

St. Clairsville, Ohio

September 2, 2015

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 APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed.

**IN THE TOTAL AMOUNT OF \$467,914.98**

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**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A90.002 Salaries-Nurses	\$50,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A91.003 PERS	\$7,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A92.011 Contract-Services	\$40,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0057-A006-F02.010 Supplies	\$5,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0057-A006-F06.011 Veterinary Services	\$10,000.00
E-0082-A002-C22.000 Contract Repairs	E-0082-A002-C32.010 Supplies	\$2,000.00

**B00 DOG & KENNEL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1600-B000-B02.002 Salaries-Employees	E-1600-B000-B07.000 Veterinary Services	\$40,000.00

**W82 DRETAC-TREASURER FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1410-W082-T09.011 Contract Services	E-1410-W082-T07.006 Hospitalization Ins.	\$3,000.00
E-1410-W082-T09.011 Contract Services	E-1410-W082-T01.002 Salaries	\$3,000.00
E-1410-W082-T02.010 Supplies	E-1410-W082-T02.002 Salaries	\$1,650.00
E-1410-W082-T02.010 Supplies	E-1410-W082-T05.003 PERS	\$500.00

**BCSSD/VARIOUS FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P18.010 Supplies	\$200.00
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P35.005 Medicare	\$200.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P21.000 Materials	\$30,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P29.003 PERS	\$20,000.00
E-3704-P051-P09.000 Sewage Disposal	E-3704-P051-P05.000 Materials	\$3,100.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P05.000 Materials	\$5,000.00
E-3705-P053-P15.000 Other Expenses	E-3705-P053-P13.003 PERS	\$3,000.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P35.005 Medicare	\$260.00
E-3706-P055-P14.004 Workers Comp	E-3706-P055-P12.000 Travel	\$10.00
E-3706-P055-P35.005 Medicare	E-3706-P055-P15.000 Other Expenses	\$175.00
E-3706-P055-P14.004 Workers Comp	E-3706-P055-P15.000 Other Expenses	\$119.00
E-3706-P055-P07.011 Services	E-3706-P055-P15.000 Other Expenses	\$1,100.00
E-3707-P056-P16.074 Transfers Out	E-3707-P056-P05.000 Materials	\$400.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A017-A00.000 Contingencies	E-0061-A002-B07.000 Jurors' Fees	\$45,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

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

**N29 CAPITAL PROJECTS-FACILITIES FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out <i>2015/Q2 Casino Revenue</i>	R-9029-N029-N04.574 Transfers In	\$196,176.66

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	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 following dates:

**\*\*SEPTEMBER 2, 2015\*\***

**GENERAL FUND**

E-0131-A006-A16.000	Other Expenses	\$535.09
<b><u>E10 9-1-1 FUND</u></b>		
E- 2200-E010-E7.000	Other Expenses	\$6,252.00
<b><u>E11 9-1-1 WIRELESS FUND</u></b>		
E-2301-E011-E01.011	Contract Services	\$1,267.00
<b><u>H08 WIA AREA 16 FUND/BCDJFS</u></b>		
E-2610-H008-H14.000	Belmont Co-OWIP	\$3,000.00
E-2610-H008-H16.000	Harrison Co-OWIP	\$2,000.00
<b><u>K00 MVGT-ENGINEERS FUND</u></b>		
E-2813-K000-K30.013	Contracts Projects	\$52,071.54
<b><u>L01 SOIL CONSERVATION FUND/BSWCD</u></b>		
E-1810-L001-L14.000	Other Expenses	\$5,279.00
<b><u>P90 SPECIAL EMERGENCY PLANNING FUND/LEPC</u></b>		
E-1720-P090-P03.000	Other Expenses	\$5,574.00
E-1720-P090-P07.002	Salaries	\$12,000.00
E-1720-P090-P08.003	PERS	\$1,700.00
E-1720-P090-P09.004	Workers Comp	\$600.00
<b><u>S17 CHILDREN SERVICES FUND/BCDJFS</u></b>		
E-2765-S017-S31.000	Other Expenses	\$9,243.50
<b><u>W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND</u></b>		
E-1511-W080-P01.002	Salary	\$1,614.05
E-1511-W080-P07.006	Hospitalization	\$1,358.50
<b><u>SHERIFF/VARIOUS</u></b>		
E-0131-A006-A09.000	Medical	\$2,287.36
E-0131-A006-A23.000	Background	\$776.00
E-0131-A006-A24.000	E-SORN	\$300.00
E-0131-A006-A30.000	Project Lifesaver	\$60.00
E-0131-A006-A32.000	Warrant Fee	\$680.00
E-1652-B016-B02.000	DUI	\$50.00
E-5100-S000-S01.010	Commissary	\$7,071.80
E-5101-S001-S06.000	CCW License	\$2,288.00
E-5101-S001-S07.012	CCW Equipment	\$1,554.00
E-9710-U010-U06.000	Reserve	\$951.15

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR VARIOUS FUNDS/CLOSED CARRY-OVER POs**

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2015:

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

	General Fund	
E-0040-A002-G12.000	Bondsman	\$ 274.00
E-0051-A001-A03.010	Supplies	\$ 1,632.34
E-0051-A001-A10.000	Professional Services	\$500,000.00
E-0051-A001-A19.000	Courthouse Security	\$ 31,520.57
E-0051-A001-A28.000	Other Expenses	\$ 14,094.76
E-0064-A002-A06.000	Transcripts	\$ 12,030.00
E-0252-A008-C01.000	Fees-Registration	\$ 1,498.40
E-0256-A014-A05.000	Official Bonds	\$ 1,930.00
E-0257-A017-A00.000	Contingencies	\$412,010.64
<b><u>N29 Fund</u></b>		
E-9029-N029-N04.055	Other Expenses	\$ 9,581.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE DELTA DENTAL CHARGEBACKS FOR  
THE MONTHS OF AUGUST AND SEPTEMBER, 2015**

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following transfer of funds for the Delta Dental Chargebacks for the months of August and September, 2015.

FROM	TO	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	16,856.88
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	486.92
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	459.44
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	205.76
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	102.88
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	21.00

E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	21.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	144.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	341.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	51.00
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	423.32
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	0.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,592.71
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	253.68
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	51.44
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	205.76
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	51.44
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	154.32
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	497.14
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	205.76
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	411.52
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,169.38
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	205.76
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	281.16
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	365.66
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,353.53
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	248.08
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	358.65
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	41.61
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	15.63
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	411.52
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	346.34
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	421.74
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,152.12
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	<u>102.88</u>
<b>TOTAL</b>		<b>29,703.71</b>

Upon roll call the vote was as follows:

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

**THE VISION INSURANCE CHARGEBACKS**  
**FOR THE MONTHS OF AUGUST AND SEPTEMBER, 2015**

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following transfer of funds for the Vision Insurance Chargebacks for the months of August and September, 2015.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,670.82
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	135.00
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	131.40
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	12.06
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	55.44
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	27.72
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	447.21
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	75.96
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	13.86
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	95.22
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	55.44
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	13.86
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	41.58
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	139.86
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	55.44
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	6.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	39.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	9.00
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	0.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	94.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	14.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	0.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	127.26
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	110.88
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	316.98
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	55.44
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	79.56
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	524.34
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	100.17
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	372.37
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	82.94
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	86.35
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	13.99
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	5.32

E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	110.88
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	119.34
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	321.84
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	27.72
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>0.00</u>
<b>TOTAL</b>		<b>8,877.51</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

- GENERAL FUND-\$274.00** deposited into E-0040-A003-G12.000 on 08/28/15 – Bondsman
- \$1,632.34** deposited into E-0051-A001-A03.010 on 8/28/15 – Supplies
- \$500,000.00** deposited into E-0051-A001-A10.000 on 08/28/15 – Professional Services
- \$31,520.57** deposited into E-0051-A001-A19.000 on 08/28/15 – Courthouse Security
- \$14,094.76** deposited into E-0051-A001-A28.000 on 08/28/15 – Other Expenses
- \$12,030.00** deposited into E-0064-A002-A06.000 on 08/28/15 – Transcripts
- \$1,498.40** deposited into E-0252-A008-C01.000 on 08/28/15 – Fees-Registration
- \$1,930.00** deposited into E-0256-A014-A05.000 on 08/28/15 – Official Bonds
- \$412,010.64** deposited into E-0257-A017.A00.000 on 08/28/15 – Contingencies
- N29 FUND-\$9,581.00** deposited into E-9029-N029-N04.055 on 08/28/15 – Other Expenses

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	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 September 2, 2015 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 to 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** – Mark Thomas Ginny Favede and Matt Coffland to Columbus, OH, on September 3, 2015 to attend a Jobs Ohio & PTTGC America meeting. A county vehicle will be used by Commissioner Thomas. Laura Ellis to Hamilton, OH, on October 8-9, 2015 to attend the Ohio County Archivists and Records Manager Association conference. Estimated expenses: \$189.00.
- DJFS** – Christine Parker to Columbus, OH, on September 1-2, 2015, to attend a Differential Response meeting. John Regis to Marietta, OH, on September 17, 2015, to attend a Quarterly Fiscal meeting. Estimated expenses: \$212.60
- BCSSD** – Mark Esposito to Cambridge, OH, on September 1, 2015, at attend an OMEGA meeting. A county vehicle will be used.
- SENIOR SERVICES** – Donna Steadman and seniors to Moundsville, WV, on September 8, 15, 22 & 29, 2015 for a senior center outing. Daisy Braun to Amish Country, OH, on September 17, 2015 for a senior center outing.

Upon roll call the vote was as follows:

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

**Reminder: The Board’s regular meeting will be held at 9:00 a.m. on Tuesday, September 15, 2015 instead of Wednesday, September 16, 2015.**

**IN THE MATTER OF ADOPTING RESOLUTIONS AUTHORIZING MATT COFFLAND TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION AND OR AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED**

Motion made by Mr. Thomas, seconded by Mrs. Favede to adopt resolutions authorizing Belmont County Commissioner Matt Coffland to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(s) and to execute contracts as required for the following projects:

- BEL 92-2.65, BEL 132-0.41 and BEL-MEA 715-0.72 Bridge Rehab Project
- County Highway 5 & Pultney Township 311 Paving Project

Upon roll call the vote was as follows:

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

**RESOLUTION AUTHORIZING MATT COFFLAND TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED**

**“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”  
ATTACHMENT C**

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Belmont County Commission is planning to make capital improvements to BEL 92-2.65, BEL 132-0.41 & BEL-MEA 715-0.72 Bridge Rehab Project, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner Matt Coffland is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner Matt Coffland is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Motion made by Commissioner Thomas, seconded by Commissioner Coffland to adopt the foregoing resolution which upon roll call was unanimously adopted.

Passed: September 2, 2015

Signed: **Belmont County Commissioners**

Mark A. Thomas /s/

Mark A. Thomas, President

Ginny Favede /s/

Ginny Favede, Vice-President

Matt Coffland /s/

Matt Coffland

**RESOLUTION AUTHORIZING MATT COFFLAND TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED**

**“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”**

**ATTACHMENT C**

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Belmont County Commission is planning to make capital improvements to County Highway 5 & Pultney Township 311 Paving Project, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner Matt Coffland is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner Matt Coffland is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Motion made by Commissioner Thomas, seconded by Commissioner Coffland to adopt the foregoing resolution which upon roll call was unanimously adopted.

Passed: September 2, 2015

Signed: **Belmont County Commissioners**

Mark A. Thomas /s/

Mark A. Thomas, President

Ginny Favede /s/

Ginny Favede, Vice-President

Matt Coffland /s/

Matt Coffland

**IN THE MATTER OF APPROVING AND SIGNING LETTER RELEASING BLUE RACER MIDSTREAM, LLC, FROM THE RUMA DATED NOVEMBER 12, 2014 FOR THE USE OF 1.42 MILES OF CR 120 (DOUGLAS ROAD)/ ENGINEER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the letter releasing Blue Racer Midstream, LLC, from the Road Use Maintenance Agreement (RUMA) dated November 12, 2014, for the use of 1.42 miles of CR 120(Douglas Road) based upon the recommendation of Fred Bennett, County Engineer.

*Note: They no longer need to use the roadway for pipeline construction and has satisfactorily restored the road.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE CONSTRUCTION PROJECTS WITH TEXAS EASTERN TRANSMISSION, L.P**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreements for Pipeline Construction Project** with Texas Eastern Transmission, LP, effective September 2, 2015, for the purpose of ingress and egress for “Pipeline Activity” at the following sites:

0.35 miles of CR 54 (Pipe Creek Road)

0.73 miles of CR 56 (Mount Victory Road)

*Note: County wide Bond #022051346 for \$2,000,000.00 on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE CONSTRUCTION PROJECT**

**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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter “Operator”), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the “Project”); and

**WHEREAS**, Operator intends to use approximately 0.35 miles of County Road 54 (CR 54, Pipe Creek Road) for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as “Pipeline Activity”). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as “Designated Haul Routes.” It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

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

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

1. Those portions of the Designated Haul Routes to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
2. 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.
3. 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.
4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul Routes, 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:  
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 Pipeline Activity.  
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.  
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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
12. 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 as of the date of the last signature hereto.

Executed in

<p>Authority</p> <p>By: <u>Matt Coffland /s/</u></p> <p>Commissioner/Trustee</p> <p>By: <u>Mark A. Thomas /s/</u></p> <p>Commissioner/Trustee</p> <p>By: <u>Ginny Favede /s/</u></p> <p>Commissioner/Trustee</p> <p>By: <u>Fred F. Bennett /s/</u></p>	<p>Operator: Texas Eastern Transmission, LP By: Spectra Energy Transmission Services, LLC Its General Partner</p> <p>By: <u>Tina V. Faraca /s/</u></p> <hr/> <p>Printed name: Tina V. Faraca</p> <hr/> <p>Company Name: Spectra Energy Transmission Services, LLC</p> <hr/> <p>Title: Vice-President</p>
--	--

County Engineer

Dated: 9-2-15

Dated: 8-17-2015

Approved as to Form:  
David K. Liberati /s/ Assistant

County Prosecutor

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) 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 Pipeline Activity.
- 3) Upgrade the Designated Haul Routes in accordance with the attached plans and/or county standards.
- 4) Maintain the Designated Haul Routes during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 5) Reimburse the Authority for minor maintenance of the Designated Haul Routes during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Pipeline Activities.
- 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 Pipeline Activity for damages not caused by said Pipeline Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT**  
**FOR PIPELINE CONSTRUCTION PROJECT**

**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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

**WHEREAS**, Operator intends to use approximately 0.73 miles of County Road 56 (CR 56, Mount Victory Road) for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

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

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

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

2. 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.

3. 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.

4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul Routes, 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 Designated



Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
  - 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.
5. 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.
  6. 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.
  7. 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.
  8. 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.
  9. 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.
  10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
  11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
  12. 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 as of the date of the last signature hereto. \_\_\_\_\_

Executed in duplicate on the dates set forth below.

**Authority**

**Operator: Texas Eastern Transmission, LP**  
**By: Spectra Energy Transmission Services, LLC**  
**Its General Partner**

By: *Matt Coffland* /s/

By: *Tina V. Faraca* /s/

Commissioner/Trustee

Printed name: Tina V. Faraca

By: *Mark A. Thomas* /s/

Commissioner/Trustee

Company Name: Spectra Energy Transmission

By: *Ginny Favede* /s/

Commissioner/Trustee

Services, LLC

By: *Fred F. Bennett* /s/

Title: Vice President

County Engineer

Dated: 9-2-15

Dated: 8/17/2015

Approved as to Form:  
*David K. Liberati* /s/ Assistant

County Prosecutor

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) 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 Pipeline Activity.
- 3) Upgrade the Designated Haul Routes in accordance with the attached plans and/or county standards.
- 4) Maintain the Designated Haul Routes during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 5) Reimburse the Authority for minor maintenance of the Designated Haul Routes during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Pipeline Activities.
- 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 Pipeline Activity for damages not caused by said Pipeline Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

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 AGREEMENT AND NOTICE TO PROCEED FOR  
THE BCSSD FINISHED WATER STORAGE TANK**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Agreement and Notice to Proceed for the Belmont County Sanitary Sewer Water Treatment Plant-Finished Water Storage Tank for Mid Atlantic Storage Systems, Inc. in the amount of \$1,326,334.00, based upon the recommendation of Jeff Vaughn, Vaughn, Coast & Vaughn.

**AGREEMENT**

This Agreement is dated as of the 2<sup>nd</sup> day of September in the year 2015, by and between the **Belmont County Commission** hereinafter called Owner, and **Mid Atlantic Storage Systems, Inc.** hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

Contractor shall complete all work as specified or indicated in the Contract Documents.

The work is generally described as follows:

WATER TREATMENT PLANT  
FINISHED WATER STORAGE TANK

**ARTICLE 2 - ENGINEER**

The Project has been designed by Vaughn, Coast & Vaughn, 154 s. Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIME**

3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions and the Notice to Proceed.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One thousand dollars (\$1,000.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

**ARTICLE 4 - CONTRACT PRICE**

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

One million, three hundred twenty-six thousand, three hundred thirty-four dollars and no cents

Written

\$1,326,334.00

Numeric

**ARTICLE 5 - PAYMENT PROCEDURES**

5.1 Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be reviewed and processed by Engineer, submitted to the Owner for final approval prior to any payment being processed.

**ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

6.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

6.4 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

**ARTICLE 7 - CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

7.1 Advertisement for Bids and Instruction for Bidders.

7.2 This Agreement, pages 00500-1 to 00500-5, inclusive.

7.3 Ohio Guaranty Bonds, identified as exhibit 00605.

7.4 Notice of Award. 7.5 Notice to Proceed.

7.6 General Conditions, pages 1 to 62, inclusive.

7.7 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.

7.8 Specifications bearing the title:

**Belmont County Commission  
Belmont County Sanitary Sewer District  
Water Treatment Plant  
Finished Water Storage Tank**

**Belmont County Commission  
Belmont County Sanitary Sewer District  
Water Treatment Plant  
Finished Water Storage Tank**

7.9 Drawings, consisting of sheets numbered A, 1 through 5 inclusive with each sheet bearing the following general title:

7.10 Addenda Number 1, inclusive.

7.11 Contractor's Bid with attachments

7.12 Documentation submitted by Contractor prior to Notice of Award, pages - to -, inclusive.

7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

**ARTICLE 8 - MISCELLANEOUS**

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this

restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**ARTICLE 10 - OTHER PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on 9-2-2015.

OWNER: Belmont County Commission CONTRACTOR: Mid Atlantic Storage Systems, Inc.

BY: Matt Coffland /s/  
BY: Mark A. Thomas /s/  
BY: Ginny Favede /s/  
(Corporate Seal)

BY: John L. Fox /s/  
  
(Corporate Seal)

ATTEST: Jayne Long /s/  
Address for giving notices:  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

ATTEST: Barbara A. Baker /s/  
Address for giving notices:  
  
  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
Agent for service of process: \_\_\_\_\_

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

**NOTICE TO PROCEED**

To: Mid Atlantic Storage Systems, Inc.  
1551 Robinson Road  
Washington Court House, OH 43160

Date: September 2, 2015  
Project: Water Treatment Plant  
Finished Water Storage Tank

You are hereby notified to commence work in accordance with the Agreement dated September 2, 2015 on or before September 14, 2015, and fully complete the Work within **210 consecutive calendar days** thereafter. The date of completion of all Work is therefore **April 10, 2016**.

Belmont County Commission Owner  
By: Matt Coffland /s/  
Mark A. Thomas /s/  
Ginny Favede /s/

Acceptance of Notice  
Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_  
Mid Atlantic Storage Systems, Inc.  
this the 4th day of September, 2015.  
By: Jerry Morris /s/  
Title: CEO

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTMENT TO THE BELMONT COUNTY TOURISM COUNCIL BOARD OF TRUSTEES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the reappointment of Mr. William Goff to the Belmont County Tourism Council Board for a five-year term, September 21, 2015 to September 21, 2020, based upon the recommendation of that Board.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE (PAY REQUEST #5) FOR GREENCORE DESIGNS, INC./SSOBC COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the payment of Invoice #14-019.5 (Pay Request #5) for GreenCore Designs, Inc., in the amount of \$41,923.95 (\$34,575.00 lump sum for services, plus reimbursables) for the Senior Services of Belmont County Community Building project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING ENGAGEMENT LETTER WITH BRICKLER & ECKLER, LLP FOR PROFESSIONAL SERVICES RE: VARIOUS RENOVATION AND CONSTRUCTION PROJECTS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Engagement Letter with Bricker & Eckler, LLP for professional services pertaining to various renovation and construction projects.

September 1, 2015

**Re: Engagement Letter**

Dear Belmont County Commissioners:

We are pleased that Bricker & Eckler LLP (the "Firm") has been asked to serve as your counsel in connection with the drafting and negotiation of a purchase contract for real estate for construction of a new County Administration Building, providing an RFQ for design services for Courthouse renovations, providing an RFQ for miscellaneous design services, and providing the County with the guidelines for design professional procurement (the "Matter"). The principal purpose of this letter is to set forth the nature of our engagement and the terms and conditions of our representation. We understand that the Board of County Commissioners for Belmont County, Ohio (the "County") is our client for purposes of this engagement, and not any individual commissioners, officers, or employees of the County. However, while we will be representing the County, we will be looking to you and others designated by you as our primary contacts.

This engagement is limited to the Matter described above. However, to the extent we both agree that additional legal services will be provided and a new engagement letter is not executed, the terms of this letter will apply to the additional services, without any reference to the fixed fee arrangement proposed for the particular Matter described herein.

You agree to cooperate fully with us on this Matter and to fully and accurately disclose to us all facts, circumstances, and documents that may be relevant to the Matter or that we may otherwise request. During the course of this project, we may express opinions or beliefs concerning the Matter, various courses of action and the outcome that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Either of us may terminate the engagement at any time, subject on our part to the applicable rules of professional responsibility. Unless previously terminated, or unless we agree to perform additional work for the County, our representation of the County will terminate upon completion of the Matter and submission of a final statement for our services. After completion of the Matter, changes may occur in laws, regulations, or case law that could affect your future rights or liabilities. Unless you engage us and we agree to provide additional services, the Firm has no continuing obligation to advise you with respect to future legal developments.

In undertaking any representation of a client, we perform a formal conflicts check within our office. Based on our initial conversation with you and our formal conflicts check, we have found no apparent conflicts with respect to representation of the County in this Matter. However, if at any time during our representation we become aware of a conflict or determine that the representation of the County would conflict with our previous representation or relationship with other clients, we will discuss it with you.

Additionally, we require assurance that our representation of the County in this Matter will not later be raised as an actual or potential conflict of interest in any future matter in which we may be representing other parties and not representing the County. This means that, by retaining us as your legal counsel for this Matter, you are waiving the right to disqualify the Firm from acting as counsel for other parties in any other matter which may be adverse to or otherwise involve or affect the County's rights or interests, but for which we have not agreed to represent the County. This prospective waiver will not apply in any matter adverse to the County if, as a direct result of representation of the County in this Matter, we have obtained proprietary or otherwise confidential information that, if known to the other party, could be used in the matter adverse to the County to the material disadvantage of the County.

In addition to the legal work the Firm provides to our clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm who have engaged us to perform such services ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before the Ohio General Assembly and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to, seeking the enactment, repeal, or amendment of various laws, regulations, or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the County's interests.

By executing this engagement letter, the County is acknowledging that it has not retained the Firm to provide Government Relations Services, and our work for the County in this Matter will not disqualify the Firm from providing Government Relations Services to other clients, even when the interests of the client for whom we are providing Government Relations Services are adverse to the County's interests. To the extent such Government Relations Services present an actual or prospective legal conflict of interest, by executing this engagement letter the County is agreeing to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

We will bill the County pursuant to fixed-fees for the following services as set forth below:

- For our initial preparation of the real estate purchase agreement and negotiation of the document until finalized and ready for execution (or until one or both parties have determined not to move forward with finalizing and executing the agreement, if the purchase contract has been generated but is not finalized and executed), Two Thousand Five Hundred Dollars (\$2,500.00). This fixed fee does not include services related to resolving any disputes between the parties, which services would be billed at our standard hourly rates. Further, if, subsequent to execution of the purchase agreement, you desire assistance with title and survey review or other due diligence or other assistance in connection with proceeding under the executed contract and/or closing on the acquisition of the property, then we will bill the County for those additional services at our then-current hourly rates plus any out-of-pocket disbursements.
- For our services in drafting design professional RFQs, Two Hundred and Fifty Dollars (\$250) per RFQ.
- For a stepwise summary of the design professional procurement process, One Hundred Dollars (\$100).
- If additional construction documents, such as General Contractor, Construction Manager at Risk, or Design-Build procurement documents and contracts, are requested, we will provide fixed fees for those services upon request.

We render our statements on a monthly basis, and statements are due and payable upon receipt. The monthly statements will include a description of the out-of-pocket disbursements which were incurred in the performance of our services on your behalf. These out-of-pocket disbursements which your organization will be responsible for paying include long distance telephone charges, telecopy charges, filing fees, copying charges, delivery fees, travel expenses, and similar costs.

Todd Reutzler and Jack Rosati will be the attorneys primarily responsible for handling the Matter and will serve as the contact attorneys for you in connection with the Matter. We also may use other attorneys and paralegals within the Firm for work on the Matter and any subsequent matters from time to time as necessary and appropriate. Mr. Reutzler's current hourly rate is \$335, and, while Mr. Rosati's current hourly rate is \$445, he would perform such additional services at a discounted rate of \$350 per hour. Rates of other attorneys who may be called upon to perform work on your project may be higher or lower, depending on the experience and expertise of the attorney in the subject area, and will generally range from \$190 to \$520 per hour. Our hourly rates may be subject to an increase from time to time in the normal course of our business.

If the terms of this representation are agreeable to the County, please sign one copy of this letter and return it to me via fax or e-mail. Upon receipt of the signed engagement letter, we will commence work on the Matter.

On behalf of the Firm, we again express our appreciation that you have retained us as your counsel.

Very truly yours,  
BRICKER & ECKLER LLP

By: Jack Rosati, Jr. /s/  
Jack Rosati, Jr., Partner

BOARD OF COUNTY COMMISSIONERS FOR  
BELMONT COUNTY, OHIO

By: Mark A. Thomas /s/

Title: Commissioner

By: Ginny Favede /s/

Title: Commissioner

By: Matt Coffland /s/

Title: Commissioner

Date: 9-2-15

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR  
TO BORROW \$4 MILLION FOR THE CONSTRUCTION OF A  
NEW SENIOR SERVICES OF BELMONT COUNTY-COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Belmont County Auditor to borrow \$4,000,000.00 for the construction of a new Senior Services of Belmont County – Community Building, including furniture, fixtures and kitchen equipment.

(NOTE: This will be a one-year bond anticipation note to be paid for with Senior Services levy funds.)

Upon roll call the vote was as follows:

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

**Discussion** – Mr. Thomas noted several meetings have been held between the Auditor’s office, Board of Commissioners’ Fiscal Officer, Commissioners and Senior Services representatives to thoroughly research anticipated revenues that will come in, money that is on hand and our ability to borrow at a low interest rate. That is how the number was determined. It will be a one year note that will be paid from Senior Levy funds. The theory behind this will be the money will be borrowed on a one year note and then determine how to proceed long term with the debt. He said the Board of Commissioners has done this before when borrowing money for infrastructure expansion and it has worked very well. Mr. Coffland said we are trying to take care of our debts under this board and not leaving debts for future boards.

**Mr. Thomas noted next Wednesday, September 9, 2015, will be the Fair Town Hall meeting at 1:30 p.m. Opening ceremonies will be at 12:00 p.m. The regular Commissioners’ meeting will be held at the courthouse at 9:00 a.m.**

**IN THE MATTER OF BID OPENING FOR THE ENGINEERS  
 PROJECT 15-5 RESURFACING VARIOUS COUNTY HIGHWAYS**

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners’ Office for the Belmont County Engineer’s Project 15-5 Resurfacing Various County Highways, they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>The Lash Paving Company</b> P.O. Box 296 Colerain, OH 43916	<b>X</b>	<b>\$1,030,831.55</b>
<b>Shelly &amp; Sands, Inc.</b> P.O. Box 66 Rayland, OH 43943	<b>X</b>	<b>\$1,080,199.00</b>

Present for the bid opening were County Engineer Fred Bennett, Deputy Engineer Terry Lively, Ed Leonard of Shelly & Sands, Inc., Rick Oberdick of The Lash Paving Co. and Robert DeFrank of The Times-Leader.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Belmont County Engineer’s Project 15-5-Resurfacing Various County Highways to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

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

**Discussion** – Mr. Thomas said the Board of Commissioners is committing the funds from the General Fund and are happy to do it in this instance. Mr. Coffland commented there is more paving being done in Belmont County this year than in the last ten years combined. Mr. Thomas noted prior to the bid opening this is for paving of County Road 5, Crescent Road, part of County Road 4, Barton Road, Willow Grove Road, Sand Hill Road and Fulton Hill Road. Parts of those five roads to be paved will be 10.63 miles.

**Break till 11:30 a.m. for Board to attend Memorial Stone Dedication at Martins Ferry USW Hall for late Union President Ron Gildow.**

**IN THE MATTER OF ADOPTING PROCLAMATION  
 IN RECOGNITION OF NATIONAL RECOVERY MONTH**

Present were Sandra Nicholoff, Executive Director and Cindy Bacon, Program Manager from Crossroads Counseling.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation in recognition of National Recovery Month.

**PROCLAMATION IN RECOGNITION OF  
 NATIONAL RECOVERY MONTH**

**WHEREAS**, behavioral health is an essential part of health and one’s overall wellness, and prevention works, treatment is effective, and people can and do recover from substance use and mental disorders; and  
**WHEREAS**, all people have the fundamental and inherent value to be accepted and treated with respect, human dignity, and worth; and  
**WHEREAS**, individuals should have access to fully participate in community like including economic advancement and prosperity: fair and decent housing: quality education: positive opportunities to benefit from and contribute to material, cultural, and social progress; and  
**WHEREAS**, it is critical to educate our policymakers, friends and family members, health care providers, and businesses that substance use and mental disorders are treatable, and that people should seek assistance for these conditions, with the same urgency as they would any other health condition; and  
**WHEREAS**, substance use and mental disorders are serious public health problems. In 2009, 4.3 million people received treatment for a substance use disorder and 30.2 million people for a mental health problem (2009 National Survey on Drug Use and Health), we must continue to reach the millions more who need help; and  
**WHEREAS**, to help more people achieve long-term recovery, and learn how recovery positively benefits the Nation’s overall well-being, Crossroads Counseling Services invite all residents of Belmont County to participate in National Recovery Month: Prevention Works, Treatment is Effective , People Recover (September 2015); and  
**NOW, THEREFORE BE IT RESOLVED**, we the Board of Belmont County Commissioners, do hereby proclaim the month of September 2015 as **NATIONAL RECOVERY MONTH: PREVENTION WORKS, Treatment is Effective, People Recover**, and call upon the people of Belmont County, Ohio to observe this month with appropriate programs, activities, and ceremonies supporting this year’s theme, **“Join the Voices for Recovery: Visible, Vocal Valuable”**  
 Adopted this 2nd day of September, 2015.

**BELMONT COUNTY COMMISSIONERS**  
*Mark A. Thomas /s/*  
 \_\_\_\_\_  
*Matt Coffland /s/*  
 \_\_\_\_\_  
*Ginny Favede /s/*  
 \_\_\_\_\_

Upon roll call the vote was as follows:

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

**Discussion** – Mrs. Favede stated the Board of Commissioners appreciates the work Crossroads does for the county and community. Mr. Thomas said there is a need to bring this issue to the surface to make people more aware.

**IN THE MATTER OF AWARDING THE BID FOR  
 BELMONT COUNTY ENGINEER’S PROJECT 15-5  
 RESURFACING VARIOUS COUNTY HIGHWAYS TO LASH PAVING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's Project 15-5-Resurfacing Various County Highways to the low bidder, Lash Paving Co., in the amount of \$1,030,831.55, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 11:47 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 12:10 P.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF AUTHORIZING ADVERTISING TO  
HIRE FOR UP TO FIVE POSITIONS FOR MAINTENANCE  
AND HOUSEKEEPING/BUILDING AND GROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise to hire for up to five positions for maintenance and housekeeping for the Belmont County Building and Grounds Dept.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 12:11P.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.

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 12:23 P.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ESTABLISHING  
THE POSITION OF ASSISTANT DIRECTOR  
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Commissioner Thomas, seconded by Commissioner Coffland to adopt the following Resolution:

**RESOLUTION**

**WHEREAS**, the Belmont County Board of Commissioners has the authority to create new positions at the Belmont County Sanitary Sewer District; and

**WHEREAS**, the Board has the authority to establish wage and benefits for said positions.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Belmont County Board of Commissioners does hereby establish the position of Assistant Director for the Belmont County Sanitary Sewer District as an "exempt" position, with all benefits as authorized by the Board for other county employees and as stipulated in the "Belmont County Personalized Employees Plan".

**AND, BE IT FURTHER RESOLVED**, the starting salary and future wage increases are to be determined by the Board.

Adopted this 2nd day of September, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE  
HIRING OF KELLY PORTER AS ASSISTANT DIRECTOR  
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Mr. Kelly Porter as the Assistant Director for the Belmont County Sanitary Sewer District at an annual salary of sixty-eight thousand dollars (\$68,000.00) beginning Thursday, September 3, 2015.

Upon roll call the vote was as follows:

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

**Reconvened Tuesday, September 8, 2015. Commissioners Favede and Coffland present. Commissioner Thomas absent. No further business.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 9:40 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 9:40 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 9<sup>th</sup> day of September, 2015.

Mark A. Thomas /s/\_\_\_\_\_

Ginny Favede /s/\_\_\_\_\_ COUNTY COMMISSIONERS

Matt Coffland /s/\_\_\_\_\_

We, Mark Thomas 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.

Mark A. Thomas /s/\_\_\_\_\_ PRESIDENT

Jayne Long /s/\_\_\_\_\_ CLERK