

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-Draft-Co., Inc.	Map conversion-Engineer/General Fund	1,422.14
N-FEI-Midwest Waterworks	Materials/SSD#1 Capital Improvements Fund	921.40
S-BI, Inc.	Electronic Monitoring Services/Northern Ct. Gen. Special Projects Fund	37.45
S-Cardmember Service	Supplies & activities/Oakview Juvenile Residential Center Funds	518.57
S-Lexis-Nexis	Monthly fee/Western Div. Ct. Computer Fund	239.58
S-Walmart Community/GECREB	Food & supplies/Oakview Juvenile Residential Center Funds	475.36
W-Riesbeck Food Markets, Inc.	Lunch & Learn/CEBCO Wellness Grant	459.11
Y-CEBCO	Hospitalization insurance/Employer's Share Holding Account	449,287.72

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 October 29, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$74,961.82
A-GENERAL/COMMON PLEAS	\$3,674.93
A-GENERAL/EMA	\$596.70
A-GENERAL/JUVENILE COURT	\$697.20
A-GENERAL/PROBATE COURT	\$262.99
A-GENERAL/SHERIFF	\$6,798.83
A-GENERAL/911	\$4,579.28
H-Job & Family, CSEA	\$31,809.35; \$993.42
H-Job & Family, Public Assistance	\$24,536.52; \$11,953.67
H-Job & Family, WIA	\$155,667.01; \$20,890.56
K-Engineer MVGT	\$10,628.41
P-Oakview Admn Bldg.	\$243.75
P-Sanitary Sewer District	\$55,625.04; \$9,952.43; \$1,847.88; \$7,000.00
S-Common Pleas Ct. Gen. Special Projects	\$2,236.02
S-District Detention Home	\$3,796.56
S-Eastern Ct. General Special Projects	\$131.11; \$158.16
S-Job & Family, Children Services	\$1,731.28; \$141,946.73
S-Juvenile t. Computer Fund	\$166.80
S-Mediation	\$323.81
S-Northern Ct. General Special Projects	\$335.64; \$158.15
S-Oakview Juvenile Residential Center	\$3,006.35; \$1,455.60
S-Port Authority	\$2,427.89
S-Senior Services	\$28,801.03
S-Sheriff Commissary	\$2,185.87
S-Western Ct. General Special Projects	\$494.35
W-Law Library	\$2,749.46

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

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A20.012 Equipment	\$69,557.50
<i>Needed for the remainder of the cost for the courthouse server upgrade (Digital Data quote approved 10/22/14).</i>		
E-0051-A001-A29.000 Bel-O-Mar	E-0051-A001-A50.000 Budget Stabilization	\$ 26.25
E-0253-A008-D03.000 Crippled Children Aid	E-0051-A001-A50.000 Budget Stabilization	\$ 930.08
E-0254-A009-E01.000 Public Assistance	E-0051-A001-A50.000 Budget Stabilization	\$ 19,811.13
E-0051-A001-A28.000 Other Expense	E-0051-A001-A09.000 Advertising /Printing	\$ 3,843.47
E-0051-A001-A50.000 Budget Stabilization	E-0054-A006-F01.002 EMA Salaries	\$ 5,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0054-A006-F01.002 EMA PERS	\$ 1,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A09.000 Sheriff-Medical	\$ 40,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A18.000 Sheriff-Radios	\$ 10,000.00
E-0257-A017-A00.000 Contingencies	E-0257-A015-A14.000 Attorney Fees	\$100,000.00
E-0131-A006-A16.000 Other Expenses	E-0131-A006-A15.007 Unemployment	\$ 852.27

N59 CAPITAL PROJECTS-SENIOR CENTERS FUND

FROM	TO	AMOUNT
E-9059-N059-N02.013 St. C. Senior Center	E-9059-N059-N09.011 Contract-Services	\$200,000.00
<i>Needed for the cost of architectural fees/GreenCore Designs, Inc. contract.</i>		

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$ 385.84

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$223.50
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$417.25
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$133.35
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$69.86
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$36.07

HISTORIC SHERIFF RESIDENCE-RLF FUND/T17

AND THE REVOLVING LOAN FUND/T12

FROM	TO	AMOUNT
E-9717-T017-T05.074 Transfers Out	R-9713-T012-T06.574 Transfers In	\$ 5,000.00

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

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

B00 DOG AND KENNEL FUND

E-1600-B000-B02.002	Salaries-Employees	\$ 3,233.46
E-1600-B000-B07.000	Veterinary Services	\$15,000.00

S79 CERTIFICATE OF TITLE ADMINISTRATION FUND

E-6010-S079-S01.002	Salaries	\$100,000.00
E-6010-S079-S03.010	Supplies	\$ 75,000.00

T17 HISTORIC SHERIFF RESIDENCE RLF FUND

E-9717-T017-T05.074	Transfers Out	\$ 5,000.00
---------------------	---------------	-------------

The Sheriff's Residence Project is complete, and this fund is no longer in use. Money will be moved back to the T12 Revolving Loan Fund—error in original amount transferred in 2010.

****JUNE 3, 2014****

N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N02.055	Courthouse Bldg. Repair	\$28,989.13
---------------------	-------------------------	-------------

Light fixtures and dimmers for the Juvenile/Probate Courtroom ceiling (Cardello Electric-\$4,731.06) and additional work needed for the courthouse elevator project (various vendors-\$24,258.07).

****SEPTEMBER 17, 2014****

CAPITAL PROJECTS-FACILITIES FUND/N29

E-9029-N029-N02.055	Courthouse Bldg. Repair	\$156,053.00
---------------------	-------------------------	--------------

Courthouse Elevator Modernization project (ThyssenKrupp-\$114,168.00)

Painting of the Courthouse interior (Petticord & Son-\$31,885.00)

Carpet and HVAC for Juvenile/Probate Courtroom (Various vendors--\$10,000.00 est.)

E-9029-N029-N04.055	Other Expenses	\$ 37,750.00
---------------------	----------------	--------------

Repairs to corner of EMA Building (JD&E-\$37,750.00)

****OCTOBER 15, 2014****

O51 BOND RETIREMENT FUND-REFUNDING 97 BOND

E-9251-O051-O01.050	Principal Loan Payments	\$245,000.00
E-9251-O051-O02.051	Interest	\$ 48,222.22

O52 BOND RETIREMENT FUND-REFUNDING 92 BOND

E-9252-O052-O01.050	Principal Loan Payments	\$ 95,000.00
---------------------	-------------------------	--------------

****OCTOBER 29, 2014****

GENERAL FUND

E-0055-A004-B19.000	County Buildings	\$ 34.36
---------------------	------------------	----------

Appropriation of employee reimbursement for personal cell phone use and data overages.

E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$19,957.05
---------------------	-----------------------------------	-------------

Reflects the amount of supervisory fees (Pre-Trail, ISP & Probation) collected in the period of April through September, 2014.

E-0131-A006-A04.002	Salaries-Road Deputies	\$ 47.62
---------------------	------------------------	----------

Reimbursement for September, 2014 O/T—FFY 2014 Grant # HVEO-201-7-00-00-00326-00.

E-0131-A006-A09.000	Medical	\$202.44
---------------------	---------	----------

Reimbursement from EMP of Ohio County, PLLC for Medical Expense Paid and then reimbursed by the insurance.

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

E-2600-H005-H14.000	OWIP	\$45,000.00
---------------------	------	-------------

H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H16.000	Harrison Co. OWIP	\$1,000.00
E-2610-H008-H17.000	Jefferson Co. OWIP	\$46,500.00

K00 MVGT-ROADS FUND/ENGINEERS

E-2812-K000-K16.013	Contract-Projects	\$47,622.88
---------------------	-------------------	-------------

L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$1,503.33
---------------------	----------	------------

S17 CHILDREN SERVICES FUND/BCDJFS

E-2765-S017-S31.000	Other Expenses	\$76,670.58
---------------------	----------------	-------------

S31 N.S.L.A.-OAKVIEW JUVENILE FUND

E-8011-S031-S02.000	Food	\$ 45.00
---------------------	------	----------

S33 DISTRICT DETENTION HOME FUND/SARGUS

E-0910-S033-S33.002	Salaries	\$120,000.00
E-0910-S033-S47.006	Hospitalization	\$ 14,000.00

S70 BELMONT COUNTY SENIOR PROGRAMS/

IN-HOME CARE LEVY FUND

E-5005-S070-S12.000	Capital Outlay	\$5,000.00
E-5005-S070-S19.000	Vehicle Maint/Repair	\$7,705.54

**S89 COMMON PLEAS COURT-GENERAL
SPECIAL PROJECTS FUND**

E-1572-S089-S02.000 Guardian Ad Litem \$ 5,880.01

T11 BELMONT CO. CDBG CHIP GRANT FUND

E-9702-T011-T03.000 CDBG Escrow Account "CHIP" \$36,706.00

Draw No. 177 – Grant #B-C-12-1AG-2

W80 PROSECUTOR'S VICTIM ASSISTANCE FUND

E-1511-W080-P01.002 Salary \$3,536.15

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 Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated October 29, 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:

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

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

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

COMMISSIONERS – Matt Coffland and Ginny Favede to travel to Dover, OH, on Oct. 30, 2014, to tour the Tuscarawas Co. Senior Center.
DJFS – Vince Gianangeli and Bonnie White to travel to Columbus, OH, on Nov. 3, 2014 to attend meeting on new CFIS web system. Estimated expenses: \$24.00

Brenna Rocchio to travel to Columbus, OH, on Nov. 4-5, 2014, to attend meeting at Isaac – Wiles. Estimated expenses: \$291.00

Vince Gianangeli to travel to Marietta, OH, on Dec. 11, 2014, to attend Region 4 Quarterly Fiscal Meeting. Estimated expenses: \$103.84

ENGINEER – Engineer Fred Bennett, Deputy Engineer Terry Lively, GIS Director Don Pickenpaugh and Account Clerk Sherza O'Hara to travel to Columbus, OH, on Dec. 7-9, 2014, to attend 2014 CCAO/CEAO Annual Winter Conference. Estimated expenses: \$700.00 each

SENIOR SERVICES – Barb Ballint, John Carlier, Tina Burkhart and David Hacker to travel to Dover, OH, on Oct. 30, 2014, to tour the Tuscarawas Co. Senior Center. A county vehicle will be used. Susan Neavin and seniors to travel to Moundsville, WV, on Nov. 7, 2014, for a senior center outing. Sue Hines and seniors to travel to Cambridge, OH, on Nov. 10, 2014, for a senior center outing. Daisy Braun and seniors to travel to Wheeling, WV, on Nov. 19, 2014, for a senior center outing. Valerie Forst and seniors to travel to Wheeling, WV, on Nov. 10, 2014 and to Moundsville and Wheeling, WV, on Nov. 14, 2014, for senior center outings. Donna Steadman and seniors to travel to Moundsville, WV, on Nov. 13 & Nov. 18, 2014, and to Sugar Creek, OH, on Nov. 26, 2014, for senior center outings. County vehicles will be used for Senior Center travels.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION ESTABLISHING HOLIDAY
SCHEDULE FOR NON-BARGAINING UNIT EMPLOYEES IN SENIOR SERVICES**

**RESOLUTION ESTABLISHING HOLIDAY SCHEDULE FOR NON-BARGAINING UNIT EMPLOYEES IN SENIOR SERVICES
DEPARTMENT**

Motion made by Mr. Thomas seconded by Mr. Coffland to adopt the following resolution:

RESOLUTION

WHEREAS, the Board of Commissioners desires to formally establish and/or revise the holiday schedule for non-bargaining unit employees in the Senior Services Department; and

WHEREAS, effective immediately such non-bargaining unit employees in the Senior Services Department shall receive the same holiday schedule as outlined in Article 27 of the Collective Bargaining Agreement between Belmont County and AFSCME, Local 3678 (Senior Services).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the new holiday schedule for non-bargaining unit employees in the Senior Services Department is established.

Upon roll call the vote was as follows:

Mr. Coffland	Yes	Mr. Thomas	Yes	Ms. Favede	Yes
--------------	-----	------------	-----	------------	-----

Adopted this 29th day of October, 2014.

**IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE
AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE
WITH AMERICAN ENERGY – UTICA, LLC/PANG WELL SITE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure with American Energy-Utica, LLC effective 10/29/2014, for the use of 0.58 miles of CR 64 (Shepherdstown Road) for the purpose of ingress and egress for drilling activity at the Pang Well Site.

Note: This is the 3rd RUMA on this road by American Energy-Utica. They are in the process of upgrading road. No bond necessary.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 {hereafter "Authority"}, and American Energy - Utica, LLC, whose address is P.O. Box 18756, Oklahoma City, OK 73154 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Wheeling Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [PANG WELL SITE], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [PANG WELL SITE] {hereafter collectively referred to as "oil and gas development site") located in Wheeling Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.58 miles of CR 64 (Shepherdstown Rd) for the purpose of ingress to and egress from the [PANG WELL SITE], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [PANG WELL SITE] (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges

thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 64 (Shepherdstown Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR 9 (Fairpoint New Athens Rd) and CR 64 (Shepherdstown Rd) and continues East on CR 64 (Shepherdstown Rd) for 0.58 miles, ending at the Pang Well Site (approximate coordinates

40.154369/ -80.952540). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 64 (Shepherdstown Rd) for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and

adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the Railroad Company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of & 00/100 DOLLARS (\$.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

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

14. This Agreement shall be in effect on October 29, 2014.

Executed in duplicate on the dates set forth below.

Authority

By: Ginny Favede /s/

 Ginny Favede, Commissioner Date

By: Matt Coffland /s/

 Matt Coffland, Commissioner Date

By: Mark A. Thomas /s/

 Mark Thomas, Commissioner Date

By: Fred F. Bennett /s/

Operator

By: Jeff Beck /s/

Printed name: Jeff Beck

Company Name: American Energy - Utica, LLC

Title: Field Superintendent - Road Infrastructure

Fred Bennett, County Engineer Date
Dated: 10/29/14
Approved as to Form:
David K. Liberati /s/ Assistant
County Prosecutor

Dated: 10/22/14

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity; however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR 64 in accordance with the attached plans and/or county standards.
- 4) Maintain CR 64 during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include - etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND INFRASTRUCTURE WITH ANTERO MIDSTREAM LLC, LLC/CO. RD. 102 AND CO. RD. 128

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Roadway Use Maintenance Agreement for Pipeline Projects and Infrastructure with Antero Midstream LLC effective October 29, 2014, for the use of 2.80 miles of County Route 102, (Johnson Ridge Road) and 6.0 miles of County Route 128 (Boston Road) for the purpose of ingress and egress from the Water Pipeline System, for the purpose of constructing sites, and completion operations at the Pipelines-Waterlines.

Note: This is for installing a water line from Barnesville Reservoir Rd. to Monroe County. No bond necessary.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and **ANTERO MIDSTREAM LLC**, whose address is 1615 Wynkoop Street, Denver, Colorado 80202 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Somerset Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain Pipelines-Waterlines, , and intends to develop and operate the [Water Pipeline System], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Water Pipeline System located in Somerset Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of **2.80 miles** of County Route 102 (Johnson Ridge Rd) and **6.00 miles** of County Route 128 (Boston Rd) for the purpose of ingress to and egress from the Water Pipeline System, for traffic necessary for the purpose of constructing sites, and completion operations at the Pipelines-Waterline; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A and Appendix B, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

FURTHER, Operator shall also provide for the repair of all sub-standard portions of the roads and bridges if mutually agreed to be necessary for the Pipeline Activity, prior to the start of Pipeline Activity. The areas required to be strengthened and/or upgraded to portions of County Route 128 (Boston Rd) beginning at the intersection of County Route 128 with Township Route 728 (Rock River Rd) and continuing 2.15 miles southeast to Township Route 548.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of **County Route 102**, to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection of County Route 102 with County Route 128 and continuing 2.80 miles southeast to Township Route 548**. It is understood and agreed that the Operator shall not utilize any of **County Route 102 (Johnson Ridge Rd)** for any of its Pipeline Activities hereunder.
2. The portion of **County Route 128**, to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection of County Route 128 with State Route 379 and continuing 6.00 miles southeast to the Belmont and Monroe County Line**. It is understood and agreed that the Operator shall not utilize any of the remainder of **County Route 128 (Boston Rd)** for any of its Pipeline Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a Double Chip and Seal to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents. Prior to start of work, all upgrades, including a Double Chip and Seal of Boston road from the Monroe County line to TR728 "Rock River Road" must be completed.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of _____ & 00/100 DOLLARS (\$ _____ .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 The portion of **County Route 128 (Boston Rd)** beginning at **the intersection of County Route 128 with Township Route 728 (Rock River Rd) and continuing 2.15 miles southeast to Township Route 548** to be repaired prior to Pipeline Activity, and being performed by operator as follows:
To Repair all sub-standard portions of this roadway to Belmont County Standards.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on October 29, 2014.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: *Matt Coffland /s/*

By: *Russell Ferrell /s/*

Commissioner/Trustee

By: *Mark A. Thomas /s/*

Printed name: Russell D. Ferrell

Commissioner/Trustee

By: *Ginny Favede /s/*

Company Name: Antero Midstream, LLC

Commissioner/Trustee

By: *Fred F. Bennett /s/*

Title: Project Manager

County Engineer

Dated: 10/29/14

Dated: 10-16-14

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, based thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CH in accordance with the attached plans and/or county standards.
- 4) Maintain CH during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.

- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740) 310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include – etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO EXECUTE THE SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to execute the *Select Schedule Annual Equipment Maintenance Contract Proposal*, Proposal No. S-11-17-2014, from L3 Communications Security and Detection Systems, Inc. in the amount of four thousand, seven hundred dollars (\$4,700.00), effective November 17, 2014 through November 16, 2015, for the annual preventive maintenance and radiation safety survey and performance report for the Belmont County Courthouse Security x-ray system.

**L3 communications
Security & Detection Systems Inc.**

BILLING AND DELIVERY ADDRESS: Ms. Barbara Blake Belmont County Commissioners 101 West Main Street St. Clairsville, OH 43950 740-699-2150 Barb.blake@co.belmont.oh.us	PROPOSAL NO: S-11-17-2013 DATE OF PROPOSAL: 10/23/2014 PROPOSAL VALID FOR: 30 DAYS ATTACHMENTS: 8100-11901-00 and 8100-11902-00
---	--

SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL

SCHEDULE OF SERVICES PROVIDED UNDER THIS CONTRACT:

- All necessary repair parts and freight related expenses.
- Regular (Monday-Friday, 8:00am-5:00pm) labor hours for remedial maintenance.
- Regular (Monday-Friday, 8:00am-5:00pm) travel time to and from the equipment site.
- Lodging, Airfare and Per Diem expenses as required per scope of repairs.
- One annual preventative maintenance inspection per x-ray system.
- One annual radiation safety survey and preparation of performance report per x-ray system.
- Additional services are available upon request at Seller's prevailing time and materials rates.

COVERAGE PERIOD: November 17, 2014 through November 16, 2015

PAYMENT TERMS: Annual billing, in Advance, payment net 30 days after delivery of Seller invoice

ACCEPTED FORMS OF PAYMENT: Business check, Wire Transfer, Credit Card

CONTRACT TERMS AND CONDITIONS AND STATEMENT OF WORK: The terms and conditions and statement of work governing this contract are detailed on attached documents 8100-11901-00 and 8100-11902-00 herein. These seller terms and conditions shall take precedence over any and all others incorporated by the Buyer.

EQUIPMENT TO BE SERVICED UNDER THIS CONTRACT:

Item	Model Number	Serial Number	Unit Price	Shipping Location
1	PX6.4	PX64947	4,700.00	101 West Main Street, St. Clairsville, OH 43950

TOTAL ANNUAL PRICE: \$4,700.00 plus tax if applicable - See document no. 8100-11901-00, clause no. ten (10) for details.

Please reference proposal no. S-11-17-2014, unit serial number(s) and period of performance on your purchase order.

If you do not issue purchase orders, by signing this document, you have acknowledged our proposal and agreed to enter into a maintenance contract with L-3 Communications Security and Detection Systems, Inc. This document will serve as a purchase order. We will respond via fax, mail, or e-mail with your Contract ID for your records.

Contact Joseph Ziniti concerning order placement via Phone: 781-939-3821 -or e-mail Joseph.Ziniti@L-3com.com

BUYER PURCHASE ORDER NUMBER: _____ **CONTRACT ID:** _____

AUTHORIZED SIGNATURE REQUIRED:

BELMONT COUNTY COMMISSIONERS:

Name: Matt Coffland
 Title: President
 Signature: Matt Coffland /s/
 Date: 10/29/14

L-3 COMMUNICATIONS SECURITY

AND DETECTION SYSTEMS, INC.:

Name: Joseph Ziniti
 Title: Contracts Administrator
 Signature: Joseph Ziniti /s/
 Date: October 23, 2014

L-3 SDS Proprietary

10E Commerce Way, Woburn, MA 01801 Phone: 781-939-3821 Fax: 781-939-3949 Service Contracts.SDS@L-3com.com 24x7 Customer Service 800-776-3031

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REQUEST OF THE BELMONT CO. TOURISM COUNCIL FOR ADDITIONAL MONIES TO INSTALL A SECURITY SYSTEM AT THE HISTORIC SHERIFF'S RESIDENCE MUSEUM

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the request of the Belmont County Tourism Council to forward an additional \$9,000.00 from the lodging tax receipts for the month of November to cover Tourism's cost to install a security system at the Historic Sheriff's Residence Museum. This is in addition to their \$24,167.00 monthly allotment.

Upon roll call the vote was as follows:

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

October 29, 2014

**IN THE MATTER OF APPROVING AND SIGNING THE PROPOSAL
FROM N. F. MANSUETTO & SONS, INC. FOR NEW ROOF, GUTTERS
AND DOWNSPOUTS/BELMONT CO. ANIMAL SHELTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the proposal from N. F. Mansuetto & Sons, Inc. in the amount of \$49,820.00 for the installation of a new shingle roof and seamless gutters and downspouts at the Belmont County Animal Shelter.

**N.F. MANSUETTO & SONS, INC.
ROOFING AND SHEET METAL CONTRACTORS
116 WOOD STREET
MARTINS FERRY, OHIO 43935
740-633-7320 FAX 740-633-7322
WV CONTRACTORS# 005321**

October 13, 2014

Jack Regis
Belmont County Facilities Manager
Belmont County Courthouse
101 West Main Street
St. Clairsville, OH 43950
Via Email: jregis@co.belmont.oh.us

RE: Roof Replacement at Belmont County Animal Shelter

We propose to furnish all labor, materials, tools, equipment, and insurances (Worker's Compensation, liability, auto, personal injury and property damage) necessary to perform the following work:

Remove the existing roof down to the deck; remove loose membrane flashings; remove all debris from the roof and haul away to an approved landfill.

Install new synthetic roofing felt over the entire area including ice and water shield at gutter edges, rake edges and valleys.

Install new 30 year dimensional shingle. Color to be chosen by building owner from manufacturer's standard color char.

Install new flashings at all pipes, penetrations, curbs and walls as necessary.

Install new seamless ALCOA style gutters and downspouts from standard colors on new shingle roof and existing metal roof (including one closed expansion on long sections of gutter if necessary.)

Perform all work in strict accordance with the manufacturer's printed specifications.

Perform only as much work every day as can be made watertight that day. Protect owner's property at all times. Protect workmen, pedestrians, and employees at all times using scaffolding, barricades, signs, etc. Comply with all State and Federal Safety Regulations.

For this work, we quote our lump sum price of **\$49,820.00.**

DATE APPROVED 10/29/14

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

BELMONT COUNTY COMMISSIONERS

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 PROPOSAL FROM
JD & E CONTRACTORS TO REPAIR EXTERIOR CORNER OF THE FOUNDATION
AT THE BELMONT CO. EMERGENCY MANAGEMENT OPERATIONS CENTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the proposal from JD & E Contractors in the amount of \$37,750.00 to repair the exterior corner of the foundation at the Belmont County Emergency Management Operations Center.

JD & E

WV 000999

CONTRACTORS & ENGINEERS

www.jde-inc.com

Jarvis, Downing & Emch, Inc.

200 G. C. & P. Road

P.O. Box 6253 ♦ Wheeling, WV 26003

Phone (304) 232-5000 ♦ Fax (304) 232-0619

July 14, 2014

Belmont County Courthouse

101 West Main Street

St. Clairsville, OH 43950

ATTENTION: Mr. Jack Regis, Facilities Manager

RE: Operations Center Building Repair

Gentlemen:

We propose to provide all supervision, labor, tools, equipment and material necessary to repair the exterior corner of the Operations Center Building for the Lump Sum of:

THIRTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS

~\$37,750.00~

Our scope of work includes:

- 1) Excavate existing foundation, shore and underpin footing.
- 2) Repair block wall.
- 3) Backfill foundation, install new concrete pad at door.
- 4) Repair/replace door, frame and hardware.

Thank you for the opportunity to quote this work. Should you have any questions, please do not hesitate to contact me at this office at Extension 116.

TERMS: Net 15 Days

THIS PROPOSAL IS LIMITED TO 30 DAYS ACCEPTANCE FROM DATE HEREOF.

Very truly yours,
JARVIS, DOWNING & EMCH, INC.
Mark R. Sampson /s/
Mark R. Sampson
Vice-President

/gs

Acceptance

An Equal Opportunity Employer

DATE APPROVED 10/29/14

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

IN THE MATTER OF AMENDING MOTION OF OCT. 15, 2014 CHANGING POSTING OF UNIT SUPPORT WORKER II POSITION TO FULL-TIME/SENIOR SERVICES

Move made by Mr. Thomas, seconded by Mr. Coffland to amend the motion of October 15, 2014 to read as follows: Motion to authorize the Program Coordinator of Senior Services of Belmont County to post for the position of a “full-time” Unit Support Worker II. █

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Commissioner Favede provided a brief update on the Land Bank. Set up is moving along. It was decided to contract out to A. C. Wiethe of Belomar due to his experience, history and relationships with the entities involved. The contract is being drawn up. Their next meeting will be November 17.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:20 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee and ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:36 A.M.

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF APPROVING THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES UNION CONTRACT

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following resolution:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners (“Commissioners”) is the co-appointing authority for the Belmont County Department of Job and Family Services and empowers the Board to establish compensation and set benefit levels for Belmont County Department of Job and Family Services’ bargaining unit employees;

WHEREAS, pursuant to the Ohio Revised Code, the “Commissioners” as co-appointing authority for the Belmont County Department of Job and Family Services, establish compensation and benefit levels and authorize any hiring and/or employment changes; and

NOW THEREFORE, BE IT RESOLVED that, the Board of Belmont County Commissioners does hereby approve the labor agreement with the Ohio Council 8, AFSCME, AFL-CIO, Local 3073, as co-appointing authority of the Department of Job and Family Services for the period of November 1, 2014 through October 31, 2017.

Upon roll call the vote was as follows:

Mr. Coffland	<u>Yes</u>
Mrs. Favede	<u>Yes</u>
Mr. Thomas	<u>Yes</u>

Adopted this 29th day of October, 2014

**ARTICLE 1
PREAMBLE AND PURPOSE**

Section 1.1

This agreement is made by and between the County of Belmont, Ohio, Belmont County Department of Job and Family Services, hereinafter referred to as the Employer and Local 3073, the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO hereinafter known as the Union. Any name change to the Department of Job and Family Services will not affect this Agreement.

This agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of the terms and conditions of their employment. It is also the intent of this Agreement to set forth understandings between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein, thereby complying with the requirements of Chapter 4117 of the Ohio Revised Code. This Agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances which may arise.

Section 1.2

The provisions of this Agreement are binding upon the Belmont County Department of Job and Family Services, and the Belmont County Board of Commissioners, and its successors, assigns, purchasers, and/or operators. This Agreement shall not be affected or changed in any respect by transfer, consolidation, merger, or sale, or, by any change in legal status, ownership, or management of the Belmont County Department of Job and Family Services.

**ARTICLE 2
RECOGNITION**

Section 2.1

The Belmont County Department of Job and Family Services does hereby recognize and accept the Union as the sole and exclusive bargaining agent for all full-time and part-time employees of the Belmont County Department of Job and Family Services, including those in the bargaining unit as certified by the State Employees Relations Board and hereinafter defined as:

Account Clerk 1	File Clerk
-----------------	------------

Account Clerk 2	Floater
Account Clerk 3	Income Maintenance Aide 2
Case Manager – APS	Investigator 1
Case Manager – Children Services	Investigator 2
Case Manager – CSEA Investigator	Laborer Crew Leader
Case Manager – Day Care	Mail Clerk/Messenger
Case Manager – DDU	Maintenance Repair Worker 1
Case Manager – Employ. Serv. Rep.	Maintenance Repair Worker 2
Case Manager – Fraud	Maintenance Repair Worker 3
Case Manager – Fraud Investigator	Office Machines Operator 1
Case Manager – IV-E	Public Inquiries Assistant
Case Manager – Medicaid	Purchasing Assistant
Case Manager – Nursing Home	Receptionist
Case Manager – Public Assistance	Safety Officer
Case Manager – Trainer	Secretary 1 (non-confidential)
Case Manager – WIA	Social Services Aide 1
Case Manager - Work Program	Social Services Aide 2
Clerical Specialist	Telephone Operator
Clerical Specialist/Screenener	Telephone Operator/Receptionist
Clerk	Vehicle Operator
Coordinator	
Custodial Worker	
Fiscal Specialist	

Section 2.2

Exclusions from the bargaining unit shall be all Management level employees, confidential employees, professional employees and supervisors as defined in 4117 including County Job and Family Services Director, Program Administrators, Assistant County Administrator, Eligibility/Referral Supervisor, Fiscal Administrator, Case Manager/Investigator Supervisor, Human Resources Administrator, Planner/Evaluator, Social Services Supervisor, Human Resources Assistant, Administrative Assistant, Building Maintenance Supervisor, Fiscal Officer, MIS Coordinator, MIS Assistant, Program Evaluator and Staff Attorney.

Section 2.3

Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer agrees to meet with the Union within 30 days to discuss inclusion or exclusion from the bargaining unit. If the parties fail to reach an agreement on the position, the issue shall be submitted to SERB for a final determination.

**ARTICLE 3
UNION SECURITY AND DUES DEDUCTION**

Section 3.1

The Employer agrees to deduct the regular Union membership dues from the pay of only those employees in the bargaining unit who provide written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.2

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from

Section 3.2 (cont'd)

deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.3

The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or, (c) layoff from work; or, (d) an agreed unpaid leave of absence; or (e) revocation of the check-off authorization.

Section 3.4

The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3.5

It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing, within thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that Union dues deduction would normally be made by deducting the proper amount.

Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.6

One (1) month advance notice must be given to the Employer and County Auditor prior to making any changes in an individual's dues deduction. The Treasurer of the Union agrees to certify in writing no later than each anniversary of this Agreement the rate at which dues are to be deducted, if changed.

Section 3.7

Upon the effective date of this Agreement, all employees in the bargaining unit who, sixty (60) days from the date of hire, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

All employees hired prior to or after the effective date of this Agreement who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein, moreover, sent to the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, OH 43085-2512.

Section 3.8

P.E.O.P.L.E. Check-Off: Upon receipt from the Union of individual written authorization cards, voluntarily executed by an employee, the Employer will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of the bargaining unit members, if the Employer is able to secure administrative support from the County for purposes of making the deductions. P.E.O.P.L.E. deductions will be subject to the following conditions:

FF

- A. An employee shall have the right to revoke the authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and
- B. The Employer's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization or upon termination of employment or upon acceptance of a job classification

Section 3.8 (cont'd)

- C. The contribution amount shall be certified to the Employer by the Union. The employee shall provide to the Employer within thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.
- D. Once an employee revokes authorization under this Article, the employee shall not be entitled to reauthorize voluntary contributions for a six (6) month period from the effective date of the revocation.
- E. Indemnification: The parties specifically agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the contributions made by the Employer pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contribution.

**ARTICLE 4
UNION REPRESENTATION**

Section 4.1

The Union shall submit in writing the names of its officers or representatives who are authorized to speak on behalf of the Union and/or represent bargaining unit employees. The Employer agrees to recognize eight (8) employee representatives selected by the Union. The Union will also submit in writing to the Employer a

Section 4.1 (cont'd)

comparable list of those employees acting as officers and/or stewards of the Union. This list shall be kept current at all times and any changes shall be in writing.

Section 4.2

International Union or Council representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon receipt of a letter by the Employer within sixty (60) days of the signing of this Agreement identifying the representatives by name and signed by the Chief Council #8 Administrative Officer or his designee.

Section 4.3

No one shall be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 4.4

Authorized Union representatives shall be permitted, with approval of their supervisors, to utilize up to one (1) hour per day to a total of sixteen (16) hours per pay period for all authorized representatives for the investigation of grievances. An authorized Union representative investigating a grievance in accordance with this Article during work hours shall, at the time of the request to the supervisor, submit the name, supervisor and department involved in this phase of the investigation. Grievance hearings or other necessary meetings between the Employer and the Union will be scheduled by mutual agreement of both parties. If such hearings or meetings are scheduled during an employee's regular duty hours, the employee, his grievance representative, and necessary witnesses (to the extent of time that the witnesses are needed for testimony) shall not suffer any loss of pay while attending the hearing or meeting. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.

Section 4.5

Rules governing the activity of Union Representatives are as follows:

HH

The Union agrees that no official or member of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct any Union business during normal work times except to the extent authorized in Section 4.4 above and only after obtaining approval from the Director or his designee.

Section 4.5 (cont'd)

- B. Union officials (or representatives) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.
- C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge.
- D. Officers and Executive Board Committee members are permitted to use paid drive time to and from Executive Board meetings, not to exceed one-hour round trip.

**ARTICLE 5
MANAGEMENT RIGHTS**

Section 5.1

Except as provided for in this Agreement, nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent exclusive Appointing Authority rights with respect to matters of general legislative or managerial policy. The Employer shall retain the right and the authority to administer the business of its Departments, and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the Employer has and will retain the full right and responsibility to direct the operations of the Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following:

All applications timely filed shall be reviewed by the Department, and the job will be awarded within ten (10) working days in accordance with the following criteria, which shall be given equal weight.

- A. Work Experience (related)
- B. Education
- C. Seniority

Work experience, education and seniority, are weighed equally (33.33% of total value) in determining which employee is awarded a job. For bidding purposes, three (3) years of service with the agency equates to an Associate Degree, and five (5) years of service with the agency equates to a Bachelor Degree.

Physical and Mental Ability may be used as a qualifier to determine whether or not an employee can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by ADA) who can with reasonable accommodation perform the job that he is bidding on.

In the event of a tie, seniority shall be the deciding factor.

Section 13.2

A uniform application form for job bidding shall be mutually developed by the parties and attached to this Agreement as Appendix C.

Section 13.3

An employee who is awarded a job under these provisions shall receive the rate of pay of the new classification immediately and shall be placed in the position awarded within thirty (30) calendar days of the award date.

- A. Employees who are awarded a position in a higher pay range shall be placed in a step which is at least three percent (3%) greater than their present base rate.
- B. Employees who are awarded a position in the same pay range shall continue to receive their same rate of pay.
- C. Employees who are awarded a position in a lower pay range shall remain in the same step. If the lower classification does not contain a step equal to that of the current classification, the employee shall be placed in the maximum step of the lower classification.

Section 13.4

In order to bid on any Case Manager position, an employee must have completed an undergraduate degree or have been employed by the agency for at least five years in addition to any state mandated qualifications. Employees who are currently in Case Manager positions or who have previously been classified as Case Managers are exempt from this course requirement. In those situations in which a Case Manager position is posted and there are no qualified bids, the contractual requirement of the completion of an undergraduate degree will be waived and the position will be reposted. The waiver of this requirement may be included concurrently with the initial posting.

This waiver does not apply to those Case Manager positions (i.e., Children Services) which require an undergraduate degree or any specialized course work above and apart from the contractual requirement.

Section 13.4 (cont'd)

In order to bid on a Children Services Case Manager position, you must either have a Bachelor's Degree in a Human Services related field or an Associate's Degree and complete you Bachelor's Degree within two (2) years from the date placed in the position. Documentation must be provided showing that you are working toward the degree.

Section 13.5

Employees are prohibited from bidding on a new position for six (6) months from the award date of current position. If an employee returns voluntarily to prior position, he is prohibited from bidding on another position for a period of six (6) months from the date of his return to prior classification.

If an employee is involuntarily returned to his prior classification (including failure of probation), he is not prohibited from bidding on another position.

Section 13.6

If the Employer and the Union agree in a Labor Management setting that a position has changed significantly enough to justify reclassification, such reclassification may take place at the local level with the agreement of the Employer and Union. The Employer and Union agree to meet within forty-five (45) calendar days of an employee's written request to their immediate supervisor to resolve reclassification.

Section 13.7

Subsequent to July 1, 2002, any part-time position created and made full-time must be bid as full-time unless the incumbent has five (5) or more years in that position.

Section 13.8

In the event a part-time position becomes a full-time position so outlined in Article 13, Section 13.1 shall be followed.

Section 13.9

In the event of a layoff, Article 15, Section 15.6, Section 15.7 and Section 15.8 will be followed.

**ARTICLE 14
TEMPORARY TRANSFERS**

Section 14.1

Any employee within the bargaining unit who is temporarily assigned to duties of a position with a higher pay range than is the employee's own, shall be paid the higher rate of pay for all hours so assigned after the completion of one (1) day in the assignment, and retroactive to the time the assignment began and for the duration of the assignment. Such temporary assignments shall not exceed sixty (60) working days, unless extended by mutual agreement of Labor-Management.

**ARTICLE 15
LAYOFF AND RECALL**

Section 15.1

When it becomes necessary to reduce the number of employees in the bargaining unit because of lack of funds, lack of work, or abolishment of positions, the following layoff procedures shall be followed:

- A. The Employer shall determine in which classification the layoffs are to occur.

~~~~~  
Employees in each affected classification shall be laid off in inverse order of agency seniority.

For the purpose of a tie breaker for those employees affected by the merger of the agencies, the order of seniority will be determined in accordance with their time with the agency.

In the event two (2) people were hired on the same date, if applicable, the earliest date of application will be used as a tie breaker. If not applicable, a drawing of lots will be used.

- C. The Employer shall give the affected employee ten (10) days written notice of their layoff indicating their right to bump less senior employees in any lower or equal classification, within the bargaining unit, for which they are qualified, according to DAS qualifications in effect upon execution of this Agreement.

**Section 15.1 (cont'd)**

- D. The affected employees shall have five (5) working days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified. An employee not submitting such request within five (5) working days shall be considered to have accepted the layoff. A 90-day probationary period will apply.

- E. Any bargaining unit employee who is bumped out of his position may exercise the same layoff rights as outlined above.

- F. Prior to the implementation of a layoff, the Employer will consider any written requests from bargaining unit employees for voluntary layoffs.

**Section 15.2**

The Employer agrees that, prior to any reduction in the workforce, all temporary, seasonal, intermittent, and student positions will be eliminated. Before any permanent, non-probationary employees are laid off, all probationary new hires will be eliminated.

**Section 15.3**

In those instances when the Employer chooses to reorganize without reducing the workforce, the choice to occupy any newly created position(s) will be given, according to seniority, to those employees in the affected classification(s). The employee must be qualified to occupy the newly created position(s). Should all employees in the affected classification(s) elect not to occupy the new position(s), layoff procedures will begin.

**Section 15.4**

Nothing contained in this layoff procedure shall prohibit any non-bargaining unit employee from exercising the rights guaranteed to him under the Ohio Revised Code.

**Section 15.5**

Displaced/laid off employees shall have recall rights to the position from which they were laid off for eighteen (18) months from the effective date of the layoff.

**Section 15.6**

When the Employer decides to fill a position vacated by layoff, eligible employees (displaced and laid off) shall be recalled in the inverse order by which they were laid off by classification.

**Section 15.7**

In the event of an anticipated layoff due to lack of funds, this Agreement may be reopened upon agreement of both parties.

**Section 15.8**

In the event of a layoff, Management will post a recall and displacement list.

**ARTICLE 16  
UNION LEAVE**

**Section 16.1**

Subject to the operational needs of the Department, the Union has ten (10) days per year (year defined as contract year) for its members or officials who attend functions for the Union, provided one (1) week advance notice is given to the Employer by the Union President or designee. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

**ARTICLE 17  
BULLETIN BOARDS**

**Section 17.1**

The employer shall continue to make available to the Union a portion of the Department's Bulletin Board. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreation and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Reports of non-political standing committees and independent non-political arms of the Union;
- F. Non-political publications, rulings or policies of the Union;
- G. Department of Administrative Services or Pension Board Publications;
- H. Other materials relating to Union activities.

In the event a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by the Employer and the notice will be removed from the bulletin board until the dispute is resolved. If the material is not removed, the Employer may cancel the provisions of this Section and use of the bulletin board by the Union until the issue can be resolved.

**Section 17.2**

It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

- Personal attacks upon any employee or official of the County;
- Scandalous, scurrilous or derogatory attacks upon any employee or official of the County;
- Attacks on any other employee organization; or,
- Attacks on and/or favorable comments regarding a candidate for public or Union office.

**ARTICLE 18  
BREAK PERIODS**

**Section 18.1**

Each employee shall be granted a fifteen (15) minute break period with pay which will be scheduled whenever practicable approximately midpoint in the first one half (1/2) of the employee's regular work shift and in the second half of the shift. Break periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The break period is intended to be a recess to be preceded and followed by an extended work period, thus, it may not be used to cover an employee's late arrival to work or early departure, or an extension of lunch period, nor may it be regarded as accumulative if not taken.

**Section 18.2**

An employee who works two consecutive hours or more in excess of his normal work schedule shall be entitled to an additional fifteen (15) minute paid break.

**ARTICLE 19  
BARGAINING UNIT WORK**

**Section 19.1**

The Employer hereby agrees that work normally done by bargaining unit employees shall not be contracted out nor performed by management personnel on a regular basis so as to result in the displacement of a bargaining unit position.

**ARTICLE 20  
PAID LEAVES**

**Section 20.1 SICK LEAVE**

- A. Sick leave credit shall be earned at the rate of one and one quarter (1/4) day for each calendar month of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or lay off. Unused sick leave shall accumulate without a limit.
- B. Sick leave may be requested for the following reasons:
  - 1. Illness or injury of the employee or a member of his immediate family;
  - 2. Exposure of employee or a member or his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
  - 3. Medical, dental or optical examinations or treatment of employee or a member of his immediate family where the employee's presence is required and which cannot be scheduled during non-working hours;
  - 4. Pregnancy, childbirth and/or related medical conditions.

For the purposes of this policy, the "immediate family" is defined as spouse, parent, step-parent, grandparent, step-grandparent, sibling, son-in-law, daughter-in-law, child, grandchild, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or anyone who has assumed one of these roles, or a legal guardian or a power-of-attorney.

Sick leave shall be charged in minimum units of one quarter (1/4) hour. An employee shall be charged for sick leave









|                              |                           |
|------------------------------|---------------------------|
| After seven (7) years        | Three (3) weeks vacation  |
| After thirteen (13) years    | Four (4) weeks vacation   |
| After twenty-one (21) years  | Five (5) weeks vacation   |
| After twenty-five (25) years | Six (6) weeks of vacation |

**Section 26.2**

Each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority as any needed tiebreaker. Management guarantees that a minimum of twenty percent (20%) of the employees in a classification, per unit, will be approved for vacation for which they are eligible.

**Section 26.3**

All vacation scheduling is subject to prior approval of the Director.

**Section 26.4**

No vacation leave shall be carried over for more than four (4) years with the exception of those employees who have completed twenty-five (25) years of service. Those employees may not carry over more than (4) years and one (1) week of vacation. Employees hired after July 1, 2005 may carry over no more than three (3) years and one week (1) of vacation.

**Section 26.5**

No employee shall be entitled to utilize vacation until after his first anniversary of employment.

**Section 26.6**

Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

**ARTICLE 27  
HOLIDAYS**

**Section 27.1**

All permanent full-time and part-time bargaining unit employees shall be entitled to the following holidays with pay:

| HOLIDAY                              | DATE OBSERVED                        |
|--------------------------------------|--------------------------------------|
| New Year's Day . . . . .             | January 1                            |
| Martin Luther King Day . . . . .     | 3 <sup>rd</sup> Monday in January    |
| Presidents' Day . . . . .            | 3 <sup>rd</sup> Monday in February   |
| Memorial Day . . . . .               | Last Monday in May                   |
| Independence Day . . . . .           | July 4                               |
| Labor Day . . . . .                  | 1 <sup>st</sup> Monday in September  |
| Columbus Day . . . . .               | 2 <sup>nd</sup> Monday in October    |
| Veterans' Day . . . . .              | November 11                          |
| Thanksgiving Day . . . . .           | 4 <sup>th</sup> Thursday in November |
| Day After Thanksgiving Day . . . . . | Day after Thanksgiving               |
| Christmas Eve (1/2 day)              | December 24                          |
| Christmas Day . . . . .              | December 25                          |
| Floating Holiday . . . . .           | One Day                              |

**Section 27.2**

In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

**Section 27.3**

If an employee is required to work on one of the recognized holidays, he shall receive time and one-half (1/2) for all hours worked, plus one (1) full day holiday pay. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

**Section 27.4**

Permanent full-time and part-time bargaining unit employees shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.1 when no work is performed on such holiday.

**Section 27.5**

The floating holiday shall be taken in accordance with the guidelines for usage of personal days. If this day is not used during the calendar year, it will be forfeited.

**ARTICLE 28  
HEALTH AND SAFETY**

**Section 28.1**

The Employer shall make reasonable provisions for the safety, health and welfare of its employees. Both the Union and Employer agree to work cooperatively in maintaining safety and complying with the Occupational Safety and Health Act.

**Section 28.2**



section. Seniority shall be calculated in calendar days of employment from the last hiring date or re-employment following a break in service.

For the purposes of a tie breaker for those employees affected by the merger of the agencies, the order of seniority will be determined in accordance with their time with the agency.

In the event two (2) people were hired on the same date, if applicable, the earliest date of application will be used as a tie breaker. If not applicable, a drawing of the lots will be used.

**Section 32.2**

Employees shall lose all seniority upon any of the following circumstances:

- a. Layoff in excess of eighteen (18) months;
- b. Resignation;
- c. Discharge for just cause;
- d. Failure to return to work within five (5) working days of recall from layoff, via notice by certified mail to employee's residence; unless the failure to return to work within such five (5) days is not within the control of the employee, or within five (5) days, the employer agrees to an alternate date for the employee to return to work;
- e. Failure to return to work upon expiration of a leave of absence, unless otherwise agreed to by Employer; and
  - 1. Absence of four (4) or more consecutive work days, without notifying the Agency's Director or his designee in the absence of the Director (no call/no show), unless reasonable excuse for the absence is given.
- f. An employee who has been or served in a non-bargaining unit position longer than they have served within the bargaining unit will lose all bargaining unit seniority. (i.e., three (3) years in bargaining unit and four (4) years out of non-bargaining Unit.), no bargaining unit seniority.

**Section 32.3**

Employees shall continue to accrue seniority during the following:

- a. Absence, while on approved paid or unpaid leave;
- b. Layoff of eighteen (18) months or less;
- c. Time spent on sick leave and vacation leave.

**Section 32.4**

The Employer shall post a seniority list once every six (6) months on the bulletin board, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union.

**ARTICLE 33  
SEVERABILITY**

**Section 33.1**

This agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 33.2**

The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

**ARTICLE 34  
WAIVER IN CASE OF EMERGENCY**

**Section 34.1**

In case of an emergency declared by the President of the United States, the Governor of the State of Ohio, County Commissioners, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

**Section 34.1 (cont'd)**

- A. Time limits for Management's replies on grievances or time limits for filing of a grievance.
- B. All work rules and/or agreements and practices relating to the assignment or employees.

Within five (5) days after the emergency crisis, management and the Union shall meet to discuss issues surrounding the emergency and what measures have been taken or need to be taken to ensure efficient operation of the agency and the workforce.

**Section 34.2**

Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the grievance(s)) had properly progressed prior to the emergency.

**ARTICLE 35  
DURATION OF AGREEMENT**

**Section 35.1**

This Agreement shall be effective as of November 1, 2014, and shall remain in full force and effect until October 31, 2017.

**Section 35.2**

Executed at St. Clairsville, Ohio this 29th day of October, 2014.

FOR THE COUNTY

FOR THE UNION

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

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

APPROVED AS TO FORM:

David K. Liberati /s/

Belmont County Prosecutor

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Thomas   | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede  | Yes |

**IN THE MATTER OF APPROVING THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES NON-BARGAINING UNIT EMPLOYEES PAY AND BENEFITS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following resolution:

**RESOLUTION**

**WHEREAS**, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners ("Commissioners") is the co-appointing authority for the Belmont County Department of Job and Family Services and empowers the Board to establish compensation and set benefit levels for Belmont County Department of Job and Family Services' non-bargaining unit employees;

**WHEREAS**, the Belmont County Commissioners and the Belmont County Department of Job and Family Services have reached agreement with the Ohio Council 8, AFSCME, AFL-CIO, Local 3073, covering wages and benefits for a period of November 1, 2014 through October 31, 2017; and

WHEREAS, the Belmont County Board of Commissioners desires to extend the same contractual benefits to the non-bargaining unit employees;

NOW THEREFORE, BE IT RESOLVED that, the Board of Belmont County Commissioners does hereby declare that the compensation package and all applicable benefit changes extended to the Belmont County Department of Job and Family Services' bargaining unit employees, and recognized as reimbursable by the Ohio Department of Job and Family Services, shall be approved for non-bargaining unit employees.

Upon roll call the vote was as follows:

|              |            |
|--------------|------------|
| Mr. Coffland | <u>Yes</u> |
| Mrs. Favede  | <u>Yes</u> |
| Mr. Thomas   | <u>Yes</u> |

Adopted this 29<sup>th</sup> day of October, 2014

**IN THE MATTER OF OFFERING EMPLOYMENT FOR THE POSITION OF THE HUMAN RESOURCE GENERALIST/COMMISSIONERS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to offer employment for the position of the Human Resource Generalist for the Belmont County Commissioners at an annual salary of \$55,000.00

Upon roll call the vote was as follows:

|              |         |
|--------------|---------|
| Mr. Thomas   | Yes     |
| Mr. Coffland | Yes     |
| Mrs. Favede  | Abstain |

**IN THE MATTER OF APPROVING THE HIRING OF JASON DUNCIL FOR THE EQUIPMENT OPERATOR POSITION/SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Jason Duncil for the Equipment Operator position for the Belmont County Sanitary Sewer District at the rate of \$13.45 per hour beginning November 3, 2014, based upon the recommendation of Mark Esposito, Director.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Thomas   | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede  | 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 September 24, 2014.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Thomas   | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede  | Yes |

**BREAK**

**IN THE MATTER OF THE VACATION OF A PORTION OF HIGH STREET AND A PORTION OF A 12' ALLEY IN PROPOSED LYNN ADDITION GOSHEN TWP. SEC. 12, T-7, R-5/RD IMP #1125**

Office of County Commissioners  
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 29th day of October, 2014, at the office of the Commissioners with the following members present:

Mrs. Favede  
Mr. Coffland  
Mr. Thomas

Mrs. Favede moved the adoption of the following:

**RESOLUTION**

WHEREAS, On the 29th day of October, 2014, 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 5th day of November, 2014 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:

|              |     |
|--------------|-----|
| Mrs. Favede  | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas   | Yes |

Adopted October 29, 2014

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:01 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Favede to adjourn the meeting at 10:01 a.m.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Coffland | Yes |
| Mrs. Favede  | Yes |
| Mr. Thomas   | Yes |

Read, approved and signed this 5th day of November, 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