

St. Clairsville, Ohio

March 22, 2023

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton and Josh Meyer, Commissioners and Bonnie Zuzak, Clerk of the Board. Absent: Commissioner Echemann

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer 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 \$400,597.64

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JUVENILE REHABILITATION

| FROM | TO | AMOUNT |
|-----------------------------------|---------------------------------|---------------|
| E-8010-S030-S40.000 Grant Holding | E-8010-S030-S53.000 Medical | \$3,000.00 |
| E-8010-S030-S40.000 Grant Holding | E-8010-S030-S60.000 Maintenance | \$5,966.67 |

W80 PROSECUTOR’S-VICTIM PROGRAM

| FROM | TO | AMOUNT |
|------------------------------|------------------------------------|---------------|
| E-1511-W080-P02.010 Supplies | E-1511-W080-P04.000 Other Expenses | \$250.00 |
| E-1511-W080-P03.000 Travel | E-1511-W080-P04.000 Other Expenses | \$14.00 |

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

T10 WATER & SEWER GUARANTEE DEPOSIT AND P05 WATER WORKS FUND/BCSSD

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|---------------|
| E-3711-T010-T04.074 Transfers Out | R-3702-P005-P15.574 Transfers In | \$2,224.40 |

T10 WATER & SEWER GUARANTEE DEPOSIT AND P53 SANITARY SEWER FUND/BCSSD

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|---------------|
| E-3711-T010-T04.074 Transfers Out | R-3705-P053-P08.574 Transfers In | \$1,395.42 |

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the March 22, 2023, meeting:

S30 OAKVIEW JUVENILE REHABILITATION

| | | |
|---------------------|-----------------|-------------|
| E-8010-S030-S54.000 | Food | \$90.00 |
| E-8010-S030-S67.004 | Workers Comp | \$314.75 |
| E-8010-S030-S72.000 | Capital Repairs | \$35,871.00 |

Y01 UND. AUTO TAX

| | | |
|---------------------|-------------------------|--------------|
| E-9801-Y001-Y01.000 | Und. Auto Tax | \$268,047.75 |
| E-9801-Y001-Y03.000 | Township-Permissive Tax | \$65,943.00 |
| E-9801-Y001-Y05.000 | Pease Township | \$2,808.00 |
| E-9801-Y001-Y06.000 | Goshen Township | \$1,320.00 |
| E-9801-Y001-Y07.000 | Warren Township | \$2,684.50 |
| E-9801-Y001-Y08.000 | Pultney Township | \$3,716.00 |
| E-9801-Y001-Y09.000 | Flushing Township | \$612.00 |
| E-9801-Y001-Y10.000 | Colerain Township | \$1,104.00 |
| E-9801-Y001-Y11.000 | Kirkwood Township | \$153.00 |
| E-9801-Y001-Y12.000 | Mead Township | \$601.50 |
| E-9801-Y001-Y13.000 | Richland Township | \$2,277.00 |
| E-9801-Y001-Y14.000 | Smith Township | \$603.00 |
| E-9801-Y001-Y15.000 | Somerset Township | \$441.00 |
| E-9801-Y001-Y16.000 | Union Township | \$789.00 |
| E-9801-Y001-Y17.000 | Washington Township | \$237.00 |
| E-9801-Y001-Y18.000 | Wayne Township | \$190.50 |
| E-9801-Y001-Y19.000 | Wheeling Township | \$382.50 |
| E-9801-Y001-Y20.000 | York Township | \$258.00 |

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated March 22, 2023,

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. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Dutton, seconded by Mr. Meyer granting permission for county employees to travel as follows:
SSOBC-Lori Parsons to Coshocton, OH, on April 25, 2023, for a senior outing to Roscoe Village. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 15, 2023.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

Mr. Dutton made the following announcement-The Belmont County Board of Commissioners is seeking applicants to fill a vacancy on the Belmont County Board of Developmental Disabilities for an unexpired term ending December 31, 2024. Interested parties are asked to contact the BCBDD Superintendent’s Office at [740-695-0233](tel:740-695-0233) to request an application on or before March 27, 2023.

**IN THE MATTER OF APPROVING THE OHIO BWC-EMPLOYER
STATEMENT AND THE CCAO-WORKERS’ COMPENSATION
GROUP RETROSPECTIVE RATING PLAN AGREEMENT FOR 2024 PROGRAM YEAR**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the Ohio BWC-Employer Statement and the CCAO – Workers’ Compensation Group Retrospective Rating Plan Agreement for the 2024 Program Year.
Note: This program allows us to save significantly on workers compensation premiums.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
WORKERS’ COMPENSATION GROUP RETROSPECTIVE RATING
PLAN AGREEMENT**

THIS AGREEMENT, dated as of March 22, 2023, is between CCAO Service Corporation (“CCAOSC”), an Ohio corporation, and **BELMONT COUNTY** (“Participant”), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers’ compensation rating purposes. The County Commissioners’ Association of Ohio (“CCAO”), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a “Participant”. Participating counties are collectively referred to as the “Group”.

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the “CCAO Group Retrospective Rating Plan” or the “Plan”. The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers’ compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

- (1) CCAO was created more than two years prior to the date of application for Group coverage.
- (2) CCAO was formed for the purposes other than obtaining Group Workers’ Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
- (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.

The Participant represents and warrants as follows:

- (1) It is a member of the County Commissioners’ Association of Ohio and is current in all financial obligations to CCAO.
- (2) It has an Ohio Bureau of Workers’ Compensation (“OBWC”) policy number for counties and its account with OBWC has no outstanding premiums, penalties or assessments due from it
- (3) It is not a member of any other group for the purpose of obtaining workers’ compensation coverage under Section 4123.29, ORC.
- (4) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

C. CCAOSC shall:

- (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
- (3) perform such additional duties as are required of it by this Agreement.

D. The Participant shall:

- (1) join and participate in the CCAO Group Retrospective Rating Plan; and
- (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

Section VII: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Claims Management and Safety Expectations Survey and working toward accomplishing all of the Claims Management and Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

Section X: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee to oversee the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of eleven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Nine members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section VII hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and general administrative fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2024 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 31, 2023. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

Section XIV: ANTI-DISCRIMINATION PROVISION

Per Section 125.111(A) of the Ohio Revised Code, CCAOSC warrants and agrees to the following:

- A. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CCAOSC or any 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 the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and
- B. None of CCAOSC, any subcontractor, or person acting on behalf of any such organization, 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.

The Participant hereby acknowledges receipt of the complete Agreement.
IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

Date: 3/9/2023

By: John Leutz /s/

John Leutz, CCAO Assistant Director

Date: 322/2023

By: J. P. Dutton /s/

Signature of Authorized Official

County Name:

BELMONT COUNTY

Address:

101 W MAIN ST

City, State, Zip:

ST CLAIRSVILLE OH 43950

OBWC Number:

30700001

APPROVED AS TO FORM (if required)

David K. Liberati, Assist PA

Prosecuting Attorney

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |
| Mr. Echemann | Absent |

Mr. Dutton said the estimated premium is \$183, 379 and the estimated savings is \$42,177.

IN THE MATTER OF APPROVING THE SFY 2022 OHIO’S SENIOR FARMERS’ MARKET NUTRITION PROGRAM AGREEMENT WITH AREA AGENCY ON AGING REGION 9/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the Ohio’s Senior Farmers’ Market Nutrition Program Agreement with Area Agency on Aging Region 9, Inc., on behalf of Senior Services of Belmont County, effective May 1, 2023 through November 30, 2023, or when all USDA funds are expended, whichever comes first.

SFY 2023
Ohio's Senior Farmers' Market Nutrition Program
Agreement Between Area Agency on Aging Region 9, Inc.
And Distribution Agent

This agreement is entered into for the purpose of participating in the Senior Farmers' Market Nutrition Program (hereafter, "SFMNP") 2023, which provides certain fresh, locally grown foods to eligible participants, and is entered into by and between the **AREA AGENCY ON AGING REGION 9, INC.** (hereafter, "AAA") and **(Belmont County Commissioners dba Senior Services of Belmont County)** (hereafter, "Distribution Agent").

I. Term of Agreement

This agreement shall be effective **May 1, 2023**, or upon signature by all parties, whichever occurs later, and will terminate **November 30, 2023**, or when all United States Department of Agriculture (USDA) funds are expended, whichever occurs first, subject to the terms and conditions contained herein and contained in the current SFMNP Distribution Agents' Manual, which is hereby incorporated by reference in its entirety. This Agreement is made for the purpose of providing reimbursement by the AAA to the Distribution Agent for services rendered by the Distribution Agent to eligible clients in accordance with the terms of this Agreement. This is a trial agreement dependent upon limited unfunded demands on AAA.

I. Representative Capacity and Binding Effect

By signing this agreement below, the Distribution Agent named above represents and warrants to the AAA that this agreement was duly executed by a representative of the Distribution Agent with full and complete authority to enter into this Agreement, and that any requisite agency approval to enter this Agreement was properly obtained. Distribution Agent also represents and warrants to the AAA that this Agreement shall be binding and remain in full force and effect as to any and all of its parent, subsidiary, or affiliated corporations and all of its successors, assignees, shareholders, board members, and corporate officers. Distribution Agent further acknowledges and agrees that the AAA may rely on these representations in entering this agreement.

II. Responsibilities of Distribution Agent

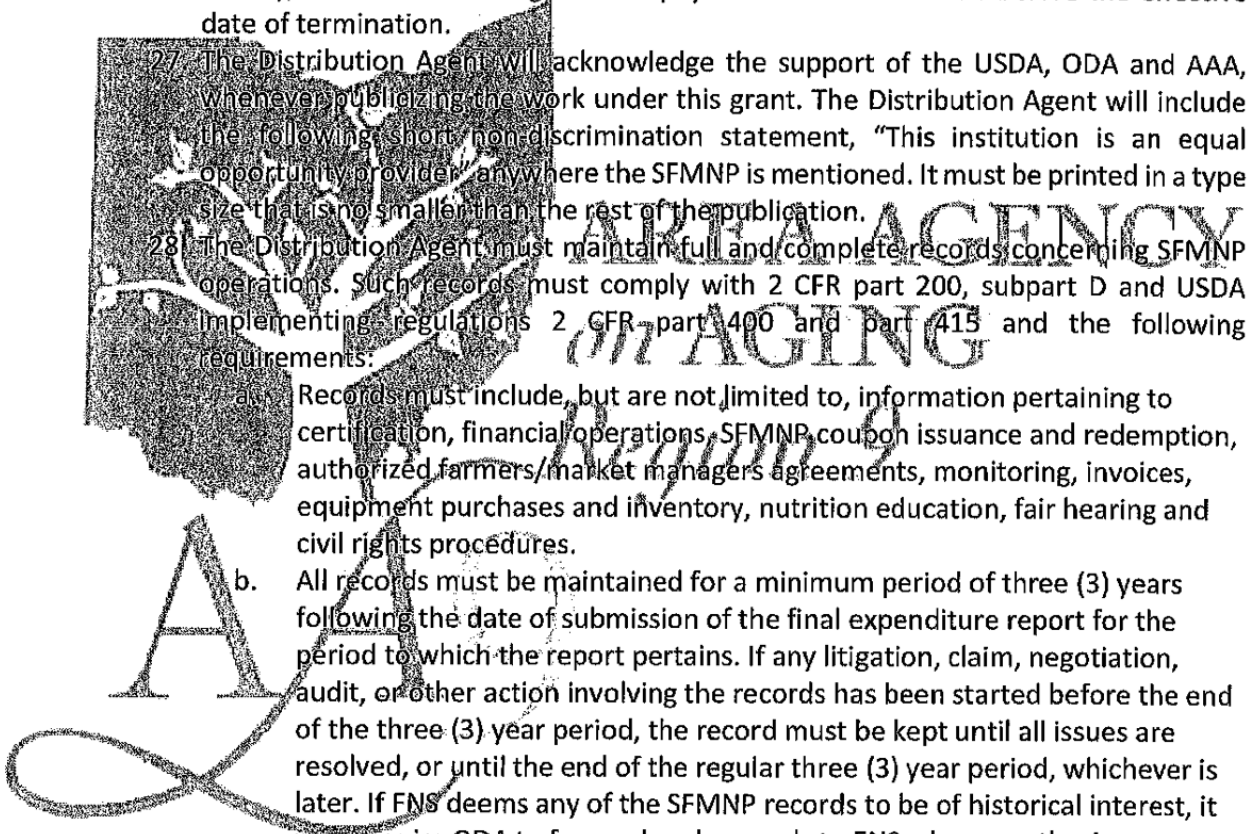
- A. Distribution Agent agrees to do all of the following:
1. Have this agreement signed by an authorized representative and returned to the AAA before accepting any applications for the program.
 2. Attend a training session on SFMNP current procedures, responsibilities, and provide training and be accountable for the actions of all staff and volunteers who work on the program.
 3. The Distribution Agent agrees to satisfy the service needs of older persons with greatest economic and social needs with particular attention to older persons who are low-income, who are low-income minorities, who have limited proficiency in the

English language, who reside in rural areas, and who are at risk for institutional placement.

4. Make copies and distribute current SFMNP applications only to eligible participants.
5. Assist applicants in filling out applications as needed.
6. Verify age of participant if there is any doubt that the participant is 60 years of age at the time of application.
7. Enforce the self-declared income eligibility. If the self-declaration or any other area of the application is crossed off, the participant shall not receive coupons.
8. Verify that both the participant and the proxy have signed the application, if a proxy obtains the coupons.
9. Accept only one application per participant for the entire program and direct participants to only go to one distribution site for the receipt of coupons for the duration of the program. The question on the application asking whether the participant signed up at any other distribution sites must be asked of all applicants.
10. Enter participant information into the WellSky database reporting system as outlined in the current SFMNP Distribution Agents' Manual.
11. Receive the predetermined number of coupons each month based on:
 - a. The number of participants at the end of the previous program year at each distribution site.
 - b. The amount of the current SFMNP allocation; and
 - c. The current coupon usage.
12. Count (before distributing any coupons) to verify the total number of coupons on the Monthly Coupon Distribution Log and the total number of coupons received. If there is a discrepancy, contact the AAA immediately.
13. Store coupons in a designated locked storage location.
14. The Distribution Agent is prohibited from using or disclosing any information concerning a consumer for any purpose directly or indirectly associated with the provision of services, unless the provider has documentation of the consumer's consent to do so.
15. Start distributing coupons on the 1st day of distribution and continue until all coupons are distributed or all participants served or as agreed upon by the AAA. Coupons shall be distributed on a first-come, first-served basis; however, waiting lists will be kept should funding become available.
16. Print the participant's name clearly on the Monthly Coupon Distribution Log in column one. Have the participant or proxy sign in column two.
17. When distributing the coupons to approved participants, provide each participant with a brochure explaining the program, a list of participating farmers' markets and roadside stands, and one nutrition education handout for each distribution, if applicable.
18. Submit the completed Coupon Distribution Log on the 5th day of each month.
19. Make a copy of the Coupon Distribution Log and retain it for the Distribution Agent's records.
20. If the Distribution Agent receives invoices from farmers and/or market managers, they will be submitted to AAA9 within one business day.
21. Provide such information as AAA may require, e.g., ethnicity and racial information, for its periodic reports to the Ohio Department of Aging (ODA) and the United States Department of Agriculture (USDA), Food and Nutrition Service.
22. Monitor compliance of farmers and/or market managers, as identified by AAA9.

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23. Submit compliance tool to AAA9 the following business day from when the monitoring visit took place.
24. Be financially accountable for any coupons lost or stolen while in the possession, custody, or control of the Distribution Agent or any of its distribution sites.
25. Comply with the nondiscrimination provisions of the Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Department of Agriculture regulation of nondiscrimination (7CFR Parts 15, 15a, and 15b), and any other state or federal laws regarding nondiscrimination.
26. Notify the AAA by certified mail in writing at least 30 days before the voluntary termination of this Agreement. Each party may voluntarily terminate this contract for any reason. If Distribution Agent owes AAA a monetary assessment, or any other money, the Distribution Agent shall pay the total amount due before the effective date of termination.
27. The Distribution Agent will acknowledge the support of the USDA, ODA and AAA, whenever publicizing the work under this grant. The Distribution Agent will include the following short non-discrimination statement, "This institution is an equal opportunity provider" anywhere the SFMNP is mentioned. It must be printed in a type size that is no smaller than the rest of the publication.
28. The Distribution Agent must maintain full and complete records concerning SFMNP operations. Such records must comply with 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415 and the following requirements:
- a. Records must include, but are not limited to, information pertaining to certification, financial operations, SFMNP coupon issuance and redemption, authorized farmers/market managers agreements, monitoring, invoices, equipment purchases and inventory, nutrition education, fair hearing and civil rights procedures.
 - b. All records must be maintained for a minimum period of three (3) years following the date of submission of the final expenditure report for the period to which the report pertains. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three (3) year period, the record must be kept until all issues are resolved, or until the end of the regular three (3) year period, whichever is later. If FNS deems any of the SFMNP records to be of historical interest, it may require ODA to forward such records to FNS whenever the Agency and/or ODA is disposing of them.
 - c. Records for nonexpendable property acquired in whole or in part with SFMNP funds must be retained for three (3) years after its final disposition.
 - d. The Agency must make all records available in a timely manner for unrestricted review or audit by the State of Ohio entities, including ODA, the Auditor of the State of Ohio, Inspector General or duly authorized law enforcement officials.
 - e. All records must be available during normal business hours for representatives of FNS of the Comptroller General of the United States to inspect, audit, and copy. Any reports resulting from such examinations shall not divulge names of individuals.



- B. Distribution Agent agrees not to do any of the following:
- 1. Accept any previous year(s) SFMNP Applications.
 - 2. Alter application form; this is a mandatory form used in all SFMNPs.
 - 3. Accept incomplete or incorrect applications.
 - 4. Submit an application or distribute coupons to anyone who is under 60 years of age at the time the application was submitted.
 - 5. Submit an application from a proxy which is not also signed by the applying senior participant.
 - 6. Hold or reserve any coupons for any participant, except in the case of a properly designated proxy.
 - 7. Staple any informational material to the coupons that covers either the serial number or the bar code on the coupon.
 - 8. Reimburse any farmers and/or market managers.

III. Area Agency on Aging Region 9, Inc. Responsibilities

- A. AAA agrees to do all of the following:
- 1. Ensure training is provided to the Distribution Agent as to all required program procedures.
 - 2. Monitor First Year Farmers' Markets and roadside stands for compliance.
 - 3. Monitor all Distribution Agents for compliance and accountability.
 - 4. Randomly verify participants' age, reported income and proxy designations.
 - 5. Provide technical assistance.
 - 6. Fiscal administration of the program.

IV. Termination of Agreement

Neither the AAA nor Distribution Agent has an obligation to renew this Agreement. Either the AAA or Distribution Agent may terminate this Agreement for any reason after notifying the other party by certified mail with a 30-day advance written notice of intent to terminate this Agreement. In addition, and notwithstanding the 30-day notice period called for in the preceding sentence, the AAA may immediately terminate this Agreement at any time and without advance notice in the event Distribution Agent does not comply with this Agreement and the current SFMNP Distribution Agents' Manual, or any other applicable federal, state or local civil or criminal laws, including state and federal non-discrimination laws, or in the event federal funds become unavailable.

The AAA may terminate this agreement if the Ohio Department of Aging determines, through the appeals process or through monitoring, that the provider agreement was entered into inappropriately.

V. Other Terms and Limitations

- A. This Agreement is not assignable or transferable under any circumstances or for any reason.
- B. By signing this Agreement below, Distribution Agent represents and warrants to the AAA that training has been completed and that the Distribution Agent is fully aware of all requirements for participation in the current year SFMNP and acknowledges and agrees that the AAA may rely on this representation in entering this Agreement.

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C. This Agreement is not effective until this Agreement has been signed by an authorized representative of the AAA and the Distribution Agent.

VI. Distribution Sites Covered by This Agreement

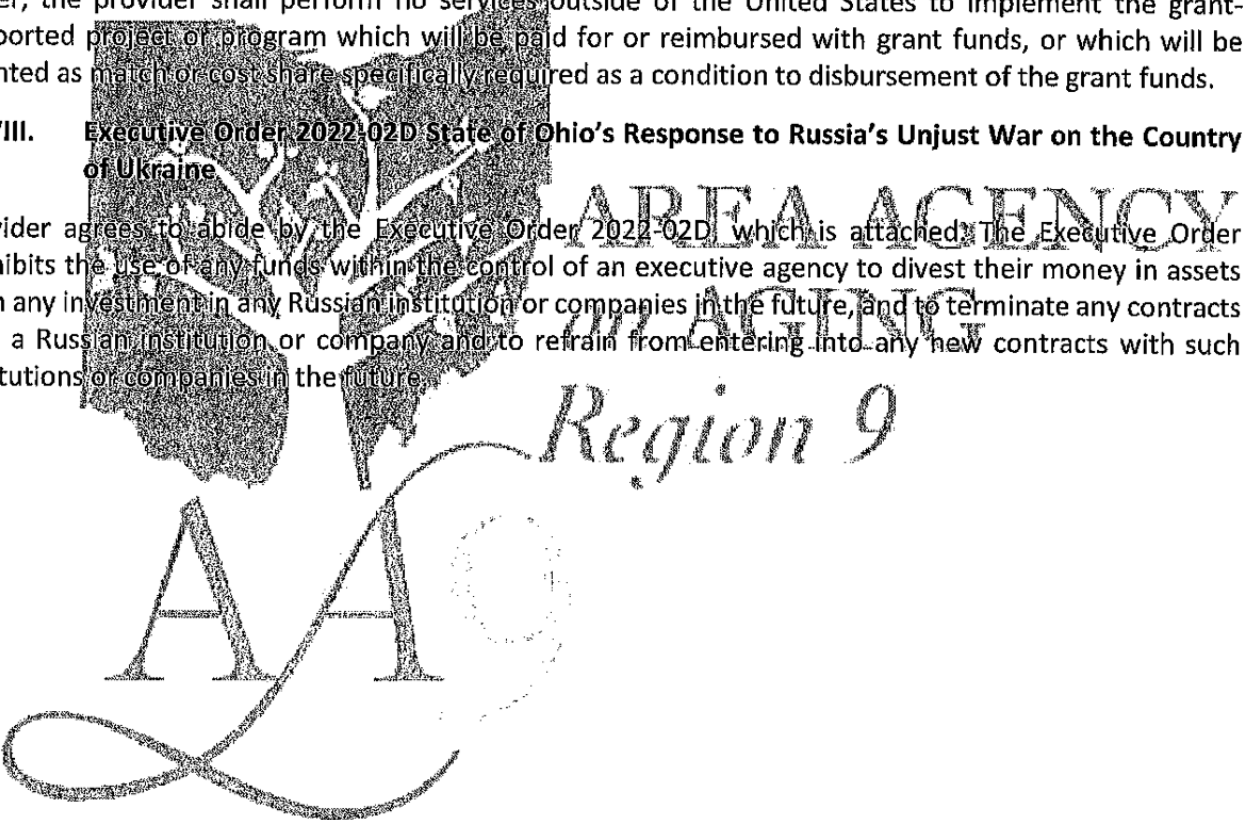
For the duration of this Agreement, Distribution Agent assumes full and complete responsibility for complying with all of the terms and conditions of this Agreement and the current SFMNP Distribution Agents’ Manual, which is hereby incorporated by reference in its entirety.

VII. Executive Order 2019-12D Governing the Expenditure of Public Funds on Offshore Services

Provider agrees to abide by the Executive Order 2019-12D, which is attached. The Executive Order prohibits the use of any funds within the control of an executive agency to purchase services which will be provided outside of the United States. The provider acknowledges that for purposes of the Executive Order, the provider shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds, or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

VIII. Executive Order 2022-02D State of Ohio’s Response to Russia’s Unjust War on the Country of Ukraine

Provider agrees to abide by the Executive Order 2022-02D, which is attached. The Executive Order prohibits the use of any funds within the control of an executive agency to divest their money in assets from any investment in any Russian institution or companies in the future, and to terminate any contracts with a Russian institution or company and to refrain from entering into any new contracts with such institutions or companies in the future.



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WHEREFORE, the parties caused this Agreement to be executed on the date indicated below, and by signing below the signatories represent and warrant to one another that they have full and complete authority to legally bind each respective party to this Agreement.

Legal Name of Distribution Agent:

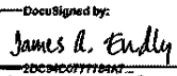
Name J. P. Dutton
Address 101 West Main Street
Saint Clairsville, OH 43950


Signature of Authorized Party 3/22/2023
Date Signed

J.P. Dutton Commissioner
Name and Title of Authorized Party (type or print)

Legal Name of Agency:
Area Agency on Aging Region 9, Inc.
710 Wheeling Avenue
Cambridge, OH 43725

AREA AGENCY
on AGING
Region 9


Signature of Authorized Party 3/22/2023
Date Signed

James A. Endly CEO
Name and Title of Authorized Party (type or print)

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |
| Mr. Echemann | Absent |

Lisa Kazmirski, SSOBC Executive Director, said they usually get about 500 applications. \$50 vouchers in increments of \$5 each will be provided for use at local farmers’ markets. Area Agency on Aging Region 9 reimburses SSOBC for the vouchers used.

**IN THE MATTER OF ADVERTISING FOR BIDS
FOR ONE NEW MINI-BUS FOR SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to advertise for bids for one (1) new Mini-Bus for Senior Services of Belmont County, based upon the recommendation of Lisa Kazmirski, Executive Director, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: This will be an additional vehicle to the fleet and will be shared by all senior centers for trips.

NOTICE TO BIDDERS

BELMONT COUNTY COMMISSIONERS’ OFFICE
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners’ Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 10:00 a.m. April 19, 2023 for furnishing bids for the following items for the Belmont County Senior Services then at said office publicly opened and read aloud.

One (1) New Mini-Bus

Copies of specifications and bid forms may be obtained at the Commissioners’ office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday. If any questions call Senior Services Executive Director Lisa Kazmirski at 740-695-4142.

Each bid must be accompanied by a bid guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C . –OR–
- A certified check, cashiers’ check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 5% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

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

Times Leader Advertisement: Two (2) Mondays, March 27, 2023 and April 3, 2023.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

**IN THE MATTER OF ENTERING INTO MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN BELMONT COUNTY LEPC AND BOARD OF COMMISSIONERS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into the Memorandum of Understanding, effective January 1, 2023, until December 31, 2023, by and between the Belmont County Local Emergency Planning Committee (LEPC) and the Board of Belmont County Commissioners for the purpose of promoting public safety and prudent emergency planning for the citizens of Belmont County.

Note: This is regarding the funding provided by the LEPC for services to be provided by the Director and staff of the Belmont County Emergency Management Agency.

Memorandum of Understanding

This Memorandum of Understanding, effective January 1, 2023 until December 31, 2023 is entered into by and between the Belmont County Local Emergency Planning Committee (LEPC), 68329 Bannock Road, St. Clairsville, OH 43950, and the Board of Belmont County Commissioners (Commissioners) 101 West Main Street St. Clairsville, Ohio 43950, for purpose of promoting public safety and prudent emergency planning for the citizens of Belmont County, Ohio.

In consideration of the services to be provided by the Director and staff of the Belmont County Emergency Management Agency as described below, the LEPC agrees to provide the sum of twelve thousand eight hundred and ten dollars and 37/100 (\$12,810.37) annually, provided that (1) the LEPC has such amount, and (2) said sum does not exceed 75% of the fund balance. Said funds shall be made available to the Commissioners during the first quarter of each calendar year this agreement is effect.

In consideration of the funds provided by the LEPC to the Board as described in this agreement, the EMA shall provide the following services to or for the LEPC:

1. Grant writing and administration
2. Administration of SARA Title III filings by local chemical facilities
3. Compliance and enforcement of SARA Title III regulations
4. Compliance with SERC mandated reports
5. Emergency response to spills and releases of regulated materials
6. Information coordination of LEPC public records
7. Plan development, review, and updates
8. Annual exercise of the LEPC county plan and emergency response
9. Administration of the LEPC Cost Recovery Program
10. Such other administrative duties as may be needed, provided that such additional duties shall not interfere with nor impede the discharge of the emergency management responsibilities of the EMA Director and staff

The parties stipulate that funds provided by the LEPC to the Commissioners shall be used to supplement existing funding for salaries, benefits and other operational expense categories of the EMA; and that said funds are being provided by the LEPC to the Commissioners on the condition that such funds shall be used in addition to, and not as a replacement of, funding currently budgeted by the Commissioners to the EMA.

Each party hereto reserves the right to revise or terminate this Memorandum of Understanding annually prior to the anniversary of the date of the signing. Unless terminated, by either party upon written notice to the other not later than 30 days prior to the anniversary date, this agreement shall be in effect for the calendar year.

Date: 3/22/23

BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

BY: Dave Ivan /s/ DATE: 4/7/2022
Dave Ivan, Chairman

BOARD OF BELMONT COUNTY COMMISSIONERS

BY: J. P. Dutton /s/ DATE: 3/22/23
J. P. Dutton, President

BY: _____ DATE: _____
Jerry Echemann, Vice-President

BY: Josh Meyer /s/ DATE: 3/22/23
Josh Meyer

APPROVED AS TO FORM:

David K. Liberati /s/ Assist PA
BELMONT COUNTY

PROSECUTOR

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

IN THE MATTER OF SERVING NOTICE ON FACILITYDUDE.COM TERMINATING CURRENT AGREEMENT FOR PREVENTATIVE MAINTENANCE PROGRAM

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve to serve notice on FacilityDude.com terminating the current agreement for a preventative maintenance program entered into on May 14, 2014, based upon the recommendation of Scott Larkin, Facility Director. Effective date of termination is April 30, 2023.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

IN THE MATTER OF SERVING NOTICE OF CANCELLATION OF CURRENT MEDICAL DIRECTOR’S CONTRACT

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve to serve notice of cancellation of current Medical Director’s contract entered into on November 23, 2021, pursuant to paragraph 20 of the contract. Effective date of termination is May 22, 2023.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

IN THE MATTER OF LIQUOR LICENSE FOR POLISH AMERICAN POLITICAL CLUB

Motion made by Mr. Dutton, seconded by Mr. Meyer to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new D5I liquor license, Permit No. 69915610020, for Polish American Political Club, 71100 Polish Club Lane, Wheeling Township, Fairpoint, OH, 43927. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

IN THE MATTER OF APPROVING VEHICLE PURCHASE FOR BELMONT COUNTY SHERIFF’S OFFICE

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the purchase of one (1) 2022 Dodge Charger, for a cost of \$36,562.05, from Jim Shorkey Auto Group, based upon the recommendation of Sheriff Dave Lucas.

Note: This is an additional vehicle for their fleet and will be assigned to the Patrol Division. This will be paid for by the Belmont County Sheriff’s Department.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

IN THE MATTER OF ACCEPTING PROPOSAL FROM BEARCOM/SHERIFF’S DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the proposal from BEARCOM in the amount of \$20,256.25 to provide and install all necessary uplifting to the 2022 Dodge Charger for the Belmont County Sheriff’s Department.

Note: This will be paid for by the Belmont County Sheriff’s Department.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

IN THE MATTER OF APPROVING PROPOSAL FROM LOGOTEK/SHERIFF’S DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the quote from LogoTek Signs, in the amount of \$515.00, for reflective graphics and installation for one (1) 2022 Dodge Charger, for the Belmont County Sheriff’s Department.

Note: This will be paid for by the Belmont County Sheriff’s Department.

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

**9:30 Sharon Kesselring, Executive Director of American Red Cross of Ohio River Valley
Re: American Red Cross Month proclamation**

Ms. Kesselring said they responded to sixteen home fires in 2022 which affected forty people. Thirty-four free smoke alarms were installed along with escape information. Red Cross provided 382 students with preparedness information. Also, in 2022, 634 units of blood was collected in Belmont County and 599 units of CPR and first-aid training was done. Ms. Kesselring said they need more local volunteers. She noted the Ohio River Chapter of the American Red Cross has only three staff members and the rest are volunteers.

***PROCLAMATION
IN RECOGNITION OF
AMERICAN RED CROSS MONTH 2023***

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the proclamation in recognition of American Red Cross Month.

Whereas, during Red Cross Month in March, we celebrate the humanitarian spirit of Belmont County and reaffirm our commitment to make sure no one faces a crisis alone; and
Whereas, we are continuing the lifesaving legacy of Clara Barton, who founded the organization more than 140 years ago to prevent and alleviate human suffering; and
Whereas, caring for one another is at the heart of our community and exemplified by the people of Belmont County, whose simple acts of kindness through the Red Cross provide help and hope in people’s most difficult moments; and
Whereas, every day, ordinary individuals lend a helping hand to make an extraordinary difference for neighbors in need, whether it is providing emergency shelter, food and comfort for families displaced by home fires and other disasters; donating lifesaving blood for those in need; supporting military members and veterans, along with their families or using vital skills like first aid and CPR to help others survive; and

Whereas, their support, volunteerism and generous donations are critical to our community’s resilience. We hereby recognize this month of March in honor of all those who fulfill Clara Barton’s noble words, “You must never think of anything except the need and how to meet it.” **NOW, THEREFORE, BE IT RESOLVED**, the Board of Belmont County Commissioners does hereby proclaim the month of March 2023 as **AMERICAN RED CROSS MONTH** throughout the County of Belmont, and urge all citizens to join in supporting the American Red Cross in Belmont County.
Adopted this 22nd day of March, 2023.

BELMONT COUNTY COMMISSIONERS
J. P. Dutton /s/
Josh Meyer /s/

Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

RECESS

10:00 Bid Opening-Engineer’s Project 23-4 BEL-CR108-0.00 (North Road) Asphalt Leveling Project

IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 23-4 BEL-CR108-0.00(NORTH ROAD) ASPHALT LEVELING PROJECT

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 23-4 BEL-CR108-0.00(North Road) Asphalt Leveling Project they proceeded to open the following bids:

| NAME | BID BOND | BID AMOUNT |
|--|----------|--------------|
| Shelly & Sands P.O. Box 66 Rayland, OH 43943 | X | \$165,232.00 |
| NLS Paving 67925 Bayberry Drive, Suite B St. Clairsville, OH 43950 | X | \$185,726.00 |
| Russell Standard 639 B State Route 821 Marietta, OH 45750 | X | \$202,101.00 |
| Cast & Baker Corp. 2214 Washington Road Canonsburg, PA 15317 | X | \$192,071.00 |

Engineers Estimate: \$169,914.00
Present: Belmont County Assistant Engineer Dan Boltz, Kenny Shafer, R.S. Russell Standard, Dave Lash, Cast & Baker and Rick Oberdick, NLS Paving.
Motion made by Mr. Dutton, seconded by Mr. Meyer to turn over all bids received for the Belmont County Engineer’s **Project 23-4 BEL-CR108-0.00 Asphalt Leveling Project** to Belmont County Engineer Terry Lively for review and recommendation.
Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

Mr. Boltz said this is finishing out North Road, chip and seal will be done later.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:09 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Steve Williams, Superintendent of Board of Development Disabilities and Assistant Prosecutor Dave Liberati, pursuant to ORC 121.22(G)(3) Court Action Exception to consider pending litigation.
Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

Gloria Llewellyn, Assistant Superintendent also present.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:25 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:25 a.m.
Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

Mr. Dutton said as a result of executive session there is no action to be considered.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:25 A.M.
Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 11:25 a.m.
Upon roll call the vote was as follows:

| | |
|--------------|--------|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Echemann | Absent |

Read, approved and signed this 29th day of March, 2023.

J. P. Dutton /s/
Jerry Echemann /s/ COUNTY COMMISSIONERS
Josh Meyer /s/

We, J. P. Dutton 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.

J. P. Dutton /s/ PRESIDENT
Bonnie Zuzak /s/ CLERK