

St. Clairsville, Ohio

September 3, 2014

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

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

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

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
A-McGhee Office Supply	Supplies-Treasurer/General Fund	58.90
A-MOS	Sharp copies-Clerk of Courts/General Fund	94.54
S- AT&T	Internet-Uverse Acct/Northern Ct. General Special Projects Fund	114.50
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-OMEGA	Marketing/promotion meeting/Port Authority Fund	20.00
W-Belmont Co. Clerk of Courts	Advertising delinquent taxes/DRETAC-Treasurer's Office Fund	1,223.88

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 September 3, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$19,766.25
A-GENERAL/EMA	\$2,706.06
A-GENERAL/ENGINEER	\$68.00
A-GENERAL/JUVENILE COURT	\$231.85
A-GENERAL/PROBATE COURT	\$248.44
A-GENERAL/SHERIFF	\$1,481.46
A-GENERAL/Guardianship Probate Investigator	\$424.75
B-Dog Kennel	\$1,205.39
H-Job & Family, CSEA	\$1,597.92
H-Job & Family, WIA	\$3,573.78; \$114,994.82
K-Engineer MVGT	\$108,232.63
M-Juvenile Ct. – Intake Coordinator	\$315.46
M-Juvenile Ct. – Placement Services	\$25,791.16
M-Juvenile Ct. – Placement II	\$7,359.04
M-Juvenile Ct. Title IV-E Reimb.	\$634.37
P-Oakview Admn Bldg	\$2,808.40
S-Certificate of Title Adm Fund	\$8,784.66
S-Job & Family, Children Services	\$3,371.78
S-Juvenile Ct. Computer Fund	\$79.90
S-Oakview Juvenile Residential Center	\$819.04
S-District Detention Home Fund	\$4,522.18
S-Senior Services	\$22,231.63
S-Sheriff Commissary	\$2,070.31
S-Western Ct. General Special Projects	\$2,224.35
T-CDBG	\$38,400.00
U-Sheriff's Reserve Account	\$153.49
W-Law Library	\$790.60

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:

BCSSD/VARIOUS

FROM	TO	AMOUNT
E-3702-P005-P17.002 Salaries	E-3702-P005-P19.012 Equipment	\$5,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P21.000 Materials	\$9,000.00
E-3704-P051-P14.004 Workers Comp	E-3704-P051-P01.002 Salaries	\$509.00
E-3704-P051-P12.000 Travel & Exp	E-3704-P051-P01.002 Salaries	\$300.00
E-3704-P051-P16.074 Transfers Out	E-3704-P051-P01.002 Salaries	\$650.00
E-3706-P055-P01.002 Salaries	E-3706-P055-P15.000 Oper Exp	\$7,000.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S72.000 Capital Repairs	\$3,652.00

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

FROM	TO	AMOUNT
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S04.006 Hospitalization	\$109.20

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:

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

N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N04.055	Other Expenses	\$28,000.00
<i>Needed for new flooring at the Sheriff's Department/Jail.</i>		
E-9029-N029-N04.055	Other Expenses	\$6,000.00
<i>Needed for alarm system/monitoring and security cameras at the Animal Shelter.</i>		

**** SEPTEMBER 3, 2014 ****

GENERAL FUND

E-0051-A001-A14.012	Equipment	\$190.23
<i>Appropriation of refund check from Xerox deposited 08/25/14.</i>		
E-0121-A006-B02.002	Recorder/Salaries-Employees	\$31,500.00
E-0131-A006-A04.002	Sheriff/Salaries-Road Deputies	\$2,520.00

E11 9-1-1 WIRELESS FUND

E-2301-E011-E01.011	Contract Services	\$1,267.00
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H05 WORKFORCE DEVELOPMENT FUND

E-2600-H005-H13.000	OH-NEG 27	\$55.60
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H10 CSEA ADMINISTRATION FUND

E-2760-H010-H01.002	Salaries	\$50,000.00
E-2760-H010-H07.003	PERS	\$5,000.00
E-2760-H010-H15.000	Other Expenses	\$100,000.00

L01 SOIL CONSERVATION FUND

E-1810-L001-L01.002	Salary	\$1,503.33
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S70 BELMONT COUNTY SENIOR PROGRAMS/IN-HOME CARE LEVY FUND

E-5005-S070-S06.006	Hospitalization Account	\$138.22
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W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$1,630.00
E-1511-W080-P08.005	Medicare	\$ 86.34

SHERIFF-VARIOUS

E-0131-A006-A09.000	Medical	\$872.61
E-0131-A006-A21.000	Towing	\$180.00
E-0131-A006-A23.000	Background	\$866.00
E-0131-A006-A24.000	E-SORN	\$390.00
E-0131-A006-A30.000	Project Lifesaver	\$20.00
E-0131-A006-A32.000	Warrant Fee	\$140.00
E-1652-B016-B02.000	DUI	\$25.00
E-5100-S000-S01.010	Commissary	\$24,237.55
E-5101-S001-S06.000	CCW License	\$2,118.00
E-5101-S001-S07.012	CCW Equipment	\$3,101.00
E-9710-U010-U06.000	Reserve	\$5,226.53

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 Sept. 3, 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:

DJFS – Vince Gianangeli, Linda Kinter, Brenna Rocchio, Jill Waller and Mary Hagiloizou to travel to Delroy, OH, on Oct. 28-29, 2014, to attend Atwood Fall Conference CDDA/IM meeting. Estimated expenses: \$755.50

SENIOR SERVICES – Valerie Forst and seniors to travel to Harrisville, OH, on Sept. 9, 2014 and on Sept. 18, 2014, to Walnut and Sugar Creek, OH, for Senior Center outings. Daisy Braun and seniors to travel to Walnut and Sugar Creek, OH, on Sept. 10, 2014, for a Senior Center outing. County vehicles will be used for travel.

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 July 23, 2014.

Upon roll call the vote was as follows:

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

REMINDERS:

- a). There will be a "Town Hall" meeting at the Robinson Stage located on the Belmont County Fairgrounds at 10:00 a.m., Friday, September 5, 2014.
- Note: This is in addition to the Board's regular meeting that will be held at 9:00 on Wednesday, September 3 at the Courthouse.*
- b). The regular meeting of Wednesday, September 10th has been rescheduled to Tuesday, September 9, 2014, at 9:00 a.m. due to a scheduling conflict.
- c). The Board will hold a Town Hall meeting on Wednesday, September 17, 2014 at 5:00 p.m. in the Council Chambers at the Martins Ferry City Building. Public input is welcome and citizens are encouraged to attend.

IN THE MATTER OF AWARDING THE BID FOR ENGINEER'S PROJECT 14-3 COUNTY GUARDRAIL PROJECT TO M.P. DORY CO.

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for the Engineer's **Project 14-3 County Guardrail Project** to the low bidder, M. P. Dory Co., in the corrected amount of \$219,760.94, based upon the recommendation of Fred Bennett, County Engineer. *Note: There was a mathematical error in M.P. Dory's line item for the 5493.75 linear feet of guardrail, changing the items cost from \$4345.31 to \$4120.30, reducing the total bid from \$219,985.94 to \$219,760.94. (a decrease of \$225.00). This change does not affect the order of the three bids received.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/VILLAGE OF BETHESDA

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Village of Bethesda's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$12,865.63, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

North Main Street (Co. Hwy North Twenty-Six)

The estimated cost is \$ 12,865.63 all of which will be used from the vehicle license tax fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH BLUE RACER MIDSTREAM/ATHENS B PIPELINE PROJECT

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Blue Race Midstream for the use of 0.23 miles of Flushing North East Road (C-0068) for drilling activity at the Athens B Pipeline Project.

Note: Bond No. 238281 for \$1,500,000 on file.

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 **Blue Racer Midstream, LLC**, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Flushing and Wheeling Townships, 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 [Athens B Pipeline Project], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Athens B Pipeline Project](hereafter collectively referred to as "oil and gas development site") located in Flushing and Wheeling Townships, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.23 miles of Flushing North East Road (C-0068) for the purpose of ingress to and egress from the pipeline facilities [Athens B Pipeline Project], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Athens B Pipeline Project] (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, prior to or during any 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-0068 (Flushing North East Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the border of Flushing Township, Belmont County and Harrison County (north end) to a proposed access road located 0.23 miles south of the County boundary. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-0068 (Flushing North East Road) for any of its Drilling Activities hereunder.

2. The portion of CR-0068 (Flushing North East Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the border of Flushing Township, Belmont County and Harrison County (north end) to a proposed access road located 0.23 miles south of the County boundary wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 0068 (Flushing North East Road) for any of its Drilling 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 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.

4. 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.

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 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.

6. Unless excepted 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 \$1.5 million & 00/100 DOLLARS (\$_____00) 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.

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 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.

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 September 3, 2014.

Executed in duplicate on the dates set forth below.

Authority

By: Matt Coffland /s/

Commissioner/Trustee

By: Ginny Favede /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: 9-3-14

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Operator

By: Brandon P. Hall /s/

Printed name: Mr. Brandon Hall

Company Name: Blue Racer Midstream, LLC.

Title: Project Manager

Dated: August 20, 2014

Appendix A

Operator shall:

- 1) Provide for videotaping of the road 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/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR 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 THE COOPERATIVE AGREEMENT WITH THE VILLAGE OF BELLAIRE TO SUBMIT APPLICATION TO THE OPWC FOR CO. HWY. 4 AND CO. HWY. 214 PAVING PROJECT

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into the Cooperative Agreement with the Village of Bellaire to submit an application to the Ohio Public Works Commission for the County Highway 4 and County Highway 214 Paving Project.

COOPERATIVE AGREEMENT

The Belmont County Commissioners and The Village of Bellaire hereby enter into a cooperation agreement to submit an application to the Ohio Public Works Commission for the Co. Hwy. 4 and Co. Hwy. 214 Paving Project.

The Belmont County Commissioners will provide funds equal to 22.58 percent of the total project cost. Such funds will come from permissive sales tax.

The Village of Bellaire will provide funds equal to 3.42 percent of the total project cost. Such funds will come from The General Fund and the Village’s License Fee Account.

The Village of Bellaire authorize The Belmont County Commissioners to serve as lead applicant and to sign all necessary documents.

The Belmont County Commissioners agree to pay their 22.58% of the cost as invoices are due.

The Village of Bellaire agrees to pay its 3.42% of the cost as invoices are due.

The Belmont County Commissioners

Ginny Favede /s/

Ginny Favede

Matt Coffland /s/

Matthew Coffland

Mark A. Thomas /s/

Mark A. Thomas

9/3/14

Date

The Village of Bellaire

Vince DeFabrizio /s/ Mayor

C Sable /s/ Clerk-Treas.

9-4-14

Date

APPROVED AS TO FORM:

David K. Liberati /s/

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION APPROVING THE DISCARD OF COUNTY PROPERTY PER ORC 307.12/ SEIZED 1995 CHEVROLET HB GML

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following Resolution for disposal of unneeded, obsolete or unfit personal property per Ohio Revised Code 307.12 (I).

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners has in its possession one (1) seized (Western Division Court Case No. 08-TR-C-2016) 1995 Chevrolet HB GML, VIN No. 2C1MR2262S6730360 that has no value; and

WHEREAS, pursuant to Ohio Revised Code Section 307.12(I) *the board may discard or salvage that property*; and

NOW THEREFORE BE IT RESOLVED, that the Belmont County Commissioners do hereby approve the salvage of the aforementioned vehicle.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION APPROVING THE DISCARD OF COUNTY PROPERTY PER ORC 307.12/ SEIZED 1999 SUBARU LEGACY

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following Resolution for disposal of unneeded, obsolete or unfit personal property per Ohio Revised Code 307.12 (I).

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners has in its possession one (1) seized (Common Pleas Court Case No. 13-CR-102) 1999 Subaru Legacy, VIN No. 4S3BD4358X7262815 that has no value; and

WHEREAS, pursuant to Ohio Revised Code Section 307.12(I) *the board may discard or salvage that property*; and

NOW THEREFORE BE IT RESOLVED, that the Belmont County Commissioners do hereby approve the salvage of the aforementioned vehicle.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION APPROVING
THE DISCARD OF COUNTY PROPERTY PER ORC 307.12/
SEIZED 1999 PONTIAC GRAND PRIX**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following Resolution for disposal of unneeded, obsolete or unfit personal property per Ohio Revised Code 307.12 (I).

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners has in its possession one (1) seized (Common Pleas Court Case No. 12-CR-028) 1999 Pontiac Grand Prix, VIN No. 1G2WP12K0XF212340 that has no value; and

WHEREAS, pursuant to Ohio Revised Code Section 307.12(I) *the board may discard or salvage that property*; and

NOW THEREFORE BE IT RESOLVED, that the Belmont County Commissioners do hereby approve the salvage of the aforementioned vehicle.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING DAVID HACKER,
SENIOR SERVICES OF BELMONT COUNTY PROGRAM COORDINATOR,
TO SIGN BCDJFS WORK EXPERIENCE PROGRAM (WEP) AGREEMENT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize David Hacker, Senior Services of Belmont County Program Coordinator, to sign the Belmont County Department of Job and Family Services Work Experience Program (WEP) Agreement effective September 1, 2014 through August 31, 2015.

Note: This program allows participants to work off their cash and food stamp assistance. WEP workers will be placed in the senior centers per this agreement.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
WORK EXPERIENCE PROGRAM AGREEMENT**

The purpose of the Work Experience Program is to provide experience and training for recipients of OWF and Food Stamp benefits in order to move them to self-sufficiency through employment. Belmont County Department of Job and Family Services agree that as a condition of this agreement, there shall be no discrimination against any Work Activity participant on the basis of race, color, national origin, sex, or handicap or any other factor as specified by federal and state laws regarding discrimination.

STATEMENT OF RESPONSIBILITY

FOR BELMONT COUNTY DEPT. OF JOB AND FAMILY SERVICES

1. Screen and Refer Work Activity participants based on the Sponsor and participants' needs.
2. Provide Workers' Compensation coverage to Work Activity participants.
3. Notify Sponsor of any program changes that directly affect the sponsor and the participants at the site.
4. Investigate complaints from Work Activity participants and Sponsors
5. Monitor worksite annually. This will be performed internally by reviewing the work orders received or by calling the site. An on-site review or a phone review may be conducted annually.
6. Renew cooperative agreement as needed.

FOR SPONSOR

1. Agree to safeguard the Work Activity participant's right to privacy. Understand that CDJFS prohibits the use or disclosure by any party of information concerning eligible individuals for purposes not directly related with Administration of BCDJFS or the Sponsor's responsibilities with respect to employment and training.
2. Agree not to utilize participants for private home assignments, such as mowing grass, cleaning, cooking, etc.
3. Prepare and submit to the CDJFS location and descriptions of the duties of each position. Job descriptions will include work site location, skills required and work activities. Assignment will occur once the site receives approval from CDJFS.
4. Periodically review job descriptions to ensure that the Work Activity participants are working within the scope of the descriptions and job descriptions are current.
5. Notify CDJFS of changes in supervision, administration, and/or participant duties when they happen.
6. Ensure that the employee labor unions receive notification of the intent to become a WEP Program sponsor.
7. Ensure that the establishment of the WEP site displaces no employees and that no Work Activity participants are used during a strike, lockout, or labor dispute. **The work site may not replace an employee that is on layoff with a participant performing the same or substantially equivalent job.**
8. **No employer shall hire a participant part-time to circumvent hiring a full-time employee.**
9. Assume responsibility for providing the Work Activity participants with work rules, health and safety standards and training vital to efficient performance of the work assignment.
10. Provide qualified supervision and training to the Work Activity participants with an emphasis on building job skills, understanding the job duties and responsibilities, completing work assignments, being punctual, and maintaining acceptable work habits.
11. Participants must be supervised by one of the following: The employer, the work supervisor or a third party.
12. Provide adequate tools, equipment, and supplies.
13. Ensure that Work Activity participants are not required to perform political or religious activities.
14. Prohibit Work Activity participants to operate any motor vehicle owned or operated by the sponsor without written approval from the Site Coordinator.
15. Post applicable federal and state health and safety standards and provide reasonable work conditions.
16. Schedule Work Activity participants the number of hours per month, as assigned by BCDJFS, but ensure they are not assigned more than FORTY hours per week.
17. Maintain accurate written records of time and attendance of Work Activity participants.
18. Reporting of Excused Absences – Participants will be permitted to have 10 days of excused absences per 12 months, but limited to no more than 2 days per month.
19. Missed hours of participation in a month may be made up by a work eligible individual within the same month. Any missed hours of participation that are not made up by the individual may be considered good cause.
20. Federal, state or any worksite designated holiday will be counted as hours worked **if the participant was scheduled to work on the day of the week that the holiday falls.** If the participant was not scheduled on that day of the week, the holiday is not counted as hours worked.
21. Submit written records and/or schedule to the CDJFS **MONTHLY.** (Revised effective 03/01/09) These may be faxed or sent by mail. If faxed, fax to the attention of Lori Leiffer – Fax # 740-695-8057.
22. Refer qualified Work Activity participants for employment openings, with the understanding that a stable pattern of work will support the objectives of Work Activity program and the family.
23. Interview qualified Work Activity participants for appropriate job openings at the work site.

STATEMENT OF TERMS:

The Sponsor agrees that should violation(s) with the terms of this agreement or any other applicable federal, state or local regulations exists, Work Activity participants will not be assigned to the Sponsor until the violation(s) is corrected. If not corrected to the satisfaction of Belmont

County Department of Job and Family Services, the agreement will be invalid. Amendments to this agreement are possible only with written notification, signed by both parties and submitted to the Belmont County Department of Job and Family Services. This agreement shall terminate upon written notification from either party.

DISPLACEMENT OF EMPLOYEES:

The Sponsor agrees that no participant shall be assigned to a WEP or Community Services position when they have removed or discharged a regular employee from said position. The sponsor may not substitute a WEP or COMSRV participant in place of a regular employee. The sponsor shall not hire a WEP or COMSRV participant part-time to circumvent hiring a full-time employee. WEP or COMSRV participants may NOT be assigned to activities which result in the displacement of other persons. Participants shall NOT perform work which has the effect of reducing the work or promotional opportunities of regular employees.

AGREEMENT PERIOD:

This agreement shall become effective on 9/1/14 and will expire on 8/31/15.

Representative of BCDJFS Date

Director/Owner Date

Supervisor Date

FEDERAL TAX ID:
34-6000236

Work Program Agreement (Revised 5/2009)

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN THE PROPERTY EXAMINATION PERMITS FOR ET ROVER PIPELINE COMPANY

Motion made by Mr. Thomas, seconded by Mrs. Favede to authorize Commission President Matt Coffland to sign the Property Examination Permits for ET Rover Pipeline Company for the following parcels:

- Tax Parcel # 32-60012.000
- Tax Parcel # 32-01246.000

Tract No.:	OH-BE-CC-099.000
Tax Parcel/Map No.:	32-60012.000
Line No.:	Segment 1
Line Name:	Clarrington to Cadiz

PROPERTY EXAMINATION PERMIT

The undersigned hereby gives ET ROVER Pipeline Company, LLC, hereinafter referred to as "ROVER" through its employees, agents, and contractors permission and license to enter his/her/its property as identified above for the purpose of making an examination of said property, including conducting preliminary civil, environmental and archaeological surveys and environmental or archeological investigations, including any necessary core or water sampling activities subject to any conditions noted below and to the condition that ROVER will pay for any and all damages to property and/or crops resulting from said surveys, unless such damage, injury or loss is caused by the negligence or willful misconduct of the undersigned.

The examination conducted under the Permit, and the information thus obtained, may be used to meet applicable environmental and other regulatory requirements and to establish the location of an easement/right-of-way for a new pipeline to be constructed by ROVER.

Grantee shall protect, defend, indemnify and hold the undersigned harmless from and against each and every suit, demand or cause of action and any and all liabilities, expenses, liens, losses, claims, damages, costs (including court costs and reasonable attorney's fees) for or based upon personal injury, death or property damage resulting from said surveys unless such damage, injury or loss is caused by the negligence of the undersigned.

Should any cultural, historical, or archaeological artifacts be discovered, the undersigned hereby direct that, after the artifacts are evaluated and categorized, the artifacts be:

- 1. Donated for museum curation. _____
- 2. Returned to the Undersigned. x

X Matt Coffland /s/ PRES.
Signature of Person Authorizing Survey
X Matt Coffland
Name of Person Authorizing Survey (Print)

OWNER: _____ Belmont Co. Board of Commissioners
Full Name of Record Owner(s)
Address: X 101 W. Main St.
St. Clairsville, OH 43950

TENANT: _____
Phone: X 740-699-2155
Name: _____
Address: _____

OTHER: _____
Phone: _____
Name: _____
Address: _____
Phone: _____

(Relationship to Owner)

9/3/14

DATE

Right of Way Agent

The following conditions shall apply to the permission granted above:

Tract No.:	OH-BE-CC-101.000
Tax Parcel/Map No.:	32-01246.000

Line No.: Segment 1
Line Name: Clarington to Cadiz

PROPERTY EXAMINATION PERMIT

The undersigned hereby gives ET ROVER Pipeline Company, LLC, hereinafter referred to as "ROVER" through its employees, agents, and contractors permission and license to enter his/her/its property as identified above for the purpose of making an examination of said property, including conducting preliminary civil, environmental and archaeological surveys and environmental or archeological investigations, including any necessary core or water sampling activities subject to any conditions noted below and to the condition that ROVER will pay for any and all damages to property and/or crops resulting from said surveys, unless such damage, injury or loss is caused by the negligence or willful misconduct of the undersigned.

The examination conducted under the Permit, and the information thus obtained, may be used to meet applicable environmental and other regulatory requirements and to establish the location of an easement/right-of-way for a new pipeline to be constructed by ROVER.

Grantee shall protect, defend, indemnify and hold the undersigned harmless from and against each and every suit, demand or cause of action and any and all liabilities, expenses, liens, losses, claims, damages, costs (including court costs and reasonable attorney's fees) for or based upon personal injury, death or property damage resulting from said surveys unless such damage, injury or loss is caused by the negligence of the undersigned.

Should any cultural, historical, or archaeological artifacts be discovered, the undersigned hereby direct that, after the artifacts are evaluated and categorized, the artifacts be:

- 3. Donated for museum curation. _____
- 4. Returned to the Undersigned. x _____

X Matt Coffland /s/ PRES.
Signature of Person Authorizing Survey
X Matt Coffland
Name of Person Authorizing Survey (Print)

OWNER: _____ Belmont Co. Board of Commissioners
Full Name of Record Owner(s)
Address: X 101 W. Main St.
St. Clairsville, OH 43950

TENANT: _____
Phone: X 740-699-2155
Name: _____
Address: _____

OTHER: _____
Phone: _____
Name: _____
Address: _____
Phone: _____

(Relationship to Owner)

9/3/14

Right of Way Agent

DATE

The following conditions shall apply to the permission granted above:

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING BOTH PROPOSALS FROM ERB ELECTRIC COMPANY FOR SECURITY CAMERAS AND ALARM SYSTEM AT THE BELMONT COUNTY ANIMAL SHELTER

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign both proposals from Erb Electric Company in the total amount of \$5,160.00 for all labor and materials necessary to install security cameras and a wireless digital alarm system with one year of monitoring at the Belmont County Animal Shelter. *(Note: The 24/7 intrusion and fire alarm system monitoring is performed by All-American Monitoring but will be billed by Erb Electric.)*

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR KUCERA PLUMBING, HEATING, COOLING, & SHEETING METAL, LLC FOR THE DJFS FOX SHANNON BUILDING

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve Change Order #1 in the amount of \$760.65 for Kucera Plumbing, Heating, Cooling, & Sheeting Metal, LLC for the Department of Job & Family Services Fox Shannon building to replace the coolant in the HVAC system.

KUCERA PLUMBING, HEATING, COOLING, & SHEET METAL, LLC
4150 CENTRAL AVENUE
SHADYSIDE, OH 43947
740.671.8239 PHONE 740.325.1478 FAX
CHANGE ORDER REQUEST #1

DATE: 9/2/14

PROJECT: Job and Family Services #520981

FROM: Mike Kucera

P.O. NUMBER:

TO: Belmont co. commissioners

RE:

Cost to furnish 30 gallons of pure Dowtherm SR1 glycol to lower the heating systems freeze point

Material 30 gallon Dowtherm SR1 \$760.65

Total \$760.65

Does proposed change involve a change in contract time no (increase) (decrease) amt

Does proposed change involve a contract sum x yes _____ no (increase) amt. \$76.65

Contractors Signature Mike Kucera Date 9/2/14
 Michael Kucera /s/

DATE APPROVED: 9/3/14
Matt Coffland /s/
Ginny Favede /s/
Mark A. Thomas /s/
 BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Richard Hord asked for updates on the new museum in the former Sheriff's residence and the demolition of Annex III. Mrs. Favede said the museum will not be ready for a grand opening in October but things are moving along. She said there will be designated spaces for visitors on N. Market Street. Mr. Coffland said the demolition of Annex III is moving along-no time table at this point.

BREAK

9:30 Cindy Bacon, Crossroads Counseling
Re: National Recovery Month Proclamation

Cindy Bacon and Sandra Nicholoff of Crossroads Counseling were present. Commissioners thanked them for the work they do. Ms. Nicholoff said the numbers are up in Belmont County; they are busier in the last few months than the last four years, but recovery is possible.

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

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

PROCLAMATION

IN HONOR 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 life 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, all Americans have the opportunity to access provisions within the Affordable Care Act and Mental Health Parity and Addictions Equity Act (MHPAEA), aimed to improve physical and emotional health while ensuring people will receive the care they need at a more reasonable cost; 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, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and **Crossroads Counseling Services** invite all residents of **Belmont County** to participate in *National Recovery Month: Prevention Works, Treatment is Effective, People Recover (September 2014)* and

NOW, THEREFORE, the, Belmont County Commissioners, do hereby proclaim the month of September 2014 as
National Recovery Month: Prevention Works, Treatment is Effective, People Recover

In **Belmont County, Ohio** 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: Speak Up, Reach Out!”*

Adopted this 3rd day of September, 2014.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/
Matt Coffland, President

Mark A. Thomas /s/
Mark A. Thomas, Vice-President

Ginny Favede /s/
Ginny Favede

Upon roll call the vote was as follows:

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

IN THE MATTER OF BID OPENING FOR THE STREET
IMPROVEMENT WORK AT NOBLE AND 41st STREET IN
THE VILLAGE OF BELLAIRE/CDBG

This being the day and 9:45 a.m. being the hour that bids were to be on file in the Commissioners' Office for the street improvement work at Noble and 41st street in the Village of Bellaire, a Community Development Block Grant project they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Edgeo, Inc. Lansing, OH	X	\$ 43,800.00
MAX Construction Neffs, OH	X	\$ 48,500.00

Engineer's Estimate: \$52,000.00

Present for the bid opening was A.C. Wiethe of Belomar

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the street improvement work at Noble and 41st street in the Village of Bellaire, a Community Development Block Grant project, to A.C. Wiethe, Belomar Regional Council, for review and recommendation.

Upon roll call the vote was as follows:

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

10:00 Proclamation Re: National Childhood Cancer Awareness Month

Mrs. Favede said that many area sports teams will wear gold in September to bring awareness to Childhood cancer and challenged all teams to do the same. It was noted that many schools will be having fundraisers. More money is needed to find a cure and to get appropriate medicine for Childhood cancer.

IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF NATIONAL CHILDHOOD CANCER AWARENESS MONTH

Motion made by Mrs. Favede, seconded by Mr. Thomas to adopt the proclamation in recognition of National Childhood Cancer Awareness Month.

***PROCLAMATION
IN RECOGNITION OF
NATIONAL CHILDHOOD CANCER AWARENESS MONTH***

WHEREAS, all children are wished a childhood free from serious illnesses, pain and suffering. Unfortunately, thousands of children across the United States are diagnosed with pediatric cancer each year; and

WHEREAS, *National Childhood Cancer Awareness Month* provides us the opportunity to come forward to bring recognition and demonstrate support to those brave children who battle the many types of this devastating disease and walk a very challenging road ahead of them. We also honor the parents who are at their child's side each step of the way, along with family and friends, providing love, strength, encouragement, and prayers during this heartbreaking journey.

WHEREAS, the Board of Belmont County Commissioners also gives pause to honor and remember those who have lost their battle and will not get the chance at a new day and new possibilities. We respect and support the continuing efforts of the medical teams who are called upon to provide treatment to our precious and vulnerable children until the day a cure can be found.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners calls upon members of our community to join in the fight against childhood cancer and does hereby proclaim September, 2014, to be National Childhood Cancer Awareness Month and calls this observance to the attention of all our citizens.

Adopted this 3rd day of September, 2014.

BELMONT COUNTY COMMISSIONERS

Ginny Favede /s/

Matt Coffland /s/

Mark Thomas /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:05 A.M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:40 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 HIRING OF ALEXANDER DOMBROSKI FOR THE UTILITY WORKER POSITION AT BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Alexander Dombroski for the Utility Worker position for the Belmont County Sanitary Sewer District at the rate of \$12.45 per hour beginning August 28, 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 ENTERING INTO A MEMORANDUM OF UNDERSTANDING BETWEEN AFSCME, OHIO COUNCIL 8 AND THE COMMISSIONERS REGARDING COMPENSATORY TIME FOR EMPLOYEES OF THE BUILDINGS & GROUNDS DEPT.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Memorandum of Understanding between the American Federation of State, County and Municipal Employees, Ohio Council 8 and the Belmont County Board of Commissioners regarding compensatory time for employees of the Belmont County Buildings and Grounds Department under the collective bargaining agreement between the Commissioners and the Union that took effect March 1, 2013.

**MEMORANDUM OF UNDERSTANDING
Regarding Compensatory Time ("Comp Time")
American Federation of State, County and Municipal Employees, Council 8
Belmont County Commissioners re Building and Grounds Department**

This Memorandum of Understanding ("MOU") is entered into as of the 1st day of September, 2014 between the American Federation of State, County and Municipal Employees, Ohio Council 8 ("Union") and the Belmont County Board of Commissioners ("Commissioners"). This MOU explains the parties' intent regarding the payment of overtime under the collective bargaining agreement between the Commissioners and the Union that took effect as of March 1, 2013 (the "CBA"). Therefore, if the Commissioners have paid overtime with comp time since March 1, 2013 in accordance with this MOU, the Commissioners need not revisit and undo the crediting of that comp time.

Section 23.03 of the CBA says in part, “When an employee is required by the Employer to be in active pay status more than forty (40) hours in a calendar week, as defined in the paragraph above, he or she shall be paid overtime pay for such time at one and one-half (1/2) times his or her regular hourly rate of pay.” Without any precedential effect on any other provisions of the CBA, the parties to this MOU agree that the quoted provision was not meant to foreclose the use of comp time as one method of paying overtime. Therefore, an employee that is in active pay status for more than forty (40) hours in a calendar week may elect to be paid for the overtime with extra money on payday or an equivalent amount of comp time.

So, for example, Monday 8 hours paid vacation, Tuesday 8 hours work, Wednesday 8 hours work, Thursday 14 hours work, and Friday 8 hours work = 46 hours in active pay status for the week. As compensation for the 6 hours of overtime, the employee may elect 9 hours of extra money on pay day or 9 hours of comp time. However, the employee may not claim 9 hours of comp time on Thursday to use that Friday, because the week is not over, and besides, on Thursday, the employee has only been in active pay status 38 hours. Nevertheless, if the employee requests, and the employer approves, 8 hours of vacation for that Friday, the employee could effectively achieve the same result. The employee would receive 8 hours off with pay on Friday (vacation, not comp time), and he or she will then have earned enough comp time to replace that used vacation day and still have 1 hour of comp time left over.

<u>Cindy Michaels /s/</u>	<u>8-26-14</u>
Union Representative	Date
<u>Matt Coffland /s/</u>	<u>9/3/14</u>
Commissioners Representative	Date
<u>Mark A. Thomas /s/</u>	
<u>Ginny Favede /s/</u>	

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION GRANTING THE DIRECTOR OF BCDJFS AUTHORITY TO HIRE CHARLOTTE McLAUGHLIN AS AN INCOME MAINTENANCE AIDE II

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 serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, at his discretion, the authority to hire Ms. Charlotte McLaughlin as an Income Maintenance Aide II. Ms. McLaughlin will be employed as a full time permanent, bargaining unit employee. Her wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION GRANTING THE DIRECTOR OF BCDJFS AUTHORITY TO HIRE LAURIE MAYERES AS A SOCIAL SERVICE AIDE II

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 serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, at his discretion, the authority to hire Ms. Laurie Mayeres as a Social Service Aide II. Ms. Mayeres will be employed as a full time permanent, bargaining unit employee. Her wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION AUTHORIZING A PAY RANGE ADJUSTMENT FOR MS. LORI O’GRADY – HUMAN RESOURCES ADMINISTRATOR/ BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

WHEREAS, the Ohio Revised Code empowers, the Belmont County Board of Commissioners to establish compensation and set benefit levels for the Belmont County Department of Job and Family Services non-bargaining unit employees and,

WHEREAS, Ms. O’Grady, will be in the same pay range as other Department Administrators;

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to adjust the pay range of Ms. Lori O’Grady from a Pay Range Thirty-Three, Step Eight (base rate \$32.20) to Pay Range Thirty-Four, Step Six (base rate \$32.20).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:45 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to adjourn the meeting at 10:45 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of September, 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