

St. Clairsville, Ohio

March 26, 2014

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

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

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

**"BILLS ALLOWED"**

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

Claim of	Purposes	Amount
A-Barrett Brothers	Cost bills-Clerk of Courts/General Fund	112.00
A-Staples	Supplies-Public Defender/General Fund	181.25
A-Wheeling Office Supply	Supplies-Prosecutor/General Fund	302.13
E-Emergitech	Radio/telephone Headset interface/911 Fund	8,415.00
J-McGinnis & Associates, Inc.	Court reporting on BOR case/Real Estate Assessment Fund	90.00
N-ERB Electric	Install power for new radio system/911 Radio Tower Constr. Fund	17,200.00
P-Tri-State Electric	Equipment/SSD#2 Revenue Fund	2,680.00
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	1,085.00
S-Cardmember Service	Activities & supplies/Oakview Juvenile Residential Center Fund	121.06
S-Ohio Clerk of Courts	Annual Dues/Certificate of Title Adm Fund	2,128.00
S-PNC Bank	Visa bill/District Detention Home Fund	1,476.39
S-TSG	Offsite backup & license fees/Western Div. Ct. Computer Fund	596.36
S-United Bank	Armory property loan/Port Authority Fund	1,793.62
S- U S Postal CMRS-FP	Postage/Eastern Court General Special Projects Fund	10,000.00
S-Wal-Mart Community	Supplies & food/District Detention Home Fund	1,756.72
W-Matthew Bender & Co.	Books/Law Library Fund	451.04
Y-Belmont Co. Drug Task Force	Task Force monies/Belmont Co. Drug Task Force Fund	6,500.00
Y-Health Plan PPO	April premium/Employer's Share Holding Account	384,088.73

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for March 26, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$2,990.00; \$27,783.75; \$1,853.30
A-GENERAL/AUDITOR	\$600.17
A-GENERAL/EMA	\$2,732.45
A-GENERAL/JUVENILE COURT	\$12.85; \$1,412.04
A-GENERAL/PROBATE COURT	\$832.85
A-GENERAL/RECORDER	\$9,403.99
A-GENERAL/SHERIFF	\$6,792.99
A-GENERAL/911	\$182.65
B-Dog Kennel	\$2,496.04
H-Job & Family, Public Assistance	\$9,780.63
H-Job & Family, WIA	\$12,890.55; \$4,828.92; \$1,083.68
J-Real Estate Assessment	\$1,475.00
K-Engineer MVGT	\$173.84; \$26,491.94
M-Juvenile Ct. Placement Services	\$8,074.00
M-Juvenile Ct. Title IV Reimb	\$13,396.45
P-Oakview Admn Bldg.	\$3,573.03
P-Sanitary Sewer District	\$49,436.14; \$19,400.50; \$89,911.23; \$81,736.09
S-Certificate of Title Adm Fund	\$302.44
S-District Detention Home	\$3,446.59
S-Job & Family, Children Services	\$983.90; \$598.45
S-Juvenile Ct. Computer Fund	\$163.80
S-Juvenile Ct. Gen. Special Projects	\$174.75
S-Oakview Juvenile Residential Center	\$5,066.66
S-Senior Services	\$29,467.92
S-Sheriff Commissary	\$627.73
S-Western Ct. General Special Projects Fund	\$2,948.82
T-Sanitary Sewer District	\$278.27
U-Sheriff's Reserve Account	\$52.40

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN**  
**FUND FOR THE GENERAL FUND**

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

FROM	TO	AMOUNT
<i>Commissioners'</i>	<i>Common Pleas Court</i>	
E-0051-A001-A50.000 Budget Stabilization	E-0061-A002-B07.000 Jurors' Fees	\$40,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION**  
**CHARGEBACKS-MARCH AND APRIL, 2014**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for March and April, 2014.

E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	4,755.68
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	17,832.22
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	27,337.26
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	5,148.30
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	1,982.06
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	2,973.08
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	1,583.12
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	2,773.62
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	791.56
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	1,583.12
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	87,387.99
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	118,015.44
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	15,817.04
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,982.06
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	0.00
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	35,154.50
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	12,532.44
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	2,973.09
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	51,494.40
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,320.86
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	0.00
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	0.00
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	17,040.66
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00

**WATER DEPARTMENT**

E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,339.76
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	19,621.08
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	4,295.72
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	5,420.46
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	719.42
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	268.00

**COUNTY HEALTH**

E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	7,511.90
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	1,882.96
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	594.60
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	712.40
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	3,964.12
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	Healthy Homes	R-9891-Y091-Y01.500	0.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
E-2230-F082-F01.002	Personal Responsibility Ed Prog	R-9891-Y091-Y01.500	0.00

**Juv Court/Grants**

E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	2,773.62
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	3,964.12
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,964.12
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	<u>791.56</u>

**TOTALS** **479,302.34**

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	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 26, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **GENERAL FUND - \$76.50** paid into R-0050-A000-A45.500 Refunds & Reimbursements on 03/24/14 from Xerox Corp. for a credit refund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

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

**AUDITOR** – Pam Neff and Adam Quirk to travel to Logan, OH, on March 25, 2014, to attend a Board of Revision Seminar. A county car will be used. Estimated expenses: \$100.00

**DJFS** – Shelley Cooper and Jill Waller to travel to Marietta, OH, on March 27, 2014, to attend a one day training at Washington Co. DJFS. Estimated expenses: \$24.00

Lori O’Grady to travel to Wheeling, WV, on April 15, 2014, to attend OSHA Training. There is no charge for the training.

**SENIOR PROGRAM** – David Hacker and Barb Ballint to travel to Washington, PA, on April 2, 2014, to attend a meeting with XTO Energy. A county car will be used.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE ENGINEER TO PARTICIPATE IN THE ODOT’S CONTRACT FOR SODIUM CHLORIDE (ROCK SALT)**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution authorizing the Belmont County Engineer to participate in the Ohio Department of Transportation’s Winter Use Contract 018-15 for the purchase of sodium chloride (rock salt), effective November 1, 2014 to May 31, 2015.

**OHIO DEPARTMENT OF TRANSPORTATION - Office of Contracts, Purchasing Services**

Cooperative Purchasing Program Participation Agreement- Sodium Chloride (Rock Salt)

**(PLEASE NOTE: YOU MAY CHOOSE TO PARTICIPATE IN EITHER OR BOTH CONTRACTS)**

**RESOLUTION/ORDINANCE** as adopted for sodium chloride/rock salt to be procured by the ODOT through two separate contracts (a summer fill and winter use). A summer fill contract (Contract #418-15) that shall commence upon the date of contract award (May 8<sup>th</sup> estimated award date) and expire on October 31, 2014, and a Winter use contract (Contract #018-15) that shall commence November 1, 2014 and expire May 31, 2015;

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

**Now Therefore, Be it Ordained, Intending to Be Legally Bound That Fred F. Bennett P.E., P.S. (Authorized Agent of Political Subdivision)**

**Hereby Requests Authority in The Name of Belmont County Engineer (Political Subdivision)**

**Belmont County (County where Political Subdivision is located)**

**To Participate in the Ohio Department of Transportation’s Contract(s) for Rock Salt and Agrees:**

- 1) To be bound by the terms and conditions of the contracts 018-15 (Winter use) and 418-15 (Summer fill);
- 2) To be responsible for purchasing at minimum 90% of the total tonnage requested for your political subdivision (applies to 018-15 Winter use contract only);
- 3) To be responsible for purchasing the total tonnage amount (100%) of salt requested for the Summer Fill contract (418-15) only withstanding if the awarded vendor delivers within the time constraints set forth in the contract.
- 4) To be responsible for placing all orders for salt directly with the awarded vendor;
- 5) To be responsible for prompt payment directly to the vendor for quantities delivered under the contract(s);
- 6) To be responsible for resolving all disputes arising out of participation in the contract(s) and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract(s) pursuant to Ohio Revised Code Section 5513.01(b);

**MINIMUM TONNAGE REQUEST = 22 TONS (1 Truckload)**

<b>418-15 Summer Fill Contract – (100% of tonnage guaranteed) (Contract award date-October 31, 2014)</b>
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STOCKPILE LOCATION(S):	STOCKPILE CAPACITY:	TONS REQUIRED: (must purchase 100%)
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<b>018-15 Winter Use Contract-90/110% (Min/Max Tonnage) (Nov `1, 2014-May 31, 2015)</b>		
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STOCKPILE LOCATION(S):	STOCKPILE CAPACITY:	TONS REQUIRED: (90/110% min/max)
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Roscoe Garage		1650
Tacoma Garage		750
Neffs Garage		1100
<b>Total</b>		<b>3500 Tons</b>

Participating Political Subdivisions are intended beneficiaries under these contracts and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in these contracts (as applicable to each Political Subdivision) during the upcoming Summer fill up and winter season, upon award of the contract by ODOT to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of each contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of these contracts may invalidate participation for the following summer or winter season contracts.

This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services **prior** to the mailing of the Invitation to bid. Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

BELMONT COUNTY COMMISSIONERS

Ginny Favede /s/ Matt Coffland /s/ Mark A. Thomas /s/ 3/26/14  
 (Authorized Agent's Original Signature and Title) (Cannot be typed) (Date)  
 Matt Coffland, Ginny Favede, Mark Thomas – Belmont County Commissioners  
 (Print Exactly as Signed Above)  
 Belmont County Commissioners  
 (Political Subdivision and County)  
 101 W. Main Street, Courthouse  
 (Street) (P.O. Box)  
 St. Clairsville OH 43950 – 1260  
 (City) (State) (Zip plus 4)  
 Dayle Conaway or Dwayne Leach (740) 695-1580  
 (Contact Name Responsible for Ordering Salt) (Phone Number)  
[fbennett@belmontcountyengineer.com](mailto:fbennett@belmontcountyengineer.com)  
 (E-Mail Address) (This email address will be used to contact your entity for participation in future sale contracts)

**COMPLETED PARTICIPATION AGREEMENT AND RESOLUTION/ORDINANCE DUE BACK TO ODOT NO LATER THAN Tuesday APRIL 8<sup>TH</sup>. WE WILL ONLY BE ACCEPTING COMPLETED PARTICIPATION AGREEMENTS BY MAIL OR EMAIL (NO FAXES):**

**Email this completed participation agreement along with a resolution/ordinance adopted by your legislative body to: [contracts.purchasing@dot.state.oh.us](mailto:contracts.purchasing@dot.state.oh.us)**

**or**  
**Mail completed participation agreements along with resolutions/ordinances to:**

Ohio Department of Transportation  
 Purchasing Services, Mail Stop 4110  
 Attn: Jim Schurch  
 1980 West Broad St.  
 Columbus, OH 43223

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH CROSSROADS COUNSELING SERVICES, INC. ON BEHALF OF COURT OF COMMON PLEAS PROBATION DEPT.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into contract with Crossroads Counseling Services, Inc. for professional services, on behalf of Belmont County Court of Common Pleas Probation Department, effective March 1, 2014 to June 30, 2016. *Note: This contract is subject to the terms of the Ohio Department of Rehabilitation's Smart Ohio Pilot Funding Subsidy Grant that helps provide resources to the Court for alternative sentencing options for low-level, non-violent felony offenders using community based treatment programs.*

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is entered into this 26<sup>th</sup> day of March, 2014, by and between the Board of Commissioners of Belmont County, Ohio, (hereinafter referred to as "BOARD"), 100 Main Street, St. Clairsville, Ohio 43950, acting through the Belmont County Court of Common Pleas Probation Department, (hereinafter referred to as "THE COURT") and **Crossroads Counseling Services, Inc.**, 255 W. Main St. St. Clairsville, Ohio, (hereinafter referred to as "AGENCY") relative to the provision of non-exclusive professional services.

**1. TERM OF AGREEMENT:**

This agreement shall commence on March 1, 2014 and extend to June 30, 2016, and shall be subject to the terms of the Smart Ohio Pilot Funding Subsidy Grant Agreement from the Ohio Department of Rehabilitation and Correction and is, therefore, contingent upon the BOARD and THE COURT continuing to receive funds from said grant. This agreement shall terminate immediately in the event grant funds become unavailable.

This agreement may also be terminated, at any time by either party, upon first providing thirty (30) days written notice of intent to terminate, except that the agreement shall be immediately terminated by THE COURT for just cause.

**2. SERVICES:**

AGENCY agrees to provide the following services to THE COURT:

- a. Diagnostic Assessment services for Defendant/Offenders referred by THE COURT.
- b. Development of a comprehensive treatment plan for each Defendant/Offender referred by THE COURT who AGENCY deems in need of services.
- c. Group therapy sessions for Defendant/Offenders as prescribed in the treatment plan.
- d. Individual therapy sessions for Defendant/Offenders as prescribed in the treatment plan.
- e. Residential therapy sessions for Defendant/Offenders as prescribed in the treatment plan.
- f. Case Management services for Defendant/Offenders as prescribed in the treatment plan.
- g. Collaboration and communication with probation officers as needed in order to provide effective treatment and monitoring of Defendant/Offenders. This includes written Diagnostic Assessment reports, detailed quarterly progress reports, detailed termination reports and reports as needed by THE COURT.
- h. AGENCY and THE COURT to collaborate on any statistical reports (both fiscal and program) as requested by the state of Ohio, Department of Rehabilitation & Correction.
- i. Various training for probation officers on an as needed basis.
- j. AGENCY agrees to utilize only certified staff as defined by the state of Ohio for the delivery of all services.
- k. AGENCY agrees provide services to inmates at the Belmont County jail as needed.

**3. COMPENSATION:**

For all services rendered by AGENCY under this agreement, the AGENCY shall be paid at the following rate:

Out-Patient Services

Assessment	\$96.24 per hour	Individual	\$87.28 per hour
Group	\$38.08 per hour	Case Management	\$78.17 per hour
Intensive Outpatient	\$136.90 per day		

In-Patient Services

Awakenings	\$40.92 per day	New Outlook	\$61.38 per day
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Invoice for services to be provided electronically by AGENCY to THE COURT by the 7<sup>th</sup> business day of the month.

Upon receipt of a detailed monthly invoice (to include; name, DOB, case number, services provided) from AGENCY, THE COURT shall a) verify the information provided and b) submit same for payment to the county Auditor.

**4. DISCRIMINATION**

All parties agree that there will be no discrimination against any client, applicant, Defendant, Offender because of race, color, sex, religion, national origin, handicap or any other factor.

**5. RELATIONSHIP OF THE PARTIES:**

The parties intend that an independent contractor relationship will be created by this contract. THE COURT is interested only in the results to be achieved and the control of the work will lie solely with the AGENCY. The AGENCY is not considered an agent or employee of THE COURT for any purpose. It is further understood that THE COURT is free to contract for similar services to be performed by other agencies while under contract with AGENCY.

6. CONFIDENTIALITY:

AGENCY agrees and understands that it is the responsibility of the AGENCY not to divulge any confidential information that may be obtained from information provided by THE COURT or the BOARD.

-SIGNATURE PAGE-

The following representatives have caused this agreement to be executed below;

<u>Sandra L. Nicholoff /s/</u>	3-24-14
For Crossroads Counseling Services	Date
<u>Frank A. Fregiato Judge /s/</u>	3-20-14
For the Court of Common Pleas	Date
<u>John M. Solovan II /s/</u>	3-20-14
For the Court of Common Pleas	Date
<u>Ginny Favede /s/</u>	3/26/14
Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	3/26/14
Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	3/26/14
Belmont County Commissioner	Date

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A VENDOR AGREEMENT WITH ZEAKE'S SUNOCO AND CARRYOUT AND SUN SHOP EXXON AND CARRYOUT/BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Vendor Agreement with Zeake's Sunoco and Carryout, and Sun Shop Exxon and Carryout on behalf of Belmont County Department of Job and Family Services in the maximum amount of \$5000.00 effective March 26, 2014 through June 30, 2014 for gasoline for Title XIX eligible clients.

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

This agreement to provide gasoline is made and entered into this 26th day of March, 2014 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Zeake's Sunoco and Carryout, and Sun Shop Exxon and Carryout, both the same owner and provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from Mar. 26, 2014 through June 30, 2014 inclusive, unless otherwise terminated.

**GENERAL REGULATIONS**

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

**PAYMENT PROCEDURES**

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

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

This agreement signed on the 26th day of March, 2014.

Signature Lisa Fijalkowski /s/  
Dept. of Job and Family Services  
Belmont County Department of Job and Family Services  
310 Fox-Shannon Place  
St. Clairsville, Ohio 43950  
(740) 695-1074

Signature \_\_\_\_\_  
Provider Signature

Date 3/20/14

Date \_\_\_\_\_

Signature Matt Coffland /s/

Date 3/26/14

Signature Ginny Favede /s/

Date 3/26/14

Signature Mark A. Thomas /s/

Date 3/26/14

Belmont County Commissioners

Approved as to form David K. Liberati /s/

Date 3-21-14

Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A VENDOR AGREEMENT WITH BELLAIRE BP DBA D & D FAST FOODS/BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Vendor Agreement with Bellaire BP dba D & D Fast Foods, on behalf of Belmont County Department of Job and Family Services, in the maximum amount of \$5000.00 effective March 26, 2014 through June 30, 2014 for gasoline for Title XIX eligible clients.

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

This agreement to provide gasoline is made and entered into this 26th day of March, 2014 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Bellaire BP dba D & D Fast Foods, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from Mar. 26, 2014 through June 30, 2014 inclusive, unless otherwise terminated.

**GENERAL REGULATIONS**

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

**PAYMENT PROCEDURES**

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

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

This agreement signed on the 26th day of March, 2014.

Signature Lisa Fijalkowski /s/

Signature \_\_\_\_\_

Dept. of Job and Family Services

Provider Signature

Belmont County Department of Job and Family Services  
310 Fox-Shannon Place  
St. Clairsville, Ohio 43950  
(740) 695-1074

Date 3/24/14

Date \_\_\_\_\_

Signature Matt Coffland /s/

Date 3/26/14

Signature Ginny Favede /s/

Date 3/26/14

Signature Mark A. Thomas /s/

Date 3/26/14

Belmont County Commissioners

Approved as to form David K. Liberati /s/ Date 3-25-14

Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT CO. DEPT. OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY**

Motion made by Mr. Thomas to adopt the following Resolution:

**RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY**

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such requests a resolution authorizing such from that county's Board of Commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county family service agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

THEREFORE, BE IT RESOLVED that the Belmont County Board of Commissioners hereby assigns authority to Lisa Fijalkowski, BCDJFS Interim Director, to serve as the Belmont County Board of Commissioners' designee, and hereby grants Lisa Fijalkowski the authority to sign inter-county adjustment agreements on behalf of Belmont County for the period March 26, 2014 through December 31, 2014, with the understanding that a summary of such adjustments shall be provided to the Board of Commissioners as they are made with other County Departments of Job and Family Services.

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

Adopted this 26th. day of March, 2014.

<u>Matt Coffland /s/</u>	Yes
Matt Coffland, President of County Commissioners	
<u>Mark Thomas /s/</u>	Yes
Mark Thomas, County Commissioner	
<u>Ginny Favede /s/</u>	Yes
Ginny Favede, County Commissioner	

**IN THE MATTER OF ENTERING INTO A PIPELINE RIGHT-OF-WAY AGREEMENT WITH PVR UTICA GAS GATHERING, LLC/COMMISSIONERS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Pipeline Right-of-Way Agreement with PVR Utica Gas Gathering, LLC for Parcel ID No. 14-60001.000 located in Mead Township in the amount of \$8,175.00 for the construction and installation of up to three (3) pipelines and Pipeline Facilities.

Prepared By: Global Land Partners, LLC

After recording, return to:  
PVR Utica Gas Gathering, LLC  
c/o Global Land Partners, LLC  
51342 National Road E., Suite K  
St. Clairsville, OH 43950  
Parcel ID # 14-60001.000  
Utica Pipeline System -Tract # OH-UTIC-PH1-A060.4

**PIPELINE RIGHT-OF-WAY AGREEMENT**

This Pipeline Right-of-Way Agreement (hereinafter "Agreement") is made and entered into this 26th day of March, 2014 ("Effective Date"), between **The Board of County Commissioners of Belmont County, Ohio**, whose address is 101 West Main Street, Saint Clairsville, OH 43950 (hereinafter called "Grantor") and **PVR Utica Gas Gathering, LLC**, a Delaware limited liability company, whose address is 100 Matsonford Road, Three Radnor Corporate Center, Suite 301, Radnor, Pennsylvania 19087 (hereinafter "Grantee").

**WITNESSETH**

For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, an exclusive indefeasible right-of-way and easement, the preliminary estimate of the location of which is depicted on Exhibit "A" attached hereto and made a part hereof, to: (a) locate, excavate, construct, install, operate, maintain, inspect, repair, protect, replace in whole or in part, alter the size of, remove and/or abandon one or more below ground pipelines, with the right to install additional pipelines as described below, for the transportation of gas or fluids, whether hydrocarbon or non-hydrocarbon including without limitation, produced or derived from wells, lands and/or formations not owned or controlled by Grantor, condensate, distillate or water, or any other products or substance of any nature which may be transported by means of a pipeline, together with, any appurtenant facilities relating thereto, including, but not limited to, above and below ground valves, drips, traps, electrical and communication equipment and lines (including, but not limited to, power, fiber optic and data acquisition), cathodic protection, fluid removal, meters, pumps, fittings, connections, signage and markers (hereinafter collectively "Pipeline Facilities"); and (b) perform necessary pre-construction work, including but not limited to survey studies, cultural resource studies, environmental studies, geophysical studies and geotechnical studies; across, under and through the Grantor's lands situated in the Township of Mead, County of Belmont, State of Ohio, and described as follows:

A certain tract of land in Section 21, Township 5, Range 3, containing 1.700 acres, more

or less, and being more particularly described in Deed dated June 12, 1962, and recorded in the Recorder of Deed's Office of Belmont County, State of Ohio, Deed Book No. 464, Page No. 183, Parcel ID No. 14-60001.000 (hereinafter "Premises").

Grantee shall have all the rights and benefits necessary and/or convenient for the full enjoyment and/or full and complete use by Grantee for the rights herein granted, including, without limitation: a) the free right of ingress and egress over and across the Premises to, from and along the Right-of-Way Area (as defined below) and/or to and from any right-of-way of Grantee on lands adjacent to the Premises, whether or not such lands are owned by Grantor ; b) the right to travel over, across and along the Right-of-Way Area with work crews and equipment for the installation, maintenance, repair and operation of Grantee's pipelines and Pipeline Facilities; c) the right to use existing and future roads over and across the Premises or on adjacent lands which are owned or controlled by Grantor; and d) the right to remove all trees and other obstructions within and, at times around, the Right-of-Way Area prior to construction of the pipelines and Pipeline Facilities, and the right, but not the obligation, from time to time thereafter to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with Grantee's access, occupancy and use of the Right-of-Way Area. Grantor and Grantee acknowledge and agree that Exhibit "A" shows only the preliminary estimate of the location of the pipelines as of the Effective Date. The actual location of the pipelines and Pipeline Facilities on the Premises is subject to reasonable change by Grantee in its sole discretion, and the actual location of the right-of-way and easement granted by Grantor hereunder shall be as shown on the final "as built" survey of the pipelines and Pipeline Facilities, as determined by Grantee. Upon completion of construction of the pipelines and Pipeline Facilities, Grantee shall provide Grantor with an "as built" Exhibit "A" (the "Final Route Map"), which shall and hereby does automatically (without any further approval or other action required of either Grantor or Grantee) replace the initial Exhibit "A" attached hereto as of the Effective Date. Further, Grantor hereby authorizes Grantee to publicly record such Final Route Map to replace the initial Exhibit "A" hereto.

**GRANTEE'S RIGHT OF POSSESSION.** Prior to and during the construction phase of the pipelines and Pipeline Facilities and during the time Grantee is engaged in any additional construction, repair, replacement, removal and/or abandonment of the pipelines and Pipeline Facilities, the total right-of-way and easement shall be one hundred twenty-five feet (125') in width (hereinafter "Right-of-Way Area"). At all other times, the right-of-way and easement shall be seventy-five feet (75') in width (hereinafter "Permanent Right-of-Way"). To the extent required by Grantee, Grantor hereby acknowledges and agrees that Grantee shall be entitled to use additional temporary workspace areas ("ATWSA") on or near the Premises for construction of the pipelines and Pipeline Facilities, including, without limitation, areas for pipe pull back, areas along roads and/or stream crossings, areas for dewatering and areas for construction entrances and/or access roads. In consideration of the use of any ATWSA by Grantee, Grantee shall pay Grantor as specified in the Confidential Addendum. Grantee shall have exclusive rights to the Right-of-Way Area and ATWSA as defined herein for a period of forty-eight (48) months commencing on the Effective Date, during which time Grantor shall not grant to any third-party any rights to use the Right-of-Way Area and/or the ATWSA for any purpose. Following the conclusion of such period, Grantee's rights with respect to the Right-of-Way Area and ATWSA shall automatically become nonexclusive, except that the Permanent Right-of-Way shall remain exclusive to Grantee for the term of this Agreement.

As part of the consideration herein, Grantor hereby grants unto said Grantee, its successors and assigns, the right at any time, including initial construction, to locate, excavate, construct, install, operate, maintain, inspect, repair, protect, replace in whole or in part, alter the size of, remove and/or abandon an additional pipeline or pipelines within the Permanent Right-of-Way herein granted, and Grantee agrees to pay Grantor an amount which shall be equal to the amount set forth in the Confidential Addendum for each additional pipeline constructed, said payment shall be made before construction operations commence. Said additional pipeline or pipelines shall be subject to the same rights, privileges and covenants as set forth in this Agreement.

At the time of construction of the pipelines and Pipeline Facilities or during times of additional construction, maintenance, repair, replacement, removal and/or abandonment of the pipelines and Pipeline Facilities, Grantee is granted reasonable temporary off right-of-way use of the Premises while exercising any of the rights granted herein.

**GRANTOR'S RIGHT OF POSSESSION.** All pipelines installed by Grantee will be buried to a depth of at least thirty-six inches (36") below the surface, except to the extent greater or lesser cover depths are required due to geological and/or geographical formations, or permitted by applicable law. Grantee shall, however, have the right to temporarily install water lines on the surface of the Right-of-Way Area. Grantor shall have the right to use and enjoy the surface of said Premises, but shall not interfere with the use of the same by Grantee for any of the purposes hereinabove granted or violate any of the terms and conditions as described herein. Grantor shall not place any obstruction within the Right-of-Way Area which could interfere with the normal operation and maintenance, installation and construction, alteration, replacement, safety and integrity, and the removal and/or abandonment of the pipelines and Pipeline Facilities including but not limited to buildings, mobile homes, pavilions, shelters, storage units, trees, pools, and bodies of water including ponds and lakes; and further, Grantor shall not cause the inundation of the Permanent Right-of-Way by water, or change the grade of the Permanent Right-of-Way. Grantor further agrees to be observant to Grantee's pipelines and Pipeline Facilities in instances where Grantor's actions might result in an unsafe situation.

**GRANTOR'S WARRANTY.** Grantor represents and warrants that the person or persons signing this Agreement are all those necessary to fully transfer and convey the rights set forth in this Agreement to Grantee, and Grantor herein binds itself, its heirs, executors, administrators and assigns Grantor further warrants that, to their knowledge, the Premises encompassed by the Right-of-Way Area have not been used as a dumpsite and contains no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment.

Grantor represents and warrants to Grantee that Grantor has not granted, bargained, sold or conveyed to any other party the same or any similar interest to the Premises or any interest that interferes in any way with the rights granted herein to Grantee.

**ENCROACHMENT.** Grantor and Grantee hereby acknowledge the existence of a pipeline (and/or pipelines) located on the Premises running perpendicular to Grantee's Pipeline Facilities. Grantor further acknowledges that upon construction of the Pipeline Facilities, Grantee's Right-of-Way shall encroach upon the existing pipeline(s) on the Premises ("Encroachment"), the location of which shall be referred to as the "Encroachment Area".



**DAMAGES.** Grantee will remove unnecessary equipment and materials and shall reasonably restore the Right-of-Way Area at the completion of construction activities to a condition that existed prior to Grantee's activities, and will repair any damaged improvements to the Premises, such as fences, roads, drain tiles and the like caused by Grantee's activities. Reasonable restoration of the Right-of-Way Area shall be the sole responsibility and at the sole cost and expense of Grantee.

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

**TITLE CURATIVE.** Grantor agrees to execute affidavits, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this Agreement.

**RIGHT TO PAY AND DISCHARGE.** Grantee, at its sole option and discretion, may pay and discharge any taxes, mortgages or other liens existing, levied or assessed on the Premises and Grantee may be subrogated to the rights of any holder or holders or any tax titles or certificates, mortgages or other liens and may keep and apply to the discharge of any such mortgage, tax or lien any payments accruing under this Agreement.

**COUNTERPART AGREEMENTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. If, for any reason, any party named herein fails to execute this contract, it shall, nevertheless, be binding upon the signing parties.

**SUCCESSORS AND ASSIGNS.** Grantee, and their successors and assigns, will have the right to assign or transfer this Agreement in whole or in part. All rights and duties under this Agreement benefit and bind Grantor and Grantee, and their heirs, successors and assigns.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement. This Agreement may be modified only by a written agreement executed by Grantor and Grantee. Grantee, shall record this Agreement, in the real property records of the county in which the Premises are located.

This Agreement is made further subject to the terms and provisions in that certain unrecorded Confidential Addendum to Pipeline Right-of-Way Agreement of even date herewith, by and between Grantor and Grantee herein.

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

**GRANTEE:**  
PVR UTICA GAS GATHERING, LLC

\_\_\_\_\_  
By: Jim Scandola  
Title: Vice President Eastern Region  
Commercial Operations

\_\_\_\_\_  
WITNESS

APPROVED AS TO FORM;  
David K. Liberati /s/  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**GRANTOR:**  
THE BOARD OF COUNTY  
COMMISSIONERS OF BELMONT  
COUNTY, OHIO  
Matt Coffland /s/  
By: Matt Coffland  
Title:

Jayne Long /s/  
WITNESS  
**GRANTOR:**  
Ginny Favede /s/  
By: Ginny Favede  
Title:

Jayne Long /s/  
WITNESS  
**GRANTOR:**  
Mark A. Thomas /s/  
By: Mark A. Thomas  
Title:  
Jayne Long /s/  
WITNESS

**OPEN PUBLIC FORUM** – In response to comments regarding the dire need for a new kitchen facility for senior services, Commissioner Coffland stated the Board continues to work on this issue and will get it done as soon as possible.

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE  
ENGINEER'S PROJECT 14-1 BEL-VAR GR PHASE 3 FOR  
INSTALLING GUARDRAIL ON PORTIONS OF CO. HIGHWAYS 5, 10 AND 56**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's Project 14-1 BEL-VAR GR Phase 3 for installing guardrail on portions of County Highways 5, 10 and 56, ), based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

*Note: This is for County Rd. 5 (Crescent area), County Rd 10 (Crescent-Barton) and County Road 56 (Rt. 9 to Maynard, Maynard to county line).*

**NOTICE TO BIDDERS**

**BELMONT COUNTY COMMISSIONERS' OFFICE  
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 W. Main Street, St. Clairsville, Ohio 43950 until **9:30 A.M.** (Local time), **April 30, 2014 for furnishing all labor, materials and equipment** for the Belmont County Engineer, for the following project: **PROJECT 14-1 BEL VAR GUARDRAIL PHASE 3**, then at said office publicly opened and read aloud.

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

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashier’s check or letter of credit in accordance with Section 153.54 © O.R.C. in an amount equal to 10% of the bid.

If the Bond submitted is a combination bid/performance bond, both the Belmont County Commissioners and the Ohio Department of Transportation shall be listed as obligees.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety:

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. The owner intends and requires that this project must be completed within **135** calendar days after award of project. Contractor’s compliance with the federal equal employment opportunity and the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor’s Executive Order of 1972, and Governor’s Executive Order 84-9 shall be required. Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio as determined by the Secretary of Labor in accordance with Federal-aid requirements.

Said Contract will be let to the lowest and best responsible bidder, in accordance with Attachment 1 "Bid Documents Belmont County Commission."

“The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received.

Any award made by the Commission, will be to the Contractor with the lowest bid who submits proof that he is currently prequalified by ODOT in Work Types included in this project.

By the order of the Board of County Commissioners  
of Belmont County, Ohio.

Jayne Long /s/

Jayne Long, Clerk

**Times Leader Advertisement: Two (2) Mondays: April 7, 2014 and April 14, 2014.**

Upon roll call the vote was as follows:

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

**DISCUSSION** – Mr. Coffland explained this guardrail project is part of a grant application. It is not part of the money the Commissioners gave the Engineer’s Department for guardrail.

**9:45 Subdivision Hearing-Shirbish Drive, Smith Township**

Present for the hearing were Engineer Fred Bennett, Ruth Graham, Engineer’s Drafting Technician, Robert DeFrank of The Times-Leader and Joselyn King of The Intelligencer. Ruth explained this is a little private road extension. Owner Shane Thompson wants to split a piece out to a friend. She provided mapping for review. There are no objections.

**IN THE MATTER OF FINAL PLAT APPROVAL FOR SHIRBISH DRIVE EXTENSION (40 FT PRIVATE ROAD) SMITH TOWNSHIP SEC 36, T-6, R-4**

**“Hearing Had-9:45 A.M.”**

**“FINAL PLAT APPROVAL”**

*O.R.C. 711.05*

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

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Shirbish Drive Extension (40 FT Private Road), Smith Township, Sec. 36, T-6, R-4, which appears to be regular in form and approved by the proper parties;

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

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

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

**IN THE MATTER OF RESCHEDULING A WORK SESSION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to hold the regular Work Session on Tuesday, April 1, 2014 at 9:00 a.m. instead of on Monday due to a scheduling conflict and to notify the media of the same.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Kim Brewster of the Belmont Soil & Water Conservation District advised the board they just completed a culvert replacement project on Washington Twp. Rd. 101. It was a partnership with their district, U. S. Fish and Wildlife Service, and the Washington Township Trustees. This was known as a fish passage improvement project. They replaced a submarine bridge with an open style box culvert that will help fish migration up to the upper reaches of Joy Fork, which is a tributary in the Captina Creek Watershed, which is a very high quality stream in the State of Ohio. They will be putting out a press release to announce the project and she asked if the board would like to join in this with them. She also noted the Legislators Tour will be held May 13. They will be touring some projects that have been completed in the Captina Creek Watershed, including the Joy Fork culvert replacement project. Mrs. Favede said the board would be more than happy to joint their efforts with the press release.

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

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

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn executive session at 10:20 a.m.  
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF GRANTING A SALARY  
INCREASE TO DAVE IVAN, DIRECTOR,  
BELMONT CO. EMERGENCY MANAGEMENT AGENCY/EMA**

Motion made by Mr. Thomas, seconded by Mr. Coffland to grant a \$5,000.00 per year salary increase for Dave Ivan, Director, Belmont County Emergency Management Agency (EMA) effective pay period beginning March 23, 2014; said increase is compensation for Mr. Ivan's 2009 appointment from Interim Director to Director of EMA.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT  
TO SIGN THE SUBGRANT AWARD AGREEMENT FOR THE  
PERSONAL CRIMES INVESTIGATOR/SHERIFF**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to sign the Subgrant Award Agreement on behalf of the Belmont County Sheriff's Office for the Personal Crimes Investigator as follows:

Subgrant Number: 2013-WF-VA2-8412  
Award Periods: 1/1/2014 to 12/31/2014  
Award Amounts: OCJS Funds \$28,796.76  
Cash Match \$ 0  
Inkind Match: 9,615.82  
Project Total: \$38,412.58

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: DEPUTY ENGINEER MIKE WAHL'S RETIREMENT**

Mr. Coffland announced that the county's Deputy Engineer Mike Wahl is leaving his county position to go into the private sector. The board wished him good luck and thanked him for everything he has done for the county. He has worked very closely with the oil and gas industry and seen that many county roads were paved over the past couple of years. Mrs. Favede said she understands he wants to do better for himself and his family and noted he has been a good friend to the county, to the Commissioners' office and to her. Mr. Thomas said he has worked with Mike during both his former time as Commissioner and presently. He spoke of the many contributions Mike has made on behalf of the Engineer's Department, Mr. Bennett and his staff that have helped our residents directly and indirectly. The last few years Mike has done much oil and gas work beyond his daily duties. Mr. Thomas stated it is with regret, but full understanding that he is leaving to go into the private sector. He conveyed his appreciation and thanks to Mike.

Mike wanted it said one last time; there still is a bridge problem in the county and a huge need to address this. He asked the board continue to help Mr. Bennett as much as possible. At this time Mr. Coffland also wanted to thank Mr. Bennett on behalf of the townships too for the many grant applications he put in for public works. Mr. Bennett credited Mike with the big help he has been to him over the past 14 years and voiced his appreciation for all he has done. He said Mike has obtained close to \$10 million in work from oil and gas in paving and bridges. Mike stated he worked hand in hand with oil and gas. He treated them fairly and they in turn did the same.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:45 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mark Lucas, Clemans-Nelson and Associates, pursuant to ORC 121.22(G)(4) Collective Bargaining exception.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn executive session at 11:15 a.m.  
Upon roll call the vote was as follows:

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

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of January 29, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:30 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:30 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd day of April, 2014.

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\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK