

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, and Mark A. Thomas, Commissioners, Charles R. Probst, absent and Darlene Pempek, Clerk of the Board. Minutes of the meeting of November 21, 2001, were read, approved and signed.

EVENING MEETING-NEFFS, OHIO

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. Thomas, seconded by Mr. Olexo 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 |
|---------------------------------|---|------------|
| Judge J. Mark Costine | Reimbursement/Probate Court-General | 2,334.17 |
| Treasurer, State of Ohio | Reimb funding/OH Coatings Rdway-Gen | 97,386.39 |
| Belmont National Bank | Trust Fees/Jail Construction-General | 256.00 |
| BP Oil | Gasoline-General | 2,624.14 |
| Manatron | Monthly contract services/Aud-Gen | 6,187.18 |
| Belmont Co. CSEA Admin. Fund | IV-D Contract/Sept/Magistrate-Gen | 3,941.51 |
| Martins Ferry Office Supply | Office furniture/Treasurer-General | 3,589.40 |
| Georgia's Carpet Brokers | Carpeting/Treasurer-General | 1,682.81 |
| F&E Checkwriter Company | 1 Endorser/Imprinter/Treas-Gen | 1,500.00 |
| Ron's Countertops, LLC | Recover countertops, etc/Treas-Gen | 3,062.00 |
| Citgo Petroleum Corp. | Gasoline-General | 580.94 |
| Marathon Oil Company | Gasoline-General | 1,098.04 |
| Dayton Legal Blank | Dog Tags/Auditor-General | 1,061.71 |
| Belmont County Tourism | Nov/Dec expenses-Lodging Excise | 30,000.00 |
| Treasurer, State of Ohio | TCEP Application-Park Health | 200.00 |
| Davison Electric Co., Inc. | Neffs Garage-Engineers Bldg Const. | 9,450.00 |
| Power City Plumbing | Neffs Garage-Engineers Bldg Const. | 33,210.00 |
| Allstate Construction Co. | Neffs Garage-Engineers Bldg Const. | 53,459.62 |
| Power City Plumbing | Tacoma Garage-Engineers Bldg Const. | 17,541.00 |
| Davison Electric Co., Inc. | Tacoma Garage-Engineers Bldg Const. | 9,000.00 |
| Bedway Development, Inc. | Tacoma Garage-Engineers Bldg Const. | 47,748.75 |
| Power City Plumbing | Lloydsville Garage-Eng Bldg Const. | 15,726.60 |
| Belmont National Bank | Principal/Park Health-Bond Retiremnt | 170,000.00 |
| Belmont National Bank | Interest/Park Health-Bond Retirement | 89,445.00 |
| Belmont National Bank | Trust fee/Park Health-Bond Retirement | 630.00 |
| Belmont National Bank | Interest/Human Srv-Bond Retirement | 18,822.50 |
| Belmont National Bank | Fees/Human Serv-Bond Retirement | 192.00 |
| Belmont National Bank | Principal/Human Serv-Bond Retirement | 120,000.00 |
| Belmont National Bank | Interest/Jail Const-Bond Retirement | 38,398.75 |
| Belmont National Bank | Principal/Correction-Bond Retirement | 100,000.00 |
| Belmont National Bank | Interest/Correction-Bond Retirement | 66,005.00 |
| Belmont National Bank | Principal/Jail Const-Bond Retirement | 90,000.00 |
| Belmont National Bank | Trust Fee/Correctional Facility-Bond | 1,048.30 |
| USDA Rural Development | WWS #3 Phase I Bond-Sanitary Sewer | 135,640.00 |
| MCI | Phone service/E Gorence-Common Pleas Grnt | 8.91 |
| CSEA | October pmt-Clk of Courts Computer | 1,361.40 |
| Kristi Lipscomb, Court Reporter | Fee 10/30/01-Western Ct Gen Spec Proj | 75.00 |
| Bank One Acct 00001-059-1 | CDBG Acquisition/Rehab-CDBG | 14,800.00 |
| Tiger Direct | Computer Supplies-Sheriff's | 159.58 |
| Tri-State Asphalt | Resurfacing/OPWC CRM14-Engineers Y030 | 12,052.06 |
| Tri-State Asphalt | Resurfacing/OPWC CRM14-Engineers Y030 | 11,983.38 |
| Village of Powhatan Point | Correct Storm sewer/OH WV Exc-Lic Tax | 7,200.00 |
| Village of Powhatan Point | Resurfacing/Lash Paving-License Tax | 27,975.00 |

**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 November 28, 2001 as follow:

| FUND | AMOUNT |
|------------------------------|--|
| General | \$11,454.86, \$10,874.10, \$4,608.28 |
| General/Sheriff's | \$318.25, \$7,233.28, \$1,067.60, \$1,281.10 |
| Dog Kennel | \$582.59 |
| Litter Control | \$1,996.45 |
| County Home | \$4,330.81 |
| BCDJFS/PA | \$48,039.10, \$63,793.22, \$12,159.14 |
| BCDJFS/CSEA | \$19,372.62 |
| Engineer's MVGT | \$836.09, \$9,304.50, \$108.66, \$17,829.82 |
| Western Division Court | \$198.53 |
| Sanitary Sewer District Y-90 | \$13,801.39, \$4,192.07, \$213.37 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

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

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following CASH ADVANCE of funds for the Juvenile Court Drug Court III 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 | \$500.00 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF TRANSFER
WITHIN FUND FOR JUVENILE COURT
ALTERNATIVE SCHOOL FUND M67**

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

| FROM | TO | AMOUNT |
|-------------------|------------------------|----------|
| M067-M01 Salaries | M067-M12 Transfers Out | \$500.00 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
RECORDER**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

| FROM: | TO: | AMOUNT |
|--------------------|--------------------------|----------|
| S078-S05 Equipment | S078-S14 Hospitalization | \$250.00 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT HARRISON
JUVENILE DISTRICT GROUP HOME AND
DETENTION PRC PROGRAM**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

| FROM: | TO | AMOUNT |
|-------------------|--------------------------|----------|
| S035-S01 SALARIES | S035-S03 HOSPITALIZATION | \$149.72 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT HARRISON
JUVENILE DISTRICT DETENTION HOME**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

| FROM: | TO: | AMOUNT |
|-------------------|--------------------------|------------|
| S033-S33 SALARIES | S033-S47 HOSPITALIZATION | \$3,321.64 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
JUVENILE COURT'S INTAKE WORKER FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

| FROM: | TO: | AMOUNT |
|---------------------|-----------------------|------------|
| M062-M02 PERS | M062-M12 ADVANCES OUT | \$890.49 |
| M062-M04 MEDICARE | M062-M12 ADVANCES OUT | \$ 75.09 |
| M062-M05 INSURANCES | M062-M12 ADVANCES OUT | \$ 5.86 |
| M062-M06 TRAVEL | M062-M12 ADVANCES OUT | \$609.35 |
| TOTAL | | \$1,580.79 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
EASTERN DIVISION COURT S84 FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

| FROM: | TO: | AMOUNT |
|-----------------------|--------------------------|------------|
| S084-S12 WORKERS COMP | S084-S14 HOSPITALIZATION | \$ 479.37 |
| S084-S11 PERS | S084-S14 HOSPITALIZATION | \$1,000.00 |
| TOTAL | | \$1,479.37 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

**IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE (S76) HALFWAY
HOUSE PROGRAM PROJECT FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following transfer of funds within the (S76) Halfway House Program Project Fund.

| FROM | TO | AMOUNT |
|--------------------------|------------------------|------------|
| S076-S01 Salaries | S076-S07 Advances Out | \$6,046.03 |
| S076-S02 P.E.R.S. | S076-S07 Advances Out | \$1,268.77 |
| S076-S03 Workers Comp | S076-S07 Advances Out` | \$ 300.00 |
| S076-S04 Medicare | S076-S07 Advances Out | \$ 752.94 |
| S076-S05 Hospitalization | S076-S07 Advances Out | \$2,986.17 |

REPAYMENT OF CASH ADVANCE FROM THE GENERAL FUND

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

IN THE MATTER OF TRANSFER
OF FUNDS FOR THE BELMONT COUNTY
ENGINEERING DEPARTMENT

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following transfer of funds as follows:

| FROM | TO | AMOUNT |
|------------------------|------------------------|-------------|
| K000-K29 CONT/SERVICES | K000-K16 CONT/PROJECTS | \$20,000.00 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

IN THE MATTER OF TRANSFER
OF FUNDS FOR THE BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
H00 PA FUND

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following transfer of funds as follows:

| FROM | TO | AMOUNT |
|---------------|--------------------|-------------|
| H000-H12 PERS | H000-H03 EQUIPMENT | \$ 5,000.00 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

IN THE MATTER OF REPAYMENT
IF CASH ADVANCES FROM THE
GENERAL FUND TO THE (S76)
HALFWAY HOUSE PROGRAM PROJECT FUND

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following repayment of cash advances from the General Fund to the (S76) Halfway House Program Project Fund.

| FROM | TO | AMOUNT |
|-----------------------|----------------------|-------------|
| S076-S07 Advances Out | A047-A01 Advances In | \$ 4,000.00 |

REPAYMENT OF CASH ADVANCE FROM THE GENERAL FUND AS FOLLOWS:

Cash advance of \$2,000.00 on August 4, 1999 and August 18, 1999
Total cash advance of \$4,000.00

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

IN THE MATTER OF REPAYMENT OF
CASH ADVANCE OF FUNDS FOR THE
JUVENILE COURT C-CAP FUND M055

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following **REPAYMENT OF CASH ADVANCE OF FUNDS** for the Juvenile C-Cap Fund (M055-M05) Advances In from the Juvenile Court Tutor Fund (M070-M10) Advances Out in the amount of \$175.80

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF REPAYMENT OF
CASH ADVANCE OF FUNDS FOR THE
JUVENILE COURT C-CAP FUND M055

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following **REPAYMENT OF CASH ADVANCE OF FUNDS** for the Juvenile C-Cap Fund (M055-M05) Advances In from the Juvenile Court Enhancement Grant Fund (M071-M10) Advances Out in the amount of \$464.66.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF REPAYMENT OF
CASH ADVANCE OF FUNDS FOR THE JUVENILE COURT
ALTERNATIVE SCHOOL FUND M67

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

| FROM | TO | AMOUNT |
|-----------------------|----------------------|------------|
| M070-M10 Advances Out | M067-M08 Advances In | \$2,305.65 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF REPAYMENT OF
CASH ADVANCE OF FUNDS FOR THE JUVENILE COURT
ALTERNATIVE SCHOOL FUND M67

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer within fund for the Juvenile Court Alternative School M67 (Advances Out) from the Juvenile Court Alternative School Fund M67 (PERS) to pay back a cash advance as follows:

| FROM | TO | AMOUNT |
|---------------|-----------------------|------------|
| M067-M02 PERS | M067-M12 Advances Out | \$4,996.62 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF REPAYMENT OF
CASH ADVANCE OF FUNDS FOR THE JUVENILE COURT
C-CAP DONATED FUND M55

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer of funds for the Juvenile Court C-Cap Donated Fund M55 (Advances In) from the Juvenile Court Alternative School Fund M67 (Transfers Out) to REPAY A CASH ADVANCE as follows:

| FROM | TO | AMOUNT |
|------------------------|----------------------|------------|
| M067-M12 Transfers Out | M055-M05 Advances In | \$4,996.62 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF REPAYMENT OF
CASH ADVANCE OF FUNDS FOR THE JUVENILE COURT
DRUG COURT FUND M63

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer within fund for the Juvenile Court Drug Court Fund M63 to REPAY A CASH ADVANCE as follows:

| FROM | TO | AMOUNT |
|----------------|------------------------|------------|
| M063-M06 Other | M063-M18 Transfers Out | \$4,000.00 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF REPAYMENT OF
CASH ADVANCE OF FUNDS FOR THE JUVENILE COURT
C-CAP DONATED FUND M55

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer of funds for the Juvenile Court C-Cap Donated Fund M55 (Advances In) from the Juvenile Court Drug Court Fund M63 (Transfers Out) to REPAY A CASH ADVANCE as follows:

| FROM | TO | AMOUNT |
|------------------------|----------------------|------------|
| M063-M18 Transfers Out | M055-M05 Advances In | \$4,000.00 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF REPAYMENT OF
CASH ADVANCE OF FUNDS FOR THE JUVENILE COURT
C-CAP DONATED FUND M55

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer within fund for the Juvenile Court C-Cap Donated Fund M55 to REPAY A CASH ADVANCE as follows:

| FROM | TO | AMOUNT |
|---------------------|------------------------|------------|
| M055-M18 Intake Fee | M055-M05 Transfers Out | \$1,834.46 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF REPAYMENT OF
CASH ADVANCE OF FUNDS FOR THE JUVENILE COURT
INTAKE COORDIANTOR FUND M62

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer of funds for the Juvenile Court Intake Coordinator Fund M62 from the Juvenile Court C-Cap Donated Fund M55 to REPAY A CASH ADVANCE as follows:

| FROM | TO | AMOUNT |
|------------------------|----------------------|------------|
| M055-M05 Transfers Out | M062-M08 Advances In | \$1,834.46 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE JUVENILE
COURT M55 C-CAPFUND, M62 INTAKE
COORDINATOR, M67 ALTERNATIVE SCHOOL,
AND M69 DRUG COURT III FUNDS

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of November 27, 2001.

| <u>M055 JUVENILE COURT C-CAP FUND</u> | | |
|---|----|----------|
| M055-M06 OTHER | \$ | 643.46 |
| M055-M09 SALARIES | \$ | 8,000.00 |
| M055-M12 PERS | \$ | 996.62 |
| <u>M62 JUVENILE COURT'S INTAKE FUND</u> | | |
| M062-M12 TRANSFERS OUT | \$ | 1,834.46 |
| <u>M67 JUVENILE COURT'S ALTERNATIVE SCHOOL FUND</u> | | |
| M067-M02 PERS | \$ | 2,305.65 |
| <u>M69 JUVENILE COURT'S DRUG COURT III FUND</u> | | |
| M069-M05 INSURANCES | \$ | 500.00 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE S95
COMMON PLEAS COURT COMPUTER FUND

Motion made by Mr. Olexo seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

| S95 COMMON PLEAS COURT COMPUTER FUND | | |
|---|----|-----------|
| S095-S05 Jury Management | \$ | 12,340.00 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE N-32
BELMONT COUNTY FOX COMMERCE
INDUSTRIAL FUND

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of November 28, 2001.

N-32
BELMONT COUNTY FOX COMMERCE INDUSTRIAL FUND

N032-N01 Contract Services \$13,000.00

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Olexo Yes

IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE GENERAL FUND

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of July 18, 2001.

GENERAL FUND

July 18, 2001 certification A501-A06 \$19,107.51

****CORSA reimbursement/insurance check for Sheriff Dept. vehicle**

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Thomas Yes

IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE
GENERAL FUND

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of April 06, 2001, May 09, 2001, and November 21, 2001.

GENERAL FUND

May 09, 2001 certification

A406-G09 Public Defender/Other Expenses \$1,218.76

November 21, 2001 (\$1,682.41) and April 06, 2001 (\$337.85) certification

A006-E11 9-1-1 Hospitalization \$2,020.26

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Thomas Yes

IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE
PARK HEALTH CENTER BOND
RETIREMENT FUND

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of November 28, 2001.

PARK HEALTH CENTER
BOND RETIREMENT FUND

0025-001 BOND PAYMENT \$170,000.00
0025-002 INTEREST \$ 88,868.00
0025-003 Other Expenses \$ 630.00

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Thomas Yes

IN THE MATTER OF REQUESTS FOR
CERTIFICATION OF MONIES FOR VARIOUS FUNDS

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

Budget Commission
Belmont County Courthouse
St. Clairsville, OH 43950

Re: Certification of monies for the S95 Common Pleas Computer Fund as follows:

Dear Sirs:

\$ 15,000.00 Transferred in from the General Fund/Basic Probation Fees

Re: Certification of monies/N-32 Fox Commerce Industrial Park

Dear Sirs:

Requesting certification of monies for the Fox Commerce Industrial Park Fund:
\$ 13,000.00 requested on Requisition #13/Federal Funds paid on November 27, 2001

(1) transactions/National City Bank
EDA grant Project #06-01-03011
ARC grant Project #OH-13530-1214

Re: Certification of monies/Belmont County General Fund

Dear Sirs:

Requesting certification of monies as follows:

\$ 4,000.00 transferred in from S76 Halfway House Program Project Fund on November 28, 2001
- repayment of funds cash advanced in August 1999 (\$ 4,000.00)

Re: Certification of monies/PARK HEALTH CENTER
025 BOND RETIREMENT FUND

Dear Sirs:

Requesting certification of monies for the 025 Park Health Center Bond Retirement Fund as follows:

Monies available for certification - total amount of \$260,000.00

Re: Certification of monies/Belmont County General Fund

Dear Sirs:

Requesting certification of monies as follows:

\$ 10,800.00 transferred in from S79 Clerk of Courts Certificate of Title Fund on November 21, 2001

Re: Certification of monies/CDBG FUND

Dear Sirs:

Requesting certification of monies for the Commissioners CDBG Fund as follows:

\$30,834.00 paid into T011-T01 on November 28, 2001
Grant #B-C-01-007-2

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF GRANTING
REQUEST TO TRAVEL FOR BCDJFS EMPLOYEES

Motion made by Mr. Thomas, seconded by Mr. Olexo to grant the following requests to travel for BCDJFS employees.

Name: Jack Cera
Destination: Canton, Ohio
Dates of travel: November 27, 2001
Purpose: Canton District Directors' Meeting
Estimated expenses: \$85.90

Name: Pete Walburn, Len Hrica, Mary Lewis, Ellen Carpenter and Stephanie Frey
Destination: Marietta, Ohio
Dates of travel: November 26-27, 2001
Purpose: Culture of Poverty Workshop
Estimated expenses: \$207.64

Name: Jack Cera
Destination: Steubenville, Ohio
Dates of travel: November 28, 2001
Purpose: WIA Networking Meeting
Estimated expenses: \$33.46

Name: Jennifer Fietz
Destination: Columbus, Ohio
Dates of travel: December 6, 2001
Purpose: PCSAO Adoption Forum
Estimated expenses: \$10.00

Name: Jim Kalonick, Christine Parker
Destination: Columbus, Ohio
Dates of travel: December 6-7, 2001
Purpose: PCSAO Executive Meeting
Estimated expenses: \$348.80

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

**IN THE MATTER OF ALLOCATION OF ADDITIONAL MONIES
TO THE BELMONT COUNTY ENGINEER'S ROAD AND BRIDGE
D-5 FUND FROM THE PERMISSIVE SALES TAX MONIES**

Motion made by Mr. Olexo, seconded by Mr. Thomas to allocate an additional \$20,000.00 (twenty thousand dollars) for the year 2001 to the Belmont County Engineer for road paving projects. The additional allocation is designated revenues from the enacted $\frac{1}{2}$ % Permissive Sales Tax monies (O.R.C. 5739.026)/ Infrastructure Fund.

These monies are allocated for the year 2001 and thereafter the annual allocations will be based on the availability of revenue and subject to the discretion of the Commission.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Olexo | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF APPROVING
MINUTES OF BOARD OF COMMISSIONERS
REGULAR MEETING**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve and sign the November 14, 2001 minutes of the regular meeting of the Board of Commissioners.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

**IN THE MATTER OF ENTERING
INTO AGREEMENT WITH MEAD TOWNSHIP
TRUSTEES FOR ENGINEERING CONSULTING SERVICES
FOR O.P.W.C. ISSUE II MONROE STREET PROJECT/ENGINEER'S**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following agreement.

This contract made and entered into this 28th day of November 2001, by and between the Board of County Commissioners of Belmont County, Party of the first part and Mead Township Trustees, party of the second part.

This agreement complies with **Section 164.15 of the Ohio Revised Code** and **Ohio Public Works Commission Advisory dated October 4, 1996**, whereby the County Engineer, at the request of the Trustees, may enter into a contract under which the Board agrees to pay all or any part of the cost of engineering services to be provided to or obtained for the township by the County Engineer that are necessary for projects awarded under **Chapter 164. Aid to Local Government Improvements**.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

Section 1. The Belmont County Engineer shall hire the consulting engineering for Mead Township's Ohio Public Works Commission Issue II Monroe Street Project.

Section 2. Mead Township Trustees will reimburse the total cost of the consulting services provided.

Belmont County shall pay the consulting engineer and invoice Mead Township the total cost of the services provided.

BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/
Ryan E. Olexo, President

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

Charles R. Probst, Jr

MEAD TOWNSHIP TRUSTEES

DATED: November 28, 2001

APPROVED AS TO FORM:

Robert Quirk /s/
Belmont County Prosecuting Attorney

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

**IN THE MATTER OF APPROVING
AMENDMENT TO IV-D CONTRACT
BETWEEN BELMONT COUNTY CSEA
AND CLERK OF COURTS**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the following amendment effective November 1, 2001, to the IV-D Contract between the Belmont County Child Support Enforcement Agency (CSEA) and Belmont County Clerk of Courts, entered into on the 1st day of February, 2001 and numbered 0701011.

I Article 3, Contract Period: No Changes

II Article 4, Availability of Funds: Changes the total contract value as follows:

| | Amount | Source |
|----------------------------|-------------|--------|
| Non Federal Matching Funds | \$16,389.36 | County |
| Federal Matching Funds | \$31,814.64 | FFP |
| Total | \$48,240.00 | |

III Article 5, Cost and Delivery of Purchased Services:

- (A) Adjusts the per unit rate from **\$102.67 to \$107.12**, as reflected in the attached revised budget.
- (B) Adjusts the maximum number of units purchased from **440 to 450**.

IV Provides for changes of language in the Articles/Exhibits listed below and attached to this amendment.

V All Articles and Exhibits not specifically changed by this or earlier amendments remain in full force and effect as originally executed.

| | | |
|---------------------------------------|--------------------------------|----------|
| Child Support Enforcement Agency Date | County Commissioners Signature | Date |
| Belmont County | Ryan E. Olexo /s/ | 11/28/01 |

| | | | |
|--------------------------------|----------|--------------------------------|----------|
| Authorized CSEA Representative | Date | County Commissioners Signature | Date |
| Dwayne Pielech/RKA /s/ | 11/26/01 | Mark A. Thomas /s/ | 11/28/01 |

Authorized Provider Representative's Signature
Randy L. Marple /s/

Authorized Provider Representative's Title
Belmont County Clerk of Courts

Provider's Street Address
101 W. Main Street

Provider's City, State, Zip
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

**IN THE MATTER OF ENTERING INTO MEMORANDUMS OF UNDERSTANDING
FOR THE BELMONT-JEFFERSON ONE-STOP DELIVERY SYSTEM/BCDJFS WIA**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into a Memorandum of Understanding by and among the Belmont County Commissioners and the Jefferson County Commissioners, the Belmont - Jefferson Workforce Policy Board, and the following nine agencies for the One-Stop Delivery System.

BELMONT-JEFFERSON ONE-STOP DELIVERY SYSTEM

"Memorandum of Understanding"

I Purpose of the Memorandum of Understanding and the One-Stop Delivery System

This Memorandum of Understanding as required under the Workforce Investment Act of 1998 brings together mandated programs and providers to create and operate a One-Stop Delivery System that coordinates and integrates activities and information as a whole and is coherent and accessible for individuals and businesses alike. The system must unify multiple training, education and employment programs into a single, customer-friendly system in each community. The underlying notion of the One-Stop Delivery System is the coordination of programs, services and governance structures so individuals have access to a seamless system of workforce investment services that will enhance their long-term employability, and employers have access to employment and training services that will meet their workforce and business needs.

II Background of the Ohio Option

The State of Ohio offered an alternative framework to implement workforce development activities under the Workforce Investment Act called the Ohio Option. This option allowed a county or counties to develop its own One-Stop Delivery System to meet its local needs. Under the Ohio Option, Belmont County and Jefferson County formed a consortium and agreed to work together as a workforce area.

The Belmont County Commissioners designated the Belmont County Department of Job and Family Services as the Workforce Development Agency and Fiscal agent for Belmont County. The Jefferson County Commissioners designated the Jefferson County Department of Job and Family Services as the Workforce Development Agency and Fiscal Agent for Jefferson County.

III Parties to this Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by and among the Belmont County Commissioners and the Jefferson County Commissioners, the Belmont - Jefferson Workforce Policy Board, and the

1. Goodwill Industries Rehabilitation Center, Inc. (Ohio Valley Division), hereinafter known as the partner agency, located at 1392 Cadiz Road, Wintersville, OH 43953
2. Jefferson Behavioral Health System, hereinafter known as the partner agency, located at 3200 Johnson Road, Steubenville, OH 43952.
3. AARP Foundation Senior Community service Employment Program (SCSEP), hereinafter known as the partner agency, located at 166 North 4th Street, Steubenville, OH 43952.
4. Jefferson County Department of Job and Family Services, hereinafter known as the partner agency, located at 125 South Fifth Street, Steubenville, OH 43952.
5. Jefferson Metropolitan Housing Authority, hereinafter known as the partner agency, located at 815 N. 6th Ave., Steubenville, OH 43952.
6. Jefferson County Community Action Council, Inc. hereinafter known as the partner agency, located at 114 North Fourth Street, Steubenville, OH 43952.
7. Jefferson Community College hereinafter known as the partner agency, located at 4000 Sunset Blvd., Steubenville, OH 43952.
8. Jefferson County JVS hereinafter known as the partner agency, located at 1509 County Why 22A, Bloomingdale, OH 43910.
9. Ohio Department of Job and Family Services hereinafter known as the partner agency, located at 127 S. Fourth St., Steubenville, OH.

This Memorandum of Understanding is effective July 1, 2001, and it will remain in effect through the duration of the Workforce Investment Act of 1998.

IV Responsibilities of the Belmont County and Jefferson County Commissioners

- Convene the One-Stop partners to plan, design and implement the local One-Stop Delivery System in coordination with the Workforce Policy Board.
- Ensure the One-Stop Delivery System is created and functions according to plan.
- Governance of the Workforce Development Area through the Workforce Policy Board.

V Responsibilities of the Belmont - Jefferson Workforce Policy Board

- Governance of the Workforce Development Area.
- Ensure the One-Stop Delivery System is created and functions according to plan.
- Bring together business, education and labor leaders to assess the workforce needs of employers and the employment and training needs of job seekers.
- Collaborate with the Local Elected Officials to oversee the One-Stop Delivery System.

VI Responsibilities of the Partner Agency

- Provide at the comprehensive physical center the core services that are applicable to its program and authorized and provided under its program.
- Provide access to other activities and programs carried out under its authorizing law.
- Use a portion of funds available to its program or other resources to create and maintain the One-Stop Delivery System and to provide core services.
- Participate in the operation of the One-Stop Delivery System.

VII Termination and Modification of the Memorandum of Understanding

This Memorandum of Understanding may be terminated by any of the parties. The terminating party must notify the other party of its non-participation by certificate of mailing. The termination date of the Memorandum of Understanding will be 90 days from the certificate of mailing date.

This Memorandum of Understanding may be modified by written agreement between the partner agency and the Workforce Policy Board. The Workforce Policy Board must notify in writing all other One-Stop Delivery System partners of the modification.

VIII Partners in the One-Stop Delivery System

The Belmont - Jefferson One-Stop Delivery System is designed to meet the purpose of the Workforce Investment Act stated in "Section I" through the partnering, cooperation and planning of the following entities and the agencies that represent the mandated Workforce Investment Act partners:

- Chief Elected Local Officials:
Belmont - Belmont County Commissioners
Jefferson - Jefferson County Commissioners
- Workforce Policy Board: Belmont-Jefferson Workforce Policy Board
- Title I programs serving adults, youth and dislocated workers:
Belmont - Belmont County Department of Job and Family Services
Jefferson - Jefferson County Community Action Council, Inc.
- Title I programs serving Job Corps: Not Applicable
- Title I programs serving Native Americans: Not Applicable
- Title I programs serving migrant and seasonal farm workers: Not Applicable
- Title I programs serving Veterans' Workforce programs:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Programs authorized under the Wagner-Peyser Act:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Adult Education and Literacy under Title III of WIA:
Belmont - Mid-East Ohio Vocational School District
Jefferson - Edison Local School District and Steubenville City Schools
- Programs authorized under Title I of the Rehabilitation Act:
Belmont - Ohio Rehabilitation Services Commission
Jefferson - Ohio Rehabilitation Services commission
- Welfare-to-Work programs authorized under the Social Security Act:
Belmont - Community Action Commission of Belmont County
Jefferson - Jefferson County Community Action Council, Inc.
- Senior community service employment activities authorized under title V of the Older Americans Act:
Belmont - Senior Community Service Employment Program
Jefferson - Senior Community Service Employment program
- Postsecondary education activities under the Carl D. Perkins Act:
Belmont - Belmont Technical College
Jefferson - Jefferson Community College
- Vocational and Applied Technology Education Act:
Belmont - Belmont Career Center
Jefferson - Jefferson Joint Vocational School
- Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under the Trade Act of 1974:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Activities authorized under chapter 41 of title 38, U.S.C.(local veterans'

employment representatives and disabled veterans outreach programs:

Belmont - Ohio Department of Job and Family Services

Jefferson - Ohio Department of Job and Family Services

- Employment and Training Activities carried out under the Community Services Block Grant:
Belmont - Community Action Commission of Belmont County
Jefferson - Jefferson County Community Action Council, Inc.
- Employment and training activities carried out by the Department of Housing and Urban Development: Not Applicable
- Programs authorized State unemployment compensation laws:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Ohio Works First/TANF
Belmont - Belmont County Department of Job and Family Services
Jefferson - Jefferson County Department of Job and Family Services
- Other partners:
Belmont - Ohio University-Eastern
Belmont - Belmont Metropolitan Housing Authority
Jefferson - Jefferson Behavioral Health
Jefferson - Brooke, Hancock, Jefferson Metropolitan Planning Commission
Jefferson - Goodwill Industries
Jefferson - Manpower

IX One-Stop Delivery System Design

The One-Stop Delivery System for the local area will unite Belmont County and Jefferson County to provide employment, training and other services to customers (individuals and businesses) of both counties.

For Belmont County, the short-term plan will provide a physical, comprehensive One-Stop Center located at the Belmont County Department of Job and Family Services building in Martins Ferry, Ohio or other designated facility. Long-term plans call for securing a larger facility that will better meet One-Stop Delivery System and One-Stop Center requirements mandated under the Workforce Investment Act. A satellite center may be established at the Belmont County Department of Job and Family Services Oak View building.

For Jefferson County, the location of the physical, comprehensive One-Stop Center will be determined at a later date.

In the short-term, services and activities provided in the Belmont-Jefferson One-Stop Delivery System will be provided and coordinated by the following paper system. Long-term plans include the implementation of a computer/electronic system to provide these components.

A. Customer Flow

- **Registration**

Customers who utilize the One-Stop Delivery System will be registered on a common registration form.

- **Referral**

Customers will be referred among partners for services using a common referral form.

- **Tracking**

The registration and referral forms will be used to track the flow of customers in the One-Stop Delivery System.

- **Reporting**

The registration and referral forms will be used to generate reports on the number of customers using the system, services used, demographics and other areas.

- **Customer Satisfaction Surveys**

Customer satisfaction surveys will be used to measure the satisfaction of customers who use the system and to obtain information for improvement to the system. The surveys will be included in the reporting.

b) Services: Core and Access to and Information on Other Partner Services

As mandated by the Workforce Investment Act, partner agencies must provide at the comprehensive physical One-Stop Center the core services that are applicable to their program and authorized and provided under their program. These core services are:

- Determination of eligibility to receive assistance under subtitle B of title I of WIA.
- Outreach, intake and orientation to the information and other services available through the One-Stop Delivery System.
- Initial assessment of skill levels, aptitudes, abilities and supportive service needs.
- Job search and placement assistance, and where appropriate, career counseling.
- Provision of employment statistics information including the provision of accurate information relating to local, regional and national labor market areas such as job vacancy listings in such labor market areas, information on the skills necessary to obtain the listed jobs, and information relating to local occupations in demand and the earnings and skills requirements for such occupations.
- Provision of program performance information and program cost information on eligible providers of training services described in WIA section 122, eligible providers of youth activities described in WIA section 123, providers of adult education described in title II, providers of postsecondary education activities and vocational education activities available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act, and providers of vocational rehabilitation program activities described in title I of the Rehabilitation Act of 1973.
- Provision of information on how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Delivery System in the local area.
- Provision of information relating to the availability of supportive services, including at a minimum child care and transportation, available in the local area and referral to such services as appropriate.
- Provision of information regarding filing claims for unemployment compensation.
- Assistance in establishing eligibility for Welfare to Work activities authorized under the Social Security Act and programs of financial aid assistance for training and education programs not funded under this Act.
- Follow-up services for participants in workforce investment activities authorized under subtitle (B) of title I of WIA who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.

The applicable core services will be made available through technology at the center, by co-location of staff, cross-training or by other means. Attachment "A" identifies the core services that will be provided by the partner.

Partner agencies must provide access to other activities and programs carried out under their authorizing law, and intensive services and training services as defined by the Workforce Investment Act will be available and accessible through the One-Stop Delivery System. Intensive services may include comprehensive or special assessments of skill levels and service needs, development of an individual employment plan, group counseling, individual counseling, career planning, case management and short-term prevocational services. Information on training services will include the names of training providers. Individual Training Accounts and related areas.

The partners' other services will be made available through the referral process established in the One-Stop Delivery System. Attachment "B" identifies these activities and programs provided by the partner.

c) Cost Sharing, Operation and Maintenance of the System

Partners must use a portion of funds available to their program or other resources such as in-kind services to create and maintain the system and to provide core services. The provision of and financing of the applicable core services and operation of the system is to be proportionate to the use of the center by the individuals attributable to the partner's program "proportionate responsibility".

Attachment "C" identifies the cost sharing responsibilities of the partner specific to this agreement.

d) Marketing and Promotion of the System

Marketing and promotion of the One-Stop Delivery to individuals, businesses and communities will be conducted by all parties to this Memorandum of Understanding.

X General Provisions

The parties to this Memorandum of Understanding agree to:

- 1) Comply with the Americans with Disabilities Act and ensure the programs and services provided in the One-Stop Delivery system will be accessible by individuals with disabilities.

Participate in and provide training and cross training as deemed appropriate to ensure all partners are familiar with all services and programs contained in the One-Stop Delivery System.

Participate in One-Stop Delivery System meetings and actively contribute to the quality and enhancement of the One-Stop Delivery System.

Resolve disputes through the following process. When consensus among the partners can't be reached and One-Stop functioning is impaired, parties to the dispute, within 15 days of the dispute, will meet with the chairperson of the Workforce Policy Board or meet with the Executive Committee of the Workforce Policy Board to evaluate and try to resolve the dispute. The chairperson or Executive Committee may consult with other One-Stop partners regarding the dispute. After mediation with the parties to the dispute, the chairperson or Executive Committee will make a decision on the dispute within 30 days of the initial meeting and notify all parties involved of the decision. If the parties to the dispute are not satisfied with the decision, they may request assistance from the Ohio Department of Job and Family Services in resolving the dispute. Dispute resolution will be in accordance with all applicable State and Federal laws and regulations.

Work together to resolve any audit or monitoring findings relating to the development and operation of the One-Stop Delivery System.

Follow the confidentiality requirements of each partner's program and the One-Stop Delivery System while sharing customer information and providing services to customers.

Based on available resources of the partner agency, assign staff to support the operation of the One-Stop Delivery System's physical centers.

Each partner agency must maintain operational control and responsibility of its staff assigned to the One-Stop Delivery System's physical centers.

Each partner agency must assume liability for its actions and the actions of its agents and hold harmless all other parties to this Memorandum of Understanding from any and all claims.

Cooperate with and utilize networking systems developed to connect partners in delivering services to customers in the One-Stop Delivery System.

Abide by EEO requirements in providing services to customers in the One-Stop Delivery System.

- 12) Create or maintain a drug-free workplace environment in the One-Stop Delivery System.

Abide by all applicable Federal, State and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants/customers, and maintenance of records.

Give preference to veterans in serving them in the One-Stop Delivery System.

Follow the laws of the State of Ohio, State WIA enabling legislation, and the Workforce Investment Act of 1998 which govern this Memorandum of Understanding.

- 16) Not allow a partner to be a member of the local Workforce Policy Board that refuses to sign this Memorandum of Understanding.

XI Signatures

Belmont County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding

Ryan E. Olexo /S/ 11/28/01
Commissioner's Signature Date

Mark A. Thomas /S/ 11/28/01
Commissioner's Signature Date

Jefferson County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding.
Ben Batenburg /s/

Commissioner’s Signature Date

Richard DeLaTore s
Commissioner’s Signature Date

Adam Scurti /s/
Commissioner’s Signature Date

Belmont - Jefferson Workforce Policy Board

I have read and agree to the provisions of this Memorandum of Understanding

Authorized Representative’s Signature Date

Partner Agency

I have read and agree to the provisions of this Memorandum of Understanding.

1.Goodwill Industries Rehabilitation Center, Inc.

Partner Agency

H.G. Oswald, Executive Director /s/ June 8, 2001
Authorized Representative’s Signature Date

2. Jefferson Behavioral Health System

Partner Agency

Signature June 18, 2001
Authorized Representative’s Signature Date

3.AARP Foundation Senior Community Service Employment Program

Partner Agency

Blanche M. Babela /s/ June 07, 2001
Authorized Representative’s Signature Date

4.Jefferson County Department of Job and Family Services

Partner Agency

Signature /s/ 10/19/ 2001
Authorized Representative’s Signature Date

5.Jefferson Metropolitan Housing Authority

Partner Agency

Joseph Costantini ? /s/ 6/11/ 2001
Authorized Representative’s Signature Date

6.Jefferson County CAC, Inc.

Partner Agency

Signature 10/30/01
Authorized Representative’s Signature Date

7.Jefferson Community College

Partner Agency

Signature June 20, 2001
Authorized Representative’s Signature Date

8.Jefferson County Joint Vocational School

Partner Agency

Dana Otis /s/ June 11, 2001
Authorized Representative’s Signature Date

9 Ohio Department of Job and Family Services

Partner Agency

Signature /s/ June 11, 2001
Authorized Representative’s Signature Date

XII Prosecuting Attorney Review and Approval

I have read and approve this Memorandum of Understanding.

Robert Quirk /s/ 11/27/2001
Belmont County Prosecuting Attorney’s Signature Date

Craig J. Allen /s/ 10/30/01
Jefferson County Prosecuting Attorney’s Signature Date

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Olexo Yes

**IN THE MATTER OF AUTHORIZING
THE SIGNING AND SUBMITTAL OF THE
DOMESTIC VIOLENCE GRANT APPLICATION/SHERIFF'S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing Commissioner Olexo to sign and submit the 2002 Belmont County Domestic Violence Grant Application for the period of April 1, 2002 through March 31, 2003 for the Belmont County Sheriff's Department.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

**IN THE MATTER OF 2002
RECYCLE, OHIO GRANT AGREEMENT**

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

2002 RECYCLE, OHIO! GRANT AGREEMENT

This Agreement is made and entered into by and between the Director of the Department of Natural Resources, through the Chief of the Division of Recycling and Litter Prevention, hereinafter referred to as the **Department**, and Belmont County, hereinafter referred to as the **Grantee**.

WITNESSETH THAT:

WHEREAS, the Grantee, as authorized under Ohio Revised Code (ORC) Section 1502.06(B) has applied to the Department for a grant to fund the implementation of a Recycle, Ohio! Grant as outlined in the **Grantee's** 2002 Recycle, Ohio! Grant Application and Attachment A of this Agreement; and,

WHEREAS, the **Grantee** has been authorized by its governing body to enter into Agreement with the **Department** to administer said grant; and,

WHEREAS, the **Grantee** has been certified by the Recycling and Litter Prevention Advisory Council and approved by the **Department** as an eligible applicant pursuant to ORC Sec. 1502.04(B) and,

WHEREAS, the **Department**, under provisions of ORC Sec. 1502.05 (A), may provide grants to applicants certified as eligible to implement recycling and/or litter prevention programs; and

WHEREAS, Recycle, Ohio! Grant funds in the amount of **\$56,600** have been encumbered by Commitment Document Number _____. Obligations of the State of Ohio are subject to the provisions of ORC Sec. 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

I. That the Department hereby awards to the Grantee a grant not to exceed **\$56,600** for the purpose of implementing a local recycling and/or litter prevention program with said activities being detailed in the Grantee's application and as modified in the Errata Sheet included as Attachment B, and with allowable costs as specified in the Approved Budget included as Attachment A, which are hereby made a part of this Agreement. Costs incurred by the Grantee for items not part of the approved budget, any unapproved revisions to the approved budget, or costs in excess of amounts specified in the approved budget shall not be reimbursed by the **Department**.

II. That the Grantee shall provide a match equal to 50 percent of the grant award for those 50 percent match activities awarded and specified by the **2002** Recycle, Ohio! Grant Application Handbook and provide a match equal to **0** percent of the grant award for those variable match activities awarded and specified by said Application Handbook.

III. That the Department shall pay to the Grantee form its original total grant award, a sum of money in the amount of eighty (80) percent of its total grant award, payable in two equal installments, to be used for program costs according to the Grantee's approved application. The remaining twenty (20) percent shall be held by the Department for reimbursement at the time of close-out, if necessary. All grant funds not expended or obligated by the termination date of this Agreement shall be returned to the Department within forty-five (45) days of notification of close-out by the Department. The Grantee shall provide funds to operate the program until the first payment is received and any time during the grant period that expenditures exceed the amount of funds advanced. Any payments authorized under this grant agreement may be withheld by the Department if the Grantee has any outstanding payments due to the Department from prior or current grant agreements. Upon payment of any outstanding payments, the Department shall comply with the terms of this grant agreement. The Department shall be responsible for notifying the **Grantee** of any outstanding payments.

IV. That the Grantee shall implement such a program and manage such grant funds according to the following **Standard Conditions** for Recycle, Ohio! Grants:

A. Use of Grant Funds

1. Grant funds shall be used only for the purposes and projects covered by the **Grantee's** approved program and budget.
2. Grant funds shall not, without prior written Department approval, be obligated after the termination date of the grant.
3. Grant funds shall not be used to supplant or to replace any existing funding for recycling and/or litter prevention projects.
4. Grant funds used for travel expense reimbursement will be subject to the limitations set forth by the Department.
5. Grant funded computer hardware, software, and software services shall not be used for purposes unrelated to grant activities.
6. General purposes for which the Grantee shall neither expend grant monies nor seek reimbursement include, but are not limited to, the following:
 - a. Paying individuals, crews or organizations to pick up litter (other than crew supervisors);
 - b. Purchase, lease, or servicing of dumpsters or other containers when not part of an approved activity;
 - c. Routine refuse and solid waste disposal, removal, processing or hauling;
 - d. Refuse Derived Fuel (RDF) projects of any kind;
 - e. Any collection, recycling, or processing of hazardous waste, yard waste, or Christmas trees;
 - f. Any collection, recycling, or processing of tires that are not collected as part of an approved Litter Collection activity;
 - g. Solid waste collection equipment not part of an approved P-A-Y-T project, street cleaning vehicles, and related equipment;
 - h. Landfill operation and maintenance;
 - i. Land acquisition;
 - j. Entertainment costs (banquets, parties, etc.) and alcoholic beverages;
 - k. Beautification projects (plantings, mowing, weeding, etc.)
 - l. Routine litter law enforcement surveillance activities, and costs to enforce laws/ordinances not regulating litter or littering and/or for enforcement officers without authority to enforce litter laws/ordinances as defined in ORC Chapter 1502;
 - m. Newspaper subscriptions and individual membership fees to organizations;
 - n. Personal clothing items other than promotional t-shirts under the line item 'Other' and approved safety supplies under the line item 'Supplies';
 - o. Clerical personnel other than those clerical expenditures approved under the 'Overhead' line item; and,
 - p. Interior recycling collection containers desk-side recycling containers or container liners for private facility ownership;
 - q. Laptop computers; and,
 - r. Costs otherwise excluded under ORC Chapter 1502 or the **2002** Recycle, Ohio! Grant Application Handbook and Grant Manager's Manual.

B. Grant Revisions

The Grantee shall obtain prior written Department approval for any significant revision of approved projects or revisions to the Approved Budget. Grant Revision Requests shall be prepared in a format determined by the Department. Costs incurred by the Grantee for items not part of the Approved Budget, and unapproved amendments to the Approved Budget, or costs in excess of amounts specified in the Approved Budget shall not be reimbursed.

C. Financial Management

1. The Grantee shall create a separate account for grant funds received through this Agreement and for cash donations received that qualify for the donor credit allowed by section 5733.064 of the Revised Code.
2. Monies generated from any grant-funded activity are not required to be deposited into the separate account. These monies shall be used to support recycling and/or

litter prevention projects described in 1502.03(A)(1), (2), and (3) of the Ohio Revised Code and may be used any time during or after the effective date of the grant award.

3. The Grantee shall establish fiscal control and accounting procedures which follow the procedures set forth in the **2002 Recycle, Ohio! Grant Manager's Manual** and which will assure proper disbursement of, and accounting for, all grant funds. This responsibility applies to all third party agreements and contracts. Accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Adequate controls must be established to assure that expenditures charged to grant projects are allowable and that documentation is readily available to verify the accuracy of these charges, including all purchase and charge receipts. The Grantee shall keep all appropriate records to provide and audit trail for all expenditures. Accounting records must be maintained for six years or be consistent with the local government records retention schedule, whichever is longer.

4. The Grantee shall abide by its local procurement regulations or standards for contract agreements provided that the standards set forth in this Agreement are followed. However, a written agreement is required between the Grantee and the service provider where personal services greater than \$1,000.00 will be paid for with grant funds. The written agreement must be fully executed before the provision of any service and a copy shall be retained in the Grantee's financial record for audit purposes.

5. The Grantee shall submit financial and program summaries in accordance with the procedure established by the Department. This statement shall be in a format and contain such information as determined by the Department and as outlined in the **2002 Recycle, Ohio! Grant Application Handbook** and/or **Grant Manager's Manual**.

6. The Grantee shall document all cash donations received for its recycling and/or litter prevention program as to the amount, name and address of the donor, and the date each donation was received. The Grantee shall use cash donations received for **tax credit purposes** pursuant to ORC Sec. 5733.064 for any purpose identified under Sec. 1502.03, and in a manner consistent with the same. Said donations may be used any time during or after the effective dates of the grant award.

D. Equipment Purchased with Grant Funds

1. The Grantee shall maintain records for each piece of equipment costing \$300 (three hundred dollars) or more and acquired through this grant. These records shall be in the format outlined in the **2002 Recycle, Ohio! Grant Manager's Manual** and shall be maintained for five years from the date the Grantee receives said equipment. Upon request, they shall be made available to the Department for inspection.

2. During the five year period from the date the Grantee receives any equipment costing greater than \$3,000 (three thousand dollars), the Grantee shall not convert said equipment to uses other than those originally approved by the Department, shall not transfer said equipment without cost, and shall not sell said equipment without written approval of the Department. If for any reason during said five year period the Grantee finds that such equipment is no longer needed for its originally approved use, the Grantee shall notify the Department in writing of such finding. With written approval of the Department, the Grantee may convert said equipment to a use other than that originally approved, transfer said equipment without cost or sell said equipment. For conversions or sales made during said five year period, the Grantee shall repay to the Department any funds granted by the Department for the originally approved purchase of said equipment. The Grantee shall repay these funds within forty-five days of the approved conversions or sale of said equipment according to the following schedule:

a. If such conversion, transfer or sale is made within one year of the date the Grantee received said equipment, the Grantee shall repay to the Department ninety percent (90%) of any expended funds granted by the Department for the originally approved purchase of said equipment.

b. If such conversion, transfer or sale is made during the second year after the date the Grantee received said equipment, the Grantee shall repay to the Department seventy percent (70%) of any expended funds granted by the Department for the originally approved purchase of said equipment.

c. If such conversion, transfer or sale is made during the third year after the date the Grantee received said equipment, the Grantee shall repay to the Department fifty percent (50%) of any expended funds granted by the Department for the originally approved purchase of said equipment.

d. If such conversion, transfer or sale is made during the fourth year after the date the Grantee received said equipment, the Grantee shall repay to the Department twenty-five percent (25%) of any expended funds granted by the Department for the originally approved purchase of said equipment.

e. If such conversion, transfer or sale is made during the fifth year after the date the Grantee received said equipment and the market value of said equipment is greater than \$1,000 (one thousand dollars) the Grantee shall develop a disposition plan and request

approval from the Department. If the market value of said equipment is less than \$1000, the Grantee may dispose of the equipment in a manner consistent with local regulations.

3. Following the fifth year after the date the Grantee received said equipment, the Grantee may dispose of said equipment in a manner consistent with local regulations and without the approval of the Department.

4. The Department reserves the right to make exceptions to the equipment disposition requirements and repayment methods set forth in section IV, subsection D (2-3) of this Agreement provided the terms of such exceptions are mutually agreed to in writing by both the Department and the Grantee.

E. Insurance

The Grantee shall maintain sufficient insurance on any property on which grant funds have been expended, to improve the property site and to help re-establish the physical plant of the operation in case of fire, theft or other destructive occurrence. Furthermore, the property shall be maintained in compliance with all directives given by health, safety or fire officials resulting from regular or special inspections by said agencies. The Grantee shall also maintain insurance in an amount sufficient to cover the replacement value of any grant-funded equipment.

F. Reporting

The Grantee shall monitor and report program performance for all grant-supported projects to assure that time schedules are met, projects are accomplished, funds are properly expended and other performance objectives are met. The Grantee shall submit reports as required to the office of the Grantee's District Coordinator as identified in the **2002** Recycle, Ohio! Grant Manager's Manual. These reports shall be in the formats determined by the Department and as outlined in the **2002** Recycle, Ohio! Grant Manager's Manual.

G. Advertising and Awareness Policies

The Grantee shall obtain written approval from the Department prior to the commitment and/or expenditure of any grant funds for the purchase of media time, advertising space, and/or publicly-available printed matter. For all communications the Grantee may issue concerning work performed under this agreement, the Grantee shall, at least two weeks prior to the printer or producer deadline, submit to the office of the Grantee's District Coordinator an Advertising Approval Request including the final advertising copy, script, or camera-ready art which shall include in the text a funding credit line as outlined in the **2002** Recycle, Ohio! Grant Manager's Manual, and shall have obtained written approval from the Department prior to the date of publication or broadcast.

H. Site Visits

The Department reserves the right to conduct site visits with the Grantee and any subcontractor as arranged between the respective parties. The visits will be conducted to review program progress, visually inspect activity performance, discuss any difficulties encountered in project implementation, receive any recommendations or requests for project changes, or to consider anything else mutually beneficial to program implementation.

V. That the Grantee shall not discriminate against any employee or applicant for employment based on race, color, religion, national origin, ancestry, age, sex, sexual orientation or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee will take affirmative action to ensure that applicants are employed, and that, during employment, employees are treated without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or any disability (as defined in the ADA). Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC Sec. 125.111 and the Drug Free Workplace Act.

VI. That the Grantee shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or disability as defined in ADA.

VII. That the Grantee shall cooperate with the State Equal Employment Opportunity Coordinator, with any other officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Grantee shall promptly comply with all requests and direction from the state of Ohio or any of its officials and agencies in this regard.

VIII. That upon the Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and the Grantee may be ineligible for further State Contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.

IX. That neither the Grantee nor its employees are public employees of the Department under federal and state law for tax, Workers' Compensation and retirement deduction purposes and that the Grantee has Workers' Compensation Coverage.

X. That the Grantee shall carry out and administer the Recycle, Ohio! Grant according to all applicable state and local laws, all terms of this Agreement, and as outlined in the **2002** Recycle, Ohio! Grant Application Handbook and/or Grant Manager's Manual.

XI. That the Department shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this grant. The Grantee shall keep said books and records in a common file to facilitate audits and inspections. All accounting records must be maintained for six years or be consistent with the local government records retention schedule, whichever is longer.

XII. Implementation of the approved Recycle, Ohio! Grant projects as outlined in the Grantee's **2002** Recycle, Ohio! Grant Application and this Agreement, for which grant funds have been provided under this Agreement, shall not commence until the Agreement is signed by all parties or January 1, 2002, whichever is later. The Department shall not be responsible for any cost incurred by the Grantee prior to the effective date of the Agreement.

XIII. That the Department reserves the right, at any time after execution of this Agreement, to terminate the grant in whole or in part upon written notification to the Grantee. In the event of such termination, the grantee will be paid for approved expenditures incurred and for any noncancelable obligations properly incurred prior to termination. All unspent funds and/or unallowed expenditures shall be returned to the Department within forty-five (45) days of such termination.

XIV. That the Grantee reserves the right, at any time after execution of this Agreement, terminate the grant, in whole or in part, upon written notification to the Department. In the event of such termination, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible. All unspent funds and/or unallowed expenditures shall be returned to the Department within forty-five (45) days of such termination.

XV. This Agreement shall terminate **December 31, 2002**.

IN WITNESS WHEREOF, this Agreement is effective upon execution by the Chief of the Division of Recycling and Litter Prevention.

Grantee: Belmont County
Federal Tax ID #: 34-6000236
Grant Award: \$56,600

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

GRANTEE SIGNATURE:
Signed: Ryan E. Olexo /s/
Title: Chairperson,

Date: November 28, 2001

OHIO DEPARTMENT OF NATURAL RESOURCES SIGNATURES:

Signed: _____
Michael Canfield, Chief
Division of Recycling and Litter Prevention

Date:

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

IN THE MATTER OF APPROVING
PAYMENT OF REQUISITION NO. 6
FOR THE STATE ROUTE 149 & 40 FORCE MAINS PROJECT/
SANITARY SEWER

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve payment of Requisition No. 6 for the State Routes 149 & 40 Force Mains Project, Contract No. 1-Neffs Force Mains, Contract No. 2-Neffs Sewage Lift Stations, for the Belmont County Sanitary Sewer District as follows:

| | |
|------------------------|-------------|
| Seneca Valley, Inc. | \$40,167.20 |
| 48035 Township Rd. 108 | |
| Caldwell, OH 43724 | |

James White Construction Co. \$30,256.60
4156 Freedom Way
Weirton, WV 26062

Vaughn, Coast & Vaughn \$ 6,920.70
154 S. Marietta St.
St. Clairsville, OH 43950

Upon roll call the vote was as follows:
Mr. Thomas Yes
Mr. Olexo Yes

IN THE MATTER OF APPROVING
CHANGE ORDERS FOR STATE ROUTES 149 & 40
FORCE MAINS PROJECT/SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the following Change Orders for the State Routes 149 & 40 Force Mains Project for the Belmont County Sanitary Sewer District.

Change Order No. 1 for Seneca Valley, Inc. in the amount of \$ 2,500.00
Change Order No. 2 for Seneca Valley, Inc. in the amount of \$12,025.60

Upon roll call the vote was as follows:
Mr. Thomas Yes
Mr. Olexo Yes

IN THE MATTER OF THE
VACATION OF CHURCH STREET
IN FATHERMAC SUBDIVISION/
COLERAIN TWP./RD IMP 1059
Public Road

Office of County Commissioners
Belmont County, Ohio

RESOLUTION - ORDER TO CLOSE ROAD
Sec. 5563.01 R.C.

Mr. Olexo moved the adoption of the following Resolution:
WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and
WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it
RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as order heretofore, made on journal of the date of November 14, 2001, and a copy of this resolution be forwarded to the Colerain Township Trustees.
Mr. Thomas seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mr. Olexo _____, Yes
Mr. Thomas _____, Yes

Adopted the 28th day of November, 2001.
Darlene Pempek /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

IN THE MATTER OF ACCEPTING
PROPOSAL FOR ELECTRICAL RENOVATIONS
IN THE TREASURER'S OFFICE

Motion made by Mr. Thomas, seconded by Mr. Olexo to accept the proposal from Davison Electric Co., Inc., Martins Ferry, Ohio in the amount of \$1200.00 for electrical renovations in the Treasurer's Office.

Upon roll call the vote was as follows:
Mr. Thomas Yes
Mr. Olexo Yes

IN THE MATTER OF AUTHORIZING
MORTGAGE DOWNPAYMENT ASSISTANCE PROGRAM
FOR PAMELA J. RUSSELL/CHIP

Motion made by Mr. Thomas, seconded by Mr. Olexo to authorize the Belmont County Community Housing Improvement Program's Downpayment Assistance Program in the amount of \$5,000.00 to Pamela J. Russell (Single) for a Mortgage Deed on property located at 54540 Colerain Pike, Martins Ferry, OH as recorded in Vol. 819 Pg. 878 of the Mortgage Records of Belmont County, Ohio.

Upon roll call the vote was as follows:
Mr. Probst Yes
Mr. Olexo Yes

IN THE MATTER OF DISCUSSION HELD

RE: NEFFS SEWAGE ISSUE

Commissioner Olexo and Commissioner Thomas thanked the residents of Neffs for inviting the Board to their community for this open meeting. They both also thanked those present for their attendance.

Roger Jackson, resident of the Village, stated the town has a major sewage problem with raw sewage running in the stream near all the homes in the town. This raw sewage also seeps through the ground and into residents' yards as well as the roadway. His question was if the Commissioners could tell them when or if they would ever be connected to the county sewage line. Commissioner Olexo stated, "You could tap into the county system, if you were close enough to this line. This line is unlike other lines, it is not gravity fed but is a force main. There must be a pump to generate vacuum pressure. There will be a pump at both the beginning and end of our system. There are planned expansions, our intention is to bring this service in upcoming places. Neffs may have a gravity station." Mr. Jackson questioned, "When will this happen? In my lifetime? Raw sewage is running through our town. We have put up with it for years." Mr. Don McFeely, also a resident of Neffs, stated, "We can't draw business in because of it. We love it here. We had a small store and this legion. We can't bring in, or start a new business because of the sewage issue. Can you give us an estimate when we may get sewage here?" Commissioner Thomas stated, "If you are asking for a projected date -there is none. Thousands of others in our county need it to. Commissioner Olexo and I came on board the first of the year. All we've heard for the past eleven months is when are we going to get sewage. I can't speak for past boards - we can only look forward. The town of Neffs has an advantage by having a line to the school. You may be able to tie in and be a phase II project. Proper equipment provided, the whole town may be sewerred. We are trying to do one or two projects at a time, from the western part of St. Clairsville to Morristown is one such project. We are not sewerred Morristown, they are doing it themselves." An unidentified resident stated, " We have been waiting since 1964. I was told in 1964 that in ten years the sewage lines would come through. Since 1974, we have been lied to." Mr. Jackson stated, "Don Myers did some sort of study and stated that Neffs had an aged population living on a fixed income, and there would be no county water." Commissioner Thomas said, "Are your two opinions, the town consensus? Will everyone in this town want to tap in? Are you willing to pay the tap in fee." Mr. McFeely stated, "It stinks, the raw sewage stinks. We have no room in our back yards to improve. My neighbor, all the neighbors, sewage is collecting under the ground and seeping out." Susan McFeely questioned, "Could the line now be modified if people are willing to pay?" Commissioner Olexo answered, "Exactly. The same as Morristown. Morristown has applied for federal and state funding and also for rural assistance. The point is they are doing all they can do to get it in. Under EPA regulations, if this line is within one hundred feet of your home, you are required to tap in within three years." Commissioner Thomas reassured the residents that the Commissioners are aware of the situation in their town. Mr. Jackson asked the Commissioners to think of the environmental issues pertaining to this matter. Commissioner Olexo stated, "You don't want it to come to that. Get a petition together and bring it to us." Mr. McFeely stated both he and his wife work during the day, thus they are unable to contact the Commissioners. Commissioner Thomas stated, "Call and leave a message and I will call you back in the evenings. Our job is working for seventy thousand residents, and may entail an evening phone call." Mr. McFeely said that everyone in attendance from the town of Neffs, were at the meeting to hear information on this sewage issue. Commissioner Olexo stated the Commissioners were aware of this problem prior to the evening meeting. He continued, "We expected this, we knew it was an issue. To give you an answer to your initial question, there are no definite plans." Residents requested and were given instruction on the proper way to handle gathering names on a petition. Commissioner Thomas stated, "It is important to know that the community as a whole wants this. If you are going to cross people's yards, are they going to be willing to let that happen?" Mary Kay Jackson stated, " The sewage is seeping up into the yards, roads, and running in the creek where our children play. The sewage brings in rats, and the rats are followed by snakes. At night when I walk home from work, the stench is so strong it makes me vomit. I called the EPA and was told if it is coming from private property they couldn't do anything. There are properties owned by unknown persons that are being rented out. We don't know who these people are or how to contact them." Commissioner Olexo asked that the resident give the Commissioners time to check out this situation, and they should utilize their post office for gathering signatures on their petition. Commissioner Olexo stated, "This petition will not be a binding contract, but just a notice of interest. Some people don't know there will be an ongoing bill." Ms. Jackson stated that sewage should be more important than anything else. Commissioner Olexo reminded those present that some residents in Belmont County do not have drinking water, "Our county is behind the times." Mr. McFeely stated, " We are in the middle of St. Clairsville and Bellaire. You would think that we would have been caught up in the updating. However, we continue to be ignored. I think I know why." Commissioner Thomas stated that there are other residents in the county who have also felt ignored by the Commissioners. He continued, "We are trying to be responsive to everyone's needs." In response to a question regarding the seemingly large amount of activity in Richland Township, Commissioner Thomas stated perhaps the trustees of that township pursue more funding. Mr. McFeely asked if the Pultney Township trustees could do more, to which Commissioner Thomas stated, "Everyone, including us could do more."

IN THE MATTER OF DISCUSSION HELD

RE: UPDATE ON WATERLINES

John Drewitt, resident of Shadyside asked the Commissioners for an update on the waterline expansions, asking, "Have they finished? Was our project first?" Commissioner Olexo stated, "We bid this project as one, but it is actually two. One being Rafter M and the other, Lashley Hill and Hawthorne Hill. I talked to the contractor today, the trunk line is run to Township Road 210, none of the taps are in. The contractor started on Meek Road today. Once this phase is completed, then they will start putting in the taps. Hopefully, both projects will be completed at the same time. We stipulate a time frame, not the procedure." Mr. Drewitt thanked the Board for choosing his area as one of the intended projects, "I'll let you know when it's done."

IN THE MATTER OF ADJOURNING

COMMISSIONERS MEETING AT 7:10 P.M.

Motion made by Mr. Thomas, seconded by Mr. Olexo to adjourn the meeting at 7:10 P.M.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Olexo | Yes |

Read, approved and signed this 30th day of December A.D., 2001.

_____ COUNTY COMMISSIONERS

Charles R. Probst, Jr., absent

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

