

St. Clairsville, Ohio

August 21, 2013

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

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-FedEx	Transportation charges-Recorder/General Fund	27.05
A-McGhee & Co.	Supplies-Clerk of Courts/General Fund	268.00
A-MC Thomas Insurance	Surety Bond for Katherine Kelich-Treasurer/General Fund	731.00
A-Speedway SuperAmerica	Gasoline-Common Pleas Court/General Fund	204.17
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	1,695.72
K-Poggemeyer Design Group	Barton Blaine Road Bridge/Engineer MVGT Fund	366.23
K-Water Man Assoc of Ohio	Registration Fee/Engineer MVGT Fund	275.00
N-Ohio Water Dev. Authority	Project services/WWS#2 Capital Improvements Funds	11,827.00
N-Stonegate Construction	Waterline construction/EORIP Construction Fund	6,853.70
P-Belmont Co. Sanitary Sewer	Services/BCSSD Funds	2,000.00
P-EORWA	Sewage disposal/BCSSD Funds	45,387.14
P-PNC Bank	Services/BCSSD Funds	43.45
P-Postmaster	Supplies/BCSSD Funds	1,020.00
P-Renee Wilson	Reimburse travel expenses/BCSSD Funds	112.50
P-W. W. System #3	Materials/WWS#2 Revenue Fund	1,555.06
S-AT&T	Telephone service/Certificate of Title Admn Fund	51.21
S-Comcast	Internet/Clerk of Courts Computer Fund	167.00
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-TSG	Offsite backup/Eastern Div. Court Computer Fund	44.92
S-TSG	CW Managed Services/Northern Div. Court Computer Fund	239.50

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for August 21, 2013 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$24,205.51
A-GENERAL/AUDITOR	\$5,026.39
A-GENERAL/EMA	\$1,747.32
A-GENERAL/SHERIFF	\$3,926.01
A-GENERAL/911	\$2,552.25
B-Dog and Kennel	\$3,761.07
H-Job & Family, Public Assistance	\$103,279.00; \$9.00; \$9,197.34; \$94,507.00; \$95.39
H-Job & Family, WIA	\$11,599.72; \$45,643.62
J-Real Estate Assessment	\$256.32
K-Engineer MVGT	\$11,744.68
M-Juvenile Ct.-Intake Coordinator	\$260.10
M-Juvenile Ct.-Placement Services	\$6,486.25
M-Juvenile Ct.-Placement II	\$1,750.75
N-Courthouse Bldg. Repairs	\$1,832.00
P-Sanitary Sewer District	\$294.16; \$3,169.62; \$2,936.54; \$16,345.32; \$3,695.84; \$626.06; \$4,163.66;
	\$1,535.34
S-District Detention Home	\$2,772.03
S-Job & Family, Children Services	\$25,386.60
S-Job & Family, Senior Program	\$9,410.32; \$1,515.60; \$16,893.90; \$20.00; \$331.11
S-Juvenile Ct. Computer Fund	\$83.90
S-Oakview Juvenile Residential Center	\$1,788.13
S-Probate Court-Computer Fund	\$2,604.75
S-Sheriff Commissary	\$705.80

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within the following funds:

**FUND FOR THE GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Commissioners</i>	<i>Miscellaneous</i>	
E-0051-A001-A45.000 Harmony House	E-0257-A015-A15.074 Transfers Out	\$20,000.00

*In preparation of transferring the money to BCDJFS for use as PA Fund-match monies.*

**BELMONT CO. JFS/PUBLIC ASSISTANCE FUND H00**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H01.002 Salaries	E-2510-H000-H02.010 Supplies	\$50,000.00
E-2510-H000-H01.002 Salaries	E-2510-H000-H04.000 Contracts	\$100,000.00

E-2510-H000-H01.002 Salaries	E-2510-H000-H14.007 Unemployment	\$10,000.00
E-2510-H000-H01.002 Salaries	E-2510-H000-H17.000 Other Expenses	\$40,000.00
<b><u>BELMONT CO. JUVENILE COURT TRUANT OFFICER GRANT M79</u></b>		
<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0400-M079-M02.008 Fringes	E-0400-M079-M04.000 Other Expenses	\$1,032.19
<b><u>BELMONT CO. SSD/WWS #3 REVENUE FUND P05</u></b>		
<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P31.000 Other Expenses	E-3702-P005-P23.011 Contract Services	\$10,000.00
E-3702-P005-P34.074 Transfer Out	E-3702-P005-P25.000 Purchased Water	\$26,000.00
<b><u>BELMONT CO. JFS SENIOR PROGRAMS/IN HOME CARE LEVY FUND S70</u></b>		
<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5005-S070-S09.000 Other Expenses	E-5005-S070-S01.002 Salary	\$100,000.00
E-5005-S070-S05.011 Contracts	E-5005-S070-S01.002 Salary	\$30,000.00
E-5005-S070-S07.010 Supplies	E-5005-S070-S02.003 PERS	\$50,000.00
E-5005-S070-S10.000 Facilities	E-5005-S070-S06.006 Hospitalization	\$100,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mr. Probst seconded by Mr. Coffland to approve the following transfers between the following funds:

**THE BEMONT COUNTY GENERAL FUND AND  
THE BCDJFS/PUBLIC ASSISTANCE FUND-H00**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund</i>	<i>BCDJFS/PA Fund-H00</i>	
E-0257-A015-A15.074 Transfers Out	R-2510-H000-H23.574 Transfers In	\$20,000.00

*To help provide local match monies for Federal Food Stamp and Medicaid programs.*

**BELMONT CO. SHERIFF OIBRS EQUIPMENT GRANTS P87 AND  
SHERIFF RESERVE ACCOUNT U10**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1701-P087-P01.012 Equipment	E-9710-U010-U05.012 Equipment	\$4,442.26

**BELMONT CO. SHERIFF/VARIOUS FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries	\$12,209.03
E-5105-T008-T02.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$2,209.84
E-5105-T008-T03.006 Health Insurance	E-9891-Y091-Y01.006 Health Insurance	\$6,149.38
E-5105-T008-T04.004 Workers Comp	E-0256-A014-A14.004 Workers Comp	\$610.43

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR JULY, 2013**

Motion made by Mr. Probst seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of July 2013.

**Gross Wages P/E 7/13/13 to 7/27/13**

**GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>5,794.21</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>430.22</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>430.22</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>2,458.61</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>4,162.06</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>3,692.56</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>1,304.16</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>639.76</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>5,191.13</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>6,805.65</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,142.06</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,190.20</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>1,223.38</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,445.52</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>6,585.37</b>
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>5,859.32</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>3,960.28</b>
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>4,361.10</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,792.26</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>804.94</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>2,675.85</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>1,823.04</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>2,995.50</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>31.98</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b><u>197.64</u></b>

			<b>70,997.02</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>753.64</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>2,691.58</b>
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	<b>797.00</b>
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	<b>336.00</b>
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	<b>416.00</b>
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	<b>230.00</b>
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	<b>1,240.40</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>42,204.83</b>
FLOOD GRANT-HUMAN SERV	E-2600-H005-H11.000	R-9895-Y095-Y01.500	<b>3,947.97</b>
WINDSTORM -HUMAN SERV	E-2600-H005-H12.000	R-9895-Y095-Y01.500	<b>1,031.91</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b>7,547.70</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	<b>3,567.13</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	<b>3,593.50</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>11,788.00</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>4,957.38</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>985.60</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>313.60</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>1,120.96</b>
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	<b>835.71</b>
Intake Coordinator	E-0400-M062-M02.000	R-9895-Y095-Y01.500	<b>153.86</b>
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	<b>974.66</b>
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	<b>173.38</b>
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	<b>1,770.23</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>8,534.77</b>
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	<b>628.24</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>2,817.83</b>
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	<b>285.21</b>
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	<b>37.66</b>
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	<b>116.46</b>
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	<b>700.00</b>
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	<b>6,370.18</b>
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	<b>6,729.04</b>
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	<b>2,652.88</b>
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	<b>296.16</b>
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	<b>23,473.48</b>
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	<b>12,120.78</b>
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	<b>748.98</b>
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	<b>2,581.42</b>
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	<b>268.80</b>
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	<b>357.60</b>
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	<b>443.08</b>
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	<b>882.34</b>
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	<b>145.08</b>
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	<b>1,682.22</b>
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	<b>196.00</b>
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	<b>481.40</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>616.24</b>
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
		<b>TOTAL</b>	<b>235,593.91</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

**\*\*January 3, 2013\*\***

**FOR THE FEMA FY2011 FUND/T68**

E-9707-T068-T01.000 Reimb. for FEMA Expenses \$194,112.00

**\*\*May 29, 2013\*\***

**APPROPRIATIONS FOR THE GENERAL FUND**

E-0257-A015-A15.074 Transfers-Out \$193,710.12

**\*\* August 7, 2013\*\***

**BELMONT CO. ENGINEER/MOTOR VEHICLE & GASOLINE TAX FUND K00**

E-2813-K000-K30.013 Contract/Projects \$ 300,117.00

E-2812-K000-K11.002 Labor \$ 23,450.00

E-2812-K000-K12.000 Material \$ 20,000.00

**BELMONT CO. SHERIFF/OIBRS EQUIPMENT GRANTS FUND P87**

E-1701-P087-P01.012 Equipment \$ 4,442.26

**BELMONT CO. ADULT PROBATION/CORRECTIONS ACT GRANT S77**

E-1520-S077-S01.002 Salaries \$ 17,386.75

E-1520-S077-S02.005 Medicare \$ 252.00

E-1520-S077-S04.006 Hospitalization \$ 3,184.00

E-1520-S077-S03.003 PERS \$ 2,434.25

E-1520-S077-S05.004 Workers Compensation \$ 313.00

**BELMONT CO. SHERIFF/VARIOUS FUNDS**

E-5105-T008-T01.002 Salaries \$ 12,209.03

E-5105-T008-T02.003 PERS/SPRS \$ 2,209.84

E-5105-T008-T03.006 Health Insurance \$ 6,149.38

E-5105-T008-T04.004 Workers Comp \$ 610.43

**FOR THE FEMA FY2011 FUND/T68**

E-9707-T068-T01.000 Reimb. for FEMA Expenses \$149,455.00

**\*\*August 21, 2013\*\***

**APPROPRIATIONS FOR THE GENERAL FUND**

E-0257-A015-A15.074 Transfers-Out \$217,441.65

**BELMONT CO. 911/WIRELESS FUND E11**

E-2301-E011-E01.011 Contract Services \$ 1,267.00

**BELMONT CO. JUVENILE COURT TRUANT OFFICER GRANT M79**

E-0400-M079-M04.000 Other Expenses \$ 204.86

**BELMONT HARRISON JUVENILE DISTRICT DETENTION HOME S33**

E-0910-S033-S33.002 Salaries \$ 30,000.00

E-0910-S033-S34.010 Supplies \$ 10,000.00

E-0910-S033-S38.011 Contract Services \$ 40,000.00

E-0910-S033-S39.000 Food Service Expenses \$ 20,000.00

E-0910-S033-S61.000 Food Service Expenses/GS \$ 20,000.00

**BELMONT CO. COMMON PLEAS/GENERAL SPECIAL/MEDIATION FUND S54**

E-1544-S054-S01.002 Special Projects/Mediation/Salary \$ 10,211.29

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION**

**FOR COUNTY EMPLOYEES TO TRAVEL**

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

**BCDJFS** – William Beckett, Patricia Kinney and Senior members to travel to Sugarcreek, OH, on August 16, 2013, for a Bellaire Senior Center outing. Sue Hines, Center Driver, and Senior members to travel to Wheeling, WV, on August 28, 2013; to Woodsfield, OH, on Sept. 9, 2013; and to Cumberland, OH, on Sept. 12, 2013 for a Bethesda Senior Center outings. Daisy Braun, Jack Irwin, and Senior members to travel to Sugarcreek, OH, on Sept. 20, 2013, and to Triadelphia, WV, on Sept. 24, 2013, for St. Clairsville Senior Center outings. Estimated expenses: \$136.00

**COMMISSIONERS** – Mickey Wallace, Floodplain Coordinator, to travel to Columbus, OH, on August 28-29, 2013, to attend the Statewide Floodplain Conference. Estimated expenses: \$400.00

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Jerry Millikan stated he was present on behalf of the Flushing Senior Center. He asked for an update on a piece of property that is to be purchased for a new center. Mr. Coffland said information has been provided to the board by the property owner and turned over to Commissioner Favede. She is working on negotiating a price. Mr. Probst said also we have an Interim Director at DJFS with the Senior Program under that umbrella. He stated, "We have primarily narrowed down a candidate or person for the job to be the Coordinator of Senior Services. So we will need a few executive sessions to work through that process, and if that person decides to choose employment with us, once we make this person an offer, then that person will be looking over, doing those types of projects. Looking into to working with an architect to build a new kitchen and offices, looking at the Flushing Senior Center, looking at all the projects we have been talking about. So that's somewhat the holdup too. But I think within the next couple of weeks, we will be making an announcement on who the new Senior Services Coordinator will be. And the attorneys are also working on contracts and different things like that. And the notice will be given to AAA Nine that (Senior Services) will be coming under the Commissioners or under Belmont County."

Mike Bianconi said he wants to make sure, since bids came in so low on paving, that all the money will be spent on paving that was given to the Engineer. Mr. Coffland said, "It's taken care of." Mr. Probst said, "He expanded into other areas."

Mr. Coffland recognized Mr. Littleton who had been at a board meeting two years ago. Mr. Littleton said two years ago his company (ECS&R) wanted to relocate into Belmont County. He met with Mr. Coffland and within 3 weeks to one month, Mr. Coffland and Mr. Larry Merry found him a facility in Martins Ferry. At that time he had 12-14 employees. At the present time he has 45. He said they continue to expand and grow and are looking for more clients in the oil and gas field. His company does environmental work. Mr. Littleton said he appreciates the help in finding a facility. Mr. Coffland thanked him for stopping in and giving an update.

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 10, 2013.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PUBLIC ROAD PETITION FOR THE VACATION OF PORTIONS OF TWO CUL-DE-SACS WITHIN PULTNEY TOWNSHIP ROAD 1638 (OHIO RIVERVIEW ROAD)/RD IMP. 1118**

Motion made by Mr. Coffland, seconded by Mr. Probst to accept the following Public Road Petition for “the vacation of portions of two cul-de-sacs within Pultney Township Road 1638 (Ohio Riverview Road) in Ohio Riverview Estates located in located in Pultney Township, Section 28, Township 2 , Range 2 and recorded in Cabinet F, Slide 351, Belmont County Recorder’s Office” and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as **Road Improvement #1118** in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION  
Rev. Code Sec. 5553.04**

**Belmont County, Ohio**

**August 16, 2013  
Imp# 1118**

**To the Honorable Board of County Commissioners of Belmont County, Ohio:**

*The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of a portion of Pultney Township T-1638 two cul de sacs in Ohio Riverview Estates located in Pultney Township Section 28, T-2, R-2 and recorded in Cabinet F Slide 351 Belmont County Recorder’s Office.*

*a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.*

*The following is the general route and termini of said road:*

**Description of 0.310 Acre Vacation  
(north cul-de-sac)**

Situated in the State of Ohio, County of Belmont, Township of Pultney, being in the south half of Section 28, Range 2 West, Township 2 North, of "The Old Seven Ranges Survey", and being bounded and described as follows:  
Commencing for reference at an iron pin found capped “Biedenbach 7881” at the southwest corner of Lot No. 6 of “Ohio Riverview Estates” as recorded in Plat

Cabinet E, Slide 351 of the Belmont County Recorder’s Office;

thence, with the north line of Ohio Riverview Road and being the south line of Lot No. 6, the following two courses:

1. with a curve to the right, having a radius of 3,721.12 feet, an arc length of 39.39 feet, a chord bearing of South 78°27’51” East a chord distance of 39.39 feet to an iron pin found capped “Biedenbach 7881”;
2. thence South 78°09’44” East a distance of 63.73 feet to a point, being THE TRUE POINT OF BEGINNING for this vacation description;

thence, from said Point of Beginning, with a curve to the left, having a radius of 25.00 feet, an arc length of 28.20 feet, a chord bearing of North 69°31’35” East a chord distance of 26.73 feet to a point;

thence, with a curve to the right, having a radius of 80.00 feet, an arc length of 67.26 feet, a chord bearing of North 61°18’04” East a chord distance of 65.30 to a point;

thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 119.78 feet, a chord bearing of South 51°43’05” East a chord distance of 108.90 to a point;

thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 87.69 feet, a chord bearing of South 22°34’39” West a chord distance of 83.37 to a point;

thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 91.75 feet, a chord bearing of South 86°50’05” West a chord distance of 86.80 to a point;

thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 65.30 feet, a chord bearing of North 36°55’27” West a chord distance of 63.51 to a point;

thence, with a curve to the left, having a radius of 25.00 feet, an arc length of 28.20 feet, a chord bearing of North 45°51’03” West a chord distance of 26.73 to a point;

thence South 78°09’44” East a distance of 47.96 feet to an iron pin set;

thence, with a curve to the right, having a radius of 25.00 feet, an arc length of 20.15 feet, a chord bearing of South 55°04’08” East a chord distance of 19.61 to an iron pin set;

thence, with a curve to the left, having a radius of 40.00 feet, an arc length of 30.98 feet, a chord bearing of South 54°09’48” East a chord distance of 30.21 feet to an iron pin set;

thence, with a curve to the left, having a radius of 40.00 feet, an arc length of 34.68 feet, a chord bearing of North 78°48’50” East a chord distance of 33.60 feet to an iron pin set;

thence, continuing with a curve to the left, having a radius of 40.00 feet, an arc length of 43.84 feet, a chord bearing of North 22°34’39” East a chord distance of 41.68 feet to an iron pin set;

thence, continuing with a curve to the left, having a radius of 40.00 feet, an arc length of 80.65 feet, a chord bearing of North 66°35’12” West a chord distance of 67.67 feet to an iron pin set;

thence, with a curve to the right, having a radius of 25.00 feet, an arc length of 20.15 feet, a chord bearing of South 78°44’40” West a chord distance of 19.61 feet to an iron pin set, passing through an iron pin set at an arc distance of plus 14.16 feet;

thence North 78°09’44” West a distance of 47.96 feet to the Point of Beginning;

containing 0.310 acre, more or less, of vacation.

**Description of 0.310 Acre Vacation  
(south cul-de-sac)**

Situated in the State of Ohio, County of Belmont, Township of Pultney, being in the south half of Section 28, Range 2 West, Township 2 North, of "The Old Seven Ranges Survey", and being bounded and described as follows:

Commencing for reference at an iron pin found capped “Biedenbach 7881” at the southwest corner of Lot No. 15 of “Ohio Riverview Estates” as recorded in Plat

Cabinet E, Slide 351 of the Belmont County Recorder’s Office;

thence, with the north line of Ohio Riverview Road and being the south line of Lot

No. 15, South 44°48'24" East a distance of 124.13 feet to a point, being THE TRUE POINT OF BEGINNING for this vacation description; thence, from said Point of Beginning, with a curve to the left, having a radius of 25.00 feet, an arc length of 28.20 feet, a chord bearing of South 77°07'07" East a chord distance of 26.73 feet to a point;

thence, with a curve to the right, having a radius of 80.00 feet, an arc length of 127.32 feet, a chord bearing of South 63°50'16" East a chord distance of 114.30 to a point;  
 thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 202.60 feet, a chord bearing of South 54°18'15" East a chord distance of 152.64 to a point;  
 thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 101.87 feet, a chord bearing of North 16°39'52" West a chord distance of 95.13 to a point;  
 thence, with a curve to the left, having a radius of 25.00 feet, an arc length of 28.20 feet, a chord bearing of North 12°29'40" West a chord distance of 26.73 to a point;  
 thence South 44°48'24" East a distance of 47.96 feet to an iron pin set;  
 thence, with a curve to the right, having a radius of 25.00 feet, an arc length of 20.15 feet, a chord bearing of South 21°42'47" East a chord distance of 19.61 to an iron pin set;  
 thence, with a curve to the left, having a radius of 40.00 feet, an arc length of 38.07 feet, a chord bearing of South 25°52'56" East a chord distance of 36.65 feet to an iron pin set;  
 thence, continuing with a curve to the left, having a radius of 40.00 feet, an arc length of 101.30 feet, a chord bearing of North 54°18'15" East a chord distance of 76.32 feet to an iron pin set;  
 thence, continuing with a curve to the left, having a radius of 40.00 feet, an arc length of 50.79 feet, a chord bearing of North 54°37'12" West a chord distance of 47.44 feet to an iron pin set;  
 thence, with a curve to the right, having a radius of 25.00 feet, an arc length of 20.15 feet, a chord bearing of North 67°54'00" West a chord distance of 19.61 feet to an iron pin set;  
 thence North 44°48'24" West a distance of 47.96 feet to the Point of Beginning;  
 containing 0.310 acre, more or less, of vacation.

**PUBLIC ROAD PETITION**

<b>NAME</b>	<b>TAX MAILING ADDRESS</b>
<i>Jim Amato /s/</i>	57485 Big Pine Way
Jim Amato	Shadyside, OH 43947
<i>Krista Cerklefskie</i>	57475 Ohio Riverview Rd.
Krista Cerklefskie	Shadyside, OH 43947
<i>Mindy Husek /s/</i>	57450 Ohio Riverview Rd.
Mindy Husek	Shadyside, OH 43947
<i>Kristen Vilkoski /s/</i>	1514 8 <sup>th</sup> St.
Kristen Vilkoski	Moundsville, WV 26041
<i>Amanda Greenlee /s/</i>	3952 Daisyview Lane
Amanda Greenlee	Shadyside, OH 43947
<i>Brianne Johnson /s/</i>	4620 Central Ave.
Brianne Johnson	Shadyside, OH 43947
<i>Eric D. Rosen /s/</i>	57480 Ohio Riverview Rd.
Eric D. Rosen	Shadyside, OH 43947
<i>George M. Crozier /s/</i>	57440 Ohio Riverview Rd.
George M. Crozier	Shadyside, OH 43947
<i>Derek R. Simpson /s/</i>	249 W. 42 <sup>nd</sup> St.
Derek R. Simpson	Shadyside, OH 43947
<i>Michael J. Kolvek /s/</i>	57474 Ohio Riverview Rd.
Michael J. Kolvek	Shadyside, OH 43947
<i>William H. Stegman /s/</i>	57525 Ohio Riverview Rd.
William H. Stegman	Shadyside, OH 43947
<i>Douglas Zacherl /s/</i>	57520 Ohio Riverview Rd.
Douglas Zacherl	Shadyside, OH 43947
<i>Philip J. Andes /s/</i>	P.O. Box 177
Philip J. Andes	Shadyside, OH 43947
<i>Philip J. Andes /s/</i>	P.O. Box 158
Philip J. Andes	Shadyside, OH 43947
Managing Member	
Andes Family Reality Co. L.L.C.	
<i>Jay M. Husek /s/</i>	57445 Ohio Riverview Rd.
Jay M. Husek	Shadyside, OH 43947

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF  
 PORTIONS OF TWO CUL-DE-SACS WITHIN  
 PULTNEY TOWNSHIP ROAD 1638 (OHIO RIVERVIEW ROAD)  
 SEC. 28, T-2, R-2/RD IMP 1118**

**Office of County Commissioners**

**Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice**

**Thereof on Public Road Petition**

**Rev. Code, Sec. 5553.05**

**RD. IMP. 1118**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 21st day of August, 2013 at the office of the Commissioners with the following members present:

Mr. Probst  
Mr. Coffland

Mr. Coffland moved the adoption of the following:

**RESOLUTION**

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate portions of two cul-de-sacs within Pultney Township Road 1638 (Ohio Riverview Road) in Ohio Riverview Estates located in Pultney Township, Section 28-T-2, R-2.

RESOLVED, That the 11th day of September, 2013 at 1:30 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 18th day of September, 2013, at 10:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted August 21, 2013

Jayne Long /s/  
Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING  
PUBLIC ROAD (by publication)  
Rev. Code, Sec., 5553.05**

**ROAD IMP. # 1118**

**Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of portions of two cul-de-sacs within Pultney Township Road 1638 (Ohio Riverview Road) in Ohio Riverview Estates located in Pultney Township Section 28, T-2, R-2, a public road, the general route and termini of which Road are as follows:**

**Description of 0.310 Acre Vacation  
(north cul-de-sac)**

Situated in the State of Ohio, County of Belmont, Township of Pultney, being in the south half of Section 28, Range 2 West, Township 2 North, of "The Old Seven Ranges Survey", and being bounded and described as follows:

Commencing for reference at an iron pin found capped "Biedenbach 7881" at the southwest corner of Lot No. 6 of "Ohio Riverview Estates" as recorded in Plat

Cabinet E, Slide 351 of the Belmont County Recorder's Office;

thence, with the north line of Ohio Riverview Road and being the south line of Lot No. 6, the following two courses:

1. with a curve to the right, having a radius of 3,721.12 feet, an arc length of 39.39 feet, a chord bearing of South 78°27'51" East a chord distance of 39.39 feet to an iron pin found capped "Biedenbach 7881";
2. thence South 78°09'44" East a distance of 63.73 feet to a point, being THE TRUE POINT OF BEGINNING for this vacation description;

thence, from said Point of Beginning, with a curve to the left, having a radius of 25.00 feet, an arc length of 28.20 feet, a chord bearing of North 69°31'35" East a chord distance of 26.73 feet to a point;

thence, with a curve to the right, having a radius of 80.00 feet, an arc length of 67.26 feet, a chord bearing of North 61°18'04" East a chord distance of 65.30 to a point;

thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 119.78 feet, a chord bearing of South 51°43'05" East a chord distance of 108.90 to a point;

thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 87.69 feet, a chord bearing of South 22°34'39" West a chord distance of 83.37 to a point;

thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 91.75 feet, a chord bearing of South 86°50'05" West a chord distance of 86.80 to a point;

thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 65.30 feet, a chord bearing of North 36°55'27" West a chord distance of 63.51 to a point;

thence, with a curve to the left, having a radius of 25.00 feet, an arc length of 28.20 feet, a chord bearing of North 45°51'03" West a chord distance of 26.73 to a point;

thence South 78°09'44" East a distance of 47.96 feet to an iron pin set;

thence, with a curve to the right, having a radius of 25.00 feet, an arc length of 20.15 feet, a chord bearing of South 55°04'08" East a chord distance of 19.61 to an iron pin set;

thence, with a curve to the left, having a radius of 40.00 feet, an arc length of 30.98 feet, a chord bearing of South 54°09'48" East a chord distance of 30.21 feet to an iron pin set;

thence, with a curve to the left, having a radius of 40.00 feet, an arc length of 34.68 feet, a chord bearing of North 78°48'50" East a chord distance of 33.60 feet to an iron pin set;

thence, continuing with a curve to the left, having a radius of 40.00 feet, an arc length of 43.84 feet, a chord bearing of North 22°34'39" East a chord distance of 41.68 feet to an iron pin set;

thence, continuing with a curve to the left, having a radius of 40.00 feet, an arc length of 80.65 feet, a chord bearing of North 66°35'12" West a chord distance of 67.67 feet to an iron pin set;

thence, with a curve to the right, having a radius of 25.00 feet, an arc length of 20.15 feet, a chord bearing of South 78°44'40" West a chord distance of 19.61 feet to an iron pin set, passing through an iron pin set at an arc distance of plus 14.16 feet;

thence North 78°09'44" West a distance of 47.96 feet to the Point of Beginning;

containing 0.310 acre, more or less, of vacation.

**Description of 0.310 Acre Vacation  
(south cul-de-sac)**

Situated in the State of Ohio, County of Belmont, Township of Pultney, being in the south half of Section 28, Range 2 West, Township 2 North, of "The Old Seven Ranges Survey", and being bounded and described as follows:

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Cabinet E, Slide 351 of the Belmont County Recorder's Office;

thence, with the north line of Ohio Riverview Road and being the south line of Lot

No. 15, South 44°48'24" East a distance of 124.13 feet to a point, being THE TRUE POINT OF BEGINNING for this vacation description;

thence, from said Point of Beginning, with a curve to the left, having a radius of 25.00 feet, an arc length of 28.20 feet, a chord bearing of South 77°07'07" East a chord distance of 26.73 feet to a point;

thence, with a curve to the right, having a radius of 80.00 feet, an arc length of 127.32 feet, a chord bearing of South 63°50'16" East a chord distance of 114.30 to a point;  
thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 202.60 feet, a chord bearing of South 54°18'15" East a chord distance of 152.64 to a point;  
thence, continuing with a curve to the right, having a radius of 80.00 feet, an arc length of 101.87 feet, a chord bearing of North 16°39'52" West a chord distance of 95.13 to a point;  
thence, with a curve to the left, having a radius of 25.00 feet, an arc length of 28.20 feet, a chord bearing of North 12°29'40" West a chord distance of 26.73 to a point;  
thence South 44°48'24" East a distance of 47.96 feet to an iron pin set;  
thence, with a curve to the right, having a radius of 25.00 feet, an arc length of 20.15 feet, a chord bearing of South 21°42'47" East a chord distance of 19.61 to an iron pin set;  
thence, with a curve to the left, having a radius of 40.00 feet, an arc length of 38.07 feet, a chord bearing of South 25°52'56" East a chord distance of 36.65 feet to an iron pin set;  
thence, continuing with a curve to the left, having a radius of 40.00 feet, an arc length of 101.30 feet, a chord bearing of North 54°18'15" East a chord distance of 76.32 feet to an iron pin set;  
thence, continuing with a curve to the left, having a radius of 40.00 feet, an arc length of 50.79 feet, a chord bearing of North 54°37'12" West a chord distance of 47.44 feet to an iron pin set;  
thence, with a curve to the right, having a radius of 25.00 feet, an arc length of 20.15 feet, a chord bearing of North 67°54'00" West a chord distance of 19.61 feet to an iron pin set;  
thence North 44°48'24" West a distance of 47.96 feet to the Point of Beginning;  
containing 0.310 acre, more or less, of vacation.

**Said Board of County Commissioners has fixed the 11th day of September, 2013, at 1:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 18th day of September 2013, at 10:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.**

**By Order of the Board of County Commissioners,  
Belmont County, Ohio  
Jayne Long /s/  
Jayne Long, Clerk**

**ADV. TIMES LEADER (2) Tuesdays, August 27, 2013 and September 3, 2013**

**IN THE MATTER OF ENTERING INTO AGREEMENT  
WITH EASTERN OHIO REGIONAL WASTEWATER  
AUTHORITY FOR SERVICES IN THE NEFFS AREA/BCSSD**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into agreement with Eastern Ohio Regional Wastewater Authority for sanitary sewer treatment services in the Neffs area.

**AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **Belmont County Board of Commissioners** and **Eastern Ohio Regional Wastewater Authority** being political subdivisions organized and existing under the laws of the state of Ohio being hereinafter referred to as "Commissioners" and "Authority" respectively and being fully authorized to enter into and execute this Agreement by resolutions duly adopted by the County Commissioners of Belmont County, Ohio, on the \_\_\_\_\_ day of \_\_\_\_\_ and the Board of Trustees of Eastern Ohio Regional Wastewater Authority.

**WHEREAS**, The Belmont County Commissioners under authority of Ohio Revised Code Chapter 6117, heretofore established Belmont County Sanitary Sewer District No. 2 for the purpose of preserving and promoting the public health and welfare; and

**WHEREAS**, the Authority was organized pursuant to Ohio Revised Code Chapter 6119, and being conducive to the public health, safety, convenience or welfare of the inhabitants of the municipalities of Bridgeport, Brookside, Martins Ferry and Bellaire, and

**WHEREAS**, Belmont County Sanitary Sewer District No. 2 has interceptor and trunk line sewers in Belmont County in the Neffs Community and adjoining areas that connect with the sanitary sewerage system of Belmont County Sanitary Sewer District that connect to the Authority's force main along SR 149, and

**WHEREAS**, Revised Code sections 6117.01, 6119.06 and 307.15 authorize the Commissioners and the Authority to enter into this Agreement, **NOW THEREFORE**, in Consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable consideration, the Commissioners and Authority do hereby promise and agree as follows:

**Section 1.** The Authority promises and agrees, subject to the covenants and conditions hereinafter contained, to accept the sewage from the Neffs Community and adjoining areas from their sewerage system now in existence, and to treat said sewage according to Ohio EPA requirements. The Neffs Community and adjoining areas to be served by the Authority's treatment plant is attached hereof, as Exhibit A, and made a part hereof.

**Section 2.** Subject further to the covenants and conditions herein contained, the Commissioners promise and agree as follows:

A. To deliver all sewage from the sewage system of the Neffs Community, as now constructed, by the Commissioners' lift stations in Neffs through the Authority's meter station at Bel Capri.

B. To notify the Authority of all new developments within the service area as shown in Exhibit A that would connect to the Authority's system. All new connections to the existing system must be approved by the Authority.

C. That when total daily flow passing through the meter exceeds 300,000 gpd, the Authority's system will require upgrades and the rate formula attached herein will be subject to additional surcharges.

D. To maintain its sewage systems, at no cost to the Authority, to ultimate capacity and to save the Authority harmless from any and all liability that may arise from the operation of said systems.

E. To be responsible for meeting Ohio EPA requirements, now and in the future, as to pretreatment of sewage and industrial waste delivered to the Authority.

F. That the Authority has the right to inspect any and all establishments having unacceptable waste according to the Authority's Sewer Use Ordinance and Ohio EPA standards and to order corrective measures. If said corrective measures are not accomplished within a reasonable time, the Authority has the right to surcharge said establishment which shall be payable to the Authority according to the Authority's Standard Rate Resolution.

G. To pay the monthly sewage rate to the Authority for the treatment and disposal of the Commissioners' metered sewage flow as per the rate formula attached hereto marked Exhibit B and made a part hereof .

**Section 3.** The Commissioners and Authority further agree:

A. That the Authority shall maintain and read the meter at the Authority's meter station to determine the total flow transported from the county and treated at the treatment plant of the Authority.

It is understood and agreed that authorized representatives of the Commissioners shall have the opportunity to examine and read the meter any time during usual business hours. The Commissioners may request that the Authority's meter be recalibrated and unless the meter is found to be in error by more than 5%, the cost of said recalibration shall be borne by the Commissioners. The meter shall be calibrated only by a fully qualified factory-trained representative of the meter manufacturer.

B. The Commissioners will be billed monthly by the Authority for the sewage flow of the previous month. Said billing shall be sent on



the first business day of the month and is due and payable by the commissioners within forty-five (45) days after billing. No late fees will be charged.

C. The Commissioners may construct additional interceptor and trunk lines to be connected to the lines already in existence as shown in Exhibit A. In the event that the Commissioners wish to construct such additional lines, they shall, prior to construction, submit the plans for such construction to the Authority for its review, approval or rejection. The Authority shall, within a period of thirty (30) days after submission thereof, approve such plans or indicate the way in which the same must be changed for approval.

D. This Agreement shall take effect on the date contained herein and shall remain in effect for thirty (30) years. Six months prior to the expiration of this agreement, the Agreement shall be re-negotiated for a renewal period agreeable to both parties.

E. In the event that any controversy or difference shall arise between the Commissioners and the Authority with respect to the interpretation and effect of this Agreement, including any limitation contained herein or their respective rights, obligations or liabilities hereunder, then such controversy or difference shall be submitted to a board of three arbitrators, one to be chosen by the Commissioners, one to be chosen by the Authority and the third to be chosen by the other two, and the decision of any two of such arbitrators shall be final and binding upon the Authority and the Commissioners on the condition that all three arbitrators participate in the decision.

Arbitration shall be in accordance with the rates and procedures of the American Arbitration.

Notice of the demand for arbitration shall be filed in writing with the other parties to this contract and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

F. A determination by any court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.

**IN WITNESS WHEREOF**, the Commissioners and the Authority have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

APPROVED AS TO FORM <u>David K. Liberati /s/ Assistant</u> Prosecuting Attorney, Belmont County	BELMONT COUNTY BOARD OF COMMISSIONERS BY: <u>Matt Coffland /s/</u> <u>Charles R. Probst, Jr. /s/</u>
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EASTERN OHIO REGIONAL WASTEWATER AUTHORITY BY: _____ President BY: _____ Secretary
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION  
 PRESIDENT TO EXECUTE THE OHIO WATER POLLUTION CONTROL  
 LOAN FUND (WPCLF) PROGRAM YEAR 2014 PROJECT NOMINATION FORM/  
 OHIO VALLEY MALL SANITARY SEWER FORCE MAIN UPGRADE**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize Commission President Ginny Favede to execute the Ohio Water Pollution Control Loan Fund (WPCLF) Program Year 2014 Project Nomination Form for the Ohio Valley Mall Sanitary Sewer Force Main Upgrade.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT  
 TO SIGN AS THE CERTIFYING OFFICER FOR HUD FORM/BELMONT  
 METROPOLITAN HOUSING AUTHORITY**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize the Commission President Ginny Favede to sign as the Certifying Officer for Form HUD 7015.15 Request for Release of Funds and Certification for the environmental review of work items as performed by the Belmont Metropolitan Housing Authority for Capital Fund Program (CFP) 501-13.

*Note: The Department of Housing and Urban Development requires an environmental review be completed on any work items included in their stimulus capital funds before work can be initiated. Belmont County contracts with Belmont Metropolitan Housing Authority to complete the required environmental reviews.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING AMENDMENT TO  
 THE HELP ME GROW CONTRACT, EARLY INTERVENTION COMPONENT  
 PART C BETWEEN BCDJFS AND COMMUNITY ACTION COMMISSION**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign the Amendment to the Help Me Grow Contract, Early Intervention Component Part C, between Belmont County Department of Job & Family Services and the Community Action Commission of Belmont County, effective July 1, 2013 through June 30, 2014, to reduce the total contract from \$82,145.00 to \$79,959.00.

**Amendment to Help Me Grow Contract, Early Intervention**

Article III, Section A (page 1) of the SFY 2014 contract currently reads as follows: "Payment for services provided in accordance with the provisions of this contract shall not exceed \$82,145 (\$50,930 Federal Funds and \$31,215 GRF Funds), unless both the Provider and the Department agree upon an amended amount, and are contingent upon the availability of funds".

This one page amendment to this Article is for a decrease of \$2,186 (\$1,355 Federal Part C Funds and \$831 GRF Funds) due to the final allocations being reduced from the initial preliminary allocations. This amendment brings the amended total of this contract to \$79,959 (\$49,575 Federal Part C Funds and \$30,384 GRF Funds) for SFY 2014.

All other terms of the contract remain unchanged. Effective date of the amendment is retroactive to July 1, 2013 and ending June 30, 2014.

<u>Lisa Fijalkowski /s/ Interim Director</u>	<u>8/20/13</u>
Belmont County DJFS	Date



filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of direct damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive remedies for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

**ARTICLE VI: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS**

By accepting this contract and by executing this Contract agreement, **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The PROVIDER's certification of compliance with each of these conditions is considered to be a material representation of fact upon the **Department** relied in entering into this Contract agreement.

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Human Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

**ARTICLE VII: CONSTRUCTION**

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

**THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

<u>Lisa Fijalkowski /s/ Interim Director</u>	<u>8/20/13</u>
Belmont County Department of Job and Family Services	Date
<u>Cathy Campbell, Director Tri-County Help Center</u>	<u>Date</u>
<u>Matt Coffland /s/</u>	<u>8/21/13</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>8/21/13</u>
Belmont County Commissioner	Date
<u>Belmont County Commissioner</u>	<u>Date</u>
Approved as to form:	
<u>David K. Liberati /s/ (Assistant)</u>	

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING A RENEWAL CONTRACT BETWEEN BCDJFS AND STUDENT SERVICES TO PROVIDE SERVICES FOR THE OHIO CHILDREN'S TRUST FUND CHILD ABUSE PREVENTION PROGRAM**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign a renewal of a contract between Belmont Co. Dept. of Job & Family Services and Student Services in the amount of \$18,487.00, effective July 1, 2013 through June 30, 2014, to provide administrative services for the Ohio Children's Trust Fund Child Abuse Prevention Program.

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

This agreement to provide administrative services for the Ohio Children's Trust Fund Child Abuse Prevention Program is made and entered into this 21st. day of August, 2013 by and between the Belmont County Department of Job and Family Services, on behalf of the Belmont County Family and Children First Council, hereinafter referred to as "**Department**" and Student Services, hereinafter referred to as "**Provider**".

**PURPOSE**

The Child Abuse Prevention Program is an initiative of the Ohio Children's Trust Fund and focuses on preventing child abuse. Funds issued under the program will be used to decrease the incidences of child abuse in Belmont County through public awareness and the training and placement of volunteers in child abuse/neglect programs.

**EFFECTIVE DATES**

This agreement will be effective from July 1, 2013 through June 30, 2014.

**AMOUNT OF GRANT/PAYMENTS**

The Department agrees to grant to the Provider \$18,487.00 in SFY 2014 for services rendered relative to the allowable costs of the Initiative.

**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 recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Department, the Belmont County Board of Commissioners, and the Ohio Department of Job and Family Services (ODJFS) 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 recipient because of race, color, sex, religion, national origin, or handicapped condition 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 pay the Department the amount to which he/she was not entitled.
- F. In the event that the Children's Trust Fund dollars are 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 said funds are no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon thirty (30) 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. The Provider agrees to abide by all applicable rules and regulations contained in the laws of Ohio and ODJFS rules.
- I. The Provider agrees to cooperate with the BCDJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring that the Provider and its employees meet child support obligations established by state and federal law including compliance with an Order for the withholding of support issued pursuant to the Revised Code.
- J. Amendment: Any written amendment to this agreement shall be prospective in nature and must be signed by both parties.

**PAYMENT PROCEDURES**

- A. The Provider understands that payment for all services depends upon the availability of Children's Trust Fund dollars.
- B. The Provider agrees to submit monthly expense reports to the Department within five (5) working days following the last working day of each month, if possible.

**SIGNATURES**

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

**THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

<u>Lisa Filalkowski /s/ Interim Director</u>	<u>8/20/13</u>
Belmont County Department of Job and Family Services	Date
<u>Janet Groome, Director Student Services</u>	<u>Date</u>
<u>Matt Coffland /s/</u>	<u>8/21/13</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>8/21/13</u>
Belmont County Commissioner	Date
<u>Belmont County Commissioner</u>	<u>Date</u>

Approved as to form:

David K. Liberati /s/ Assistant

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING A RENEWAL CONTRACT BETWEEN BCDJFS AND COMMUNITY ACTION COMMISSION FOR THE HELP ME GROW PROGRAM (EARLY INTERVENTION AND HOME VISITING COMPONENT)**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign a renewal of the contract between Belmont County Department of Job and Family Services and the Community Action Commission of Belmont County, for the Help Me Grow Program (Early Intervention and Home Visiting Component) effective July 1, 2013 through June 30, 2014 in the maximum amount of \$ 69,701.00.

**HELP ME GROW PROGRAM CONTRACT**

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 21st. day of August, 2013, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County, hereinafter referred to as "**Provider**".

**ARTICLE I: PURPOSE**

**Help Me Grow** is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency. **Help Me Grow** services are delivered through a community-based flexible service mechanism, including home visits. The Ohio Department of Health (ODH) has consolidated several programs whose primary target population is infants and toddlers, birth through two years of age. Under this agreement, the Provider shall implement and provide services in accordance with the attached Subsidy Agreement by and between ODH and the Department as it relates to the **Early Intervention and Home Visiting Component** of the **Help Me Grow Program**.

**ARTICLE II: EFFECTIVE DATES**

This contract shall extend from July 1, 2013 through June 30, 2014, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

**ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS**

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$69,701.00 (GRF carryover funds), unless both **Provider** and **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

**ARTICLE IV: GENERAL REGULATIONS**

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may-- from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council-- communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

**ARTICLE V: TERMINATION AND AMENDMENT**

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

**ARTICLE VI: LIMITATION OF LIABILITY**

**Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The



Mr. Probst	Yes
Mrs. Favede	Absent

**IN THE MATTER OF APPROVING AND SIGNING THE CONTRACT  
BETWEEN BCDJFS AND COMMUNITY ACTION COMMISSION FOR THE  
HELP ME GROW PROGRAM (CENTRAL COORDINATION AND AT-RISK YOUTH COMPONENT)**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign the contract between Belmont County Department of Job and Family Services and the Community Action Commission of Belmont County, for the Help Me Grow Program (Central Coordination and At-Risk Youth Component) effective July 1, 2013 through June 30, 2014 in the maximum amount of \$ 22,857.00.

**HELP ME GROW PROGRAM CONTRACT**

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 14th. day of August, 2013, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County, hereinafter referred to as "**Provider**".

**ARTICLE I: PURPOSE**

**Help Me Grow** is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency. **Help Me Grow** services are delivered through a community-based flexible service mechanism, including home visits. The Ohio Department of Health (ODH) has consolidated several programs whose primary target population is infants and toddlers, birth through two years of age. Under this agreement, the Provider shall implement and provide services in accordance with the attached Subsidy Agreement by and between ODH and the Department as it relates to the **Central Coordination and At-Risk Youth Component** of the **Help Me Grow Program**.

**ARTICLE II: EFFECTIVE DATES**

This contract shall extend from July 1, 2013 through June 30, 2014, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

**ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS**

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$22,857.00 (\$21,357 is for Central Coordination and \$1,500 is for At-Risk Youth), unless both **Provider** and **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

**ARTICLE IV: GENERAL REGULATIONS**

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may-- from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council-- communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

**ARTICLE V: TERMINATION AND AMENDMENT**

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

**ARTICLE VI: LIMITATION OF LIABILITY**

**Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of direct damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive remedies for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

**ARTICLE VII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS**

By accepting this contract and by executing this Contract agreement, **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The PROVIDER's certification of compliance with each of these conditions is considered to be a material representation of fact upon the **Department** relied in entering into this Contract agreement.

- A. **Equal Employment Opportunity:** In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. **Religious Freedom:** **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. **PROVIDER Status:** **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. **Assignment of Interests:** **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. **Drug-Free Workplace:** **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. **Records and Reports:** **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

**ARTICLE VIII: CONSTRUCTION**

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

**THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

<u>Lisa Fijalkowski /s/ Interim Director</u>	<u>8/20/13</u>
Belmont County Department of Job and Family Services	Date
<u>Gary Obloy /s/</u>	<u>8/22/13</u>
Gary Obloy, Executive Director CAC of Belmont County	Date
<u>Matt Coffland /s/</u>	<u>8/21/13</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>8/21/13</u>
Belmont County Commissioner	Date
<u>Belmont County Commissioner</u>	<u>Date</u>

Approved as to form:

David K. Liberati /s/ Assistant  
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE FORWARDING OF FUNDS FROM THE BELMONT COUNTY GENERAL FUND TO THE BCDJFS/PUBLIC ASSISTANCE**



**FUND FOR MATCH MONIES**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the forwarding of twenty-thousand dollars (\$20,000.00) from the Belmont County General Fund to the Belmont County Department of Job & Family Services to be used as local funds in their Public Assistance Fund. These funds can be used as local funds for Federal Food Stamp and Medicaid match, thereby netting an additional twenty-thousand dollars (\$20,000.00) from the Federal programs.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
MAYOR VINCE DeFABRIZIO FROM THE 911 BOARD**

Motion made by Mr. Coffland, seconded by Mr. Probst to accept the resignation of Mayor Vince DeFabrizio from the Belmont County 911 Board effective August 13, 2013.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION  
URGING PUCO TO INTERVENE AND PREVENT  
PERMANENT LOSS OF ORMET ALUMINUM SMELTER  
IN HANNIBAL, OHIO**

**COUNTY OF BELMONT, OHIO  
RESOLUTION URGING PUCO TO INTERVENE AND  
PREVENT PERMANENT LOSS OF ORMET ALUMINUM SMELTER IN HANNIBAL OHIO**

**Whereas**, it is unquestionably in the best interest of our community and the Ohio Valley area to retain the Ormet aluminum smelter in Hannibal, Ohio; and,

**Whereas**, Ormet is the third largest aluminum smelter in the country and its loss would have a predictably devastating impact on several of the Ohio Valley's already struggling communities; and,

**Whereas**, the closing of this facility would result in some 1000 hardworking men and women losing their jobs which provide not only the crucial financial support for their families but also the tax revenue vital to the local school district; and,

**Whereas**, American Electric Power (AEP), a private corporation on pace to record \$1 billion profit, almost doubled Ormet's electrical bill this year, making it impossible to continue production; and,

**Whereas**, the Public Utilities Commission of Ohio (PUCO), which regulates utility rates and terms of service, has so far refused to intervene or grant Ormet relief from the rate hike; and

**Now, therefore**, be it resolved that we strongly urge Governor Kasich and PUCO to intervene to provide emergency rate relief from AEP and prevent the permanent loss of this facility and these jobs; and

**Be it further resolved** that copies of this resolution be printed and delivered to Governor John Kasich, to the individual members of the PUCO and to the United Steel Workers, which represents workers in Hannibal.

Adopted this 21st day of August, 2013

Motion made by Commissioner Coffland, seconded by Commission Probst to adopt the foregoing resolution and upon roll call the vote was as follows:

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

**BELMONT COUNTY COMMISSIONERS**

Matt Coffland /s/

Matt Coffland, Vice President

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr.

**OPEN PUBLIC FORUM (continued)** – Fred Maggard asked the board who he should see about getting a guardrail put in on Farmington Road. He was directed to the County Engineer. John Henthorne also noted at Co. Rd. 14 and Co. Rd. 10, where Farmington Road turns towards Blaine, trucks have destroyed the sidewalk when they make the left hand turn. He said it's a safety issue as they have caused a hole near the drain on Co. Rd. 10. Mr. Coffland and Mr. Probst noted the Engineer Fred Bennett would be here at today's meeting shortly and these issues could be discussed with him.

**10:30 Subdivision Hearing-Ross Estates, Richland Township**

Present for the hearing was Ruth Graham, Engineer's Drafting Technician. She advised this subdivision is on Hammond Road. She reported there is sewer and water so this did not have to go through the Health Department. Trustees have approved and there are no issues.

**IN THE MATTER OF FINAL PLAT APPROVAL  
FOR ROSS ESTATES, SECOND ADDITION  
RICHLAND TOWNSHIP SEC 29, T-7, R-4**

**"Hearing Had-10:30 A.M."**

**"FINAL PLAT APPROVAL"  
O.R.C. 711.05**

Motion made by Mr. Coffland to grant the final plat for the following:

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Ross Estates, Second Addition, Richland Township, Sec 29, T-7, R-4, which appears to be regular in form and approved by the proper parties;

**THEREFORE**, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Probst seconded the motion and upon roll call the vote was as follows:

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

**BREAK UNTIL 10:45 A.M.**

**IN THE MATTER OF ENTERING  
INTO EXECUTIVE SESSION AT 11:00 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn executive session.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF ADVERTISING FOR A FULL-TIME REGISTERED NURSE FOR THE JAIL**

Motion made by Mr. Coffland, seconded by Mr. Probst to advertise for a full-time Registered Nurse for the Belmont County Jail at the rate of \$20.00 per hour.

Upon roll call the vote was as follows:

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

**BREAK**

**RECONVENED THURSDAY, AUGUST 21, 2013, AT 11:40 A.M.**

**PRESENT: COMMISSIONERS FAVEDE AND COFFLAND. ABSENT: COMMISSIONER PROBST**

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:41 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:41 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 28th day of August, 2013.

\_\_\_\_\_  
COUNTY COMMISSIONERS

Ginny Favede - Absent

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

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CLERK