

St. Clairsville, Ohio

May 28, 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-Staples	Supplies-Public Defender/General Fund	105.38
E-Powerphone	911 Training/911 Fund	729.00
K-Print N' Copy LLC	Laminating Map/Engineer MVGT Fund	29.75
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	83.65
M-Belmont-Harrison Juvenile District	Placement/Juvenile Ct. Placement Services Fund	10,220.00
M-Family Based Services Corp	Placement/Juvenile Ct. Placement Services Fund	1,638.00
M-New Horizon Youth Center	Placement/Juvenile Ct. Placement II Fund	106.00
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-PNC Bank	PNC account/District Detention Home Fund	1,835.71
S-United Bank	Armory property mortgage/Port Authority Fund	1,793.62
S-Wal-Mart	Supplies & food/District Detention Home Fund	1,520.25

**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 May 28, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$4,640.01; \$14,656.98; \$2,264.00
A-GENERAL/911	\$1,113.72;
A-GENERAL/SHERIFF	\$3,865.01
H-Job & Family, Public Assistance	\$17,861.89
H-Job & Family, WIA	\$67,262.03
S-District Detention Home	\$962.62
S-Senior Services	\$32,898.31
S-Sheriff Commissary	\$1,328.11
U-Sheriff Reserve Account	\$134.90

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**S77 CORRECTIONS ACT GRANT FUND/ADULT PROBATION**

FROM	TO	AMOUNT
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S04.006 Hospitalization	\$95.36

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under May 28, 2014:

**GENERAL FUND**

E-0056-A006-E07.000	Other Expenses	\$32.50
E-0131-A006-A19.000	Clothing	\$1,109.50

**E10 9-1-1 FUND**

E-2200-E010-E05.012	Equipment	\$362.00
---------------------	-----------	----------

**H05 WORKFORCE DEVELOPMENT FUND/BCDJFS**

E-2600-H005-H05.000	Admin	\$2,000.00
---------------------	-------	------------

**H08 WIA AREA 16 FUND/BCDJFS**

E-2610-H008-H01.000	Belmont Co DJFS-WIA	\$2,000.00
---------------------	---------------------	------------

**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L01.002	Salaries	\$5,000.00
E-1810-L001-L02.010	Supplies	\$3,000.00
E-1810-L001-L03.012	Equipment	\$4,600.00
E-1810-L001-L05.011	Contract Services	\$1,903.33
E-1810-L001-L09.000	Travel Expenses	\$1,500.00

**M60 CARE & CUSTODY/JUVENILE COURT FUND**

E-0400-M060-M75.008	Insurance Substance Abuse	\$880.95
---------------------	---------------------------	----------

**N80 OHIO VALLEY MALL LIFT STATION UPGRADE FUND**

E-9080-N080-N03.013	Contract Projects	\$300,000.00
---------------------	-------------------	--------------

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Coffland, seconded by Mr. Thomas 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 28, 2014:

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

General Fund

E-0131-A006-A07.000	Training School	\$3,415.65
E-0257-A017-A00.000	Contingencies	\$366,206.13

S70 Senior Services Levy Fund

E-5005-S070-S12.000	Capital Outlay	\$23,262.54
---------------------	----------------	-------------

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated May 28, 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 - \$13,951.77** CORSA Reimbursement deposited 05/27/14. *Fairgrounds Claim Nos. 0160024731 and 0160024787 – DOL 01/08/14.*

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:

**SANITARY SEWER DISTRICT** – Justin Mowery and Kelly Porter to travel to Zanesville, OH, on May 23, 2014, to taking county truck to Ace Trucking for servicing. A county vehicle will be used for travel.

**SENIOR SERVICES** – Shirley Jo Case and seniors to travel to Cadiz, OH, on June 12, 2014, and to Wheeling, WV, on June 24, 2014 for senior center outings.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 16, 2014.

Upon roll call the vote was as follows:

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

**REMINDER:** The Board's next regular meeting will be on Tuesday, June 3, 2014 at 9:00 a.m. instead of Wednesday, June 4 due to a scheduling conflict.

**ANNOUNCEMENT RE: TOURISM BOARD VACANCY**

Commissioner Thomas announced there is a vacancy on the Belmont County Tourism Council Board of Directors. Interested parties can contact the Commissioners' Office at 740-699-2155 to request an application. Applications are due on or before June 2, 2014.

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN THE ENVIRONMENTAL ASSESSMENT AND COMPLIANCE STATE FOR THE BELMONT METROPOLITAN HOUSING AUTHORITY'S PROJECTS FOR THE 2014 CAPITAL FUNDS PROGRAM**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to sign the Environmental Assessment and Compliance Statement for the for Belmont Metropolitan Housing Authority's projects for the 2014 OH16P0205011 Capital Funds Program.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE  
SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS  
PROGRAMS NON-RESIDENTIAL MISDEMEANANT TO ODYS FOR FY 2015**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the signing and submittal of the Subsidy Grant Agreement for *Community-Based Corrections Programs Non-Residential Misdemeanant* to the Ohio Department of Rehabilitation and Correction in the amount of \$94,280.00 for fiscal year 2015.

**Ohio Department of Rehabilitation and Correction**

**770 West Broad Street  
Columbus, OH 43222  
614-752-1164**

**John R. Kasich, Governor**

[www.drc.ohio.go](http://www.drc.ohio.go)

**Gary C. Mohr, Director**

Date: 06/13/2014

Organization: Belmont County Court of Common Pleas Adult Probation Department

Address: 103 North Market St., St. Clairsville, Ohio, 43950

RE: Community Based Correction Act Program Grant 2015 Approval Letter

Dear Program Director,

I am pleased to inform you that the Belmont County Fiscal Year 2015 Community-Based Corrections Programs Subsidy 408 Grant Agreement has been approved. The effective date of the grant agreement is 06/13/2014.

The grant agreement for \$ 94,280 has been approved for the following programs:

<u>Program Name</u>	<u>Program Identifier</u>	<u>Amount</u>
Pretrial	PT-2015-App-BelmCPAPD-00023	\$ 94,280

The grant agreement can be found in the Online Grants System at [www.ocjsgrants.com](http://www.ocjsgrants.com).

If you have any questions regarding the grant agreement please do not hesitate to contact the Bureau of Community Sanctions staff at 614-752-1188.

Sincerely,

*Sara Andrews*

Sara Andrews, Deputy Director

Division of Parole and Community Services

Department of Rehabilitation and Correction

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION**

***SUBSIDY GRANT AGREEMENT FOR  
COMMUNITY-BASED CORRECTIONS PROGRAMS  
NON-RESIDENTIAL MISDEMEANANT***

THIS GRANT AGREEMENT (hereinafter referred to as this Agreement) pursuant to authority in Section 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and Entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), 770 West Broad Street, Columbus, Ohio and Belmont County (hereinafter referred to as Grantee), 103 North Market St., St. Clairsville, Ohio, 43950. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

- 1. Funds:** The Grantor awards to the Grantee the sum of Ninety-Four Thousand Two Hundred and Eighty Dollars (\$94,280.00) (hereinafter referred to as Funds), to be paid in four equal installments of \$23,570.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 55-0665104. Total expenditures for Fiscal Year 2015 (07/01/2014 to 06/30/2015) will not in any case exceed \$94,280.00.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application identifier</u>	<u>Amount</u>
Pretrial	PT-2015-App-BelmCPAPD-00023	\$ 94,280

If an above "Program Name" includes a title for Pre-Sentence Investigation (PSI) services, then the following requirements apply to PSI services:

A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of R.C. 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for the Ohio Risk Assessment System (ORAS).

B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the automated ORAS.

**2. Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2015. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's application in response to Grantor's Community Correction Act Grant Application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.

**3. Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (408) budget amount for Fiscal Year 2015.

The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's proposal. The modified Funds shall be determined within the Grantor's discretion.

**4. Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application's (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant Application which are attached hereto and incorporated herein, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The comprehensive plan which is part of the Grantor's application is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change or such reduction is approved, the Grantor may make appropriate changes in the Funds.

**5. Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

**6. Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

**7. Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.

**8. Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of budgeted funds quarterly and tracking expenditures of Funds. Purchases made with the Funds shall be in accordance with county/state/municipal competitive bidding requirements.

**9. Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.

**10. Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:

A. Statistical records for the term of this Agreement in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, termination, and reassessment data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to pre-sentence investigation grants.

B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30, 2016.

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

**11. Compliance:** All expenditures made by the Grantee with Funds shall be governed by the law of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or

B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction.

The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

**12. Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts

of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

**13. Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Bureau of Community Sanctions.

**14. Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay to the Attorney General any Funds paid under this Agreement.

**15. Standards:** The Grantee shall comply with the standards for subsidy awards to municipal corporations and counties as set forth in R.C. 5149.31, R.C. 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.

**16. Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantor's funding source.

**17. Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

**18. Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**19. Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of R.C. 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of R.C. 3517.13.

**20. Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

**21. Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

**22. Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

**23. Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

**24. Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

**25. Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

**26. Finding for Recovery:** Grantee warrants that it is not subject to an "unresolved" under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void ab initio and Grantee shall immediately repay to Grantor any funds paid under this Agreement.

**27. Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.

**28. Execution:** This Agreement is not binding upon Grantor unless executed in full.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

**FOR THE GRANTOR:**

Christopher Galli /s/

Christopher Galli, Chief  
Bureau of Community Sanctions

Sara Andrews /s/

Sara Andrews  
Managing Director of Courts and Community

**FOR THE GRANTEE:**

Matt Coffland /s/  
County Commissioner                      Date

Mark A. Thomas /s/  
County Commissioner                      Date

Ginny Favede /s/  
County Commissioner                      Date

**FOR THE GRANTEE:**

\_\_\_\_\_  
County Executive                      Date

**FOR THE GRANTEE:**

\_\_\_\_\_  
Mayor/City Manager                      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 ADOPTING THE RESOLUTION APPROVING THE PARTICIPATION OF THE COUNTY AS A COLLABORATIVE PARTNER WITH EORWA, VILLAGES OF BELLAIRE, BROOKSIDE AND BRIDGEPORT AND CITY OF MARTINS FERRY IN MAKING APPLICATION TO THE LOCAL GOVERNMENT INNOVATION FUND PROGRAM AND ENTER INTO A MOU**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the Resolution approving the participation of the County as a collaborative partner with the Eastern Ohio Regional Wastewater Authority, Village of Bellaire, Village of Brookside, Village of Bridgeport and City of Martins Ferry in making application to the Local Government Innovation Fund Program and enter into a Memorandum of Understanding.

*Note: These documents are required as part of the grant application and partnership between the entities. The grant will be used to fund a feasibility study on potential areas of sharing services and measures to increase efficiencies associated with sanitary sewer collection and treatment systems.*

**Board of County Commissioners  
Belmont County, Ohio  
May 28, 2014**

**RE: BELMONT COUNTY BOARD OF COMMISSIONERS APPROVAL OF THE PARTICIPATION OF THE COUNTY AS A COLLABORATIVE PARTNER WITH THE EASTERN OHIO REGIONAL WASTEWATER AUTHORITY, VILLAGE OF BELLAIRE, VILLAGE OF BROOKSIDE, VILLAGE OF BRIDGEPORT AND CITY OF MARTINS FERRY IN MAKING APPLICATION TO THE LOCAL GOVERNMENT INNOVATION FUND PROGRAM AND TO ENTERING INTO A MEMORANDUM OF UNDERSTANDING**

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 28<sup>th</sup> day of May, 2014, with the following members present: Matt Coffland, Mark Thomas, and Ginny Favede.

Commissioner Thomas moved for the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Local Government Innovation Fund has been created by the state legislature to provide funds to governmental entities to create more efficient and effective service delivery mechanisms and models of shared services that might be duplicated throughout the state; and

**WHEREAS**, the joint project would provide an opportunity for the participating partners to explore cross jurisdictional sharing in an effort to better protect public health, achieve and maintain compliance with environmental regulations under the Clean Water Act; and

**WHEREAS**, the Board is committed to the efficient operation of the County’s wastewater facilities and to provide the citizens with the most effective services at the lowest possible costs.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO,**

**SECTION 1.** The Board of County Commissioners supports the application to the Local Government Innovation Fund by the lead agency, the Eastern Ohio Regional Wastewater Authority, to conduct a feasibility study on potential shared services for wastewater collection, conveyance and treatment.

**SECTION 2.** The Board will demonstrate its support and participation in the project by authorizing the signing of the attached Memorandum of Understanding.

Commissioner Coffland seconded the resolution and upon the roll call the vote was as follows:

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

Adopted this 28<sup>th</sup> day of May, 2014

**BOARD OF COUNTY COMMISSIONERS  
BELMONT COUNTY, OHIO**

Matt Coffland /s/  
Matt Coffland, President  
Mark Thomas /s/  
Mark Thomas  
Ginny Favede /s/  
Ginny Favede

**Memorandum of Understanding**

Eastern Ohio Regional Wastewater Authority, Belmont County Sewer District, Villages of  
Bellaire, Brookside and Bridgeport, City of Martins Ferry

The purpose of the memorandum of understanding is to hereby agree to work collaboratively to complete a feasibility study on potential areas of sharing services to increase efficiencies and more effectively provide services on wastewater collection, conveyance and treatment to better protect public health and achieve and maintain compliance with environmental regulations.

The general responsibility of each participating jurisdiction is to be an active member of the stakeholder team that will guide the feasibility study design. The participating jurisdiction will demonstrate its commitment by:

- Attending stakeholder meetings to provide leadership in the feasibility study including planning and evaluating the study processes.
- Sharing data that might be needed for the feasibility study in a timely fashion, i.e. examples may include finances, staffing, inventories, rate structures, etc.
- Sharing progress of the project with participating governing boards.
- Providing in-kind support through attending the stakeholder meetings.
- Openly considering recommendations that might be made resulting from the study.

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)  
Belmont County Prosecutor

BOARD OF COUNTY COMMISSIONERS  
BELMONT COUNTY, OHIO

Matt Coffland /s/  
Matt Coffland, President  
Mark Thomas /s/  
Mark Thomas, Vice-President  
Ginny Favede /s/  
Ginny Favede

\_\_\_\_\_  
Eastern Ohio Regional Wastewater Authority

\_\_\_\_\_  
Village of Brookside

\_\_\_\_\_  
Village of Bridgeport

\_\_\_\_\_  
Village of Bellaire

\_\_\_\_\_  
City of Martins Ferry

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE  
QUIT CLAIM DEED CONVEYING 17.004 ACRES LOCATED  
IN WARREN TOWNSHIP**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Quit Claim Deed hereby conveying 17.004 acres located in Warren Township, Section 10, Township 8, Range 6 as described in prior Deed Reference: Volume 169, Page 210, Belmont County Deed Records, to Belmont County, Ohio.

*Note: The purpose of this Deed is to record a new legal description based on a recent survey of the property.*

**QUIT CLAIM DEED**

**BELMONT COUNTY, OHIO**, a political subdivision of the State of Ohio, by and through the Board of Belmont County Commissioners, for valuable consideration paid, receipt of which is hereby acknowledged, grants to **BELMONT COUNTY, OHIO**, a political subdivision, the following real property:

See Exhibit “A”

Prior Deed Reference: Volume 169, Page 210, Belmont County Deed Records



Permanent Parcel No.

**The purpose of this Deed is to record a new legal description based on a recent survey of the property.**

WITNESS our hands this 28<sup>th</sup> day of May, 2014.

**BELMONT COUNTY, OHIO,  
a political subdivision of the State of Ohio**

By: Ginny Favede /s/

**Ginny Favede**

By: Mark Thomas /s/

**Mark Thomas**

By: Matt Coffland /s/

**Matt Coffland**

**BARR SURVEYING**

206 CHURCH ST., P.O. BOX 191

MORRISTOWN, OHIO 43759

(740) 782-1919

(740) 782-1440 FAX

TOLL FREE: 1-866-641-6204

**LAND DESCRIPTION**

17.004 acres

Situated in the Township of Warren, County of Belmont, and State of Ohio. Being a part of Section 10, Township 8, Range 6, and a part of a 62.62 acre tract recorded in Volume 169 Page 210 of the Belmont County Deed Records.

Beginning at a point on the south line of Section 10 and in the north edge of Township Road 184, from which a marked stone found at the southeast corner of the section bears along said section line, North 89 deg. 31 min. 40 sec. East 890.56 feet.

**Thence** from this place of beginning and along the section line and the north edge of said road, South 89 deg. 31 min. 40 sec. West 450.00 feet to a mag nail found:

**Thence** leaving the section line and the road and along the east line of a 1.294 acre tract as recorded in Volume 691 page 305, North 00 deg. 06 min. 04 sec. West 349.89 feet to a marked stone found:

**Thence** with the north line of said 1.294 acre tract and the north line of a 0.256 acre tract as recorded in Volume 416 page 462, respectively, North 89 deg. 56 min. 50 sec. West 445.68 feet to a point, passing an iron pin found at 296.48 feet:

**Thence** North 67 deg. 41 min. 50 sec. West 160.60 feet to a point in the east line of the former B & O Railroad:

**Thence** along said lines and now recorded as a 2.779 acre tract in OR Volume 449 page 984 and a 1.277 acre tract recorded in OR Volume 353 page 233, respectively, the following four courses and distances:

- 1- North 04 deg. 40 min. 51 sec. East 464.55 feet to a point from which an iron pin found capped "WWS" bears North 08 deg. 41 min. 20 sec. West 3.36 feet;
- 2- North 05 deg. 06 min. 44 sec. East 88.11 feet to a point from which an iron pin capped "Claus" bears North 61 deg. 11 min. 40 sec. West 4.51 feet;
- 3- North 06 deg. 19 min. 25 sec. East 148.72 feet to a point;
- 4- a curve to the right having a radius of 1859.86 feet, an arc length of 98.84 feet and a chord that bears North 09 deg. 48 min. 12 sec. East 98.83 feet to a point.

**Thence** leaving said line with dividing lines and crossing State Route 147, South 59 deg. 10 min. 49 sec. East 1118.73 feet to an iron pin set, passing an iron pin set on the east side of said state route at 73.70 feet; **thence** South 00 deg. 28 min. 07 sec. East 630.36 feet to the place of beginning, passing an iron pin set at 610.72 feet. **Containing 17.004 acres**, more or less.

Subject to right of way of Township Road 184, State Route 147 and any other easements and rights of way of record.

Bearings used in this description are assumed and should be used only for angle calculation.

This description was prepared by Robert A. Barr, P.S. 7829 as the result of an actual field survey performed during March and April 2014. All iron pins set are ½ inch re-bars, 30 inches long with plastic caps stamped "BARR 7829"

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE  
QUIT CLAIM DEED CONVEYING 82.338 ACRES LOCATED  
IN WARREN TOWNSHIP**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Quit Claim Deed hereby conveying 82.338 acres located in Warren Township, Section 10, Township 8 Range 6 as described in prior Deed Reference: Volume 169, Page 210; Volume 298, Page 133 and Volume 71, Page 424, Belmont County Deed Records, to Belmont County, Ohio.

*Note: The purpose of this Deed is to record a new legal description based on a recent survey of the property.*

**QUIT CLAIM DEED**

**BELMONT COUNTY, OHIO,** a political subdivision of the State of Ohio, by and through the Board of Belmont County Commissioners, for valuable consideration paid, receipt of which is hereby acknowledged, grants to **BELMONT COUNTY, OHIO,** a political subdivision, the following real property:

See Exhibit "A"

Prior Deed Reference: Volume 169, Page 210, Volume 298, Page 133 and  
Volume 71, Page 424 Belmont County Deed Records.

Permanent Parcel No.

**The purpose of this Deed is to record a new legal description based on a recent survey of the property.**

WITNESS our hands this 28<sup>th</sup> day of May, 2014.

**BELMONT COUNTY, OHIO,  
a political subdivision of the State of Ohio**

By: Ginny Favede /s/

**Ginny Favede**

By: Mark Thomas /s/

**Mark Thomas**

By: Matt Coffland /s/

**Matt Coffland**

**BARR SURVEYING**  
206 CHURCH ST., P.O. BOX 191  
MORRISTOWN, OHIO 43759  
(740) 782-1919  
(740) 782-1440 FAX  
TOLL FREE: 1-866-641-6204

**LAND DESCRIPTION**

82.338 acres

Situated in the Township of Warren, County of Belmont, and State of Ohio. Being a part of Section 10, Township 8, Range 6, and a part of a 62.62 acre tract recorded in Volume 169 Page 210, all of a 35.60 acre tract recorded in Volume 298 Page 133 and all of a 1.02 acre tract recorded in Volume 71 page 424 of the Belmont County Deed Records.

Beginning at a marked stone found at the southeast corner of Section 10.

**Thence** from this place of beginning and along the section line and the north edge of Township Road 184, South 89 deg. 31 min. 40 sec. West 890.56 feet to a point in the north edge of said road, passing an iron pin found capped "Claus" at 416.53 feet:

**Thence** leaving the section line and the road and with dividing lines, North 00 deg. 28 min. 07 sec. West 630.36 feet to an iron pin set, passing an iron pin set at 19.64 feet; **thence** North 59 deg. 10 min. 49 sec. West 1118.73 feet to a point on the east line of a 1.277 acre tract recorded in OR Volume 353 page 233 (formerly the B & O Railroad right of way line), passing an iron pin set at 1045.03 feet:

**Thence** along the former right of way line now recorded as said 1.277 acre tract, a 4.393 acre tract recorded in Volume 695 page 440 and a 1.114 acre tract recorded in Volume 768 page 374, respectively, the following six courses and distances:

- 1- a curve to the right having a radius of 1859.86 feet, an arc length of 279.88 feet and a chord that bears North 15 deg. 38 min. 13 sec. East 279.62 feet;
- 2- South 70 deg. 03 min. 07 sec. East 10.00 feet;
- 3- a curve to the right having a radius of 1849.86 feet, an arc length of 336.66 feet and a chord that bears North 25 deg. 09 min. 42 sec. East 336.20 feet;
- 4- North 59 deg. 37 min. 28 sec. West 10.00 feet;
- 5- a curve to the right having a radius of 1859.86 feet, an arc length of 789.73 feet and a chord that bears North 42 deg. 32 min. 25 East 783.81 feet to a point in the northwest edge of State Route 147, passing an iron pin found capped "Claus" at 68.25 feet along the arc;
- 6- North 54 deg. 42 min. 17 sec. East 1339.37 feet to an iron pipe found on the east line of Section 10:

**Thence** along the section line and crossing State Route 147, South 00 deg. 15 min. 40 sec. East 3122.81 feet to the place of beginning, passing the center of said state route at 434.00 feet. **Containing 82.338 acres**, more or less.

Subject to right of way of Township Roads 178 and 184, State Route 147 and any other easements and rights of way of record.

Bearings used in this description are assumed and should be used only for angle calculation.

This description was prepared by Robert A. Barr, P.S. 7829 as the result of an actual field survey performed during March and April 2014. All iron pins set are 1/2 inch re-bars, 30 inches long with plastic caps stamped "BARR 7829"

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF CLAYTON KLEEVIC AS THE JUDICIAL INTERN CLERK FOR WESTERN DIVISION COURT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Clayton Kleevic as the "Judicial Intern Clerk" for the Belmont County Western Division Court at the rate of \$7.95 per hour, 40 hours per week, commencing May 19, 2014 to August 1, 2014, based upon the recommendation of Judge Eric Costine. This is a temporary position to be paid from the court's Special Projects Fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE AMENDMENT AND RATIFICATION TO THE OIL AND GAS LEASE WITH RICE DRILLING D, LLC DATED SEPTEMBER 18, 2013**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Amendment and Ratification to the Oil and Gas Lease with Rice Drilling D, LLC, dated September 18, 2013 to correct the leased acreage from 406.4426 acres to 405.44267.

**AMENDMENT AND RATIFICATION TO THE OIL AND GAS LEASE**

This instrument (the "Amendment and Ratification") is entered into this 28<sup>th</sup> day of May, 2014 but effective as of September 18, 2013 (the "Effective Date"), by and between The County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners, herein called the "Lessor" whose address is 101 East Main Street, St. Clairsville, OH 43950, and Rice Drilling D, LLC, a Delaware Limited Liability Company, hereinafter called "Lessee", whose address is 171 Hillpointe Dr., Suite 301, Canonsburg, PA 15317.

WHEREAS, reference is herein made to that certain oil and gas lease dated September 18, 2013, the memorandum of which lease is recorded in Book 424, Page 532 of the Belmont County, Ohio Deed Records (the "Lease");

WHEREAS, said acreage is inaccurate;

WHEREAS, the parties desire to amend and ratify the Lease as set forth below;

NOW THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Description of the Lands Included in the Lease is hereby deleted in its entirety and replaced with the following:

1. **Description**

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

The Leased Premises contain 405.44267 gross acres. A legal description of the Leased Premises is attached hereto and made a part hereof as Exhibit A.

2. Except as expressly modified herein, all other provisions of the Lease remain in full force and effect.

3. The undersigned parties do hereby adopt, ratify, and confirm said Lease in all of its terms and provisions, and do hereby lease, grant, demise and let said land and premises unto the said **Rice Drilling D, LLC, a Delaware Limited Liability Company**, subject to and in accordance with all of the terms and provisions of said Lease as fully and completely as if it had originally been named as Lessor in said Lease and had executed, acknowledged and delivered the same itself. The undersigned do hereby agree and declare that said Lease in all of its terms and provisions are binding on Lessor and is a valid and subsisting Oil and Gas Lease.

4. This Amendment and Ratification may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Executed this 28<sup>th</sup> day of May 2014, but to be effective as of September 18, 2013, the date of the Lease.

IN WITNESS WHEREOF, the parties have signed this Amendment and Ratification.



LESSOR:

By: Matt Coffland /s/  
Name: Matt Coffland, President  
By: Mark A. Thomas /s/  
Name: Mark A. Thomas, Vice President  
By: Ginny Favede /s/  
Name: Ginny Favede, Commissioner

LESSEE:

Rice Drilling D, LLC  
By: \_\_\_\_\_  
Name: Toby Z. Rice  
Title: Chief Operating Officer

Upon roll call the vote was as follows:

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

IN THE MATTER OF \_\_\_\_\_ |  
THREE WEST SUBDIVISION \_\_\_\_\_ |  
RICHLAND TOWNSHIP, SEC 29, T-6, R-3 \_\_\_\_\_ |  
COLERAIN TOWNSHIP, SEC 30, T-6, R-3 \_\_\_\_\_ |

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date May 28, 2014

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Three West Subdivision, Richland Township Sec. 29, T6, R3 and Colerain Township Sec. 30, T6, R3, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
*Revised Code Sec. 711.05*  
----\*\*\*----

To: Cindi Henry, F.O., Richland Township Trustees, P.O. Box 16, St. Clairsville, OH 43950 and Vincent Gianangeli, F.O., Colerain Township Trustees, 72773 Colerain Pike, Colerain, OH 43916.

You are hereby notified that Wednesday the 11th day of June, 2014, at 9:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter. By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

• Mail by certified return receipt requested  
cc: Richland Township Trustees  
Colerain Township Trustees  
Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Richard Hord asked for an update on getting the Senior Services administrative offices out of the Oakview facility. Mr. Coffland said the board is working on it and some property has been located.

Mr. Hord asked what the concerns were regarding the TRIPS program since it has been approved by the Auditor of State and has been working successfully in Union County. Mr. Coffland said Union County's funding is set up differently. If you are not charging for something now you cannot start charging for it. Mr. Coffland said there are federal matching funds that are already committed to vendors such as Martins Ferry Fire Department and Neffs Fire Department. He said he is against TRIPS if it means taking money away from local fire departments. He said David Hacker of SSOBC; Vince Gianangeli, DJFS Director; and Brenna Rocchio, DJFS, are looking into it.

Richard Hord asked if the Board will be holding any Town Hall meetings this year. Mr. Coffland said if any municipality or township asks for one, it will be scheduled.

**BREAK**  
**RECONVENED MAY 29, 2014. ABSENT: COMMISSIONER FAVEDE**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING**

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 3rd day of July, 2014.

\_\_\_\_\_

\_\_\_\_\_ 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