

St. Clairsville, Ohio

December 27, 2012

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

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Crystal Springs	Water-Treasurer/General Fund	25.71
A-Quill Corporation	Supplies-Common Pleas/General Fund	581.97
S-First Bank Card Visa	Conference travel expenses/Children Services Fund	6,850.89
Y-Health Plan PPO	January 2013 Hospitalization/Employer's Share Holding Account	365,779.56

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for December 27, 2012 as follow:

<b>FUND</b>	<b>AMOUNT</b>
H-Job & Family, WIA	\$40,393.13

Upon roll call the vote was as follows:

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

**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:

**FOR THE GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0080-A002-D01.001 Salary Official	E-0081-A002-D02.002 Salaries Employees	\$ 1.00

**BEL. CO. LAW LIBRARY RESOURCES BOARD FUND W20**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9720-W020-W07.010 Supplies	E-9720-W020-W03.003 PERS	\$ 36.69

Upon roll call the vote was as follows:

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

**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:

**WWS #3 REVENUE FUND-P05**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P17.002 Salaries	E-3702-P005-P18.010 Supplies	\$ 5,000.00

**SSD #2 REVENUE FUND-P53**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers-Out	E-3705-P053-P15.000 Other Expense	\$ 5,000.00

**BEL. CO. EASTERN CT./COMPUTER FUND-S84**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1570-S084-S07.000 Other Expenses	E-1570-S084-S08.012 Comp Exp.-Equip.	\$ .54

**BEL. CO. EASTERN CT./GENERAL SPECIAL PROJ FUND-S87**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1571-S087-S02.003 PERS	E-1571-S087-S03.006 Hospitalization	\$ .83

**BEL. CO. WESTERN Ct./GENERAL SPECIAL PROJ FUND-S88**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1551-S088-S02.003 PERS	E-1551-S088-S01.002 Salaries	\$ .16

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfers between the following funds:

**GENERAL FUND AND Y91 EMPLOYER'S SHARE HOLDING ACCT. FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9891-Y091-Y01.500 Hospitalization	\$1,500,000.00

**GENERAL FUND AND O30 BOND RET-JAIL CONSTRUCTION FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9212-O030-O08.574 Transfers In/Jail Bond Pymt.	\$ 324,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission on December 27, 2012:

**GENERAL FUND-A00**

E-0257-A015-A15.074 Transfers Out \$1,824,000.00

**OLD SHERIFF'S RESIDENCE/ODOT GRANT-P83 FUND**

E-1703-P083-P07.013 ODOT Grant Expenses \$ 111,589.58

**BEL CO COMMISSIONERS CDBG-T11 FUND**

E-9702-T011-T01.000 Grants \$ 85,749.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated December 27, 2012, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies. CDBG – Grant FORMULA - \$85,749.00 paid into R-9702-T011-T01.501 on Dec. 26, 2012. Draw No. 154, Grant #B-F-11-1AG-1

Upon roll call the vote was as follows:

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

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

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

**BCDJFS** – Sue Hines and Senior Members to travel to Wheeling, WV, on Jan. 10, 2013, for a Bethesda Senior Center outing. Estimated expenses: \$12.00

**ELECTION BOARD** – William Shubat, Kelly McCabe, Cynthia Fregiato, Bob Quirk and John Carl Lehman to travel to Columbus, OH, on Jan. 8-11, 2013, to attend Winter Conference.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION EMPOWERING THE ENGINEER ON BEHALF OF THE COMMISSIONERS TO ENTER INTO CONTRACTS WITH THE DIRECTOR OF ODOT TO COMPLETE PROJECT BEL-70-13.36/BRIDGE REPLACEMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the Preliminary Consent Legislation resolution empowering the Belmont County Engineer, on behalf of the Board of Belmont County Commissioners, to enter into contracts with the Director of the Ohio Department of Transportation to complete Project BEL-70-13.36, PID No. 88897 for the removal and replacement of the bridge carrying County Road 80 over I-70 near the Fox Commerce Industrial Park.

*Note: This bridge is 50 years old. The contractor will not be permitted to close the bridge until September 9, 2013 due to the County Fair and Jamboree In The Hills.*

**PRELIMINARY CONSENT LEGISLATION**

**Resolution #N/A 12/27/12**  
**PID No. 88897**  
**County/Route/Section BEL-70-13.36**

The following is a Resolution enacted by the Board of County Commissioners of Belmont County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

**SECTION I- Project Description**

WHEREAS, the STATE has identified the need for the described project:

This project is located in Richland Township in Belmont County. The project includes the rehabilitation of the bridge carrying County Road 80 over Interstate 70 at the 13.36 SLM along IR 70. The rehabilitation project will include the removal and replacement of the existing superstructure. The existing width of the bridge does not allow for part-width construction, and as such the only alternative available to replace the superstructure is using a detour. It is anticipated that the closure will be limited to 75 days. The project has a sale date of June 06, 2013.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Belmont County, Ohio.

**SECTION II- Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

**SECTION III- Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

ODOT shall assume and bear 100% of the necessary costs of the State's highway improvement project. In the event the County requests certain features or appurtenances be included within the State's highway improvement project's design and construction, and which features and appurtenances are determined by the State and FHWA to be not necessary for the State's project, the County shall contribute 100% of the cost of those items.

**SECTION IV- Utilities and Right of Way Statement**

The LPA grants permission to the Director of the Ohio Department of Transportation to acquire in the name of the LPA all necessary right of way required for the described project.

The LPA agrees to be responsible to ensure that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR and the ODOT Utilities Manual.

**SECTION V- Maintenance**

Upon completion of the project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the project; (3) maintain the right of way, keeping it free of obstruction, and; (4) hold said right of way inviolate for public highway purposes.

**SECTION VI- Authority to Sign**

The County Engineer of said Belmont County is hereby empowered on behalf of the Board of County Commissioners of Belmont County to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: December 27, 2012

Attested: <u>Jayne Long /s/</u> Clerk	<u>Matt Coffland /s/</u> Belmont County Commissioner
Attested: <u>Jayne Long /s/</u> Clerk	<u>Charles R. Probst, Jr. /s/</u> Belmont County Commissioner
Attested: <u>Jayne Long /s/</u> Clerk	<u>Ginny Favede /s/</u> Belmont County Commissioner

This Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and in force from and after the earliest period allowed by law.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION EMPOWERING THE ENGINEER ON BEHALF OF THE COMMISSIONERS TO ENTER INTO CONTRACTS WITH THE DIRECTOR OF ODOT TO COMPLETE PROJECT BEL-70-8.65/BRIDGE REPLACEMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the Preliminary Consent Legislation resolution empowering the Belmont County Engineer, on behalf of the Board of Belmont County Commissioners, to enter into contracts with the Director of the Ohio Department of Transportation to complete Project BEL-70-8.65, PID No. 91548 for the removal and replacement of the bridge carrying County Road 26 over I-70 at Morristown.

*Note: This bridge is also 50 years old.*

**PRELIMINARY CONSENT LEGISLATION**

**Resolution #N/A 12/27/12**  
**PID No. 91548**  
**County/Route/Section BEL-70-8.65**

The following is a Resolution enacted by the Board of County Commissioners of Belmont County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

**SECTION I- Project Description**

WHEREAS, the STATE has identified the need for the described project:

This project is located in Union Township in Belmont County. The project includes the rehabilitation of the bridge carrying County Road 26 over Interstate 70 at SLM 8.65 along IR 70. The bridge rehabilitation project will include the removal and replacement of the existing superstructure. The existing geometry and beam configuration of the bridge does not allow for part-width construction and the project will be constructed using a detour. It is anticipated that the closure duration will be limited to 75 days. The project has a sale date of June 06, 2013. NOW THEREFORE, be it ordained by the Board of County Commissioners of Belmont County, Ohio.

**SECTION II- Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

**SECTION III- Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

ODOT shall assume and bear 100% of the necessary costs of the State's highway improvement project. In the event the County requests certain features or appurtenances be included within the State's highway improvement project's design and construction, and which features and appurtenances are determined by the State and FHWA to be not necessary for the State's project, the County shall contribute 100% of the cost of those items.

**SECTION IV- Utilities and Right of Way Statement**

The LPA grants permission to the Director of the Ohio Department of Transportation to acquire in the name of the LPA all necessary right of way required for the described project.

The LPA agrees to be responsible to ensure that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR and the ODOT Utilities Manual.

**SECTION V- Maintenance**

Upon completion of the project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the project; (3) maintain the right of way, keeping it free of obstruction, and; (4) hold said right of way inviolate for public highway purposes.

**SECTION VI- Authority to Sign**

The County Engineer of said Belmont County is hereby empowered on behalf of the Board of County Commissioners of Belmont County to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: December 27, 2012

Attested: <u>Jayne Long /s/</u> Clerk	<u>Matt Coffland /s/</u> Belmont County Commissioner
Attested: <u>Jayne Long /s/</u> Clerk	<u>Charles R. Probst, Jr. /s/</u> Belmont County Commissioner
Attested: <u>Jayne Long /s/</u> Clerk	<u>Ginny Favede /s/</u> Belmont County Commissioner

This Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and in force from and after the earliest period allowed by law.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR SCOOTERS PLACE LLC  
DBA SCOOTERS PLACE, RICHLAND TOWNSHIP, GLENCOE, OHIO**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners **does not** request a hearing on the matter of a request for a new liquor permit for Scooters Place LLC, DBA Scooters Place, 50101 Glencoe Stewartsville Rd, 1<sup>st</sup> Fl., PO Box 94, Richland Twp., Glencoe, OH 43928. There have been no objections received and the Board of County Commissioners has no objections to the permit.

*D3A-Extend issued permit privileges until 2:30 am.*

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM – None.**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:12 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Mark Lucas and Brian Butcher of Clemans-Nelson & Associates, pursuant to ORC 121.22(G)(1) Personnel Exception to discuss the employment and compensation of public employees and 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

*Note: Mrs. Favede left the meeting for an appointment.*

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION**

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

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**IN THE MATTER OF ENTERING A ROADWAY USE AND  
MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR  
PROJECTS AND INFRASTRUCTURE WITH OHIO GATHERIN CO., LLC**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a **Roadway Use and Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Ohio Gathering Company, LLC, for use of County Roads for ingress and egress from the Spencer to Arrowhead Trunk Pipeline, the Seneca Plant to Cadiz Plant Pipeline and the Hendrysburg Wells Trunkline for pipeline activity, based upon the recommendation of Fred Bennett, County Engineer as follows:

- o 2.95 miles of CR 26 (Old Twenty Six Road)
- o 2.7 miles of CR 98 (Badgersburg Road)
- o 4.18 miles of CR 102 (Mt. Olivett Road)
- o 1.0 miles of CR 100 (McMillan Road)

*Note: Ohio Gatherings will post a \$5 million bond that will cover these county roads and various other county roads as part of this ongoing pipeline project.*

**ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE  
AND COMPRESSOR PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ohio Gathering Company, L.L.C., whose mailing address is 101 East Market Street, Cadiz, Ohio 43907 (hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Kirkwood, Warren, Goshen and Union Townships, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the owner of certain right of way and field agreements, and intends to construct, operate and maintain certain pipeline facilities [The Spencer to Arrowhead Trunk Pipeline the Seneca Plant to Cadiz Plant Pipeline and Hendrysburg Wells Trunkline], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [The Spencer to Arrowhead Trunk Pipeline the Seneca Plant to Cadiz Plant Pipeline and the Hendrysburg Wells Trunkline] located in Kirkwood, Warren, Goshen and Union Townships, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 2.95 miles of CR-26 (Old Twenty Six Road), 2.7 miles of CR-98 (Badgersburg Road), 4.18 miles of CR-102 (Mt. Olivett Road) and 1.0 miles of CR-100 (McMillan Road) for the purpose of ingress to and egress from the pipeline facilities [The Spencer to Arrowhead Trunk Pipeline the Seneca Plant to Cadiz Plant Pipeline and the Hendrysburg Wells Trunkline], for traffic necessary for the purpose of constructing the pipe line facilities (herein after referred to collectively as "Pipeline Activity"); and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 6 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-pipeline activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR-26 (Old Twenty Six Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR-147 (Bethesda Belmont Road) and ending at the intersection of US-40 (National Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-26 (Old Twenty Six Road), for any of its Pipeline Activities hereunder.

2. The portion of CR-98 (Badgersburg Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-100 (McMillan Road) and ending at the intersection of CR-26 (Old Twenty Six Road). **This represents the entire length of CR098 (Badgersburg Road).**

3. The portion of CR-100 (McMillan Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of US-40 (National Road) and ending at the intersection of TR-174 (Winding Hill Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-100 (McMillan Road) for any of its Pipeline Activities hereunder.

4. The portion of CR-102 (Mt. Olivet Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR-800 (Barnesville Hendrysburg Road) and ending at the intersection of TR-176 (Joe Jeffers Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-102 (Mt. Olivett Road) for any of its Pipeline Activities hereunder.

5. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

6. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

7. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

8. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Routes, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-Wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of the Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

9. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

10. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

11. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

12. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

13. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including attorney's fees which are attributable to pipeline activity which arise or are claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Pipeline Activity whatsoever.

14. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

15. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

16. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

17. Agreement shall be governed by the laws of the State of Ohio.

18. This Agreement shall be in effect on December 27, 2012.

Executed in duplicate on the dates set forth below.

By: Matt Coffland /s/  
Commissioner

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

By: \_\_\_\_\_  
Commissioner

By: Fred F. Bennett /s/  
County Engineer

Dated: 12/27/12

Approved as to Form: Chris Berhalter /s/  
County Prosecutor

By: Brian Rayburn /s/

Printed Name: Brian Rayburn

Company Name: Ohio Gathering Co., L.L.C.

Title: Regional Manager

Dated: \_\_\_\_\_

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the road prior to Pipeline Activity.

- 2) Maintain CR/TR during Pipeline Activities for those damages caused by said Pipeline Activities.
- 3) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Pipeline Activities.
- 4) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law.
- 5) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show compliance.
- 6) Operator agrees and understands that there is a temporary bridge structure on CR-98 (Badgersburg Road) which has an unknown load rating and is not currently posted for a load limit, and will utilize that bridge at its own risk. Operator assumes all responsibility to damage to its vehicles and injury to operators who utilize the bridge and will not hold the Authority liable for any such damage or injury. Should the temporary bridge be damaged by the Operator or his agents or contractors, the Authority agrees that repair or replacement is not required, since a permanent replacement bridge is currently planned for construction in early 2013.
- 7) Operator has obtained a County-Wide Bond in the amount of \$5,000,000.00 (Five Million Dollars) for use of any County Road. Bond Number 022043109 is on file at the County Engineer's Office.

Authority shall:

- 1) Provide for minor maintenance of the road during the Pipeline Activity for damages not caused by said Pipeline Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.
- 3) Provide for road closure signs and barricades should the Operator cause damage to the temporary bridge on CR-98 (Badgersburg Road).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING VENDOR AGREEMENTS  
ON BEHALF OF BCDJFS FOR MEDICAL TRANSPORTATION  
FOR TITLE XIX (19) INDIVIDUALS**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into Vendor Agreements, on behalf of the Belmont County Department of Job & Family Services, for the provision of transportation for Title XIX (19) individuals to medical appointments, effective January 1, 2013 through December 31, 2013 in an amount not to exceed \$50,000.00 as follows:

**Vendor**

- Barnesville Taxi
- Neffs Fire Department
- Martins Ferry EMS
- NCR Foundation

*Note: Levy funds will not be used for these Medicaid Title XIX contracts.*

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

This agreement to provide transportation is made and entered into this 1st day of January, 2013 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Taxi Service, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2013 through December 31, 2013 inclusive, unless otherwise terminated.

**GENERAL REGULATIONS**

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- G. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- H. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- I. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

**PAYMENT PROCEDURES**

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$10.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per passenger each way. There will be a \$10.00 charge in the event of a no show. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement is up to \$ 50,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be \_\_\_\_\_ required by the Department of Job

- and Family Services. In addition to the fees set above, (defined in Article A), an annual \$500.00 inspection fee will be incurred.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. I hereby understand and agree to the terms of this agreement.

This agreement signed on the \_\_\_\_\_ day of January, 2013.

Signature Dwayne Pielech /s/ Signature Aaron K. Wildman  
 Dept. of Job and Family Services Provider Signature

Belmont County Department of Job and Family Services  
 Division of Social Services  
 310 Fox-Shannon Place  
 St. Clairsville, Ohio 43950  
 (740) 695-1074

Date 1-3-13 Date \_\_\_\_\_  
 Signature Matt Coffland /s/ Date 12/27/12  
 Signature Charles R. Probst, Jr. /s/ Date 12/27/12  
 Signature Ginny Favede /s/ Date 12/27/12  
 Belmont County Commissioners

Approved as to form David K. Liberati /s/ Date 1-2-13  
 Prosecutor Assistant

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

This agreement to provide transportation is made and entered into this 1st day of January, 2013 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Neffs Fire Department, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2013 through December 31, 2013 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Belmont County Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- E. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per client each way. Also, there will be a \$10.00 fee in the event of a no show. In addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- F. The maximum amount billable under this agreement will not exceed \$ 50,000.00.
- G. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- H. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- I. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service

I hereby understand and agree to the terms of this agreement.  
 This agreement signed on the 3rd day of January, 2013.

Signature Dwayne Pielech /s/ Signature John Driscoll /s/  
 Dept. of Job and Family Services Provider Signature

Belmont County Department of Job and Family Services  
 Division of Social Services  
 310 Fox-Shannon Place  
 St. Clairsville, Ohio 43950  
 (740) 695-1074

Date 1-3-13 Date 1-3-13

Signature  Matt Coffland /s/   
Signature  Charles R. Probst, Jr. /s/   
Signature  Ginny Favede /s/   
Belmont County Commissioners  
Approved as to form  David K. Liberati /s/   
Prosecutor Assistant

Date  12/27/12   
Date  12/27/12   
Date  12/27/12   
Date  1-2-13

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT

This agreement to provide  transportation  is made and entered into this  1st day of January, 2013  by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and  Martins Ferry EMS , a provider of  Title XIX Services , hereinafter referred to as Provider. This agreement will be effective from  January 1, 2013 through December 31, 2013  inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Belmont County Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider  \$2.50 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per client each way. Also, there will be a \$10.00 feet in the event of a no show. In addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement will not exceed  \$50,000.00 .
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- E. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the  3rd  day of  January, 2013 .

Signature  Dwayne Pielech /s/   
Dept. of Job and Family Services

Signature  David L. Snyder, Jr. /s/   
Provider Signature

Belmont County Department of Job and Family Services  
Division of Social Services  
310 Fox-Shannon Place  
St. Clairsville, Ohio 43950  
(740) 695-1074

Date  1-3-13   
Signature  Matt Coffland /s/   
Signature  Charles R. Probst, Jr. /s/   
Signature  Ginny Favede /s/   
Belmont County Commissioners  
Approved as to form  David K. Liberati /s/   
Prosecutor Assistant

Date \_\_\_\_\_  
Date  12/27/12   
Date  12/27/12   
Date  12/27/12   
Date  1-2-13

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT

This agreement to provide  transportation  is made and entered into this  1st day of January, 2013  by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and  NCR Foundation , a provider of  Title XIX Services , hereinafter referred to as Provider. This agreement will be effective from  January 1, 2013 through December 31, 2013  inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.



- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- G. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- H. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- I. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Belmont County Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per client each way. Also, there will be a \$10.00 fee in the event of a no show. In addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement will not exceed \$ 50,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- E. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 16 day of January, 2013.

Signature Dwayne Pielech /s/  
Dept. of Job and Family Services

Signature ?/s/  
Provider Signature

Belmont County Department of Job and Family Services  
Division of Social Services  
310 Fox-Shannon Place  
St. Clairsville, Ohio 43950  
(740) 695-1074

Date 1-3-13  
Signature Matt Coffland /s/  
Signature Charles R. Probst, Jr. /s/  
Signature Ginny Favede /s/  
Belmont County Commissioners

Date \_\_\_\_\_  
Date 12/27/12  
Date 12/27/12  
Date 12/27/12

Approved as to form David K. Liberati /s/  
Prosecutor Assistant

Date 1-2-13

Upon roll call the vote was as follows:

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

**BREAK**

**RECONVENED DECEMBER 31, 2012, AT 10:20 A.M. ALL COMMISSIONERS PRESENT.**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:20 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:18 P.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF AUTHORIZING THE HUMAN RESOURCE MANAGER TO CONTINUE THE INVESTIGATION AUTHORIZED BY THE BOARD OF COMMISSIONERS REGARDING 911 AND PLACING THE 911 DIRECTOR ON ADMINISTRATIVE LEAVE WITH PAY**

Motion made by Mr. Probst, seconded by Mr. Coffland to authorize the Human Resource Manager to continue the investigation authorized by the Board of Commissioners on December 5, 2012, and to take other appropriate related action on behalf of the commissioners with respect to the same; and furthermore, the Board of Commissioners places the Belmont County 911 Director on Administrative Leave with pay, effective immediately, for her benefit and the county's and for the protection of persons and property under her care while the investigation proceeds.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING BRYAN MINDER AS THE ACTING BELMONT CO. 911 DIRECTOR**

Motion made by Mr. Probst, seconded by Mr. Coffland to appoint Bryan Minder as the acting Belmont County 911 Director effective immediately while the Director is on paid administrative leave.

Upon roll call the vote was as follows;

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

**RECONVENED WEDNESDAY, JANUARY 2, 2013 AT 1:07 P.M. ALL COMMISSIONERS PRESENT.**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with HR Director Christine Palmer, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of public employee.

Upon roll call the vote was as follows:

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

*Note: Commissioner Coffland left during executive session.*

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION**

Motion made by Mr. Probst, seconded by Mrs. Favede to exit executive session.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting.

Upon roll call the vote was as follows:

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

Read, approved and signed this 3rd day of January, 2013.

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

We, Charles R. Probst, Jr. 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