

St. Clairsville, Ohio

October 12, 2011

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., 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. Coffland, seconded by Mr. Probst, 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-Doubletree Suites	OACA Hotel reservations-Magistrate/General Fund	240.00
A-Redwood Toxicology	Drug Testing/General Fund	785.20
N-Absolute Concrete	Concrete/Bridge & Retaining Wall Constr. Improv. Fund	347.50
N-Argo Sales Company, Inc.	Supplies Steel/Bridge & Retaining Wall Constr. Improv. Fund	2,312.50
S-American Electric Power	Fuel-utilities/Oakview Juvenile Residential Center Fund	5,196.50
S-Belmont Senior Services	Payroll & bills/Belmont Co. Seniors Program Fund	58,747.09
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,680.00
S-Crystal Springs	Water/Certificate of Title Admn. Fund	40.11
S-H.E. Neumann Co.	New Boiler/Belmont Co. Seniors Program Fund	6,171.99
T-Chambers, Murphy & Burge Restoration, Ltd.	Contract services/Historic Sheriff Residence Project	2,800.00
T-Trigg Home Improvement	2 <sup>nd</sup> Draw for General Contractor/CHIP Grant Fund	9,060.00
Y-Bridgeport, Village of	Patching various streets/County Motor Vehicle License Tax Fund	1,428.03

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for October 12, 2011 as follow:

FUND	AMOUNT
A-GENERAL	\$24,555.85; \$6,021.39
A-GENERAL/AUDITOR	\$2,534.10
A-GENERAL/EMA	\$719.66
A-GENERAL/JUVENILE COURT	\$1,635.57
A-GENERAL/SHERIFF	\$23,278.20
A-GENERAL/911	\$4,784.93
B-Dog Kennel	\$516.25
B-Dog Kennel/AUDITOR	\$2,724.25
B-Sheriff Enforcement Education Fund	\$112.00
H-Job & Family, Flood Grant	\$3,802.15
H-Job & Family, Public Assistance	\$28,948.72; \$2,892.08
H-Job & Family, WIA	\$5,066.25; \$643.08
K-Engineer's MVGT	\$22,201.85; \$11,926.26; \$3,024.44
M-Juvenile Ct. – Title IV-E Reimb.	\$9,117.24
M-Juvenile Ct. – Truant Officer Grant	\$82.80
P-Special Emergency Planning Fund-LEPC	\$230.79
S-District Detention Home	\$2,669.97
S-Job & Family, Children Services	\$39,559.07
S-Job & Family, Senior Programs	\$12,797.90
S-Juvenile Ct. General Special Projects	\$740.00
S-Sheriff Commissary	\$302.50

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within the General Fund.

FROM	TO	AMOUNT
E0051-A001-A50.000 Budget Stabilization	E-0051-A001-A27.007 Unemp	\$1,710.00

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER WITHIN FUND**  
**FOR THE BELMONT CO. FLOOD FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Belmont Co. Flood Fund.

FROM	TO	AMOUNT
E-2530-H004-H05.010 Supplies	E-2530-H004-H06.014 Admn.	\$ 5,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE GENERAL FUND/MAGISTRATE**

Motion made by Mr. Coffland, seconded by Mr. Probst 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 October 1,2 2011.

E-0063-A002-B25.002 Salaries \$ 6,240.77

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE GENERAL FUND/SHERIFF DEPT.**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 October 12, 2011.

E-0131-A006-A04.002 Salaries - Road \$ 1,162.88 *Note: Workers Comp wages paid to Dep. Thomas J. Gorza*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE 911 WIRELESS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 October 12, 2011.

E-2301-E011-E01.011 Contract Services \$ 2,000.00  
E-2301-E011-E01.011 Contract Services \$ 6,391.01

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE H005 WORKFORCE DEVELOPMENT FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 October 12, 2011.

**WORKFORCE DEVELOPMENT FUND**

E-2600-H005-H06.000 (Rapid Response) \$ 12,675.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE H008 WIA AREA 16 FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 12, 2011.

**WIA AREA 16 FUND**

E-2610-H008-H01.000 Belmont Co. DJFS-WIA \$ 12,675.00  
E-2610-H008-H04.000 Jefferson Co. DJFS-WIA \$ 19,305.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Coffland seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 12, 2011.

<b>FUND</b>	<b>AMOUNT</b>
E-1582-S085-S08.000 Computer Expenses	<b>609.00</b>
E-0400-M062-M01.000 Intake Coordinator Expenses	<b>675.00</b>
E-0400-M072-M05.000 Drug Court Other Expenses	<b>150.00</b>
E-1589-S096-S11.012 Equipment	<b>1,857.00</b>
E-0400-M075.M01.000 Other Expenses	<b>7,664.27</b>
E-0400-M055-M15.000 C-Cap Other Expenses	<b>41.18</b>
E-0400-M064-M05.000 Placement Costs	<b>32,725.00</b>
E-1650-B014-B04.000 Alcohol Monitoring Devices	<b>50.00</b>
E-0400-M067-M05.008 Insurances	<b>6,000.00</b>
E-0400-M067-M01.002 Salaries	<b>6,000.00</b>
E-0400-M078-M05.000 Other Expenses	<b>46,482.51</b>

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE S025 CHILDREN SERVICES FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 October 12, 2011.

**S025 CHILDREN SERVICES FUND**  
E-2766-S025-S10.074      Transfers Out      \$ 75,301.50

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR OAKVIEW JUVENILE REHAB S030 FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 October 12, 2011.

**OAKVIEW JUVENILE REHAB S030**

**S30**

E-8010-S030-S40.000	Grant Holding Account	\$ 42,714.33
E-8010-S030-S51.002	Salaries	\$ 118,112.56
E-8010-S030-S53.000	Medical	\$ 4,852.00
E-8010-S030-S55.010	Supplies	\$ 1,246.09
E-8010-S030-S56.000	Motor Vehicles	\$ 1,371.88
E-8010-S030-S57.000	Travel & Staff Development	\$ 507.45
E-8010-S030-S58.000	Communications	\$ 3,647.50
E-8010-S030-S59.000	Fuel/Utilities	\$ 21,748.77
E-8010-S030-S60.000	Maintenance & Repair	\$ 1,175.00
E-8010-S030-S63.000	General	\$ 250.00
E-8010-S030-S65.000	Indirect Costs	\$ 0.00
E-8010-S030-S66.003	PERS	\$ 19,022.00
E-8010-S030-S67.004	Workers' Compensation	\$ 5,434.75
E-8010-S030-S68.006	Hospitalization	\$ 13,717.00
E-8010-S030-S69.007	Unemployment Compensation	\$ 0.00
E-8010-S030-S70.005	Medicare	\$ 1,970.25
E-8010-S030-S71.000	Education/Recreation	\$ <u>0.00</u>
		<b>\$ 235,769.58</b>

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR N.S.L.A. OAKVIEW JUVENILE S031 FUND AND  
OAKVIEW YOUTH ACTIVITY FUND S032**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 October 12, 2011.

**N.S.L.A. OAKVIEW JUVENILE S031**

E-8011-S031-S02.000      Food (Meal Tickets)      82.50

**ACTIVITY FUND S032**

E-8012-S032-S00.000      Activity Fund      726.93

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 12, 2011.

E-1511-W080-P05.003	PERS	500.00
E-1511-W080-P01.002	Salaries	1,500.00
E-1511-W080-P01.002	Salaries	255.00
E-1511-W080-P07.006	Hospitalization	<u>2,300.00</u>
<b>TOTAL</b>		<b>4,555.00</b>

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

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

**AUDITOR** – Andrew L. Sutak, Donn Harr and Doug DeVault to travel to Steubenville, OH, on Oct. 20, 2011, to attend meeting with Utica Shale Forum. Estimated expenses: \$50.00

Andrew L. Sutak, Larry Craig and Liza Butler to travel to Columbus, OH, on Oct. 26, 2011 for C.A.A.O. Continuing Education Day for CAUV Workshop. Estimated expenses: \$200.00

**DJFS** – Various employees to attend various meetings and trainings in October and December, 2011. Estimated expenses: \$132.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	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 October 12, 2011, 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. Probst	Yes

**IN THE MATTER OF HOLDING A "TOWN HALL" MEETING IN PULTNEY TOWNSHIP**

Motion made by Mr. Coffland, seconded by Mr. Probst to hold a "Town Hall" meeting on Wednesday, October 26, 2011 at 7:00 p.m. at the Pultney Township Garage, W. 26<sup>th</sup> St., Bellaire, and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE BCSSD GRAVITY SEWER SYSTEM FOR NEFFS, WEST NEFFS AND ST. JOE AREAS**

Motion made by Mr. Coffland, seconded by Mr. Probst to advertise for bids for the Belmont County Sanitary Sewer District Gravity Sewer System for Neffs, West Neffs and St. Joe areas, based upon the recommendation of Mark Esposito, Director, and Bill Street, Project Engineer, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**ADVERTISEMENT FOR BIDS**

Sealed bids will be accepted for the construction of 17,585 feet of 8" sanitary sewer line, 3437 feet of 4" sanitary sewer, and 480 feet of 6" force main, and other related work. Additional work includes the construction of one lift station including parking area and site grading plus all labor, materials, and equipment necessary to complete the project known as the **Gravity Sewer System for the following locations: (1) Neffs, (2) West Neffs, (3) St. Joe.** Bids will be received by the Belmont County Commissioners, at the Belmont County Courthouse in St. Clairsville, OH 43950, until November 9, 2011 and then at 11:00 a.m. at said office opened and read aloud.

Plans, specifications, and bid forms can be examined at the following locations:

1. Street Engineering & Surveying  
67660 Warnock - St. Clairsville Road  
St. Clairsville, Oh 43950
2. Belmont County Commissioner's Office  
County Courthouse  
St. Clairsville, Oh 43950
3. Ohio Valley Construction Employers Council  
21 Armory Drive  
Wheeling, WV 26003

Plans, specifications, and bid forms may be secured at the office of Street Engineering & Surveying located at the address as listed above or phone at 1-740-695-6481, for a **payment of \$150.00**. Checks shall be made payable to "**Street Engineering & Surveying**".

A bid bond must accompany each bid in an amount of 10% of the bid amount with a surety satisfactory to the Belmont County Commissioners. Proof of Authority of the official or agent signing the bond shall accompany bid bonds.

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

Attention of Bidders is particularly called to the Requirements as to the Federal Requirements for employment per Section 3, Segregated Facility, Section 109 and E.O. 11246. Additionally, the contractor must comply with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9.

Bids shall be sealed and marked as "**Gravity Sanitary Sewer System for Neffs, West Neffs, & St. Joe**" and mailed or delivered to:

Belmont County Commissioners  
County Courthouse  
101 West Main Street  
St. Clairsville, Oh 43950

Attention of bidders is called to all of the requirements contained in the bid packet, particularly to the Federal Labor Standards Revision, Davis-Bacon Act (federal prevailing wage), various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids receive, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Commissioners' decision to award, and the Commissioners reserves the right to exercise its full discretion.

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

Jayne Long /s/

Jayne Long, Clerk

Times Leader Ad-2 Tuesdays, October 18 and October 25, 2011

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF PLAT OF CHALLENGER COURT (PRIVATE ROAD) RICHLAND TOWNSHIP; SEC 21, T-7, R-4**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date October 12, 2011

Motion made by Mr. Coffland, seconded by Mr. Probst to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Challenger Court, (Private Road), Richland Township Sec. 21, T7, R4, 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, 118 Overbaugh Ave., St. Clairsville, OH 43950

You are hereby notified that the 26th day of October, 2011, at 11:00 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  
Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING REQUEST OF BCSSD TO CERTIFY ALL DELINQUENT WATER AND SEWER RATES AND CHANGES TO THE AUDITOR**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the request of the Director of the Belmont County Sanitary Sewer District #2, #3 (Water) and #1, #2, #3A, #3B and #3C (Sewer) to certify all delinquent water and sewer rates and changes to the County Auditor of Belmont County, the same to be placed on the Tax Duplicate and collected in the same manner as other real estate taxes for the year 2011.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING INTO A SEWER PROJECT AGREEMENT WITH AMERICAN COAL SALES COMPANY ON BEHALF OF BCSSD**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a Sewer Project Agreement with American Coal Sales Company (the "Developer"), on behalf of the Belmont County Sanitary Sewer District, for a sewage lift station and sewer lines to be built at the Developer's expense to Belmont County's specifications.

*Note: This project is located along SR 40 in the area of Friend's Church Road.*

**Sewer Project Agreement**

**Sewage Lift Station and Sewer Lines**

**This Sewer Project Agreement** ("Agreement") entered into this 12<sup>th</sup> day of October, 2011 between the Belmont County Sanitary Sewer District by the Belmont County Board of County Commissioners hereinafter called the "District" and The American Coal Sales Company, hereinafter called the "Developer". In consideration of mutual promises herein contained on behalf of the District and Developer, the parties do hereby agree as follows:

1. The Developer agrees to build at its own expense, a sewage lift station and sewer lines (the "System") to Belmont County specifications. The installation, size, type and fittings, manholes, pump(s), lift station and all other components of the System will be approved by the District Director and Ohio EPA prior to construction. Upon completion, the System shall become the property of the District with appropriate access and easements.
2. For one year after completion, Developer shall be responsible for all maintenance; Developer may collect all hookup fees from residence desiring to be connected to the sewer system. However during this same period, Developer shall be solely responsible for the cost of adding additional customers to the sewer system. During this same period, District shall solely collect and keep all monthly user fees from all customers who are a part of this system. As said fees will be to treat the sewage collected at said facility.
3. The Developer agrees to enter into a separate agreement with the third party property owner to deed the necessary property to the District for the location of the sewage lift station portion of the System.
4. The Developer agrees to do all work as herein described at its own expense, to furnish all materials necessary and to complete work in a good substantial manner to the satisfaction of the Director of the District.
5. The District shall provide the sewer force main pipe from the proposed sewage lift station to the existing force main along SR 40. The District will provide eight inch (8") sewer line from the Harvey Goodman Development along Mills Road to the proposed sewage lift station as per the Belmont County Sanitary Sewer District Development Fund requirements.
6. This Agreement shall be governed and interpreted pursuant to the laws of the State of Ohio.
7. The parties agree to follow all applicable State and Federal laws, rules and regulations relating to this Agreement and the obligations hereunder.
8. This Agreement shall be governed and interpreted pursuant to the laws of the State of Ohio.
9. This Agreement contains the entire understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WITNESS:

Jayne Long /s/

Jayne Long /s/

Jayne Long /s/

Kelly Porter /s/

Denise R. (?) /s/

Belmont County Commissioners

Matt Coffland /s/

Matt Coffland, President

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., Vice President

Ginny Favede /s/

Ginny Favede, Commissioner

Belmont County Sanitary Sewer District

Mark Esposito /s/

Mark Esposito, Director

THE AMERICAN COAL SALES COMPANY

James R. Turner, Jr. /s/

James R. Turner, Jr., Treasurer & Asst. Secretary

APPROVED AS TO FORM:

Chris Berhalter /s/

Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING INTO A STATE  
OF OHIO SMALL CITIES COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) WATER AND SEWER PROGRAM GRANT/NEFFS SEWER PROJECT**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a State of Ohio Small Cities Community Development Block Grant (CDBG)/Water and Sewer Program Grant, Grant No. B-W-11-1AG-1 in the amount of \$600,000.00 for the period of September 1, 2011 through October 31, 2013 for the Neffs area sewer lines and lift station; Total Project Estimate: \$3,588,900.00

*Note: 213 households will benefit from this project.*

**STATE OF OHIO  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
WATER AND SANITARY SEWER GRANT PROGRAM  
GRANT AGREEMENT**

F.T.I. Number: 346000236

Grant Number: B-W-11-1AG-1

This Grant Agreement (this "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter "Grantor"), and **Belmont County**, located at **101 West Main Street, St. Clairsville, Ohio 43950-1264** (hereinafter "Grantee"), for the period beginning **September 1, 2011** and ending **October 31, 2013** (the "Grant Period").

**BACKGROUND INFORMATION**

**A.** Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.

**B.** Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

**C.** Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

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

**STATEMENT OF THE AGREEMENT**

**1. Award of Grant Funds.** Grantor hereby grants funds to the Grantee in the amount of **Six Hundred Thousand Dollars and no cents (\$600,000.00)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **CDBG Water and Sanitary Sewer Program**, and shall undertake the Project(s) as set forth in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The award of Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

**2. Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

**3. Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by the Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

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

**5. Payment of Grant Funds.** Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

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

**7. Reporting Requirements.** Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

**8. Grantee Requirements.** Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

**9. Records, Access and Maintenance.** Grantee shall establish and maintain for at least five (5) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project(s), the Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

**10. Inspections.** At any time during normal business hours upon three (3) days prior written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

**11. Audits.** Grant Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Grantee must follow the guidelines provided in the office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

a. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit Office:

- i. The opinion on the financial statements is other than unqualified.
- ii. The report identifies a material instance of noncompliance.
- iii. The report identifies a reportable condition or material weakness in internal controls.
- iv. The report contains a schedule of findings and questioned costs applicable to an OCD-awarded program.
- v. The report identifies an instance or indicator of an illegal act which could result in criminal prosecution.
- vi. The report contains an uncorrected significant finding from a prior related audit.

b. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A1-333 and the OCD Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit Office. (See the OCD Financial Management Rules and Regulations Handbook.)

c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

d. Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

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

**13. Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this project, Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

**14. Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

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

**16. Termination.** Grantor may immediately terminate this agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that are complete and accurate.
- c. Failure of the Grantee to use the Grant Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

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

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

**19. Conflict of Interest.** No personnel of Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

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

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

a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. **Ethics.** In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421 and 2921.43, and 3517.13 (I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that

failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

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

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

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

**25. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.** If applicable, Grantee must certify compliance with ORC Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

**26. Miscellaneous.**

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

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

**c. Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

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

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

1. In case of the Grantor, to:  
Ohio Department of Development  
Office of Housing and Community Partnerships  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Office Chief

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

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

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

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

**i. Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

**j. Travel Expenses.** If travel expenses are a cost of the Project eligible for reimbursement with the Grant Funds, Grantee shall be reimbursed for such travel expenses in amounts not to exceed the maximum rates as determined by Ohio Administrative Code Section 126-1-02 (as such rules may from time to time be amended).

**k. Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

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

**GRANTEE:**  
Belmont County

Matt Coffland, President  
By: Matt Coffland /s/

Name: Ginny Favede  
Title: President  
Date: 10/12/11

**GRANTOR:**  
State of Ohio  
Department of Development  
Christine Schmenk, Director  
Ohio Department of Development  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes



**IN THE MATTER OF ENTERING INTO A STATE OF OHIO  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA  
PROGRAM GRANT**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a State of Ohio Small Cities Community Development Block Grant (CDBG), Formula Program Grant No. B-F-11-1AG-1 in the amount of \$293,000.00 for the period of September 1, 2011 through February 28, 2013. *Note: This is for the county's Fiscal Year 2011 Formula Program.*

**STATE OF OHIO  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
COMMUNITY DEVELOPMENT PROGRAM  
GRANT AGREEMENT**

F.T.I. Number: 346000236

Grant Number: B-F-11-1AG-1

Grant Agreement (this "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter "Grantor"), and **Belmont County**, located at **101 West Main Street, Courthouse, Belmont, Ohio 43950-1264**, (hereinafter "Grantee"), for the period beginning **September 1, 2011** and ending **February 28, 2013** (the "Grant Period").

**BACKGROUND INFORMATION**

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

B. Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted to the Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Project(s).

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

**STATEMENT OF THE AGREEMENT**

1. **Award of Grant Funds.** Grantor hereby grants funds to the Grantee in the amount of **Two Hundred Ninety Three Thousand Dollars and no cents (\$293,000.00)** ("Grant Funds"), for the sole and express purpose of providing for the performance of the **CDBG Community Development Program**, and shall undertake the Project(s) as set forth in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The award of Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. **Use of Grant Funds.** Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by the Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

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

5. **Payment of Grant Funds.** Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

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

7. **Reporting Requirements.** Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in the Attachments D and E, and F which are attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least five (5) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project(s), the Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three (3) days prior written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** The Grant Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Grantee must follow the guidelines provided in the office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

a. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit Office:

- i. The opinion on the financial statements is other than unqualified.
- ii. The report identifies a material instance of noncompliance.
- iii. The report identifies a reportable condition or material weakness in internal controls.
- iv. The report contains a schedule of findings and questioned costs applicable to an OCD-awarded grant.
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c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

d. Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

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**13. Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this project, Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

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- a. Failure of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that are complete and accurate.
- c. Failure of the Grantee to use the Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

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

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

**19. Conflict of Interest.** No personnel of Grantee, any subcontractor of Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

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

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

a. **General.** Grantee shall comply with applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. **Ethics.** In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421 and 2921.43, and 3517.13 (I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands

that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.

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

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

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

**25. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.** If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

**26. Miscellaneous.**

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

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

c. **Entire Agreement.** Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.

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

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

1. In case of the Grantor, to:  
Ohio Department of Development  
Office of Housing and Community Partnerships  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Office Chief

2. In case of the Grantee, to:  
Belmont County  
101 W. Main Street, Courthouse  
Belmont, Ohio 43950-1264  
Attn: Ginny Favede, President

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

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

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

i. **Assignment.** Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.

j. **Travel Expenses.** The travel expenses are a cost of the Project eligible for reimbursement with Grant Funds. Grantee shall be reimbursed for such travel expenses in amounts not to exceed the maximum rates as determined by Ohio Administrative Code Section 126-1-00 (as such rules may from time to time be amended).

k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

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

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

**GRANTEE:**  
Belmont County  
Matt Coffland, President  
By: Matt Coffland /s/

Name: Matt Coffland  
Title: President  
Date: 10/12/11

**GRANTOR:**  
State of Ohio Department of Development  
Christine Schmenk, Director  
Ohio Department of Development  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING INTO A SENIOR CENTER RENTAL/LEASE AGREEMENT ON BEHALF OF BCDJFS WITH THE SMITH TOWNSHIP TRUSTEES OWNER OF THE CENTERVILLE SENIOR CENTER**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a Senior Center Rental/Lease Agreement, on behalf of the Belmont County Department of Job and Family Services, with the Smith Township Trustees, the "Owner" of the Centerville Senior Center located at 46642 Main Street Centerville, Jacobsburg, Ohio 43933, in the amount of \$800.00 per month, effective October 1, 2011 through December 31, 2012.

**SENIOR CENTER RENTAL/LEASE AGREEMENT**

The Belmont County Commissioners ("Commissioners" on behalf of the Belmont County Department of Job and Family Services ["BCDJFS"]) and the Smith Township Trustees the Owner ("Owner") of the Centerville Senior Center located at 46642 Main Street Centerville, Jacobsburg, Ohio 43933 (the "Facility"), in consideration for the terms and conditions stated herein, agree to the following:

1. The term of this Agreement shall commence October 1, 2011 and continue until December 31, 2012, and month to month thereafter, provided that either the Owner or the Commissioners may terminate it on the last day of any month by giving at least sixty (60) days advance notice, or thirty (30) additional days, if necessary, to allow the County to get Ohio Department of Aging approval for relocation of the congregate meal site.
2. During the term of this lease, the Belmont County Department of Job and Family Services BCDJFS will be permitted to use the Facility to provide congregate meals and other services to senior citizens, essentially to the same extent previously permitted to Belmont County Senior Services, Inc. ("BSS") at that location. BCDJFS may also provide health/nutrition education.
3. The first day of each month during the term of this lease, beginning October 1, 2011, BCDJFS will pay \$800 per month to the Owner or Owner's designee for utilities and/or rent. If BSS was paying any utilities to someone else for the Senior Center (for example the phone company), BCDJFS will make arrangements to have the accounts transferred and pay those directly to that utility provider, plus installation/transfer fees if any.  
If BSS has paid an individual rent or utility charge for a particular month prior to the time the parties execute this Agreement (for example, rent or a utility bill for the month of September, 2011), BCDJFS is not required to pay that same bill over again.
4. The BCDJFS is only required to use available senior service levy funds to pay for obligations arising under this Agreement, and neither they nor the Commissioners are required to pay any such obligations from general revenue funds or other funds of the County. Also, the BCDJFS' and Commissioners' total obligation under this agreement will not exceed twenty-five thousand dollars (\$25,000) (statutory limit).

**FOR BELMONT COUNTY COMMISSIONERS**

Matt Coffland /s/  
Matt Coffland, President  
Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr., V.P.  
Ginny Favede /s/  
Ginny Favede

Approved as to form:  
David K. Liberati /s/  
David K. Liberati, Assistant Prosecutor

**FOR THE SMITH TOWNSHIP TRUSTEES**

Clesson D. Carpenter  
  
Edward L. Beckett /s/  
  
Michael Delaney /s/

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING INTO A SENIOR CENTER RENTAL/LEASE AGREEMENT ON BEHALF OF BCDJFS WITH ST. FRANCIS CABRINI CATHOLIC CHURCH OWNER OF THE COLERAIN SENIOR CENTER**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a Senior Center Rental/Lease Agreement, on behalf of the Belmont County Department of Job and Family Services, with St. Frances Cabrini Catholic Church, the "Owner" of the Colerain Senior Center located at the St. Frances Cabrini Social Hall, SR 250, Colerain, in the amount of \$ 800.00 per month, effective October 1, 2011 through December 31, 2012.

**SENIOR CENTER RENTAL/LEASE AGREEMENT**

The Belmont County Commissioners ("Commissioners" on behalf of the Belmont County Department of Job and Family Services ["BCDJFS" or "Tenant"]) and St. Frances Cabrini Catholic Church the Owner ("Owner" or "Landlord") of the Colerain Senior Center located at St. Frances Cabrini Social Hall, State Route 250, Colerain, Ohio 43916 (the "Facility"), in consideration for the terms and conditions stated herein, agree to the following:

1. The term of this Agreement shall commence October 1, 2011 and continue until December 31, 2012, and month to month thereafter, provided that either the Owner or the Commissioners may terminate it on the last day of any month by giving at least sixty (60) days advance written notice.
2. During the term of this lease, the Belmont County Department of Job and Family Services BCDJFS will be permitted to use the Facility to provide congregate meals and other services to senior citizens, essentially to the same extent previously permitted to Belmont County Senior Services, Inc. ("BSS") at that location. BCDJFS may also provide health/nutrition education.
3. The first day of each month during the term of this lease, beginning October 1, 2011, BCDJFS will pay \$800 per month to the Owner or Owner's designee for rent and/or utilities; except that if BSS was paying any utilities to someone else for the Senior Center (e.g., telephone, Internet, propane), BCDJFS will make arrangements to have the accounts transferred and pay those directly to that utility provider, plus installation/transfer fees if any.  
If BSS has paid an individual rent or utility charge prior to the time the parties execute this Agreement (for example, propane for October), BCDJFS is not required to pay that same bill over again.
4. The BCDJFS is only required to use available senior service levy funds to pay for obligations arising under this Agreement, and neither they nor the Commissioners are required to pay any such obligations from general revenue funds or other funds of the County. Also, the BCDJFS' and Commissioners' total obligation under this agreement will not exceed twenty-five thousand dollars (\$25,000) (statutory limit).

**FOR BELMONT COUNTY COMMISSIONERS**

Matt Coffland /s/  
Matt Coffland, President  
Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr., V.P.  
Ginny Favede /s/  
Ginny Favede

**FOR ST. FRANCES CABRINI CATHOLIC CHURCH**

Kurt H. Kemo /s/  
Msgr. Kurt H. Kemo  
Administrator – Diocese of Steubenville

Approved as to form:

David K. Liberati /s/

David K. Liberati, Assistant Prosecutor

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF INVOICE FROM DDP AND ASSOCIATES/  
SOUTH SCHOOL RENOVATION PROJECT**

Motion made by Mr. Coffland to approve payment of the Invoice from Danny Popp, DDP and Associates, in the amount of \$ 1,838.75 for architectural services for the Martins Ferry South School building renovation project as follows:

Architectural services to October 20, 2010-	\$1,763.75
Reimbursable expenses-	<u>75.00</u>
Total	\$1,838.75

*Note: Motion died for lack of a second. Need further documentation from Mr. Popp for invoice costs and needs to state this is the Final Payment due to Mr. Popp.*

**IN THE MATTER OF ADOPTING RESOLUTION  
TO APPROVE ADDITIONAL BELMONT COUNTY  
SENIOR SERVICES LEVY FUNDS TO REIMBURSE  
BELMONT SENIOR SERVICES, INC.**

Motion made by Commissioner Coffland, seconded by Commissioner Probst to adopt the following resolution:

**RESOLUTION**

Resolved that the Commissioners approve the expenditure of an additional \$ 2,529.21 of Belmont County senior services levy funds to reimburse Belmont Senior Services, Inc. ("BSS") to cover their cost of BSS keeping Fiscal Officer Kate Coe on staff for the first three weeks of October, 2011, at her same regular rate of pay plus payroll taxes, provided, as usual, that BSS account for the expenditure of that money for that purpose. The Commissioners recognize and appreciate the benefit to the County of Ms. Coe wrapping up final payments, transferring files, answering questions from the audit team, and the like.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**10:30 Resolution In Support of Local Workers/Marcellus/Utica Shale Operations**

Joe Miller, union representative with Carpenters Local No. 186 was presented a resolution adopted by the board to support the utilization of local workers in the construction of pipelines, drilling and processing of natural gas from Marcellus/Utica Shale. Mr. Miller thanked the board on behalf of the working families of Belmont County. He is hopeful the surrounding counties will do the same. Mr. Probst stated the board always supports local workers and their families. Mr. Coffland noted we have one of the greatest work forces in Belmont County. Mrs. Favede voiced her appreciation for the unions advocating for local workers.

**IN THE MATTER OF ADOPTING A RESOLUTION  
TO SUPPORT THE UTILIZATION OF LOCAL WORKERS  
IN THE CONSTRUCTION OF PIPELINES, DRILLING AND  
PROCESSING OF NATURAL GAS FROM MARCELLUS/UTICAL SHALE**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the resolution to support the utilization of local workers in the construction of pipelines, drilling and processing of natural gas from Marcellus/Utica Shale.

**RESOLUTION**

**TO SUPPORT THE UTILIZATION OF LOCAL WORKERS  
IN THE CONSTRUCTION OF PIPELINES, DRILLING  
AND PROCESSING OF NATURAL GAS  
FROM MARCELLUS/UTICA SHALE**

**WHEREAS**, the Marcellus/Utica Shale natural gas resource is one of the largest natural resource finds in recent years and Belmont County workers, citizens and businesses should benefit from the natural resources of their county and their state; and  
**WHEREAS**, the drilling, transporting and processing of the gas from wells using hydraulic fracturing and horizontal drilling including those utilized for the capture of gas from Marcellus/ Utica Shale will result in billions of dollars worth of gas being harvested and will require the investment of billions of dollars in Belmont County and Ohio; and  
**WHEREAS**, billions of dollars will be spent on construction related to Marcellus/Utica Shale and employment opportunities created from Marcellus/Utica Shale activities should go to local workers and businesses first; and  
**WHEREAS**, a recent study by the Ohio Oil & Gas Energy Education Program projects Marcellus/Utica Shale development could help create and support 200,000 jobs over the next 5 years; and  
**WHEREAS**, the Belmont County Board of Commissioners finds the current unemployment rates in this county and in the state reflect the loss of many good-paying manufacturing jobs in recent years; and  
**WHEREAS**, the Belmont County Board of Commissioners finds that the employment of residents from the local area for the drilling, transporting and processing of the gas from Marcellus/Utica Shale could have a very positive impact on our rate of unemployment; and  
**NOW THEREFORE**, the Belmont County Board of Commissioners supports the employment of local workers and contractors to the maximum extent possible for the construction of facilities utilized in the drilling, transporting and processing of gas from wells using hydraulic fracturing and horizontal drilling and calls on all companies to hire local workers; and  
**BE IT FURTHER RESOLVED**, the Belmont County Board of Commissioners requests that companies engaged in the above mentioned activities notify the Commission should a lack of qualified contractors or workers exist and give us the opportunity to assist in providing a skilled labor force to the fullest extent possible.

Adopted this 12<sup>th</sup> day of October, 2011

**BELMONT COUNTY COMMISSIONERS**

Matt Coffland /s/

Matt Coffland, President

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr.

Ginny Favede /s/

Ginny Favede

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**RIGHTS-OF-WAY IN REED'S PROPOSED  
ADDITION TO BAILEY'S MILLS, WARREN  
TOWNSHIP SEC. 31, T-8, R-6/RD IMP 1114**

**Belmont County, Ohio**

**Journal Entry--Order Upon view of Proposed Improvement  
ORDER TO COUNTY ENGINEER  
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 12th day of October, 2011, at the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Coffland
- Mr. Probst

Mr. Probst moved the adoption of the following:

**RESOLUTION**

WHEREAS, On the 12th day of October, 2011, the time heretofore fixed for view of the proposed improvement, we the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 19th day of October, 2011 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

Adopted October 12, 2011

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:28 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 11:28 a.m.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Absent

Read, approved and signed this 19th day of October 2011.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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