

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, Charles R. Probst and Mark A. Thomas, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of August 08, 2001, were read, approved and signed.

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

IN THE MATTER OF THE 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. Olexo, seconded by Mr. Probst all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
Emory Fire & Water Restoration	Clean fire safety house-General	\$885.71
ACS Government Records	Laser paper/Recorder-General	104.40
Speedway Superamerica	Gasoline expenses-General	39.01
Jennifer Shunk	Reimburse expenses-Juvenile Court	5.22
April Wildman	Reimb for Drug Ct Graduation-Juv Crt	21.45
Ryan Clifford	Contrct serv, CCap Program-Juv Crt	700.00
Power City Plumbing	Lloydsville Garage-Eng Bldg Const	11,848.50
Power City Plumbing	Tacoma Garage-Engineer's Bldg Const	1,861.20
Allstate Construction Co.	Neffs Garage-Engineer's Bldg Const	11,700.00
Bedway Development Inc.	Tacoma Garage-Engineer's Bldg Const	16,807.50
Bedway Development, Inc.	Lloydsville Garage-Eng Bldg Const	68,055.30
C&C Electric Company	Lloydsville Garage-Eng Bldg Const	12,835.80
American Electric Power	Lloydsville Garage-Eng Bldg Const	17,381.26
Larry Siebieda, Architect	Lloydsville Garage-Eng Bldg Const	4,226.00
Contingency Fund Replen GGH	Contingency Fund Replen-Group Homes	378.71
Ford Motor Credit Company	Travel-Bel Harrison Juvenile Group Home	1,223.80
Exxon/GECC	Travel-Bel Harrison Juvenile Group Home	278.42
Jim Robinson Ford	Contract repairs-Bel Har Juv Group Home	182.36
Jennifer Watson	Travel & Training-Sargus Center	442.48
Sara Wiggins	Travel & Training-Sargus Center	357.44
Sandy Hughes	Travel & Training-Sargus Center	6.57
Mary DePalma	Contract services-Sargus Center	340.00
Mary DePalma	Travel & Training-Sargus Center	400.00
Crystal Springs Water	Water services-Clk of Courts Title	44.95
Fourseds Electric	Computer receptacles-Eastern Spec Proj	950.00

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for August 10, 2001 as follows:

<u>FUND</u>	<u>AMOUNT</u>
General	\$647.78, \$1,526.23
General/Sheriff's	\$3,014.92
Belmont County 9-1-1	\$16,626.37, \$25,252.14
BCDJFS/PA	\$12,758.04
BCDJFS/Children Services	\$8,370.00
BCDJFS/CSEA	\$31,968.36
Engineer's MVGT	\$10,757.36, \$1,393.78
CCap/Juvenile Court	\$2,913.77
Sanitary Sewer District	\$9,428.92, \$534.64, \$21,529.25, \$129.25
Northern Court Special Projects	\$4,091.26
Western Court Special Projects	\$290.25

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE ENGINEER'S
BUILDING CONSTRUCTION FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the Engineer's Building Construction Fund.

FROM	TO	AMOUNT
N002-N15 Other Expenses	N002-N41 Interest Pmt	381.18

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER
OF FUNDS BETWEEN THE ENGINEER'S
MVGT FUND AND THE BUILDING CONSTRUCTION FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer of funds between the Engineer's MVGT Fund and the Building Construction Fund.

FROM	TO	AMOUNT
K000-K38 Transfer Out	N002-N08 Transfer In	\$28,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR VARIOUS JUVENILE COURT
FUNDS

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfers within fund for the various Juvenile Court Funds.

FROM	TO	AMOUNT
INTAKE COORDINATOR FUND		
M062-M12 Advances Out	M062-M01 Salaries	\$969.02
PLACEMENT FUND		
M064-M05 Placements	M064-M01 Salaries	1,772.38
ALTERNATIVE SCHOOL GRANT		
M067-M01 Salaries	M067-M12 Transfers Out	2,268.68

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS
WITHIN FUND/JUVENILE COURT'S
CARE & CUSTODY FUND M060

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfers within the fund for the Juvenile Court's Care & Custody Fund M060.

FROM	TO	AMOUNT
M060-M50 Holding	M060-M25 Salaries	\$2,205.84
M060-M50 Holding	M060-M29 Insurances	1,000.00
M060-M50 Holding	M060-M27 Medicare	1,000.00
M060-M50 Holding	M060-M60 Salaries Rest	1,612.18
M060-M50 Holding	M060-M63 Medicare Rest	500.00
M060-M50 Holding	M060-M64 Insurances Rest	1,000.00
M060-M50 Holding	M060-M71 Salaries/Drug Ct	106.08
M060-M50 Holding	M060-M73 Medicare Drug Ct	100.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS
WITHIN FUND/JUVENILE COURT'S
C-CAP DONATED FUND M055

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfers within the fund for the Juvenile Court's C Cap Donated Fund.

FROM	TO	AMOUNT
M055-M04 Equipment	M055-M10 Insurances	\$151.80
M055-M05 Motor Vehicles	M055-M10 Insurances	50.00
M055-M02 Supplies	M055-M10 Insurances	45.64
M055-M01 Contracts	M055-M10 Insurances	80.47
M055-M17 Drug Ct Donations	M055-M10 Insurances	1.77
M055-M03 Travel	M055-M10 Insurances	45.32
M055-M03 Travel	M055-M06 Other	254.73

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE SANITARY SEWER DISTRICT FUND

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfers within fund for the Sanitary Sewer District Fund.

FROM	TO	AMOUNT
SSD #1	SSD #1	
P051P03 Equipment	P051P05 Materials	\$8,000.00
P051P03 Equipment	P051P07 Services	500.00
SSD#3B	SSD#3B	
P056P15 Other Expenses	P056P09 Sewage Disposal	600.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF CASH ADVANCE
OF FUNDS FOR THE JUVENILE COURT
DRUG COURT PROGRAM FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following **CASH ADVANCE** of funds for the Juvenile Court Drug Court III Fund M69 (Advances In) from the Juvenile Court Alternative School M67(Transfers Out) as follows:

FROM	TO	AMOUNT
M067-M12 Transfers Out	M069-M08 Advances In	\$1,653.84

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF CASH ADVANCE
OF FUNDS FOR THE JUVENILE COURT
TUTOR PROGRAM FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following **CASH ADVANCE** of funds for the Juvenile Court Tutor Fund M70 (Advances In) from the Juvenile Court Alternative School M67(Transfers Out) as follows:

FROM	TO	AMOUNT
M067-M12 Transfers Out	M070-M08 Advances In	\$614.84

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF REQUEST
FOR CERTIFICATION OF MONIES

Motion made by Mr. Olexo, seconded by Mr. Probst to request the following monies be certified.

August 10, 2001

Budget Commission
Belmont County Courthouse
St. Clairsville, OH 43950

RE: Certification of monies

Dear Sirs:

Requesting certification of monies for the **Commissioners CDBG Fund** as follows:
\$20,607.00 paid into T011-T01 on August 08, 2001, Grant B-F-99-007-1

Requesting certification of monies for the **Fox Commerce Industrial Park Fund:**
\$295,615.00 requested on Requisition #10/Federal Funds paid in August 10, 2001
(1) transactions/National City Bank, EDA Grant project #06-01-03011,
ARC Grant project #OH-13530-1214

Requesting certification of monies for the **035 Bond Retirement Court Computer Court Funds**
as follows:
035 County Court Bond Retirement Fund-\$8,738.20 Transferred in from Belmont County Northern
Division Court S86 Computer Fund on August 1, 2001.

Requesting certification of monies for the **General Fund** as follows:
\$5,040.30 paid in August 2001-Magistrate Court reimbursement-CSEA IV-D

\$623.75 False alarm billings A013-G01 Paid in 4/10/01 \$23.75, 6/14/01 \$50.00, 6/21/01
\$25.00, 6/22/01 \$75.00, 6/25/01 \$75.00, 6/25/01 \$25.00, 7/10/01 \$100.00, 7/6/01 \$250.00

\$1,050.20 Paid in July 17, 2001 A017-A00 Bethesda Building rent/Mid East Ohio Vocational
School

\$1,000.00 Paid in June 12, 2001 A045-A00 Village of Holloway/Sheriff Dept reimbursement

\$2,299.00 Paid in July 31, 2001 A145-A01 Reimbursement Magistrate salary/
Juvenile Court IV-D/May

\$3,388.00 Paid in July 31, 2001 A145-A01 Magistrate salary/Juvenile Court IV-D/ Jund

\$10,758.77 Paid in July 11, 2001 A045-A00 Reimbursement from Reed, Berry, Marshall &
Wango/landfill case

Total General Fund Request \$24,160.02

Thank you for your consideration.

Very truly yours,
BELMONT COUNTY COMMISSIONERS
Ryan E. Olexo /s/
Mark A. Thomas /s/
Charles R. Probst, Jr. /s/

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF BID OPENING
FOR PROVIDING LEGAL SERVICES/BCDJSF CHILD SUPPORT
ENFORCEMENT AGENCY

BID OPENING

This being the day and 9:30 A.M. being the hour that bids were to be on file in the Belmont County Commissioners Office for providing legal services for the Belmont County Department of Job and Family Services/Child Support Enforcement Agency, they proceeded to open the following bids:

Grace L. Hoffman, Attorney	PROPOSAL	
	Hourly Rate	\$ 70.00
	Parental Complaint	80.00
	Trials/per day	380.00
	Jury Trials/per day	440.00
	File proceedings	80.00

Richard E. Melanko, Attorney	Hourly Rate	\$ 80.00
	Parental Complaint	120.00
	Trials	480.00
	Jury trial/per day	640.00
Christopher Berhalter, Attorney	Hourly Rate	\$ 60.00
	Parental Complaint	100.00
	Trial/per 8 hr day	480.00
	Jury Trial/per 8 hr day	500.00

Present for the bid opening were Jeremy Midei, Times Leader and Joselyn King, Intelligencer.

Motion made by Mr. Olexo, seconded by Mr. Thomas to turn bids over to Mike Klinec, Belmont County Department of Job and Family Services for review and recommendation.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF RESOLUTION DECLARING
AN EMERGENCY SITUATION RE: BELMONT
COUNTY SANITARY SEWER DISTRICT**

RESOLUTION

Motion made by Mr. Olexo, seconded by Mr. Thomas adopting the following Resolution.

WHEREAS, Ohio Revised Code Section 307.86(A)(2) empowers the Belmont County Commissioners to exempt from competitive bidding when a situation arises that is determined to be a real and present emergency; and

WHEREAS, the Belmont County Commissioners have deliberated over the present situation concerning the chlorine leak accident at the Belmont County Water Treatment Plant on June 9, 2001 and the necessary repairs that require immediate attention, and;

WHEREAS, the Belmont County Commissioners do hereby determine that a real and present emergency exists, due to the threat of actual physical disaster and the hazards of the situation, and;

NOW THEREFORE BE IT RESOLVED, that the Belmont County Commissioners do hereby declare that the damages sustained during the chlorine leak is determined to be a real and present emergency and authorize Sanitary Sewer Director, John Christopher to advance with the necessary replacement of the water tank/ booster station supervisory and control and data acquisition system.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH JOHN CHRISTOPHER,
DIRECTOR, BELMONT COUNTY SANITARY SEWER DISTRICT
AT 9:50 A.M.**

Motion made by Mr. Olexo, seconded by Mr. Probst to enter executive session at 9:50 A.M. with John Christopher, Director, Belmont County Sanitary Sewer District to discuss compensation of public employees upon adoption of the following:

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. 121.22 (G) (1); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider **compensation of a public employee**;

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider **compensation of a public employee**;

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH JOHN CHRISTOPHER,
DIRECTOR, BELMONT COUNTY SANITARY SEWER DISTRICT
AT 10:00 A.M.

Motion made by Mr. Probst, seconded by Mr. Thomas to adjourn executive session at 10:00 A.M. with John Christopher, Director, Belmont County Sanitary Sewer District to discuss compensation of public employees.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Olexo	Yes

• Following Action Taken

Board has approved John Christopher to proceed with advertising for the following (3) positions.

1. Water Treatment Plant Operator-Class III license
2. Water Distribution Personnel-Class I license to be obtained within one year of employment.
3. Wastewater Collection Personnel-Class I license to be obtained within one year of employment.

IN THE MATTER OF DISCUSSION HELD
RE: INTELLITECH - PAY FOR STAY

Mr. Jeff Sweeney, Intellitech representative, presented information to the Board in regards to his company and the process that would be necessary to implement his company's system for billing prisoners for costs of incarceration. Mr. Sweeney explained that billing the inmates, puts the responsibility for their actions back onto the prisoners. This billing process is completely handled by Intellitech with some basic data entry done by the Sheriff's department personnel. Mr. Sweeney quoted figures of successful collections having been made in Guernsey County and Lawrence County through the use of Intellitech services. Commissioner Olexo asked for the amount of start up fee and what if any hardware changes would need to be implemented. Mr. Sweeney stated there is not a start up fee, their personnel would come to Belmont County and train the Sheriff Department on the existing county computers. The County would be liable for food and lodging expenses. Mr. Sweeney explained that Intellitech handles all paperwork, and collection, with all documents previously approved for legal verbiage. The county would be charged a percentage of the funds that are actually collected. The contract length is for three years.

Commissioner Probst stated this has been an issue for a long time in Belmont County He continued that the Commissioners reviewed the Guernsey county facility last year, and learned that Guernsey County had collected \$3,200.00 in a month time without a lot of effort. He explained that there are a lot of counties with jails comparable to Belmont County's that have implemented pay for stay without hiring additional staff. Mr. Sweeney recommended that a representative from his company, as well as one of the Commissioners, should meet with the Sheriff to further discuss pay for stay. Commissioner Probst stated, "If our trend continues, we will expend over eighty thousand dollars in housing of prisoner fees this year alone." The Board determined a meeting would be set up in the near future.

IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH LYNN AGOSTINI, ADMINISTRATOR,
PARK HEALTH CENTER AT 10:30 A.M.

Motion made by Mr. Olexo, seconded by Mr. Probst to enter executive session at 10:30 A.M. with Lynn Agostini, Administrator, Park Health Center, Pam Neff, Personnel and Jack Ralston, Fiscal Officer to discuss compensation of public employees upon adoption of the following:

RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. 121.22 (G) (1); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider **compensation of a public employee**;

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider **compensation of a public employee**;

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH LYNN AGOSTINI, ADMINISTRATOR,
PARK HEALTH CENTER AT 11:00 A.M.

Motion made by Mr. Probst, seconded by Mr. Olexo to adjourn executive session at 11:00 A.M. with Lynn Agostini, Administrator, Park Health Center, Pam Neff, Personnel and Jack Ralston, Fiscal Officer to discuss compensation of public employees.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes
Mr. Thomas	Yes

- No Action Taken

IN THE AMTTER OF ENTERING
EXECUTIVE SESSION WITH DAVE GRUM, CONSULTANT,
FRANK PIERCE, PROSECUTOR AND ROBERT QUIRK, ASSISTANT PROSECUTOR
AT 11:02 A.M.

Motion made Mr. Thomas, seconded by Mr. Probst to enter executive session at 11:02 A.M. with Dave Grum, Consultant for the Belmont County Sanitary Sewer District, Frank Pierce, Prosecutor and Robert Quirk, Assistant Prosecutor to discuss possible court action regarding the Hunter's Run situation upon adoption of the following:

RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. 121.22 (G) (3); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to confer with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action.

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to confer with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action;

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH DAVE GRUM, CONSULTANT,
FRANK PIERCE, PROSECUTOR AND ROBERT QUIRK,
ASSISTANT PROSECUTOR AT 11:15 A.M.

Motion made by Mr. Probst, seconded by Mr. Thomas to adjourn executive session at 11:15 A.M. with Dave Grum, Consultant for the Belmont County Sanitary Sewer District, Frank Pierce, Prosecutor and Robert Quirk, Assistant Prosecutor to discuss possible court action regarding the Hunter's Run situation.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Olexo	Yes

*NO ACTION TAKEN

IN THE MATTER OF PRESS RELEASE
RE: U.S. STATE ROUTE 149 FORCE MAIN PROJECT

FOR IMMEDIATE RELEASE

TO: All Media Outlets
FROM: Belmont County Commissioners
RE: US 40/SR 149 Force Main Project
DATE: August 10, 2001

The Belmont County Commissioners announce that bids will be opened in mid to late September for the US 40/SR 149 Force Main Project. This project will provide a wastewater transmission system between St. Clairsville and Morristown to the county's Fox Shannon Wastewater Treatment Plant located in the Fox Shannon institutional area.

During the year 2000, the previous Board of Commissioners recognized that a lack of wastewater collection and transmission facilities in developable areas of Belmont County

was a significant deterrent to economic development and long-term growth. That Board committed sales tax funds to a first phase of wastewater transmission projects in the Neffs area along SR 149, to serve the new Bellaire Local School District Middle and Elementary Schools, and in the area between St. Clairsville and Morristown along US 40 and SR 149. Phase One of the Neffs area project is nearing completion and will be placed online when the two new schools open in August. Phase Two of the Neffs project, although not yet scheduled, may include residential sewage in and around the Neffs area.

The US 40/SR 149 project will consist of the following two main branches:

1. East Branch: Beginning at the intersection of CR 56 (Country Club Road) and US 40, proceeding west along US 40 to the intersection of Airport Road and US 40; continuing cross country to the west and paralleling I-70 on the south side to the existing 8" force main on CR 80 at the new Fox Commerce Park. This portion of the project will include privately developed lift stations at the Belmont Hills Country Club on CR 56 and the Tri-Valley Equipment Sales car wash facility on Airport Road.
2. West Branch: Beginning on the west side of SR 149 at Exit 208 on the south side of I-70, proceeding north along the west side of SR 149 to the intersection of US 40; turning to the east and proceeding along US 40 to the intersection with CR 82 at the Oakview Juvenile complex and connecting into the existing force main routed to the Fox Shannon Wastewater Treatment Plant. This portion of the project will include lift stations at Exit 208, the village of Morristown, the Pine Lake Trailer Park and housing area, and the Jamboree in the Hills/ODOT rest stop area.

This project is a wastewater transmission system only, comprised of force mains and lift stations, and is a first phase of wastewater development in developable areas of Belmont County. This transmission system does not include any collection systems. Individual homes or businesses interested in connecting into the transmission system, after its installation, must use a packaged grinder pump system. Each grinder pump would receive sewage flows from the individual home or business, macerate the waste, and pump it directly into the force main.

The Commissioners and the Belmont County Sanitary Sewer District recommend the purchase of the Environment One (E-1) grinder pump package for individuals interested in obtaining sewage service on the force main. Each grinder pump will cost in the range of \$3,000 to \$4,000, depending upon the size and depth of the unit. This cost does not include the cost to install the grinder pump in the ground, the connection costs to the force main and the building sewer, or the tap fee to the Sewer District. Once installed, the operation and maintenance of the grinder pump systems will be the responsibility of the individual home or business owner. Regional maintenance personnel are available who can be contracted to perform semi-annual checkups and emergency repairs on the units.

The Ohio EPA and the Belmont County Health Department do not require existing individual homes and businesses adjacent to the force mains to tie into them because the force main is only a transmission system. However, businesses and subdivisions contiguous to the force mains will be required by these agencies to connect into the transmission system using grinder pumps. Individual homes may be required to tie into the system depending upon site conditions.

The current Board of Commissioners recognizes the need for the next phase of wastewater infrastructure development in the county, which is the construction of individual collection systems and additional lift stations to serve residential areas adjacent to the transmission system. For more information on this current project or if the public have general questions, please call the Belmont County Sanitary Sewer District at 695-3144 or the Belmont County Commissioners at 699-2150.

IN THE MATTER OF DISCUSSIONS HELD
RE: WATERLINE EXTENSION UPDATE

Dave Grum, Consultant, presented an update to the Commissioners in regards to the upcoming waterline projects for the Belmont County Sanitary Sewer District. The sewer projects will be ready to go to bid the 17th of August with the bid opening scheduled for September 14, 2001. The projects and their results are as follows:

- STATE ROUTE 149 AND STATE ROUTE 40
This project will include fifty homes and was engineered several years ago, with updates completed by Hammontree and Associates. This project is ready to go to bid in two weeks. Mr. John Christopher, Director of Belmont County Sanitary Sewer District will obtain user agreements and collect tap fees, so the engineers will know the number of families they are dealing with. This will also establish water to a business on this ridge.
- LAMIRA/ LOOMIS
This project involves one hundred twenty five houses. This project will give the county, "the most bang for the buck". The pump station will keep the south end full all the time.

- VILLAGE OF BARNESVILLE

This project will service seventy houses. A preliminary contract has been drafted and will be sent to Marlin Harper, Solicitor of the Village of Barnesville, to review.

This agreement states the Commissioners will build the line for 3.00 per thousand service charges per month for three years. The Village will assume responsibility of the line once the County gets it constructed. After ten years it becomes the property of the Village of Barnesville.

Mr. Grum updated the Commissioners about progress being made in other areas being considered for waterline extension projects. The section of State Route 331 to Route 56 on Interstate 40, Mr. Grum has visited with a developmental group and an agreement will be completed.

Commissioner Probst stated there was a three (3) month window once construction starts on the Force Main Extension Project. Mr. Grum stated perhaps a month from the day of the bid opening, until the project gets underway, one hundred eighty days to completion.

Another project currently being reviewed but not yet ready to be let out to bid is one involving the Union Local School District. Mr. Grum has three proposals from engineers and they have chosen the least expensive one. This proposal includes 2,000 feet of pipe for the Force Main and would pick up and deliver to State Route 149. The approximate cost will be \$170,000 with Union Local paying the cost to upgrade the pump.

Mr. Grum stated, the George Easement, as well as the Jamboree easements will need to be finalized as soon as possible. Commissioner Thomas stated, The Wheeling entertainment property easement is out, and a letter has been prepared on the George Property. Mr. Grum stated he would like to have the agreements so there is nothing holding back the projects. Mr. Grum stated that he had given Mr. Joseph Pappano, County Auditor, a preliminary cost analysis to review before meeting with the Board to determine how much will need to be borrowed, and expended over a two-year period.

Commissioner Olexo thanked those involved for their efforts stating, "We wanted to show our commitment by moving forward, these three individuals were very instrumental in getting this accomplished."

Commissioner Probst said, " Unfortunately we can't provide water to everyone right away, but this is a step in the right direction. Please don't get discouraged, someone must be first and someone must be last. Hopefully this will open up some areas in Belmont County for development and keep some jobs in Belmont County." He asked that the residents be patient. He also thanked Mr. Grum and Mr. Christopher, and urged the resident to continue petitioning the Commissioners to let them know what areas need water and sewer in the county.

Commissioner Thomas stated, "It's great to be a part of this announcement today, this is a good beginning for our residents. The Board looks forward to getting more projects out on a bigger scale in the year 2002."

**IN THE MATTER OF ENTERING
INTO AGREEMENT WITH VILLAGE OF MORRISTOWN
ON BEHALF OF BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following:

AGREEMENT

BELMONT COUNTY SANITARY SEWER DISTRICT
and
VILLAGE OF MORRISTOWN

THIS AGREEMENT made and entered into this 10th day of August, 2001, by and between the Belmont County Sanitary Sewer District, P.O. Box 457, St. Clairsville, Ohio, 43950, a political sub-division of the State of Ohio, hereinafter referred to as the "District", and the Village of Morristown, P.O. Box 224, Morristown, Ohio, 43759, a political sub-division of the State of Ohio, hereinafter referred to as the "Village".

WHEREAS, it is the intent of the District to construct a trunk line connecting its wastewater treatment facilities, located west of St. Clairsville, Ohio, and along U.S. Rt. 40 to the eastern boundary of the Village of Morristown as well as along State Rt. 149 in a southerly direction from the State Route 149 intersection with U.S. Rt. 40;

WHEREAS, the Village intends to construct a wastewater collection system within the Village;

WHEREAS, it is the intent of the Village to connect its wastewater collection system to the District's force main at a point on the George property, or on adjoining properties, located on the south extremity of the Village's Corporation Limit.

WHEREAS, the Village, is presently seeking financial assistance through governmental agencies for the construction of its wastewater project;

WHEREAS, upon the Village commencing construction of its wastewater collection system, the District will build, at its own expense, a pump station and force main to be located on the George property, or adjoining properties, near the southern boundary of the Corporation Limit.

WHEREAS, the District and the Village have separate engineers and the location of portions of their facilities, including lift stations/pump stations, must be established thereby rendering an agreement between the Village and the District a necessity;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the District and the Village now agree as follows:

I.

The District agrees to permit the Village to connect to the District's anticipated wastewater treatment line and the Village agrees to connect to the Districts line for the purpose of transporting the Village's wastewater to the District's treatment plant presently located west of St. Clairsville, Ohio.

II.

The Village agrees to pay the District, pursuant to a users' rate to be determined based on an Audit Report concerning the operation and maintenance and debt service of the District upon the flow through the District's master meter servicing the Village's wastewater line connected into the District's force main trunk line.

III.

The District will not be responsible for any claims or damages for interruptions of service to the Village arising from causes beyond the District's control and the Village will not be responsible for any claim or damage for disruption of service arising from causes beyond the District's control.

IV.

This Agreement shall become effective immediately upon the execution hereof and embodies the entire agreement between the parties.

V.

This Agreement shall be subject to, conditioned upon, and construed in accordance with the rules and regulations that are laws of the State of Ohio applicable to similar Agreements and shall be binding upon the successors in interest of the parties hereto.

VI.

This Agreement shall be subject to termination by the mutual consent of both parties or for good cause shown by either party.

This Agreement is executed by the Board of Commissioners of Belmont County, Ohio, for and on behalf of the District, pursuant to a Resolution duly adopted at the meeting held on the 10th day of August, 2001, and is likewise executed by the Mayor of the Village of Morristown, for and on behalf of the Village, pursuant to a Resolution duly adopted at a meeting held on the 6th day of August, 2001.

WITNESSES: BELMONT COUNTY SANITARY SEWER
DISTRICT OF BELMONT COUNTY, OHIO

Darlene Pempek /s/ Ryan E. Olexo /s/

Mae Whiteley /s/ Charles R. Probst, Jr. /s/
Mark A. Thomas /s/
Board of Commissioners of Belmont
County, Ohio

WITNESSES: VILLAGE OF MORRISTOWN

Kim J. Kurucz /s/ C. J. Graham /s/
Mayor

Edward G. Sustersic /s/

APPROVED AS TO FORM BY:

Frank Pierce /s/
Belmont County Prosecuting Attorney

Edward G. Sustersic /s/
Attorney Edward G. Sustersic
Solicitor for Village of Morristown

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

RECESS AT 11:45 A.M.

IN THE MATTER OF ENTERING
INTO PRC CONTRACT WITH FAMILY HEALTH SERVICES/
BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following PRC Purchase of Service Contract with Belmont County Family Health Services for the Pregnancy Prevention Program on behalf of the Belmont County Department of Job and Family Services.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

PREVENTION, RETENTION AND CONTINGENCY

PURCHASE OF SERVICE CONTRACT

This contract is made and entered into as of July 1, 2001, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as Department) and the Belmont County Family Health Services doing business at 68501 Bannock Road, St. Clairsville, Ohio 43950 (hereinafter referred to as Provider) in cooperation with the Belmont County Commissioners for the purpose of establishing the terms and conditions by which the Provider will provide services, activities, and strategies for eligible individuals as defined by the Department's Prevention Retention and Contingency Plan.

PURCHASE OF SERVICES

The Department agrees to purchase services encompassing the following activities and strategies of the Pregnancy Prevention Program.

CONTRACT PERIOD

This contract is effective from July 1, 2001, through June 30, 2002.

AVAILABILITY OF FUNDS

Payment for all services provided in accordance with the provisions of this contract is contingent upon the availability of state and federal funds.

COST AND DELIVERY OF PURCHASED SERVICES

Subject to the limitations specified in Article 3, the maximum amount to be paid for such purchased services is twenty-five thousand dollars (\$25,000.00).

ELIGIBILITY

A. To be eligible for services under this contract, the Assistance Group (herein referred to as AG) must include a minor child or a woman who is pregnant. For purposes of the PRC program, a minor child is defined as someone under the age of twenty (20) who is still enrolled in a secondary school.

B. A person must be a resident of the State of Ohio and Belmont County to be eligible for services under this contract.

C. The AG must meet the eligibility requirements detailed in Belmont County's PRC Plan. The AG must be composed of TANF eligible individuals/families who are at or below 200% of the federal poverty standard. The Provider is responsible for determining eligibility and the Provider is also responsible for any audit findings.

D. Those applying for and receiving services under this contract are to be afforded the right to the State Hearing Process.

PAYMENT FOR PURCHASED SERVICES

On a monthly basis, the Provider will submit an invoice and report to the Department covering the services rendered. The Department will review the invoices for completeness and accuracy before making payment. Invoices must be received before the tenth of the month in order for the Provider to receive payment in that month with the exception of the month of December when the County Auditor requires that invoices be submitted by the third of December or sooner if the third falls on a weekend. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as County Auditor processes payment.

FINANCIAL RECORDS

The Provider will maintain independent books, records, documents, accounting procedures, and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this agreement. Such records shall be available at all reasonable times for inspection, review, or audit by duly authorized federal, state, and Department personnel.

AVAILABILITY AND RETENTION OF RECORDS

For a period of three (3) years after final payment, the Provider will maintain and preserve all financial records in its possession related to this agreement, including documentation used in the administration of the program. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the 3 year period, whichever is later.

CONFIDENTIALITY

The Provider agrees that it will not use or disclose any information concerning eligible individuals for any purpose not directly related with the administration of the Department's or the Provider's responsibilities with respect to purchased services without the written consent of the eligible individual.

CIVIL RIGHTS

The Provider will not discriminate against any individual because of race, color, sex, religion, national origin, disability, or any other factor as specified in Title V of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments, the Americans with Disabilities Act, and all other state and federal laws prohibiting discrimination.

INDEMNITY AND INSURANCE

The Provider agrees that it will indemnify and hold harmless the Department, ODHS, and the Belmont County Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement. The Provider agrees to purchase insurance as is reasonably necessary to secure adequately the persons and estates of eligible individuals against foreseeable torts.

MONITORING AND EVALUATION

The Department and the Provider will monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which the objectives are being achieved. A progress or status report must be submitted to the Department on a monthly basis by the seventh (7th) of each month. This report should list measurable outcomes, achievements that relate to the project's stated TANF goals, details of the project's milestones to date and overall results to date.

TERMINATION

The agreement may be terminated without cause by either party upon thirty (30) days written notice.

AMENDMENT

This contract may be amended by means of a written instrument executed by all parties hereto.

PROCUREMENT

If the Provider makes purchases exceeding fifteen thousand dollars (\$15,000.00), Ohio Department of Human Services procurement must be followed. See Exhibit I for further conditions.

SIGNATURES

<u>Dwayne D. Pielech /S/</u>	<u>7/1/2001</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	

<u>Emmy Lou Charlton, R.N.,M.S.,/S/</u>	<u>8/2/01</u>
Emmy Lou Charlton, R.N.,M.S., Director	Date
Belmont County Family Health Services	

<u>Ryan E. Olexo /S/</u>	<u>8/10/01</u>
Belmont County Commissioner	Date

<u>Charles R. Probst, Jr /S/</u>	<u>8/10/01</u>
Belmont County Commissioner	Date

<u>Mark A. Thomas /S/</u>	<u>8/10/01</u>
Belmont County Commissioner	Date

<u>Robert Quirk /S/</u>	<u>7/31/2001</u>
Approved as to form	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr .Olexo	Yes

IN THE MATTER OF ENTERING
INTO PRC AGREEMENT WITH MENTAL HEALTH
AND RECOVERY BOARD/BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following PRC Agreement with the Mental Health and Recovery Board in the maximum amount of \$200,000.00 on behalf of the Belmont County Department of Job & Family Services.

PREVENTION, RETENTION AND CONTINGENCY AGREEMENT

ARTICLE I. INTRODUCTION

This agreement is entered into between The Belmont County Department of Job and Family Services, (hereinafter referred to as Department) and the Mental Health and Recovery Board doing business at 99 N. Sugar Street, St. Clairsville, OH 43950 (hereinafter referred to as Provider).

ARTICLE II. PURPOSE

- A. The Prevention, Retention and Contingency (PRC) Program was established by Ohio House Bill 408 on October 1, 1997.
- B. This agreement will focus on the BCDJFS Children Services Program designed to protect children, prevent neglect and/or abuse of children, preserve families and reunify families. To achieve these goals, the Provider will contract for the provision of the following appropriate services including Case Management, Day Treatment, Domestic Violence Services and Counseling.
- C. Receipt of services through this agreement does not prohibit the family from making a separate application for other services or assistance which may be available under the County's PRC plan.

ARTICLE III. PROGRAM ELIGIBILITY

- A. To be eligible for services under this agreement, the Assistance Group Must include a minor child or woman at least six (6) months pregnant. For purposes of the PRC Program, a minor child is defined as someone under the age of 20 who is still enrolled in a secondary school.
- B. A person must be a resident of the State of Ohio and Belmont County to be eligible for services under this agreement.
- C. The Assistance Group income must not exceed 200% of federal poverty guidelines. The Provider will determine eligibility based on the Provider's Sliding Fee Scale for Free Service.

ARTICLE IV. CONTRACT PERIOD/COST AND DELIVERY

- A. This agreement is effective from July 1, 2001 through June 30, 2002. Department Director's signature date sets the actual effective date.
- B. Funding will be provided through the BCDJFS Incentive Allocation. Payment for all services provided in accordance with the provisions of this agreement is contingent upon the availability of State and Federal funds.
- C. The maximum amount to be paid under this agreement is Two Hundred Thousand Dollars (\$200,000.00).
- D. The Provider will submit a monthly invoice to the Department covering the services rendered. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within 30 days of the receipt or as soon as the County Auditor processes payment.

ARTICLE V. MISCELLANEOUS PROVISIONS

- A. Records: All records relating to costs, work performed and supporting documentation for work performed under this agreement along with copies of all material produced under this agreement shall be retained by Provider and made available for any subsequent inspection or audit. These records and materials shall be retained and made available for a minimum of three (3) years after Provider receives the last payment pursuant to this agreement.
- B. Equal Employment Opportunity: In carrying out this agreement, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran's status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, nation origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran's status.

- C. Confidentiality: The Provider agrees that it will not use or disclose any information concerning eligible individuals for any purpose not directly related with the administration of the Department's or the Provider's responsibilities with respect to purchased services without written consent of the eligible individual.
- D. Indemnity and Insurance: The Provider agrees that it will indemnify and hold harmless the Department, ODJFS, and the Belmont County Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement. The Provider agrees to purchase insurance as is reasonably necessary to secure adequately the persons and estates of eligible individuals against foreseeable torts.
- E. Amendments: This writing constitutes the entire agreement between the parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both parties; however, it is agreed by both parties that any amendments to law or regulations cited herein will result in the correlative modification of the Agreement with necessity for executing written amendments. Any written amendment to this Agreement shall be prospective in nature.
- F. Renewal: By consent of both parties this contract may be renewed by one year.

ARTICLE VI. SIGNATURES

Dwayne D. Pielech /S/	7/01/2001
Dwayne D. Pielech, Director	Date
Belmont County Department of Job And Family Services	
Linda Pickenpaugh /S/	7/24/01
Linda Pickenpaugh, Executive Director	
Mental Health and Recovery Board	
Ryan E. Olexo /S/	8/10/01
Belmont County Commissioner	
Charles R. Probst, Jr. /S/	8/10/01
Belmont County Commissioner	
Mark A. Thomas /S/	8/10/01
Belmont County Commissioner	
Robert Quirk /S/	7/31/2001
Approved as to form:	
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING
PAY INCREASE FOR KATHY MARINO, SWITCHBOARD-
SECRETARY/BOARD OF COMMISSIONERS**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve a \$.50 (fifty cents) per hour pay increase for Kathy Marino, Switchboard Operator/Secretary for the Belmont County Commissioners. Ms. Marino has satisfactory completed her probationary period effective with pay period ending August 11, 2001. Her new pay rate will be \$8.00 per hour.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING
PURCHASE OF RADIO EQUIPMENT/BELMONT COUNTY 9-1-1**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the request from Belmont County 9-1-1 to order radio equipment from Staley Communications, Inc., 93 Main St., Wheeling, WV 26003 in the amount of \$19,943.55.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING
ANNUAL ORDER FOR MAINTENANCE OF 9-1-1 SYSTEM
WITH EYRETEL**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Belmont County 9-1-1 request to renew the annual Order for Maintenance of System with Eyretel, Inc. in the amount of \$23,100.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN MATTER OF DISCUSSION HELD
RE: GREEN EASEMENT AGREEMENT

Commissioner Thomas stated he would like to see the easement agreement with the Cafaro, Company, Ohio Valley Mall and Green and Associates finalized today. Commissioner Probst questioned if David Grum had given his approval of the bond amount, because it was a different amount than he had originally told Commissioner Probst. Commissioner Olexo stated, yes, he had spoke with both Mr. Grum and John Christopher in regards to the bond amount, and they both were satisfied, "That's where I got the bond amount from, a performance bond is to ensure completion of the project, in this case, there is just a section near the Ohio Valley Mall not done." Commissioner Probst stated, "I just wanted to make certain everyone is on the same page." Commissioner Thomas stated the amount of bond required was decreased primarily due to the project being eighty to ninety percent done. Commissioner Olexo explained, "The \$100,000.00 bond was for the beginning of the project which entailed the pumps, collection systems and everything. I got with Mr. Grum and John Christopher, and that is the amount we came up with." Commissioner Thomas stated, "Mr. Green has applied for the bond and will provide the bond to the Board no later than Monday. He will complete the work in a good and timely manner, which actually is already done."

IN THE MATTER OF ENTERING
INTO AGREEMENT FOR CONSTRUCTION
OF SEWER LINES/SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following agreement with Green and Associates for construction of sewer lines.

Agreement for Construction
Of Sewer Lines

This agreement entered into this 10th day of August, 2001 between the Belmont County Sanitary Sewer District by the Board of County Commissioners hereinafter called the "District" and Green & Associates hereinafter called the "Developer". In consideration of mutual promises herein contained on behalf of the District and Developer do hereby agree as follows.

1. The Developer shall install a duplex sewer pump station and sewage lines so as to make sewage available to each resident. The installation, size, type of fittings, manholes and pump station will be approved by the Director and Ohio EPA prior to construction. Upon completion, all main line collection systems shall become the property of the District with appropriate access and easement. The Developer shall be responsible for maintenance of all appurtenance for one year.

The District shall provide sewer pipe and pipe only from Willow Grove Road to an Existing Sewer Force main located northeast of Ames Department Store at the Ohio Valley Mall. The sewage rate for the development shall be equivalent to SSD #2 which includes the Ohio Valley Mall and Plaza area. If revenue does not cover the cost to operate and maintain the sewer pump station appurtenances, the Developer shall pay for all cost above revenue collected by the district as per an Audit report of revenue and expenses incurred by the District. The Developer shall be billed monthly as the situation dictates to meet expenses. Developer subsidization shall cease at such time that revenue from services equals cost of operation.

2. The Developer agrees at his own expense to do all work as herein described under Condition expressed, to furnish all materials necessary and complete work in a good substantial manner to the satisfaction of the Director of the District.
3. The Developer further agrees to execute a performance and payment bond in the amount of \$25,000.00 payable to the District to insure faithful performance of this agreement. The Bond shall be released in writing by the District upon satisfactory completion and operation of the installed Sewer Systems as planned by the Developer.

Howard Kemp /s/
Witness

Green & Associates

By: John M. Green /s/

David R. Mc? /s/
Witness

Belmont County Commissioners
Ryan E. Olexo /s/
Ryan E. Olexo, President

Jayne Long /s/
Witness

Christin Locke /s/
Witness

Mark A. Thomas /s/
Mark A. Thomas

Charles R. Probst, Jr.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

AS PER THE FOLLOWING MOTION ADOPTED

August 3, 2001:

IN THE MATTER OF APPROVING

EASEMENT AGREEMENT RE: OHIO VALLEY MALL, CAFARO COMPANY

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the easement agreement between the Ohio Valley Mall, Cafaro Company, and the Board of Belmont County Commissioners pending the signing of an agreement between Green and Associates, St. Clairsville, Ohio and the Board of Belmont County Commissioners.

Upon roll call the vote was as follows:

Mr. Probst Yes

Mr. Olexo Yes

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into by and between OHIO VALLEY MALL COMPANY, an Ohio Limited Partnership, ("GRANTOR") and BELMONT COUNTY COMMISSIONERS, ("GRANTEE").

For and in consideration of the sum of One and 00/100 Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, GRANTOR and GRANTEE agree as follows:

1. GRANTOR does hereby grant, assign and convey unto GRANTEE a nonexclusive fifteen foot (15') easement in, on, under, across and through the Easement Area the centerline of which is described in Exhibit A and shown on Exhibit B (attached hereto and made a part hereof), for the sole purpose of constructing, owning, operating, inspecting, maintaining, repairing, replacing, and removing a sanitary sewer force main ("System"), which shall be installed as near as practicable to the centerline of the Easement Area. **Said System shall be for residential use only and shall serve a maximum of two hundred (200) residential dwelling units (residential dwelling units to include single-family homes and condominium units). Said System shall not be further extended nor shall any other system be permitted to tie into said System other than those extensions or additions necessary to accommodate the aforementioned residential dwelling units. Any use of said System, beyond that specifically stated herein, shall constitute an undue burden on this Easement thereby rendering this Easement null and void.**

2. For the purpose of constructing, operating, inspecting, maintaining, repairing, replacing, or removing the System, GRANTEE shall have rights of ingress to and egress from the Easement Area over such public and private roads and parking areas as may now or hereafter exist on the other lands of GRANTOR nearest to the Easement Area ("Grantor's Land"). If there are no public or private roads or parking areas reasonably convenient to the Easement Area, GRANTEE shall have the rights or ingress to and egress from the Easement Area over Grantor's Land that is fit for the traffic intended. GRANTEE shall enter and exit the Easement Area in such manner as shall cause the least damage and inconvenience to GRANTOR and shall not obstruct pedestrian and vehicular traffic or parking. GRANTOR reserves the right to shift, relocate, close or abandon such private roads or parking areas at any time, the right to relocate the easement at any time, and the right to require GRANTEE to relocate the System at any time **to a location which is as near as practicable (for GRANTOR'S purposes) to the Easement Area.**

3. GRANTOR retains all of its interest in the Easement Area, subject to GRANTEE'S interest as herein granted, and the rights to use and enjoy Grantor's Land and the Easement Area in any manner that is not inconsistent with or does not unreasonably interfere with the rights herein granted to GRANTEE, which retained rights of GRANTOR include, but are not limited to, the construction of roadways, parking areas, and structures, and landscaping. GRANTEE shall not interfere with the use and enjoyment of the Easement Area and Grantor's Land.

4. GRANTEE shall maintain, at its expense, the Easement Area and the System in a state of good repair and efficiency, and shall avoid and remedy as promptly as practicable any disruption or diminution of service. GRANTEE shall use materials that are free from defects and perform all work in a safe, good, and workmanlike manner. GRANTEE shall promptly relocate the System when and as required by GRANTOR **to a location which is as near as practicable (for GRANTOR'S purposes) to the Easement Area.** Upon the completion of any construction, maintenance, repair, removal, replacement, or relocation of the System, GRANTEE shall promptly restore, at its expense, the Easement Area and any other affected portions of Grantor's Land to a condition either as good as or better than their original condition prior to said work, whichever is more consistent and compatible with the condition of Grantor's Land at the time. All construction, operation, maintenance, repair, removal, replacement, and relocation of the System shall be performed by GRANTEE in such manner so as to avoid or minimize interference with the business operation of GRANTOR. Before commencing any work within the Easement Area, GRANTEE shall determine, at its expense, the location of all other easements and structures within or adjacent to the Easement Area.

5. GRANTEE shall construct and maintain all portions of the System underground as is reasonably practicable. Where the System is buried under existing pavement and access thereto is necessary, GRANTEE (i) shall cut the pavement in a sharp and straight manner, (ii) shall maintain the underground portion of the System a minimum of thirty-six (36) inches below the surface, (iii) shall backfill to 95% modified proctor with **existing or other construction** material **reasonably** acceptable to GRANTOR, and (iv) shall replace or restore the pavement to its original condition.

6. GRANTEE shall pay, at its expense, for any and all damages, losses, or injuries arising from the construction, ownership, maintenance, operation, replacement, repair, removal, or relocation of the System, from the GRANTEE'S duties in regard to the Easement Area and Grantor's Land, or from the exercise, use, or enjoyment of the rights herein granted to GRANTEE. GRANTEE shall indemnify and hold harmless GRANTOR from any and all claims, demands, and causes of action, whether in law or in equity, costs and expenses, reasonable attorneys' fees, liability, loss or damage arising, directly or indirectly, in connection with the construction, ownership, operation, maintenance, repair, removal, replacement, or relocation of the System, or with the GRANTEE'S duties in regard to the Easement Area or Grantor's Land, or with the exercise, use or enjoyment of the rights herein granted to GRANTEE. GRANTEE specifically waives the immunity and other protections it may have under the worker's compensation or employers' liability laws of any state or of the United States that would bar GRANTOR from any remedy enforcing GRANTEE'S contract to indemnify and hold GRANTOR harmless in accordance with this section, or bar GRANTOR from obtaining contribution from GRANTEE for GRANTEE'S proportionate share of any liability, or bar GRANTOR from obtaining indemnification from GRANTEE based on the theory of the active or primary liability of GRANTEE versus the passive or secondary liability of GRANTOR. The provisions of this section shall survive the termination of this Agreement.

7. This Agreement shall constitute a covenant running with the land for the benefit of GRANTEE, its successors, and assigns, GRANTEE'S covenants and obligations shall be binding on GRANTEE, its successors, and assigns and shall inure to the benefit of GRANTOR, its successors, assigns, lessees, and other persons or entities owning property contiguous to Grantor's Land, provided they have acquired their property from GRANTOR, or have entered into agreements with GRANTOR for the operation of or reciprocal easements on GRANTOR'S and their respective properties.

8. The easement herein granted is subject to any and all easements, encumbrances, conditions, and restrictions of record and to any and all existing structures and uses, and does or may parallel or cross existing or future easements for other utilities.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have hereunto set their hands as of the 13th day of August, 2001.

Signed in the presence of: GRANTOR: OHIO VALLEY MALL
COMPANY

Susan Mirich /s/ By: Anthony M. Cafaro /s/

Rochelle Feelecky /s/

GRANTEE: BELMONT COUNTY
COMMISSIONERS

Mae Whiteley /s/ By: Ryan E. Olexo /s/

Roberta Jenkins /s/ By: _____

By: Mark A. Thomas /s/

APPROVED AS TO FORM:

Robert W. Quirk /s/
Belmont County Prosecutor

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:47 P.M.

Motion made by Mr. Thomas, seconded by Mr. Olexo to adjourn the meeting at 1:47 P.M.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

Read, approved and signed this 15th day of August A.D., 2001.

_____ COUNTY COMMISSIONERS

We, Ryan E. Olexo and Darlene Pempek, 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

