

St. Clairsville, Ohio

February 23, 2022

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, J. P. Dutton and Jerry Echemann, Commissioners and Bonnie Zuzak, 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 HONORING SHERIFF FRED ABDALLA

Mr. Meyer said the board wanted to honor the passing of Sheriff Abdalla who gave many years of service to Jefferson County. Sheriff Abdalla took office in 1985 and was the longest active serving sheriff in the State of Ohio. Mr. Meyer said Sheriff Abdalla was a very good man and the board appreciates his years of service. Mr. Echemann said he knew the sheriff through the media and he was very accommodating to the media. Mr. Echemann added he worked hard as the sheriff and had a big heart for children.

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

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

IN THE TOTAL AMOUNT OF \$250,655.16

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0057-A006-F03.012 Equipment	E-0057-A006-F01.002 Salaries Employees	\$52,000.00
E-0057-A006-F03.012 Equipment	E-0057-A006-F05.003 PERS	\$7,300.00

M78 TITLE IV-EREIMBURSEMENT (RANDOM MOMENTS)/JUVENILE COURT

FROM	TO	AMOUNT
E-0400-M078-M01.002 Salaries	E-0400-M078-M05.000 Other Expenses	\$44,000.00

S70 BELMONT COUNTY SENIOR PROGRAMS

FROM	TO	AMOUNT
E-5005-S070-S05.011 Contract Services	E-5005-S070-S24.000 Capital	\$2,533.75
E-5005-S070-S10.000 Facilities	E-5005-S070-S24.000 Capital	\$1,891.66
E-5005-S070-S16.000 Food	E-5005-S070-S24.000 Capital	\$39,903.09
E-5005-S070-S18.000 Maint Equip	E-5005-S070-S24.000 Capital	\$4,844.96
E-5005-S070-S19.000 Vehicles	E-5005-S070-S24.000 Capital	\$34,155.35
E-5005-S070-S20.000 Office Supplies	E-5005-S070-S24.000 Capital	\$56.98

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the following transfers between funds as follows:

Y04 GASOLINE TAX AND K00 M.V.G.T. FUND/ENGINEER

FROM	TO	AMOUNT
E-9803-Y004-Y01.000 Gas Tax	R-2810-K000-K17.574 Transfers In	\$3,400,000.00

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENTS/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$72,225.00

P05 WATER WORKS FUND AND O62 USDA WATER BOND PAYMENT/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9262-O062-O08.574 Transfers In	\$125,000.00

P05 WATER WORKS FUND AND O63 USDA WATER BOND RESERVE FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9263-O063-O06.574 Transfers In	\$12,350.00

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Meyer, seconded by Mr. Dutton 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 February 23, 2022:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

<u>A00 General Fund</u>		
E-0057-A006-F03.012	Equipment	\$101,570.30
<u>S70 Belmont County Senior Programs</u>		
E-5005-S070-S19.000	Vehicles	\$34,155.35

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the February 23, 2022, meeting:

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas Commrs	\$46,305.24
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E-0057-A006-F06.011	Veterinary Services	\$3,184.30
<u>S12 PORT AUTHORITY</u>		
E-9799-S012-S07.000	Professional Services	\$19.79

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to request the Belmont County Budget Commission certify the following monies.

2021 CLOSED PO'S-

A00 General Fund

PO# 522501 E-0057-A006-F03.12 Equipment \$101,570.30

GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$3,184.30 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 02-15-2022 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of January 2022 New Horizon Animal Hospital vet bills*)

OIL & GAS RECEIPTS JANUARY and FEBRUARY/GENERAL FUND-\$46,305.24 deposited into R-0050-A000-A02.500 on dates below-

01/27/2022	\$133.31
01/27/2022	\$584.99
01/28/2022	\$12,275.92
01/28/2022	\$553.17
02/02/2022	\$8,531.20
02/07/2022	\$1,739.26
02/07/2022	\$3,448.87
02/07/2022	\$16,132.05
02/09/2022	\$258.61
02/09/2022	\$524.70
02/09/2022	\$844.66
02/09/2022	\$207.62
02/11/2022	\$1,070.88
TOTAL	\$46,305.24

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated February 23, 2022, presented by the County Auditor pursuant to O.R.C. 5705.41(d)1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows:

COMMISSIONERS-Jerry Echemann to New Martinsville, WV, on February 24, 2022, to attend the BELOMAR Regional Council Associate Board meeting. A county vehicle will be used for travel.

SSOBC-Dorothy Burkhart to Wheeling, WV, on March 4, 2022, for a senior outing to Abbey's Restaurant. Maxine Jurovcik to Cadiz, OH, on March 10, 2022, for a senior outing to Puskarich Library and Coal Museum. Kay Driscoll to New Philadelphia, OH, on March 15, 2022, for a senior outing to Shoney's Restaurant and on to Amish Country in Sugarcreek, OH. Tish Kinney to Moundsville, WV, on March 18, 2022, for a senior outing to Moundsville Shopping Plaza and Prima Marina Restaurant. County vehicles will be used for travel.

RECORDER-Jason Garczyk to Dublin, OH, on April 18-19, 2022, to attend the Ohio Recorders' Association Spring Continuing Education Conference. Estimated expenses: \$129.00. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 16, 2022.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF HIRING SARA CAMPBELL AS CORRECTIONAL FACILITY CLINICAL CARE COORDINATOR/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hiring of Sara Campbell as the Correctional Facility Clinical Care Coordinator at the Belmont County Jail at pay grade 13, step 1, effective February 28, 2022.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Meyer thanked Lisa Ward from the Mental Health and Recovery Board for her help on this hiring. The board is getting the Clinical Care Coordinator in to help with the mental health issues at the jail and they are working on some other things to address the issue. They also appreciate the nursing staff and Medical Director Dr. Cholak for their work.

**IN THE MATTER OF THE VACATION OF
A PORTION OF VIEW STREET
PULTNEY TWP. SEC. 7, T-6, R-3/RD IMP 1183**

Office of County Commissioners

Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 23rd day of February, 2022, at the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Dutton
Mr. Echemann

RESOLUTION – ORDER TO CLOSE ROAD

Sec. 5553.10 O.R.C.

Mr. Meyer 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 ordered heretofore, made on journal of the date of February 9, 2022, and a copy of this resolution be forwarded to the Pultney Township Trustees.

Mr. Dutton seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mr. Meyer Yes
Mr. Dutton Yes
Mr. Echemann Yes

Adopted the 23rd day of February, 2022.

Bonnie Zuzak /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

1. “locating,””establishing,””altering,””widening,””straightening,””vacating” or “changing the direction of.”

**IN THE MATTER OF AMENDING MOTION OF FEBRUARY 16, 2022,
APPROVING MEMORANDUM OF UNDERSTANDING ACKNOWLEDGING
A SPECIAL ONE-TIME, NON-PRECEDENT SETTING PAYMENT OF HALF (1/2)
TIME FOR HOURS WORKED ON FRIDAY, FEBRUARY 4, 2022 TO INCLUDE
WATER PLANT OPERATORS AND COLLECTION SYSTEM SUPERVISOR**

Motion made by Mr. Meyer, seconded by Mr. Dutton to amend the motion of February 16, 2022, approving the Memorandum of Understanding acknowledging a special one-time, non-precedent setting payment of half (1/2) time for hours actually worked on Friday, February 4, 2022 for Utility Workers Union of America Belmont County Sanitary Sewer District to include Water Plant Operators and Collection System Supervisor.

**RESOLUTION
ACKNOWLEDGING A NON-PRECEDENT SETTING
SPECIAL ONE-TIME PAYMENT
FOR ESSENTIAL BARGAINING UNIT EMPLOYEES**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the following:

WHEREAS, essential bargaining unit employees in the classifications of Mechanic/Distribution Maintenance I, Mechanic/Distribution Maintenance, Utility Worker, Crew Leader, Collection System Supervisor, and Water Plant Operators in the Utility Workers Union of America, and Maintenance employees in the American Federation of State, County and Municipal Employees (Building & Grounds) who worked on February 4, 2022 shall receive a special one-time, non-precedent setting payment of half (1/2) time for hours actually worked.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the essential bargaining unit employees in the classifications mentioned above who actually worked on February 4, 2022, shall receive half (1/2) time for hours worked on that date.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 23rd day of February, 2022.

Upon roll call the vote was as follows:

Mr. Meyer Yes
Mr. Dutton Yes
Mr. Echemann Yes

**IN THE MATTER OF APPROVING THE VENDOR AGREEMENT BETWEEN
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
52645 NATIONAL ROAD LLC (DBA HILLTOP SUNOCO)**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Vendor Agreement between the Belmont County Department of Job and Family Services and 52645 National Road LLC (DBA Hilltop Sunoco) for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside of the local area, in the amount of \$5,000.00, effective February 23, 2022 through June 30, 2022.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide gasoline is made and entered into this 23rd day of February 2022 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and 52645 National Road LLC (DBA Hilltop Sunoco), a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from February 23, 2022 through June 30, 2022 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or

termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.

- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider actual cost per gallon Unit for Transportation.

The maximum amount billable under this agreement is \$5,000.00.

The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 23rd day of February 2022.

Jeffery L. Felton /s/ _____ 2/15/2022
Date

Jeffery L. Felton, Director
Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950

H. B. Donda /s/ _____ 2/14/2022
Date

Himmatbhai B. Donda
52645 National Road LLC
52645 National Road
St. Clairsville OH 43950

J. P. Dutton /s/ _____ 2/23/22
Date

J. P. Dutton, Belmont County Commissioner

Jerry Echemann /s/ _____ 2-23-22
Date

Jerry Echemann, Belmont County Commissioner

Josh Meyer /s/ _____ 2/23/22
Date

Josh Meyer, Belmont County Commissioner

Approved as to form

David K. Liberati /s/ Assist. P.A. _____ 2-16-22
Date

Prosecutor

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

**IN THE MATTER OF ENTERING INTO AGREEMENT BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE JEFFERSON BELMONT
REGIONAL SOLID WASTE AUTHORITY AND SHERIFF OF BELMONT COUNTY**

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into agreement by and between the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority (JBRSWA) and the Sheriff of Belmont County, Ohio, effective February 23, 2022 through December 31, 2022, for the purpose of providing environmental policing services for JBRSWA.

Note: The JBRSWA will compensate the county \$60,000.00, prorated based on the number of months in the contract year divided by twelve months for services.

**JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY
2022 AGREEMENT WITH
BELMONT COUNTY SHERIFF'S OFFICE**

This agreement is made as of this ^{23RD} day of **February, 2022**, by and between the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority (the "Board" or "JBRSWA"), and the Sheriff of Belmont County, Ohio (the "Sheriff").

WHEREAS, the Board is a regional solid waste authority established and maintained pursuant to Section 343.011 of the Ohio Revised Code for the purpose of providing for, or causing to be provided for, the safe and sanitary management of solid wastes within all of the incorporated and unincorporated territory of Jefferson County and Belmont County, pursuant to Chapter 343 and Sections 3734.52 to 3734.575 of the Ohio Revised Code; and

WHEREAS, pursuant to Section 343.011 of the Ohio Revised Code, the Board may make contracts in the exercise of the rights, powers, and duties conferred upon the regional authority, and do all acts necessary or proper to carry out the duties and responsibilities imposed on or granted to the Board; and

WHEREAS, under Section 3734.57(G) of the Ohio Revised Code, the Board may expend the proceeds of solid waste disposal and generation fees for the purposes of implementing JBRSWA's approved solid waste management plan, and to provide financial assistance to local law enforcement agencies having jurisdiction within JBRSWA for enforcing anti-littering laws and ordinances; and

WHEREAS, pursuant to Section 311.29 of the Ohio Revised Code, JBRSWA is a taxing district that may enter into a contract with the sheriff to perform any police function, exercise any police power, or render any police service for said taxing district, and JBRSWA may directly furnish the equipment and supplies used by the sheriff for such policing services and/or reimburse the county for the costs incurred by the sheriff for such policing; and

WHEREAS, the Board is committed to the prevention of littering and the unlawful disposal of solid waste, promoting and providing public recycling, and proper maintenance and use of public recycling facilities; and

WHEREAS, the Board is willing to enter into an agreement to furnish equipment and supplies and provide financial reimbursement to the Sheriff in consideration of the Sheriff performing the aforementioned activities; and

WHEREAS, the Sheriff is willing to provide police personnel and resources to carry out the aforementioned activities in exchange for said consideration.

NOW THEREFORE, pursuant to Sections 311.29, 343.011 and 3734.57(G) of the Ohio Revised Code, the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority and the Belmont County Sheriff hereby agree as follows:

ARTICLE I — CONTRACT YEAR

1.1 Term

The term of this agreement (the "Agreement") shall commence on FEBRUARY 23, 2022, and the Agreement shall terminate on December 31, 2022 (the "Contract Year").

ARTICLE II - OBLIGATIONS

2.1 Obligations of the Sheriff

- a. The Sheriff agrees to provide police services to JBRSWA by assigning, exclusively to JBRSWA, one full-time Sheriffs Deputy as an Environmental Enforcement Officer (EEO).
- b. The Sheriff will make available to the EEO: supervision, all training programs, special equipment, and other regular facilities of the Sheriffs Office.
- c. The Sheriff and JBRSWA shall provide for days off and work hours in accordance with the current collective bargaining agreement between the Belmont County Sheriff and its Deputies.

2.2 Responsibilities of the Environmental Enforcement Officer

- a. Provide police assistance in the enforcement of applicable Sections of Chapter 343 and 3734 of the Ohio Revised Code;
- b. Assist in duties relative to the operation, maintenance and use of JBRSWA recycling facilities and services;
- c. Support Keep Belmont County Beautiful projects;
- d. Provide investigation of all reported illegal dumping;
- e. Provide clean-up of public right-of- ways and public properties utilizing court approved inmates from the County Jail, as requested by JBRSWA;
- f. Assist in public education and awareness programs of JBRSWA as requested;
- g. Assist in special projects as determined by JBRSWA;
- h. Assist in preparation of grant applications, budgets, and reports as requested by the JBRSWA.
- i. Enforcement of JBRSWA fees and rules in consultation with JBRSWA's Executive Director and Fiscal Officer. This includes, but is not limited to, surveillance of haulers, warrants, transfer station and landfill visits and the filing of charges, working with other solid waste districts and jurisdictions in cases concerning enforcement of JBRSWA rules and fees, or misreporting of the nature or origin of waste.

ARTICLE III — REPORTS AND MEETINGS 3.1

Quarterly and Annual Reports.

The EEO shall submit quarterly reports on all services performed within 30 days after the end of each quarter. The quarterly report shall also provide quarterly statistical reports on cases logged

and investigated and resolution or continuation of those cases. Annual Reports shall include a summary of all activity and services performed and shall be submitted within 30 days after the end of each year.

Quarterly expense reports shall also be submitted within 30 days after the end of each quarter. The expense reports shall detail how JBRSWA funds were spent on personnel, training, equipment, and supplies.

3.2 Covenant of Cooperation.

The EEO shall meet with JBRSWA's Executive Director or her designee, as requested, to coordinate and prioritize investigation and enforcement efforts. JBRSWA and the Sheriff's Office shall cooperate with and provide necessary information to the other to enable the parties to comply with the terms of this Agreement. The parties shall perform all acts and deeds as may be necessary or appropriate to maintain and implement the purpose and effect of this Agreement including without limitation, joining in the execution of all documentation, and providing any necessary documentation required in connection with the Agreement.

ARTICLE IV - DISBURSEMENT SCHEDULE

4.1 For the Contract Year, payments in the amount of Sixty Thousand and 00/100 Dollars (~~\$60,000.00~~), prorated based on the number of months in the Contract Year divided by twelve months, shall be made directly to an appropriate fund to the credit of Sheriff's Office to be used exclusively for the purpose of providing environmental enforcement policing services for JBRSWA. Payment shall be made by JBRSWA within thirty (30) days after receipt of an invoice from the Sheriff's Office.

4.2 The above amounts shall be used to pay for the cost of one full-time Sheriff's Environmental Deputy, including compensation, fringe benefits, training, equipment, and supplies.

4.3 The balance of moneys disbursed to the Sheriff under this Agreement that have not been expended or encumbered for expenditure as of **December 31, 2022**, under this Agreement, shall be remitted back to JBRSWA by **January 30, 2023**.

ARTICLE V - VEHICLES & EQUIPMENT

5.1 JBRSWA agrees to provide the EEO access to a police vehicle needed for day-to-day use in investigations and all the responsibilities and duties set forth in this Agreement. The vehicle will be the property of and titled to the Board and shall be used exclusively by the EEO for the purposes set forth in this Agreement. JBRSWA agrees to provide and pay for insurance for said vehicle. The vehicle shall comply with Section 311.28 of the Ohio Revised Code concerning paint scheme and design of car-markings. The words "Environmental Enforcement" or "Environmental Enforcement Officer," or words of similar import, shall be placed on both upper rear quarter panels parallel to the ground. JBRSWA agrees to pay for the maintenance of the vehicle and fuel expenses associated with the vehicle's use. Upon the termination or expiration of this Agreement, said vehicle shall be delivered to JBRSWA within thirty (30) days.

5.2 Equipment purchased with JBRSWA funds shall not be sold without the Board's approval, nor shall any such equipment be used for any purpose not expressly authorized by JBRSWA in writing.

5.3 All equipment purchased by the Sheriff with funds provided by JBRSWA pursuant to this Agreement shall be the property of the Board. Upon termination or expiration of this Agreement, all such equipment shall be delivered to JBRSWA within thirty (30) days. The Sheriff may retain the vehicle and any equipment that was provided by JBRSWA on or about 2014 pursuant to the similar prior service agreement between the parties.

5.4 JBRSWA shall pay the cost of providing the EEO with a portable radio and a cellular phone. The Sheriff agrees, at its sole expense, to provide the EEO with any other communication or surveillance equipment that is necessary to carry out the responsibilities and duties set forth in this Agreement.

ARTICLE VI - RELATIONSHIP OF PARTIES

6.1 The EEO shall remain an employee of the Sheriff's Office at all times while performing the responsibilities and duties under this Agreement. The Sheriff, the Belmont County Board of Commissioners and JBRSWA are all members of, and are insured through, CORSA. Each party acknowledges that it is responsible for its own actions under this Agreement and agrees to hold the other parties harmless from any claims or losses resulting from same.

6.2 JBRSWA agrees that in the event of an emergency call to duty, the EEO can be temporarily redirected from environmental law enforcement duties to aid other officers or perform duties required by the emergency.

6.3 Neither the Board nor the Sheriff assumes any obligation, duty, or responsibility, financial or otherwise, to remove any waste or debris from private property, or to remediate or rehabilitate any private property or site where illegal or improper disposal of waste or debris has occurred. The parties' responsibilities for removing waste or debris are limited to the voluntary clean-up of public right-of-ways and public properties, at JBRSWA's discretion, utilizing court approved inmates from the County Jail, and shall in no way be construed to obligate JBRSWA or the Sheriff to clean-up, remediate, or rehabilitate any specific property, whether public or private.

ARTICLE VII - NON-DISCRIMINATION

7.1 The Sheriff agrees, in compliance with ORC § 125.111, that:

(a) In the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates; and

(b) No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any

employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

ARTICLE VIII - TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party after giving thirty (30) days advanced written notice in the event of failure by the other party to perform in accordance with the terms hereof.

ARTICLE IX - MISCELLANEOUS

9.2 Nothing in this Agreement shall impute or transfer any responsibility, from one party to another, for any party's acts or omissions whether through itself or its agents, employees, and contracted servants.

9.2 The provisions of this Agreement are solely for the benefit of the parties hereto, and no third-party beneficiaries are intended. Nothing in this Agreement is intended to waive any defense that would otherwise be available against any third-party claim.

9.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior written and/or oral agreements, and may not be amended, altered, or modified except by a written instrument signed by both parties and which refers to this Agreement.

In Witness Whereof, the parties hereto have set their hands this 23RD day of FEBRUARY 2022.

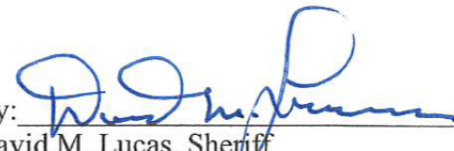
**JEFFERSON BELMONT REGIONAL
SOLID WASTE AUTHORITY**

By: 
J. Scott Fabian, Chairman

By: 
Anita Petrella, Executive Director

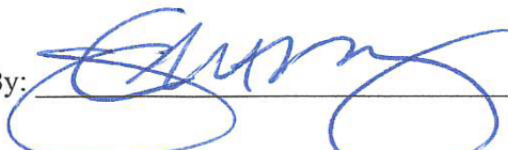
Date: 2-14-22, 2022

BELMONT COUNTY SHERIFF

By: 
David M. Lucas, Sheriff

Date: FEB. 23, 2022

**BOARD OF COUNTY COMMISSIONERS
OF BELMONT COUNTY, OHIO**

By: 

Approved as to form:

By: 
Belmont County Prosecutor

By: [Signature]

Date: 2/23/22, 2022

By: Jerry Echemann

Date: 2-23, 2022

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF PARTNERING WITH CEDAR RIDGE BEHAVIORIAL HEALTH SOLUTIONS FOR A COMMUNITY BASED ASSESSMENT WORK PROGRAM AT BELMONT COUNTY ANIMAL SHELTER

Motion made by Mr. Meyer, seconded by Mr. Dutton to partner with Cedar Ridge Behavioral Health Solutions for a Community Based Assessment work program at the Belmont County Animal Shelter.

Note: There is no cost to the county and Cedar Ridge carries liability and workers compensation insurance for both the job coach and participant.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

Discussion-Animal Shelter

Lisa Duvall, Dog Warden, said there is a lot going on at the Animal Shelter this year. There is a new website, PayPal is now set up for donations and adoption fees, a brand new logo and fundraisers coming up. She said the shelter is not a bad place for the animals, but it is not a home, it's a stepping stone for a home, but they do have a few long-term animals there. Ms. Duvall said they are considered a no-kill shelter, they only euthanize when absolutely necessary and noted the euthanasia rate needs to be under 10% to be considered no-kill. She added they help out families when needed due to death in the family or the family not having financial resources. She said they have good relations with other rescues and work together. Ms. Duvall explained four public relations students from West Liberty chose the shelter for their research project. They are doing a fantastic job and putting their heart and soul in the project. She also explained they are partnering with Cedar Ridge on a work experience program. Ms. Duvall said, "We are just trying to get out in the public and get animals a home. The staff is really good out there. You need heart in this business." Mr. Meyer said it is not required by law to take care of cats. Candace Fleagane from Cat Stray Shun works with the shelter and pays for the care of the cats. Mr. Meyer said there is confusion with other entities in the county, but the Commissioners only oversees the Animal Shelter. He said Ms. Duvall is very passionate about her job and does great work. Mr. Dutton said the board is looking at the facility to see what can be done to enhance the existing facility or maybe long-term look at something different down the road. Mr. Meyer said, "Fantastic job, it is a job that is often overlooked, but very necessary."

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:38 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Jeff Felton, DJFS Director, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees and ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:38A.M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 10:38 a.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

Mr. Meyer said as a result of today's executive session there is one motion to be considered.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF JOHN BANIG, MAINTENANCE REPAIR WORKER/BCDJFS

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the retirement of John Banig, Maintenance Repair Worker at the Belmont County Department of Job and Family Services effective March 1, 2022.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:39 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Cindy Stock, HR Administrative Assistant, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and discipline of public employees.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:02 A.M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 11:02 a.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Meyer said as a result of executive session there is no action to be taken at this time.

RECESS

IN THE MATTER OF THE VACATION OF A PORTION OF HARDESTY ST. & REDEDICATION OF HARDESTY STREET & ALLEY 1 COLERAIN TWP. SEC. 24 & 30, T-6, R-3/RD IMP 1184

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 23rd day of February, 2022, at the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Dutton
Mr. Echemann

Mr. Meyer moved the adoption of the following:

RESOLUTION

WHEREAS, On the 23rd day of February, 2022, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore, be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **2nd** day of **March, 2022** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Dutton seconded the Resolution and the roll being called upon its adoption; the vote resulted as follows:

Mr. Meyer	<u>Yes</u>
Mr. Dutton	<u>Yes</u>
Mr. Echemann	<u>Yes</u>

Adopted February 23, 2022

Bonnie Zuzak /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

-
1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
 2. Strike out the clause from "and feet," if a road is not to be located or established

Reconvened Thursday, February 24, 2022, at 10:23 a.m. with Commissioners Meyer, Dutton and Echemann present.

Mr. Meyer said there is one additional motion for the board to consider.

**IN THE MATTER OF AMENDING PAY STEP FOR
SARA CAMPBELL, CORRECTIONAL FACILITY
CLINICAL CARE COORDINATOR/JAIL**

Motion made by Mr. Meyer, seconded by Mr. Dutton to amend the motion approving the hiring of Sara Campbell as the Correctional Facility Clinical Care Coordinator at the Belmont County Jail at pay grade 13, step 1, effective February 28, 2022 to read pay grade 13, step 3 instead of pay grade 13, step 1.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:24 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 10:24 a.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

Read, approved and signed this 2nd day of March, 2022.

Jerry Echemann /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, Josh Meyer and Bonnie Zuzak, 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.

Josh Meyer /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK