

St. Clairsville, Ohio

September 22, 2010

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board.

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

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

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
A-Comcast	Cable TV & Internet-EMA/General Fund	109.04
A-Warren Fire Equipment, Inc.	USAR Sustainment Costs-EMA/General Fund	664.25
B-Crossroads Counseling	July services/Indigent Drivers Alcohol Fund	1,894.22
C-Pure Water Finance	Water Dispenser/Indigent Guardianship Fund	79.95
N-Carr Concrete	Box Beams/Bridge & Retaining Wall Constr. Improv. Fund	2,112.45
N-Carr Concrete	Box Beams/Bridge & Retaining Wall Constr. Improv. Fund	2,112.45
N-ERB Electric	Move & set up phone system/Eastern Ct. New Construction Fund	4,545.38
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Constr. Improv. Fund	3,933.50
O-Ohio Dept. of Development	October Payment/Fox Commerce Loan Fund	3,286.87
P-EORWA	Sewage Disposal/BCSSD Funds	24,156.43
P-St. Clair Auto Parts, Inc.	Materials/BCSSD Funds	2,394.35
P-Sewer Bond Retirement Fund	Trans Out/SSD#2 Revenue Fund	66,204.36
P-South Central Power Co.	Services/SSD#2 Revenue Fund	6,681.83
P-Treasurer State of Ohio	Administrative Fee/BCSSD Funds	170.00
P-WW System #3	Purchased Water/WWS#2 Revenue Fund	39,169.87
S-AT&T	Telephone/Certificate of Title Admn. Fund	63.23
S-AT&T	August telephone/Port Authority	
S-Comcast	Internet/Clerk of Courts Computer Fund	160.00
S-Courtview Justice Solutions	Training/Northern Div. Ct. Computer Fund	350.00
S-Crystal Springs	Water/Western Ct. General Special Projects	31.52
S-Lexis-Nexis	ORC Upgrade/Western Ct. General Special Projects Fund	99.46
S-United States Postal Service	Postage/Northern Ct. General Special Projects Fund	5,000.00
S-Valley Ford Truck, Inc.	1 2010 Ford Passenger Van/In Home Care Levy-Comm on Aging	29,379.50
W-Delinquent Collectors of Ohio, Inc.	Contract Services/DRETAC Treasurer's Office	2,097.86
W-Judy Bruney	Reimburse travel expenses/Prosecutor's Victim Program	76.45
W-Reliable Office Supplies	Supplies/Prosecutor's Victim Program	184.45

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for September 22, 2010 as follow:

FUND	AMOUNT
A-GENERAL	\$5,832.68; \$49,818.24; \$11,921.77
A-GENERAL/AUDITOR	\$1,726.70
A-GENERAL/COMMON PLEAS	\$2,881.75;
A-GENERAL/JUVENILE COURT	\$140.41
A-GENERAL/MAGISTRATE	\$507.00
A-GENERAL/SHERIFF	\$6,281.30
A-GENERAL/911	\$37,799.10
B-Dog Kennel	\$847.61
E-911	\$3,079.35; \$9,478.32
H-Job & Family, CSEA	\$3,401.63; \$81,565.21
H-Job & Family, Public Assistance	\$7,235.90; \$755.00; \$51.95
H-Job & Family, WIA	\$45,424.46
K-Engineer MVGT	\$7,364.58; \$1,031.06
M-Juvenile Ct. – Placement Services	\$8,570.34
M-Juvenile Ct. – Placement II	\$4,300.00
M-Juvenile Ct. – Title IV-E Reimb.	\$761.29
P-Sanitary Sewer District	\$1,376.25; \$19,640.78; \$15,271.85; \$7,469.31; \$1,059.69
S-Common Pleas Ct. Gen. Special Projects	\$1,671.35
S-District Detention Home	\$3,262.92
S-Job & Family, Children Services	\$2,806.11; \$115,650.72
S-Juvenile Ct. Computer Fund	\$59.00
S-Juvenile Ct. General Special Projects	\$6,929.84
S-Oakview Juvenile Residential Center	\$1,884.65
S-Sheriff Commissary	\$2,584.08
S-Sheriff Reserve Account	\$1,020.66
S-Western Ct. – General Special Projects	\$1,641.85
S-Western Div. Ct. Ct. Computer	\$1,057.80

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
WITHIN GENERAL FUND

Motion made by Ms. Favede seconded by Mr. Probst to approve the following transfer within General Fund.

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stab	E-0011-A001-B09.003 Auditor's PERS	\$10,000.00

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND

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

FROM	TO	AMOUNT
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A16.000 Indigent Burials	\$ 4,500.00
E-0051-A001-A28.000 Other Expenses	E-0040-A002-G12.000 Bondsman	\$ 200.00
E-0051-A001-A28.000 Other Expenses	E-0055-A004-B15.000 Rentals	\$ 4,528.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BCDJFS WORKFORCE DEVELOPMENT FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the BCDJFS Workforce Development Fund.

FROM	TO	AMOUNT
E-2600-H005-H01.000 In-School-Youth	E-2600-H005-H04.000 Dislocated Worker	10,830.43
E-2600-H005-H01.000 In-School-Youth	E-2600-H005-H06.000 Rapid Response	18,770.38

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BCDJFS WORKFORCE DEVELOPMENT FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the BCDJFS Workforce Development Fund.

FROM	TO	AMOUNT
E-2600-H005-H03.000 Adult	E-2600-H005-H06.000 Rapid Response	\$ 1,606.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
WWS #3	WWS #3	
E-3702-P005-P17.002 Salaries	E-3702-P005-P21.000 Materials	\$ 25,000.00
E-3702-P005-P31.000 OE Employ	E-3702-P005-P23.011 Services	20,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P34.074 OE Trans Out	48,000.00
SSD#2	SSD#2	
E-3705-P005-P01.002 Salaries	E-3705-P053-P07.011 Services	20,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE OAKVIEW JUVENILE REHABILITATION FUND

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Oakview Juvenile Rehabilitation Fund.

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S71.000 Education/Rec	\$ 350.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER BETWEEN THE COMMON PLEAS COURT SPECIAL PROJECTS FUND AND THE GENERAL FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within the Common Pleas Court Special Projects Fund.

FROM	TO	AMOUNT
E-1572-S089-S06.002 Special Projects Salary	R-0040-A000-A47.574 Transfers In	\$ 25,000.00

**Note: For a portion of Amy Busic's salary.*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR THE WAIVED HOSPITALIZATION CHARGEBACKS FOR THE MONTHS OF JUNE, JULY & AUGUST, 2010

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds

for Waived Hospitalization for the months of June, July & August, 2010.

FROM		TO	
E-0256-A014-A09.006	GENERAL	R-9891-Y091-Y03.500	6,250.00
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	750.00
E-2226-T079-T01.002	WELCOME HOME	R-9891-Y091-Y03.500	0.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	111.65
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	224.64
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	113.23
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	86.35
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	19.39
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	7.24
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	187.50
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	562.50
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	187.50
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	0.00
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	187.50
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	375.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	4,416.66
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,000.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	750.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	0.00
E-2410-S066-S80.000	DEVELOPMENTAL DISAB.	R-9891-Y091-Y03.500	2,000.00
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	187.50
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1511-W080-P07.006	VICTIM ASSISTANCE	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF CTS	R-9891-Y091-Y03.500	62.50
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>187.50</u>
	TOTAL		17,666.66

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE Y88 DRUG TASK FORCE FUND

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 1, 2010.

BELMONT COUNTY DRUG TASK FORCE FUND

E-9888-Y088-Y05.000 Drawdown by Prosecutor's Office \$ 4,235.67

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Probst, seconded by Mr. Coffland granting permission for county employees to travel as follows:
PROBATE COURT – Janine Brothers to travel to Columbus, OH, on Sept. 27, 2010, to attend annual Court Investigator's Continuing Education Course. Estimated expenses: \$314.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 18, 2010.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF NOTICE OF AWARD,
CONTRACT AND NOTICE TO PROCEED FOR LASH PAVING, INC.,
VILLAGE OF BRIDGEPORT, PEASE AND PULTNEY TOWNSHIP
STREET IMPROVEMENTS PROJECT/CDBG**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize the President of the Board to execute the **Notice of Award, Contract and Notice to Proceed** for Lash Paving, Inc. for the Village of Bridgeport, Pease and Pultney Township Street Improvements Project, a CDBG Formula project, in the amount of \$116,199.50 based upon the recommendation of A.C. Wiethe, Assistant Director of Management Services, Belomar Regional Council.

NOTICE OF AWARD

To: Lash Paving Inc.
P.O. Box 296
Colerain, Ohio 43916

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work in the Village of Bridgeport, Pease and Pultney Township, Belmont County, Ohio

The OWNER has considered the BID submitted by you on September 15, 2010 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 116,199.50.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 22nd day of September, 2010.

Belmont County Commissioners
Owner
By: Ginny Favede /s/
Name: Ginny Favede
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ on this _____ day of _____, 20__.

By: _____
Name and Title: _____

cc: CONTRACTOR'S Surety
Surety's Agent

CONTRACT

THIS AGREEMENT made this 22nd day of September, 2010, by and between Lash Paving Inc. hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, materials, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Village of Bridgeport, Pease and Pultney Township Street Improvements Project², and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered 1, dated 9/10/10, and N/A dated _____ all as prepared by Belmont County Engineer & Street Engineering acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed One Hundred and Sixteen Thousand One Hundred Ninety Nine and 50/100***** (Dollars) subject to additions and deductions as provided in Section 109 hereof.

¹Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of _____; an individual trading as _____

²Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Two original copies on the day and year first above written.

CONTRACTOR : Lash Paving Inc.

OWNER: Belmont County Commissioners

Signature

Ginny Favede /s/
Signature

Typed/printed name

Ginny Favede
Typed/printed name

Title _____ President _____
Title Title

NOTICE TO PROCEED

To: Lash Paving Inc.
P.O. Box 296
Colerain, Ohio 43916

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work in the Village of Bridgeport, Pease and Pultney Township, Belmont County, Ohio
You are hereby notified to commence WORK in accordance with the Agreement dated September 22, 2010 on or before October 2, 2010. The date of completion of all WORK is October 31, 2010.

_____ Belmont County Commissioners
Owner
By: Ginny Favede /s/
Name: Ginny Favede
Title: President

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this _____ day of _____, 20____.
By: _____
Name: _____
Title: _____

Upon roll call the vote was as follows:

Mr. Coffland Yes
Mr. Probst Yes
Mrs. Favede Yes

IN THE MATTER OF APPROVING PURCHASE OF TWO (2) ½ TON PICK-UP TRUCKS/BCSSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the request of the Belmont County Sanitary Sewer District to purchase two (2) ½ ton pick-up trucks through the State of Ohio Cooperative Purchasing Contract (RS901310) to replace older vehicles currently in use; one trucks will be purchased with WWS #3 funds and one will be purchased with SSD #2 funds.

- 2010 F 150 Super Cab ME with trailer tow package-\$20,939.00
- 2010 F 150 Super Cab XIE with trailer tow package-\$21,150.00

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Probst Yes

Commissioner Coffland noted that local dealers were contacted and could not match state purchase pricing for these vehicles.

IN THE MATTER OF APPROVING PAYMENT OF INVOICE FOR DDP AND ASSOCIATES/NEW EASTERN DIVISION COURT BUILDING PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of the invoice in the amount of \$837.85 for Danny Popp, DDP and Associates, for project management services on the new Eastern Division Court Building Project for the period of 8/16/10 through 9/15/10.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Probst Yes

IN THE MATTER OF EXECUTING THE BUSINESS ASSOCIATE AGREEMENT BETWEEN THE SCHWENDEMAN AGENCY, INC. AND THE COMMISSIONERS

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize the President of the Board to execute the **Business Associate Agreement** between the Schwendeman Agency, Inc. and the Belmont County Commissioners to ensure compliance with Health Insurance Portability and Accountability Act (HIPAA) requirements.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made and entered into this 22nd day of September, 2010, by and between Schwendeman Agency, Inc. ("Business Associate") and Belmont County Commissioners ("Covered Entity").

WHEREAS, Title II of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires that Covered Entity and Business Associate enter into an Agreement complying with certain requirements of HIPAA, as described at 45 CFR § 164.504; and

WHEREAS, Covered Entity and Business Associate desire to ensure complete compliance with HIPAA as described in this Business Associate Agreement.

NOW THEREFORE, Covered Entity and Business Associate enter into the following Business Associate Agreement.

I. DEFINITIONS

a. Specific definitions.

- (i) **Data Aggregation.** With respect to PHI created or received by Business Associate in its capacity as a Business Associate of Covered Entity, the term "Data Aggregation" means the combining of such PHI by Business Associate with PHI received by Business Associate in its capacity as business associate of another entity to permit data analyses that relate to the health care operations of the respective entities.
- (ii) **Designated Record Set.** The term "Designated Record Set" means a group of records maintained by or for the Covered Entity that is:
 - (A) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (B) Used by or for the Covered Entity to make decisions about Individuals.For purposes of this paragraph, the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disclosed by or for the Covered Entity.
- (iii) **Individual.** The term "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (iv) **Privacy Rule.** The term "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as from time to time amended.
- (v) **Protected Health Information.** The term "Protected Health Information" ("PHI") shall mean individually identifiable health information maintained and transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials which are created or received by a health

care provider, school, health plan, employer, or health care clearinghouse, and relate to: (A) the past, present, or future physical or mental health or condition of an Individual; (B) the provision of health care to an Individual; or (C) the past, present, or future payment for the provision of health care to an Individual, and that identifies or could reasonably be used to identify an Individual. PHI does not include: (1) health information that has been de-identified in accordance with the standards for de-identification contained in the Privacy Rule, or (2) employment records.

- (vi) Required By Law. The term "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.103.
- (vii) Secretary. The term "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Business Associate acknowledges that in providing services to Covered Entity, it will create, receive, use or disclose PHI.
- b. Business Associate agrees that it will not use or disclose PHI except as permitted or required by this Agreement, or as Required By Law.
- c. Business Associate agrees that it will use appropriate safeguards to prevent use or disclosure of PHI other than as provided in this Agreement.
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effects known to it which are caused by a use or disclosure of PHI by it or by one of its agents or subcontractors in violation of the requirements of this Agreement.
- e. Business Associate agrees that it will report to Covered Entity any use or disclosure of PHI not allowed by this Agreement if it becomes aware of the use or disclosure.
- f. Business Associate agrees that it will ensure that any agent or subcontractor to whom it provides PHI pertaining to Covered Entity agrees to the same restrictions and conditions that this Agreement imposes on Business Associate.
- g. Business Associate agrees to provide an appropriate Individual with access to PHI in a Designated Record Set in the manner required of Covered Entity pursuant to the requirements of 45 CFR §164.524.
- h. Business Associate agrees to allow an appropriate Individual to make amendment(s) to PHI in a Designated Record Set in the manner required of Covered Entity pursuant to the requirements of 45 CFR §164.526.
- i. Business Associate agrees to make its internal practices, books, and records (including PHI pertaining to Covered Entity) available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.
- j. Business Associate agrees to document disclosures of PHI and information related to these disclosures so it or Covered Entity may respond to requests by Individuals for an accounting of disclosures of PHI pursuant to the requirements of 45 CFR §164.528.
- k. Business Associate agrees to provide PHI in the possession or control of Business Associate to appropriate Individuals in order to respond to requests for an accounting of disclosures of PHI pursuant to the requirements of 45 CFR §164.528.
- l. Business Associate's responses to requests for action with respect to PHI described in this Section II shall be completed in a manner which complies with the timeliness requirements contained in the Privacy Rules.
- m. Business Associate agrees (check the applicable box):
 - To notify Covered Entity if there is a breach of unsecure PHI pursuant to the requirements of 45 CFR § § 164.410.
 - To notify Covered Entity and affected Individuals if there is a breach of unsecure PHI pursuant to the requirements of 45 CFR § § 164.404 and 164.410.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI pertaining to Covered Entity for the purposes set forth in the parties' service agreement, if the use or disclosure would not violate the Privacy Rule if done by Covered Entity or violate the minimum necessary policies and procedures of Covered Entity.
- b. Specific Use and Disclosure Provisions:
 - (i) Except as otherwise limited in this Agreement, Business Associate may use PHI for its own proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required By Law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (ii) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).
 - (iii) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

IV. OBLIGATIONS OF THE COVERED ENTITY

- a. To Inform Business Associate. Covered Entity will inform Business Associate of its privacy practices and any agreed restrictions on PHI as follows:
 - (i) Covered Entity shall advise Business Associate of any limitations in the notice of privacy practices that Covered Entity produces in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (ii) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes affect Business Associate's use or disclosure of PHI.
 - (iii) Covered Entity shall notify Business Associate of any restrictions on use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect Business Associate's use or disclosure of PHI.
- b. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity, except that Business Associate may in its discretion use or disclose PHI for Data Aggregation and/or management and administrative activities of Business Associate.

V. COMPLIANCE WITH HIPAA SECURITY REGULATIONS

- a. Business Associate shall:
 - (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI it creates, receives, maintains or transmits on behalf of Covered Entity as required to comply with HIPAA Security Regulations at 45 CFR Parts 160, 162 and 164.
 - (ii) Ensure that any agents, including but not limited to contractors and subcontractors, to which Business Associate provides PHI pertaining to Covered Entity, agree to implement reasonable and appropriate safeguards to protect it.
 - (iii) Have a system in place to report to Covered Entity any security incident of which Business Associate becomes aware. "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

VI. STANDARDS FOR ELECTRONIC TRANSACTIONS

- a. In connection with Standard Transactions, as defined in HIPAA, Business Associate will:
 - (i) Comply with all applicable provisions of the HIPAA Standard for Electronic Transactions Rule on or before the compliance date (the "Transactions Compliance Deadline") when exchanging information in covered electronic transactions. Business Associate will comply with any future required transactions or code set standards adopted by HHS on or before the required compliance date.
"Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning Standard Transactions and Code Sets under HIPAA Rules, 45 CFR Parts 160 and 162, as may thereafter be amended. "Transactions" means the types of information exchange between two parties to carry out financial or administrative activities related to health care as defined in the Standards for Electronic Transactions Rule.

- (ii) Ensure that any agents, including but not limited to contractors and subcontractors, that assist Business Associate in conducting Standard Transactions on behalf of Covered Entity, agree in writing to comply with the Standards for Electronic Transactions Rule.
- (iii) Not change the definition, data condition, or use of any data element or segment.
- (iv) Not add any data elements or segments to the maximum defined data set in a Standard Transaction.
- (v) Not use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s).
- (vi) Not change the meaning or intent of the standard's implementation specification(s).

VII. TERM AND TERMINATION

- a. Term. This Agreement shall be effective as of the date stated above and shall terminate when all PHI pertaining to Covered Entity which Business Associate maintains is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, protections are extended to such information in accordance with the Termination provisions in this Section.
- b. Termination for Cause. If Covered Entity or Business Associate learns of a material breach by the other party, it shall: (1) provide a reasonable opportunity for the party to cure the breach or end the violation, or if the party does not cure the breach or end the violation within the time specified by the non-breaching party; (2) immediately terminate this Agreement and any underlying service agreement upon written notice to the breaching party that it has breached a material term of this Agreement and there is no cure. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.
- c. Effect of Termination:
 - (i) Except as provided in paragraph (c)(ii) of this Section VII, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI relating to Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of this PHI.
 - (ii) In the event that Business Associate reasonably determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Business Associate's reasonable determination that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make the return or destruction not feasible, for as long as Business Associate maintains the PHI.

VIII. MISCELLANEOUS

- a. Regulatory References. Reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as may be necessary to amend this Agreement from time to time for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and other requirements of HIPAA.
- c. Survival. The respective rights and obligations of Business Associate under Sections VII(c)(i) and (ii) of this Agreement shall survive termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity or Business Associate to comply with the Privacy Rule and other requirements of HIPAA. This Agreement shall be interpreted without regard to the rule that a document is to be construed against the party which drafts it.
- e. Complete Integration. This Agreement forms the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written, unless expressly incorporated herein. Further, this Agreement may not be modified except in a writing signed by the duly authorized representatives of both parties. If any provision or part of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.
- f. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the successors and assigns of Covered Entity and Business Associate. However, this Agreement is not assignable by either party without the prior written consent of the other party, except that Business Associate may assign or transfer this Agreement to any entity owned or under common control with Business Associate. Written consent will not be unreasonably withheld.
- g. Not a Fiduciary or Plan Administrator. Business Associate shall not be considered a fiduciary or plan administrator of any of Covered Entity's employee benefit plans.
- h. No Third Party Beneficiaries. This Agreement is entered into for the benefit of Covered Entity and Business Associate. There are no third party beneficiaries to this Agreement. Business Associate's obligations are to Covered Entity only.
- i. Confidentiality. Except as otherwise provided in the Privacy Rule or this Agreement, neither party will disclose the terms of this Agreement to any third party without the other party's written consent.
- j. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed an original.
- k. Indemnification and Hold Harmless. Business Associate agrees to indemnify Covered Entity and hold it harmless from any and all liabilities or damages, including penalties, costs or attorneys' fees, resulting directly or indirectly from Business Associate's breach of the terms of this Agreement, or resulting directly or indirectly from any breach of the HIPAA Rules by one of Business Associate's employees, agents or contractors. Covered Entity agrees to indemnify Business Associate and hold it harmless from any and all liabilities or damages, including penalties, costs or attorneys' fees, resulting directly or indirectly from Covered Entity's breach of the terms of this Agreement, or resulting directly or indirectly from any breach of the HIPAA Rules by one of Covered Entity's employees, agents or contractors.

IX. ACKNOWLEDGEMENT AND SIGNATURES

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

Business Associate	Covered Entity
By: _____	By: <u>Ginny Favede /s/</u>
Title: _____	President, Belmont County
	Title: <u>Board of Commissioners</u>
Date: _____	Date: <u>9/22/10</u>

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ENTERING INTO CONTRACT WITH KALKREUTH ROOFING AND SHEET METAL, INC./BCDJFS 310 FOX SHANNON BUILDING ROOF REPLACEMENT PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with Kalkreuth Roofing and Sheet Metal, Inc. in the amount of \$ 91,500.00 for the Belmont County Department of Job and Family Services 310 Fox Shannon building roof replacement project, based upon the recommendation of Jack Regis, Belmont County Facilities Manager.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

NOTE: THE ABOVE MOTION WAS MADE WITH THE INCORRECT AMOUNT. MOTION WAS RESCINDED AND CORRECTED WHEN THE BOARD RECONVENED ON SEPTEMBER 23, 2010-SEE BELOW

IN THE MATTER OF ENTERING INTO AUCTION SALE AGREEMENT WITH DAVID JONES CAI AUCTIONEER TO CONDUCT THE ANNUAL BELMONT COUNTY AUCTION

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the Auction Sale Agreement with David Jones, CAI, Box 467, Flushing, OH, to conduct the annual Belmont County Auction to be held Saturday, September 25, 2010. The following fees and expenses will be charged by the Auctioneer:

Professional Fees: Personal Property 15%
Vehicles 7%

Promotional Expenses: Newspaper Ads approx. \$500

Note: The auction will be held at 9:00 a.m. at the pole barn located behind the Sheriff's Department and 310 Fox Shannon Place.

Auction Sale Agreement

Date: Sept. 21, 2010

1. I hereby grant unto David Jones the exclusive right and authority to sell the personal property of Belmont County described on the auction inventory or auction advertising at public auction. Located at County – Bel State Oh
2. Auction will be held on Sept. 25, 2010 at 10:00 a.m.
3. I have the full power and authority to sell the personal property and that the said property is free and clear of all liens and encumbrances. Except as follows: NONE
4. I agree to pay David Jones Auctioneer a commission of 15 percent of the gross proceeds of personal property, 7 percent of vehicle .
5. I the seller agree to pay for all paper ads. Approx. price of 500.00 and the following other expenses Porta-Jon .
6. The terms and conditions are Cash or a good check day of auction. Collection of bad checks, debts and collection of unpaid money will be the responsibility of David Jones Auctioneer in cooperation of the seller.
7. The auctioneer's policy will not accept absentee bids.
8. All proceeds will be deposited in David Jones escrow account. Settlement will occur within 15 days of the date of the auction unless advised otherwise. Check to Bel Cty.
9. Any unsold items will be the responsibility of the seller. The auctioneer will dispose of [Unsold items at our auction center]
10. Auction shall be a reserve auction as defined in ORC 4707.01
11. I AGREE NOT TO SELL OR REMOVE ANY ITEMS FROM THE PREMISES AFTER THE DATE OF THIS CONTRACT EVEN THOUGH THEY MAY NOT BE ON ANY ADVERTISEMENT
12. The seller agrees to indemnify and save harmless David Jones and his employees, against any and all claims, demands, action or causes of action whatsoever in any manner arising by the execution of this contract.
13. It is mutually agreed that this contract shall be binding upon the undersigned and the separate heirs, administrators, executors, assigns and successors in interest of the undersigned.
14. The auctioneer may hire other auctioneers to assist him in any auctions he may conduct.
15. The undersigned auctioneer is licensed by the Ohio Department of Agriculture and bonded by the state of Ohio under the auction recovery fund.
16. In witness whereof the parties have hereunto executed this contract in duplicate on the date set forth above.
17. I have read the above contract and agree to the conditions thereof. I hereby acknowledge receipt of a copy of this agreement.

By: Ginny Favede /s/ Address 101 W. Main Street Ph. 740-699-2155

By: Matt Coffland /s/ St. Clairsville, OH 43950 Ph. _____

By: Charles R. Probst, Jr., /s/

Auctioneer: David Jones, CAI /s/

Attorney: _____

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

OPEN PUBLIC FORUM - Sharon McCutcheon of Graham Road brought to the attention of the board a littering problem on Willow Grove Road. She said she had been trying to clean it up herself, but the amount has greatly increased. She suggested placing chained containers in the area and possibly getting students involved in the clean up. Mrs. Favede stated the county did not have the manpower for this, but suggested contacting John Rowan, Director of the Oakview Juvenile Residential Center, to see if he could have the boys there to clean up the area. Mrs. Favede said the Solid Waste Authority which is a joint county board is in the process of creating a new operations plan to have someone in charge of litter. Mrs. McCutcheon suggested placing signs up. Mrs. Favede said the Richland Township Trustees would have to do that. Mr. Coffland advised that when receptacles had been placed out in the past, household garbage ended up in them. Mr. Probst noted the new Jail Administrator is in the process of getting a group of trustees together and possibly they could work on this after they get established. Mr. Rowan will be contacted and the board will ask the Sheriff to increase patrols in the area.

Mrs. Favede advised the Issue II meeting will be held September 29, 2010, at 2:30 p.m. The Neffs funding will be addressed and residents are welcome and encouraged to attend. This meeting will determine which projects get funded.

Note: Commissioner Coffland stepped out of the meeting.
Mr. Probst explained the Belmont County Sanitary Sewer District has applied for a grant in the amount of \$400,000.00 and a loan of \$631,192.00. The total project cost is \$2,214,300.00. Other funding sources have been applied for to help cover the cost of the project. Mrs. Favede gave the breakdown of what the board has applied for thus far: An ARC grant in the amount of \$200,000.00. A CDBG Water & Sewer Grant in the amount of \$500,000.00. A federal earmark EPA STAG Grant in the amount of \$400,000.00 has been received. The county has put up \$600,000.00. An OPWC loan has been applied for in the amount of \$631,192.00. A monthly cost to residents of \$43.85 is estimated, if all funding is received. The goal is to keep the cost affordable.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:30 A.M.

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session with Dwayne Pielech, Director and Lori O'Grady, HR Manager, Belmont County Department of Job and Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

A BREAK FROM EXECUTIVE SESSION WAS TAKEN AT 11:32 A.M. (Note: Mrs. Favede left the meeting at this time.)

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:45 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn executive session with Dwayne Pielech, Director and Lori O'Grady, HR Manager, Belmont County Department of Job and Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Absent

NO ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 2
FOR THE SARGUS JUVENILE CENTER SHOWER/PLUMBING
RENOVATION PROJECT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve Change Order No. 2 for the Sargus Juvenile Shower/Plumbing renovation project as follows, based upon the recommendation of Marshall Piccin, Project Engineer:

Boys Wing-Repairs to Cast Iron Sanitary and Copper Water Lines
Cost to be on time and material basis not to exceed \$4,194.00.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Absent

BREAK 12:48 P.M.

RECONVENED SEPTEMBER 23, 2010.

PRESENT: COMMISSIONERS GINNY FAVEDE, MATT COFFLAND AND CHARLES R. PROBST, JR.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 8:40 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Dwayne Pielech, Director and Lori O'Grady, HR Manager, Belmont County Department of Job and Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:02 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session with Dwayne Pielech, Director and Lori O'Grady, HR Manager, Belmont County Department of Job and Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN.

**IN THE MATTER OF RESCINDING AND CORRECTING
MOTION TO ENTER INTO CONTRACT WITH KALKREUTH ROOFING
AND SHEET METAL, INC./310 FOX SHANNON ROOF REPLACEMENT PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to RESCIND the previous motion to enter into contract with Kalkreuth Roofing and Sheet Metal, Inc., in the amount of of\$91,500.00 for the Belmont County Department of Job and Family Services, 310 Fox Shannon building roof replacement project; contract amount should be \$74,350.00.

---CONTRACT---

Kalkreuth Roofing and Sheet Metal, Inc.

41 – 40th Street

P.O. Drawer 6399

Wheeling, WV 26003

304-232-8540/fax: 304-233-5305

This Agreement made this 24th day of September, 2010, between Kalkreuth Roofing and Sheet Metal, Inc. (Contractor) and Belmont County Board of Commissioners, 101 West Main St., St. Clairsville, OH 43950 for the roof replacement project at the Department of Job and Family Services building located at 310 Fox Shannon Place as outlined below for the sum of:

Seventy Four Thousand Three Hundred Fifty Dollars (\$74,350.00)

To supply and install new metal fascia, gutter and downspouts: add: \$17,150.00

If a valid State of Ohio tax-exempt certificate is provided deduct: \$ 800.00

Payment to be made as follows: Net 30 days.

All materials are guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices. Any alteration or deviation from specifications below involving additional costs will be executed only upon written orders from the Owners' representative and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Ohio and West Virginia Workers' Compensation Insurance.

Scope of Work 1. Roof replacement on one (1) building (totaling approximately 15,200 SF) located at 301 Fox Shannon Place.

All work will be performed per the Invitation for Bids, Roof Replacement Scope of Work and other documents provided by the Owner prior to bid.

- Replacement of deteriorated wood decking will be provided at an additional cost of \$4.00 per square foot upon direction from the Owner's representative.

General Conditions

1. Temporary facilities and utilities (i.e. electric, water) by others.
2. Our price is based on performing the work during normal working hours, Monday thru Friday. Overtime or shift work is excluded.
3. Our price excludes any work at the interior, wood blocking, framing, sheathing, decking or demolition not specifically mentioned above.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: 9/22/10 **Belmont County Board of Commissioners**
Charles R. Probst, Jr. /s/ Matt Coffland /s/ Ginny Favede /s/
Authorized Signature and Title
Kalkreuth Roofing & Sheet Metal, Inc.

Date of Acceptance: _____

Signature – Kalkreuth Roofing & Sheet Metal, Inc. Representative

APPROVED AS TO FORM:
David K. Liberati /s/
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

Note: Commissioner Favede left the meeting at 10:05 a.m. in order to attend Planning Commission Meeting.

BREAK

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:59 A.M.

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 10:59 a.m.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Absent

Read, approved and signed this 29th day of September, 2010.

COUNTY COMMISSIONERS

We, Ginny Favede and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

PRESIDENT

CLERK