00 for guardrail and bridge beams, which should allow Mr. Bennett to use his road and bridge funding for paving on that part. No additional funds for paving have been considered yet, but it's always something the board is thinking of. Mr. Henthorne suggested the board consider earmarking oil and gas monies for paving. Mr. Coffland said we have a lot of oil and gas activity going on. The Engineer's Department is doing a fantastic job in getting roads paved with oil and gas dollars from the Road Use and Maintenance Agreements (RUMAs). He pointed out on a map of all the roads paved by oil and gas dollars. Mrs. Favede added, "Thus far there's been \$3 million spent repaving Belmont County roads by the use of a RUMA, which is a state created document that requires the oil and gas company to improve or leave as it was the road the way they found it. Mr. Bennett will tell you we still in need of \$12 million in road improvements." She noted only 12 wells are actively being fracked right now and 65 are permitted. There will be more roads that are paved by the use of the RUMA's as we move forward on fracking more and more of those permitted wells. She advised we want to make sure we are not using county dollars, General Fund dollars, to pave roads that will ultimately be paved by the use of a RUMA, and use it on roads that won't be utilized. Deputy Engineer Mike Wahl is focusing on this by utilizing the maps and plotting that out. The money that the board gave to Mr. Bennett at the beginning of the year, the one-half million dollars, was for guardrails, but also for the purchase of 10 bridge beams. Mr. Wahl has also had bridges improved by oil and gas companies.

Mrs. Favede remarked that the other issue that needs addressed is the fact that we have been advocating for a severance tax increase. She said the Governor's mid-year budget is a little less than what she personally had hoped for, but as a region all of the oil and gas counties attended the testimony and testified for the severance tax to be returned to local governments to specifically offset infrastructure costs; specifically to roads and to water and sewer improvements. If we are successful, that money will come back directly in a separate fund specifically for road and bridges and water and sewer infrastructure. She stated, "That is crucial for our future."

**IN THE MATTER OF PUBLIC HEARING**  
**ROAD IMPROVEMENT 1122 RE: TEMPORARY**  
**CLOSING OF PORTION OF CR 104 SMITH RD**

**9:30 Public Hearing-Road Improvement #1122**

Engineer Fred Bennett advised the purpose of the hearing is due to Oxford Mining's request to temporarily close a portion of Co. Rd. 104, (Smith Road) to strip mine through it and then replacing it. It is Mr. Bennett's recommendation that it be approved contingent upon an agreement between the Commissioners and the coal company. He advised one option would be to close the road completely and one would be to have the coal company put in a temporary road, or deny the request all together. The board reviewed maps presented by Mr. Bennett. The board opened the floor for comments. Pat Kovacs, a resident of Co. Rd. 104, said he was not here to object to the road closing, but expressed concerns about heavy equipment traveling on the road. He spoke of times in the past when coal company vehicles and equipment tore up the roads and they were never repaired. He also has concerns of two bridges that will need repaired if they use them at the bottom of the hill. He said he has no problem with the road closure, but asked who will maintain from 149 to that spot. Mr. Bennett stated it needed to be determined if the coal company intended to use that road. Mr. Kovacs suggested a haul road be built. Mr. Bennett noted Oxford Mining has done a lot of stripping in the county and we have had a lot of cooperation from them. Mr. Coffland asked to hear the plan from the coal company. Lonnie Fields introduced himself as a representative from Oxford Mining. He said the usage of 104, their activity will be minimal. He said there may be pickup truck traffic. He pointed on the map a different route that will be used for hauling coal. They do not anticipate a lengthy mining and then road repair time. He estimated possibly three to six months to make the cut in the road. He said they will be hauling in and out through the property itself and not the road. Mr. Coffland asked if the board could get that written in an agreement. Mr. Bennett stated if they had any oversize loads, they would have to get a permit from him. Mr. Kovacs was asked by Mr. Coffland if the residents were not opposed to a cut of the road. Mr. Kovacs said they were not opposed, but are just concerned about maintenance. Mr. Coffland asked for time to review to accommodate as many people as possible. It was decided to continue the hearing until an agreement could be prepared regarding safety factors and stating no use of the county road for hauling coal and heavy equipment.

**IN THE MATTER OF CONTINUING THE HEARING ON**  
**ROAD IMP. #1122/ENGINEER**

Motion made by Mr. Coffland, seconded by Mrs. Favede to continue the hearing on Road Improvement #1122, to work on an agreement with the coal company to the satisfaction of the Engineer, the Commissioners and the residents of Belmont County.

Upon roll call the vote was as follows:

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

**9:45 Mike Schlantz and Lori O'Grady, BCDJFS**

**Presentation re: Job Fair and Jobs Ohio name change**

Mike began the presentation advising the State of Ohio has mandated rebranding of all the job centers from the name Connections to Ohio Means Jobs to give name recognition throughout the state and consistency to all the job centers. The Martins Ferry office is now known as Ohio Means Jobs Belmont County. The state issued \$6,000.00 to each county to assist with this name transition and to get the word out to the public. Belmont County had several new signs made and one existing sign was changed. This was done at no cost to the county. The new website is [ohiomeansjob.com/Belmont](http://ohiomeansjob.com/Belmont). With some of the money they did advertising that fell into the upcoming Job Fair. It will be held Wednesday, March 26, from 12:00 p.m. to 4:00 p.m. at the Ohio Valley Mall. This will be the 8<sup>th</sup> annual Job Fair. Last year saw a great turnout with 100 vendors and hundreds of job seekers. The Job Fair was very successful with many people being hired from this event. It is anticipated this years' event will also be very successful. As of today there are 105 businesses signed up and a potential oil and gas company may be added. A wide variety of businesses are being represented.

Commissioner Favede stressed the name change was state mandated and stated funded. There were no county dollars spent. The address and phone number for the Ohio Means Jobs Belmont County is 302 Walnut St., Martins Ferry, OH, (740) 633-5627. They are located in the lower level of the building. Mr. Schlantz provided a few statistics: in January, 2013 they had 608 customer visits and in January, 2014 the number was 721. In February, 2013 there were 605 customer visits, with the number being 660 in February, 2014.

Mr. Schlantz advised that the WIA Program in the past program year, their Workforce Area 16, met or exceeded all performance standards pertaining to serving adults, youth and dislocated workers. He noted a real increase in request for training assistance through their program for Class A CDL drivers. Mrs. Favede said the board would be hosting a presentation here in the Commissioners' office with Belmont College. They received accreditation to present a CDL training program. There is a tremendous need for CDL drivers.

Mr. Coffland and Mrs. Favede thanked Mr. Schlantz and the staff at the Martins Ferry office. Also offering his thanks was Johnny Waugh for the help given to the RG Steelworkers who have been permanently laid off and needed training and are seeking new employment.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:00 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter executive session with David Hacker, Senior Services Program Coordinator and Lori O'Grady, BCDJFS HR Manager, Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:35 A.M.**

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

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 10:36 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 10:36 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 26th day of March, 2014.

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COUNTY COMMISSIONERS

Mark A. Thomas - Absent

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

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CLERK