

St. Clairsville, Ohio

March 13, 2013

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-AT&T	Fax line-Magistrate/General Fund	79.19
A-Cannon IV, Inc.	Ink cartridges-GIS Projects/General Fund	853.63
A-Draft-Co., Inc.	Fire District Mapping-GIS Projects/General Fund	1,259.50
A-ESRI, Inc.	Software Maintenance-GIS Projects/General Fund	4,187.00
A-John M. Zingo & others	Salaries-Veterans/General Fund	5,025.00
A-Municipal Utilities	Misc. utilities/General Fund	9,058.52
A-Redwood Toxicology	Drug testing/General Fund	1,198.87
A-Sew Biz	Shirts for officers-Adult Probation/General Fund	158.00
A-Treasurer of State of Ohio	Audit Fees/General Fund	8,915.00
E-AT&T	Wireless/911 Wireless Fund	577.73
K-Huntington National Bank	Principal payment-vehicle bond/Engineer MVGT Fund	258,000.00
K-Huntington National Bank	Interest payment-vehicle bond/Engineer MVGT Fund	4,502.46
K-Ohio-WV Excavating Co.	Town Hill Bridge Replacement/Engineer MVGT Fund	30,003.71
K-Wells Fargo Payment Center	Visa card/Engineer MVGT Fund	422.60
P-Belmont Co. Sanitary Sewer	Transfers out/BCSSD Funds	94,344.00
P-Borden Office Equipment Co.	Supplies/BCSSD Funds	1,029.95
P-South Central	Services/WWS#3 Revenue Fund	8,811.14
P-South Central Power Co.	Services/BCSSD Funds	3,144.73
P-W. W. System #3	Purchased water/WWS#2 Revenue Fund	139,406.30
P-ZEP Manufacturing Co.	Supplies/BCSSD Funds	1,975.75
S-AT&T	Office phones/Port Authority Fund	121.12
S-AT&T	Internet/Northern Div. Ct. Computer Fund	61.02
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	1,120.00
S-Comcast	Title phone/Certificate of Title Admn Fund	71.63
S-Lowe's	Materials/Oakview Juvenile Residential Center Fund	100.06
S-OPEX Communications, Inc.	Communications/Oakview Juvenile Residential Center Fund	74.44
S-Riesbeck's Food Markets, Inc.	Food/District Detention Home Fund	1,125.82
S-TSG	Hard drive & block time agreement/Northern Div. Ct. Computer Fund	3,780.00
S-TSG	Block time agreement/Eastern Div. Ct. Computer Fund	3,500.00
S-Village of Bellaire	Property Sales/Purchases/Port Authority Fund	20,000.00
Y-Belmont County Recorder	Lien release fees/Tax certificate Admn. Fund	96.00

**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 March 13, 2013 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$79,868.02; \$6,620.09
A-GENERAL/AUDITOR	\$3,367.23
A-GENERAL/COMMON PLEAS COURT	\$734.83
A-GENERAL/JUVENILE COURT	\$2,765.19
A-GENERAL/PROBATE COURT	\$640.00
A-GENERAL/SHERIFF	\$32,620.38
A-GENERAL/911	\$33,620.67
B-Dog Kennel	\$2,133.61
G-Convention & Visitors Bureau	\$70,000.00
H-Job & Family, CSEA	\$681.70
H-Job & Family, Public Assistance	\$9,642.61; \$629.96; \$89,987.17
H-Job & Family, WIA	\$61,345.15; \$1,239.00; \$7,381.10
J-Real Estate Assessment	\$1,093.44
K-Engineer MVGT	\$3,826.25; \$26,553.57
M-Juvenile Ct. – Care and Custody	\$870.00
M-Juvenile Ct. – Title IV-E Reimb.	\$18,103.37
M-Juvenile Ct. – Truant Officer Grant	\$129.40
P-Oakview Admn Bldg.	1,781.68
P-Sanitary Sewer District	\$3,605.90; \$2,240.45; \$3,360.14; \$2,026.74
S-Clerk of Courts Computer	\$6,307.95
S-District Detention Home	\$3,227.27; \$590.85
S-Job & Family, Children Services	\$68,076.37
S-Job & Family, Senior Program	\$17,145.86; \$21,424.23
S-Juvenile Ct. – Computer Fund	\$193.90
S-Oakview Juvenile Residential Center	\$4,446.99
S-Sheriff Commissary	\$4,776.33
S-Sheriff CCW	\$3,495.00
T-CDBG	\$11,603.00

T-Sanitary Sewer District \$378.46  
 U-Sheriff Reserve Account \$70.95  
 W-Law Library \$7,409.36

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 Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within the following funds:

**BCDJFS/WORKFORCE DEVELOPMENT FUND H05**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2600-H005-H01.000 In-School Youth	E-2600-H005-H02.000 Out of School Youth	\$ 15,000.00

**BCDJFS/CSEA FUND H10**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2760-H010-H01.002 Salaries	E-2760-H010-H15.000 Other Expenses	\$ 100,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE  
 WAIVED HOSPITALIZATION CHARGEBACKS FOR  
 THE MONTHS OF DECEMBER, 2012, JANUARY & FEBRUARY, 2013**

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

for Waived Hospitalization for the months of December, 2012, January & February, 2013.

<b>FROM</b>	<b>GENERAL</b>	<b>TO</b>	
<b>E-0256-A014-A08.006</b>	<b>GENERAL</b>	<b>R-9891-Y091-Y03.500</b>	<b>7,333.31</b>
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	750.00
E-5005-S007-S06.006	BCDJFS SENIOR PROGRAM	R-9891-Y091-Y03.500	1,500.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	266.45
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	640.02
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	170.73
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	132.81
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	29.10
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	10.89
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	583.33
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	666.66
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	250.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	0.00
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	500.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,583.33
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	750.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	500.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,000.00
E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,416.66
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	0.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
	CERT OF TITLE/CLK OF		
E-6010-S079-S07.006	COURTS	R-9891-Y091-Y03.500	0.00
	WESTERN CT. GEN. SPEC.		
E-1551-S088-S03.006	PROJECTS	R-9891-Y091-Y03.500	250.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	250.00
	<b>TOTAL</b>		<b>22,083.29</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
 THE VISION INSURANCE CHARGEBACKS  
 FOR THE MONTHS OF FEBRUARY AND MARCH, 2013**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for

the Vision Insurance Chargebacks for the months of February and March, 2013.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,533.30
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	93.42
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	131.40
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	6.03

E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	12.06
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	55.44
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	83.16
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	391.77
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	88.02
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	55.44
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	13.86
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	0.00
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	55.44
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	39.78
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	0.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	33.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	3.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	30.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	15.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	17.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	29.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	33.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	131.06
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	79.56
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	404.37
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	55.44
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	0.00
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	559.26
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	206.10
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	102.71
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	327.81
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	88.91
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	69.39
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	14.98
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	6.13
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	83.16

E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	150.66
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	313.38
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>0.00</u>
<b>TOTAL</b>		<b>8,422.92</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE DELTA DENTAL CHARGEBACKS FOR  
THE MONTHS OF FEBRUARY AND MARCH, 2013**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Delta Dental Chargebacks for the months of February and March, 2013.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	16,581.17
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	332.60
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	459.44
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	205.76
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	308.64
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	0.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	11.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	96.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	106.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	53.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	60.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	471.06
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	101.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	117.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	18.85
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,386.95
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	291.38
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	51.44
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	0.00
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	205.76
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-	140.58

	Y07.500	
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	281.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,483.13
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	205.76
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	0.00
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	205.76
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	367.91
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,169.46
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	320.83
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	250.00
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	54.12
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	20.19
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	308.64
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	205.76
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	552.10
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,141.90
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	<u>0.00</u>
<b>TOTAL</b>		<b>28,116.45</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE EXPRESS SCRIPTS CHARGEBACKS  
FOR THE MONTHS OF FEBRUARY AND MARCH, 2013**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Express Scripts Chargebacks for the months of February and March, 2013.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	30,147.74
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	380.60
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	1,576.04
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	2,595.23
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	625.82
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	217.12
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	217.12
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y08.500	108.56
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	0.00
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y08.500	40.87
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	298.86
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y08.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y08.500	81.74
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	298.86
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	163.48
E-2410-S066-S80.000 MENTAL RETARDATION	R-9891-Y091-Y08.500	9,124.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	19,148.26
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	3,219.60
E-2230-F082-F01.002 PREP	R-9891-Y091-Y08.500	0.00

E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	14.11
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y08.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y08.500	173.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	0.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y08.500	192.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y08.500	85.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y08.500	97.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y08.500	163.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y08.500	189.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	654.95
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	217.12
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	0.00
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	298.86
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	217.12
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	613.49
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	2,079.69
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	531.93
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	414.63
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y08.500	89.49
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	33.34
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	217.12
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	434.24
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	434.24
E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	434.24
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y08.500	6,157.02
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	978.32
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	1,982.18
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	<u>0.00</u>
<b>TOTAL</b>		<b>84,945.15</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:  
**AUDITOR** – Sheila Turner to travel to Columbus, OH, on March 21, 2013, to attend STRS Ohio Employer Self Service Training. A county car will not be used. Estimated expenses: \$100.00

**ELECTION BOARD** – Entire staff to travel to Logan, OH, on March 15, 2013, to attend a regional Secretary of State Seminar.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners **regular meetings** of February 13, 2013.

Upon roll call the vote was as follows:

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

**REMINDER-The Board will meet at 9:00 a.m. on Wednesday, March 20 instead of 10:00 a.m. in order to attend the OMEGA ANNUAL MEMBERSHIP MEETING at noon in West Lafayette.**

<b><u>IN THE MATTER OF</u></b> _____ ]	[Belmont Co. Commissioners
<b><u>PLAT OF BROOKFIELD LANE (PRIVATE)</u></b> _____ ]	[Courthouse
<b><u>RICHLAND TOWNSHIP SEC 23 &amp; 29, T-7, R-4</u></b> _____ ]	[St. Clairsville, Ohio 43950
_____ ]	[Date <u>March 13, 2013</u>

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Brookfield Lane (Private), Richland Township Sections 23 and 29, T 7, R 4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
 Revised Code Sec. 711.05

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To: Cindi Henry, F.O., Richland Township Trustees, P.O. Box 16, St. Clairsville, OH 43950.

You are hereby notified that the 27th day of March, 2013, at 10:45 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

- Mail by certified return receipt requested
- cc: Richland Township Trustees  
Upon roll call the vote was as follows:

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

<u>In the Matter of Proposed Road Name Change</u>	<u>{Bel. Co. Commissioners</u>
<u>Twp. Rd. 167 (Wagner Road) to Basket Road</u>	<u>{Court House</u>
<u>Warren Township Sec 36, T-8, R-6</u>	<u>{St. Clairsville, OH 43950</u>
<u>_____</u>	<u>{Date March 13, 2013</u>

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the hearing in regards to request to change the name of Wagner Road to Basket Road in Warren Township Section 36, T-8, R-6, pursuant to the Ohio Revised Code Section 5541.04 and proceed with the required notifications.

**NOTICE OF HEARING FOR  
PROPOSED NAME CHANGE FOR  
COUNTY OR TOWNSHIP ROAD  
Revised Code Sec. 5541.04**

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To Nancy Detling, F.O., Warren Township Trustees, 61881 Bailey Road, Barnesville, OH 43713.

You are hereby notified that the 27th day of March, 2013, at 11:00 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

- cc: Warren Township Trustees  
Ruth/Engineer's  
Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Ohio Gatherings Co., LLC, for the use of 3.4 miles of County Road 120 (Douglass Rd) and .45 miles of County Road 114 (Fairview Rd) for the purpose of ingress and egress for pipeline activity.

*Note: \$5 million dollar bond on file*

**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 West Main Street, Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ohio Gathering Co, 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 roads within Kirkwood and Warren 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 facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] located in Kirkwood and Warren Townships in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 3.4 miles of CR-120 (Douglass Road), and .45 miles of CR-114 (Fairview Road) for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], 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 4 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-120 (Douglass Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR-147 (South Leatherwood Road) and ending at the intersection of CR-114 (Fairview Road). **This represents the entire length of CR-120 (Douglass Road).**

2. The portion of CR-114 (Fairview Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-162 (Lowe Road) and ending at the intersection of CR-120 (Douglass Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-114 (Fairview Road) for any of its Pipeline Activities hereunder.
3. 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.
4. 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.
5. 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.
6. 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 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs 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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority"
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. 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.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on March 13, 2013.

Executed in duplicate on the dates set forth below.

<b><u>Authority</u></b>	<b><u>Operator</u></b>
By: <u>Matt Coffland /s/</u> Commissioner	By: <u>Adam Tobia /s/</u>
By: <u>Charles R. Probst, Jr. /s/</u> Commissioner	Printed Name: <u>Adam Tobia</u>
By: <u>Ginny Favede /s/</u> Commissioner	Company Name: <u>Ohio Gathering Co., L.L.C.</u>
By: <u>Fred Bennett /s/</u> County Engineer	Title: <u>Regional Manager</u>
Dated: <u>3/13/13</u>	Dated: <u>2/22/13</u>
Approved as to Form: <u>David K. Liberati /s/ Assistant</u> County Prosecutor	

**Appendix A**

Operator shall be required to:

- 1) Provide for videotaping of the roads prior to Pipeline Activity.
- 2) Maintain County Roads during Pipeline Activities for those damages caused by said Pipeline Activities.
- 3) Reimburse the Authority for minor maintenance of the roads 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 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.
- 7) Communicate (via email/phone) with the County on a regularly scheduled interval to ensure that MarkWest/Ohio Gathering Company is aware of and that roadway issues are being resolved.

Authority shall:

- 1) Provide for minor maintenance of the roads 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 roadways and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

**Appendix A (Continued)**

**Primary Contact:**

Jeff Breen  
 MarkWest Utica E.M.G./Ohio Gathering Company  
 101 East Market Street  
 Cadiz, OH 43907  
**(412) 852-1101 (cell)**  
[jbreen@markwest.com](mailto:jbreen@markwest.com)

**Secondary Contact:**

Consultant to MarkWest/Ohio Gathering Company  
 Mandy K. Bishop, PE, SI  
 GPD Group  
 1801 Watermark Dr., Suite 150  
 Columbus, OH 43215  
 (614) 859-1617 (office/direct)  
**(614) 638-5908 (cell) - best**  
[mbishop@gpdgroup.com](mailto:mbishop@gpdgroup.com)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENT TO  
 VENDOR AGREEMENTS WITH BARNESVILLE TAXI  
 AND NCR FOUNDATION FOR TRANSPORTATION/BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment to the Vendor Agreements, on behalf of Belmont County Department of Job & Family Services, for the provision of transportation for Title XIX (19) individuals to medical appointments, to increase the maximum amount of the agreement from \$50,000.00 to \$150,000.00 due to increases in usage as follows:

**Vendor**

Barnesville Taxi  
NCR Foundation

**AMENDMENT TO VENDOR AGREEMENT  
 WITH BARNESVILLE TAXI**

The parties agree to increase the maximum amount of the agreement from \$50,000.00 to \$150,000.00, the additional \$100,000.00 is due to increases in usage. This amendment will take effect February 1, 2013 – February 28, 2014. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

<u>Dwayne Pielech /s/</u>	<u>3-11-13</u>
Dwayne Pielech, Director	Date

_____	_____
Aaron Wildman	Date

<u>Matt Coffland /s/</u>	<u>3/13/13</u>
Belmont County Commissioner	Date

<u>Charles R. Probst, Jr. /s/</u>	<u>3/13/13</u>
Belmont County Commissioner	Date

_____	_____
Belmont County Commissioner	Date

<u>David K. Liberati /s/</u>	<u>3-12-13</u>
Belmont County Prosecutor	Date

_____	_____
Belmont County Commissioner	Date

<u>David K. Liberati /s/</u>	<u>3-12-13</u>
Belmont County Prosecutor	Date

_____	_____
Belmont County Commissioner	Date

<u>David K. Liberati /s/</u>	<u>3-12-13</u>
Belmont County Prosecutor	Date

**AMENDMENT TO VENDOR AGREEMENT  
 WITH NCR FOUNDATION**

The parties agree to increase the maximum amount of the agreement from \$50,000.00 to \$150,000.00 due to increases in usage. This is an increase of \$100,000.00 that will be in effect February 1, 2013 through February 28, 2014. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

<u>Dwayne Pielech /s/</u>	<u>3-11-13</u>
Dwayne Pielech, Director	Date

_____	_____
Van J. Ambrose	Date

<u>Matt Coffland /s/</u>	<u>3/13/13</u>
Belmont County Commissioner	Date

<u>Charles R. Probst, Jr. /s/</u>	<u>3/13/13</u>
Belmont County Commissioner	Date

_____	_____
Belmont County Commissioner	Date

<u>David K. Liberati /s/</u>	<u>3-12-13</u>
Belmont County Prosecutor	Date

_____	_____
Belmont County Commissioner	Date

<u>David K. Liberati /s/</u>	<u>3-12-13</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mrs. Favede	Abstain
-------------	---------

Mr. Coffland Yes  
Mr. Probst Yes

DISCUSSION-Mike Bianconi said, "May I ask why you are abstaining?" Mrs. Favede replied, "I have had an issue with driving senior citizens to and from their medical appointments with taxis versus utilizing the Senior Services drivers."

**IN THE MATTER OF AMENDMENT TO VENDOR AGREEMENTS WITH MARTINS FERRY EMS AND NEFFS EMS FOR TRANSPORTATION/BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment to the Vendor Agreements, on behalf of Belmont County Department of Job & Family Services, for the provision of transportation for Title XIX (19) individuals to medical appointments, to increase the maximum amount of the agreement from \$50,000.00 to \$450,000.00 due to increases in usage as follows:

**Vendor**

Martins Ferry EMS  
Neffs Fire Department

**DISCUSSION HELD** – Mr. Probst questioned the term of the amendment which was for Feb. 1, 2013 through Feb. 28, 2014. Mr. Probst stated he thought we were doing this one month at a time. He did note that this was using federal dollars, not levy dollars. He questioned why this was for a one year term. The Clerk said Consultant Mark Lucas has reviewed these and she did have a discussion with Dwayne Pielech who advised the board had the option to cancel at any time. Mr. Probst said as good as things are going, there are some complaints, and there needs to be better oversight with some of the transportation needs. There is an issue with one of the fire departments. He is comfortable with doing month-to-month. Mr. Probst already voted yes for the previous motion and he said he doesn't know how to go back and rescind his affirmative vote, since the term is for one year. He thought he was voting for a term of one month. Mr. Coffland questioned "but advice from our attorney, did he not say they could be canceled any time during the year?" The Clerk answered that Mr. Lucas was comfortable that the board could get out of it. Mr. Coffland said, "we held up and requested a legal opinion last week, we have received it." He asked that both motions stay on the table and be passed. He stated he does not want to hold up allowing our fire departments to continue the services that they provide to the seniors. Mrs. Favede corrected Mr. Coffland by stating the amendments were just received on Monday and not last week. Mr. Probst said this motion needs an explanation behind it. Mr. Probst agreed it is important that these services continue.

Upon roll call the vote was as follows:

Mrs. Favede Abstain  
Mr. Coffland Yes  
Mr. Probst No

**10:30 Public Hearing-Robert Seitz, Mining Engineer, Oxford Mining  
Re: Public Road Consent**

Present for the hearing were Engineer Fred Bennett, Robert DeFrank of The Times Leader and Al Molnar of The Intelligencer. Mr. Bennett explained Oxford Mining is requesting to mine within the 100 foot barrier of a couple of county roads west of Barnesville. Mr. Seitz stated they will maintain signs and proper barricades and inform the public. Mr. Bennett noted these are part of ODNR's requirements. He presented maps. Mr. Bennett has no concerns and recommends approving.

**IN THE MATTER OF APPROVING AND SIGNING THE ODNR PUBLIC ROAD CONSENT FORMS FOR OXFORD MINING GRANTING PERMISSION FOR MINING OPERATIONS WITHIN 100 FEET OF CO. ROADS 120, 114 AND 70/ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the ODNR **Public Road Consent** forms for Oxford Mining granting permission for surface mining operations within 100 feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of the following County Roads, based upon the recommendation of Fred Bennett, County Engineer:

- 1) **County Road 120 (Douglass Rd)**
- 2) **County Road 114 (Fairview Rd)**
- 3) **County Road 70 (Pultney Ridge Rd)**

**OHIO DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINERAL RESOURCEW MANAGEMENT**

Applicant's Name **Oxford Mining Company, LLC**  
Application/Permit Number \_\_\_\_\_

This form, pursuant to Ohio Revised Code Sections 1513.073 and 4153.11 and rule 1501:13-3-04 of the Ohio Administrative Code, is to be completed if the applicant proposes to mine through or within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road and the applicant does not have valid existing rights. Where the proposed mining operation is to be conducted within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road, and the applicant does not have valid existing rights, then the applicant must obtain the necessary approval of the governmental authority with jurisdiction over the public road by completing this form and having it signed by the governmental authority.

A map showing the road or the portion thereof to which this consent to mine applies is attached and a description follows:

**County Road 120 – Located in Sections 27 & 28, Township 8, Range 6, Warren Township, Belmont County, Ohio. Beginning at a point in County Road 120, approximately 185 feet south of the westernmost intersection of County Road 120 and County Road 70, thence from said place of beginning and following County Road 120 in a northeasterly direction for a distance of approximately 2680 feet to the point of terminus.**

The applicant proposes to conduct the following activities as part of the mining operation subject to the granting of this road permit.

- spoil deposit*
- topsoil storage*
- equipment storage*
- pond construction*
- excavation or location of 70 foot highwall*
- other (describe) Auger*

Describe the measures to be used to ensure that the interests of the public and landowners are protected.

- 1. **Bond will be posted on the permitted area.**
- 2. **Earth barricades will be constructed, where necessary, to prohibit entry or act as safety barriers.**
- 3. **Signs will be erected near the mine to provide information for the public.**

**TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY**

(within 30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this hearing, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on **3/13/13** and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected. Therefore, this road permit is granted effective **3/13/13**, and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

1.  Within one hundred (100) feet of the outside right-of-way line but no closer than **0** feet of the traveled portion of public road # **County Road 120**; or

Signed: Matt Coffland /s/ Date 3/13/13

Title: Vice-Pres. Belmont County Commissioners

Signed Charles R. Probst, Jr. /s/ Date 3/13/13

Title: Member - Belmont County Commissioners

Signed Ginny Favede /s/ Date 3/13/13

Title: President - Belmont County Commissioners

**OHIO DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINERAL RESOURCEW MANAGEMENT**

Applicant's Name **Oxford Mining Company, LLC**

Application/Permit Number \_\_\_\_\_

This form, pursuant to Ohio Revised Code Sections 1513.073 and 4153.11 and rule 1501:13-3-04 of the Ohio Administrative Code, is to be completed if the applicant proposes to mine through or within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road and the applicant does not have valid existing rights. Where the proposed mining operation is to be conducted within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road, and the applicant does not have valid existing rights, then the applicant must obtain the necessary approval of the governmental authority with jurisdiction over the public road by completing this form and having it signed by the governmental authority.

A map showing the road or the portion thereof to which this consent to mine applies is attached and a description follows:

**County Road 114 – Located in Sections 28, 29 & 35, Township 8, Range 6, Warren Township, Belmont County, Ohio.**

**Beginning at a point in County Road 114, approximately 330 feet northwesterly of the southernmost intersection of Township Road 162 and County Road 114, thence from said place of beginning and following County Road 114 in a northwesterly direction for a distance of approximately 6555 feet to the point of terminus.**

The applicant proposes to conduct the following activities as part of the mining operation subject to the granting of this road permit.

*spoil deposit*

*topsoil storage*

*equipment storage*

*pond construction*

*excavation or location of \_\_\_ foot highwall*

*other (describe) Auger*

Describe the measures to be used to ensure that the interests of the public and landowners are protected.

1. **Bond will be posted on the permitted area.**
2. **Earth barricades will be constructed, where necessary, to prohibit entry or act as safety barriers.**
3. **Signs will be erected near the mine to provide information for the public.**

**TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY**

(within 30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this hearing, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on **3/13/13** and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected. Therefore, this road permit is granted effective **3/13/13**, and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

1.  Within one hundred (100) feet of the outside right-of-way line but no closer than **0** feet of the traveled portion of public road # **County Road 114**; or

Signed: Matt Coffland /s/ Date 3/13/13

Title: Vice-Pres. Belmont County Commissioners

Signed Charles R. Probst, Jr. /s/ Date 3/13/13

Title: Member - Belmont County Commissioners

Signed Ginny Favede /s/ Date 3/13/13

Title: President - Belmont County Commissioners

**OHIO DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINERAL RESOURCEW MANAGEMENT**

Applicant's Name **Oxford Mining Company, LLC**

Application/Permit Number \_\_\_\_\_

This form, pursuant to Ohio Revised Code Sections 1513.073 and 4153.11 and rule 1501:13-3-04 of the Ohio Administrative Code, is to be completed if the applicant proposes to mine through or within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road and the applicant does not have valid existing rights. Where the proposed mining operation is to be conducted within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road, and the applicant does not have valid existing rights, then the applicant must obtain the necessary approval of the governmental authority with jurisdiction over the public road by completing this form and having it signed by the governmental authority.

A map showing the road or the portion thereof to which this consent to mine applies is attached and a description follows:

**County Road 70 – Located in Sections 28, 33, & 34, Township 8, Range 6, Warren Township, Belmont County, Ohio.**

**Beginning at the easternmost intersection of County Road 70 and County Road 120, thence from said place of beginning and following County Road 70 in a westerly direction for a distance of approximately 3,061 feet to the point of terminus.**

The applicant proposes to conduct the following activities as part of the mining operation subject to the granting of this road permit.

*spoil deposit*

*topsoil storage*

*equipment storage*

*pond construction*

*excavation or location of 70 foot highwall*

*other (describe) Auger*

Describe the measures to be used to ensure that the interests of the public and landowners are protected.

1. **Bond will be posted on the permitted area.**
2. **Earth barricades will be constructed, where necessary, to prohibit entry or act as safety barriers.**
3. **Signs will be erected near the mine to provide information for the public.**

**TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY**

(within 30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this hearing, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on **3/13/13** and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected.

Therefore, this road permit is granted effective **3/13/13**, and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

- 1. X Within one hundred (100) feet of the outside right-of-way line but no closer than **0** feet of the traveled portion of public road # **County Road 70**; or

Signed: Matt Coffland /s/ Date 3/13/13

Title: Vice-Pres. Belmont County Commissioners

Signed Charles R. Probst, Jr. /s/ Date 3/13/13

Title: Member - Belmont County Commissioners

Signed Ginny Favede /s/ Date 3/13/13

Title: President - Belmont County Commissioners

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENT TO VENDOR AGREEMENTS WITH MARTINS FERRY EMS AND NEFFS FIRE DEPT. FOR TRANSPORTATION/BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the Amendment to the Vendor Agreements, on behalf of Belmont County Department of Job & Family Services, for the provision of transportation for Title XIX (19) individuals to medical appointments, to increase the maximum amount of the agreement from \$50,000.00 to \$150,000.00 due to increases in usage, effective dates Feb. 1, 2013 through Feb. 28, 2013, as follows:

**Vendor**  
Martins Ferry EMS  
Neffs Fire Department

**DISCUSSION HELD** –Mr. Coffland said he was happy with amending the contracts to \$450,000 but wants the fire departments to continue to get paid the seniors to continue getting services. Mrs. Favede stated for the record she wanted to clarify that this is no disrespect to the fire departments whatsoever. She thinks it would be disingenuous to present to the public that this would cause any senior the inability to get to their medical appointments. She said we have a fleet of senior services vehicles that have been purchased through senior service levy dollars and drivers that are employed through senior service levy dollars and there are more than enough for those seniors to be driven to their appointments regardless. Mr. Coffland noted our drivers move 35-40 people a day. This was an additional service that moves over 70 people. He said this is just an added service to our drivers through the senior service program.

**AMENDMENT TO VENDOR AGREEMENT WITH MARTINS FERRY EMS**

The parties agree to increase the maximum amount of the agreement from \$50,000.00 to \$150,000.00 due to increases in usage. This is an increase of \$100,000.00 that will be in effect February 1, 2013 through February 28, 2013. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

<u>Dwayne Pielech /s/</u>	<u>3-12-13</u>
Dwayne Pielech, Director	Date
_____	_____
Dave Snyder	Date
<u>Matt Coffland /s/</u>	<u>3/13/13</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>3/13/13</u>
Belmont County Commissioner	Date
_____	_____
Belmont County Commissioner	Date
<u>David K. Liberati /s/</u>	<u>3-19-13</u>
Belmont County Prosecutor	Date

**AMENDMENT TO VENDOR AGREEMENT WITH NEFFS EMS**

The parties agree to increase the maximum amount of the agreement from \$50,000.00 to \$150,000.00 due to increases in usage. This is an increase of \$100,000.00 that will be in effect February 1, 2013 through February 28, 2013. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

<u>Dwayne Pielech /s/</u>	<u>3-12-13</u>
Dwayne Pielech, Director	Date
_____	_____
John Driscoll	Date
<u>Matt Coffland /s/</u>	<u>3/13/13</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>3/13/13</u>
Belmont County Commissioner	Date
_____	_____
Belmont County Commissioner	Date
<u>David K. Liberati /s/</u>	<u>3-19-13</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RENEWING VENDOR AGREEMENT WITH ATTORNEY REBECCA BENCH ON BEHALF OF BCDJFS FOR ADULT PROTECTIVE SERVICES-LEGAL SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of a Vendor Agreement with Attorney Rebecca Bench, on behalf of Belmont County Department of Job & Family Services, for the provision of Adult Protective Services-Legal Services effective March 1, 2013 through February 28, 2014 in the maximum amount of \$10,000.00.

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

This agreement to provide **Adult Protective Services - Legal Services** entered into this 25th day of **February, 2013** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as "Department" and **Rebecca Bench**, a provider of **Legal**

**Services** hereinafter referred to as "Provider". This agreement will be effective from **March 1, 2013** through **February 28, 2014** 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. Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service, including provision of insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$80.00 per hour for 125 Unit hours of service.
- B. The maximum amount billable under this agreement is \$10,000.00
- 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. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- 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 13th day of March, 2013 .

<u>Dwayne Pielech /s/</u>	<u>3-7-13</u>	_____	_____
Department of Job and Family Services	Date	Provider	Date
Belmont County Department of Job and Family Services			
310 Fox-Shannon Place			
St. Clairsville, Ohio 43950			
(740) 695-1075			
<u>Matt Coffland /s/</u>		<u>3/13/13</u>	_____
Belmont County Commissioners	Date		
<u>Charles R. Probst, Jr. /s/</u>		<u>3/13/13</u>	_____
Belmont County Commissioners	Date		
<u>Ginny Favede /s/</u>		<u>3/13/13</u>	_____
Belmont County Commissioners	Date		
As approved to form:			
<u>David K. Liberati /s/</u>		<u>3-12-13</u>	_____
Belmont County Prosecutor	Date		

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ANNUAL PREVENTATIVE MAINTENANCE AGREEMENT WITH THE TOWER CLOCK COMPANY/ BUILDINGS AND GROUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign and Annual Preventative Maintenance Agreement with The Tower Clock Company in the amount of \$400.00 for servicing the Courthouse tower clock.

**The Tower Clock Company**  
 10340 Columbus-Cincinnati road  
 South Charleston, Ohio 45368  
 (937) 605-1904

Email: [phil@thetowerclockcompany.com](mailto:phil@thetowerclockcompany.com)

Website: thetowerclockcompany.com

Phil Wright, Owner

**ANNUAL PREVENTATIVE MAINTENANCE AGREEMENT**

**OFFER:**

The Tower Clock Company hereby offers and agrees annually to service your building clock and perform the following:

1. Adjust, calibrate, clean and oil the tower clock movement.
2. Clean the tower clock main frame.
3. Adjust and tighten all bolts and screws to specifications.
4. Inspect and adjust mercury switches.
5. Repack gear motors and check for excessive wear.
6. Inspect all dial gears, shafts and universal joints for excessive wear.
7. Clean, adjust and oil the dial gear assemblies.
8. Clean, adjust and oil the cluster gear assembly.
9. Dust, clean and inspect all dial glass.
10. Calibrate and synchronize movement time with strike.
11. Synchronize all 4 sets of clock hands and set to the correct time.
12. Adjust the tower bell hammer to its proper setting.

\*This offer does not include any work needed on the outside of the building.

**AMOUNT: \$ 400**

**CANCELLATION:**

This contract may be cancelled by either party upon thirty days notice to the other.

**THE TOWER CLOCK COMPANY**

Owner: Phil Wright /s/

**ACCEPTANCE:**

The undersigned hereby accept the offer of The Tower Clock Company as set forth above

Matt Coffland /s/

Date 3/13/13

Charles R. Probst, Jr. /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE STANDBY GENERATOR PREVENTATIVE MAINTENANCE AGREEMENTS FOR THE COURTHOUSE AND 9-1-1 GENERATORS/BUILDINGS AND GROUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Standby Generator Preventative Maintenance Agreements for semi-annual maintenance for the Belmont County Courthouse and 9-1-1 generators as follows:

Courthouse Generator Make/Model: Generac QTO36 -\$350.00 per year

9-1-1 Generator Make/Model: Generac QTO36 - \$2100.00 per year (4 units at \$525 each)

**Standby Generator Preventative Maintenance Agreement**

This agreement made this 16<sup>th</sup> day of February 2013 between ERB Electric Company and:

Customer Name: Belmont County Commissioners  
 Address: Courthouse, 101 W. Main St.  
 City, State, Zip: St. Clairsville, OH 43950  
 Telephone Number: (740) 699-2155  
 Fax Number: (740) 699-2156  
 Contact Name: Jack Regis  
 Generator Make/Model: Generac QTO36

In consideration of the agreement herein contained:

- 1) The customer agrees to remit the amount of **\$350** plus tax per unit(s) for a period of one year payable within 30 days after receipt of invoices From Erb Electric.
- 2) Erb Electric agrees to perform preventative maintenance service per the attached form **TWO** times a year approximately **6** month intervals. Erb Electric shall inspect and report on any noted problems with the unit and recommend any corrective action. Erb Electric will perform normal preventative maintenance on the power system which includes the following items:
  - \*Replace engine oil and filter per maintenance schedule (minimum one per year) and inspect lubrication system.
  - \*Replace air filter element as required.
  - \*Replace fuel filter and clean fuel strainer as required.
  - \*Inspect and pressure test coolant system, add rust inhibitor and antifreeze to the system as needed and check all components. (Air cooled units: clean and inspect cooling fins.)
  - \*Replace antifreeze and flush cooling system every five years.
  - \*Inspect all rubber belts and hoses.
  - \*Service batteries, cables, and terminals. Check and adjust charging system.
  - \*Check starter and starting system.
  - \*Check A.C. generator, clean, adjust, lubricate as required.
  - \*Inspect transfer switch, clean, adjust and test all models, both with and without loads.
  - \*Test exercise system, reset to owner's request as required.
  - \*Load test entire system (with owner's authorization).
  - \*Provide a written report on the condition of the unit after service is completed.
- 3) The customer authorizes Erb Electric to perform repairs deemed necessary for proper operation of the standby power system at the time of service. The cost of any repairs shall not exceed \$100.00 without getting proper advance authorization prior to repairs and shall be included in the service report. Repairs exceeding this amount will be referred to the customer for action or additional authorization. The cost of these additional repairs will be charged at Erb Electric prevailing labor rates plus parts cost and prevailing mileage rates should additional trips be required.

- 4) Erb Electric warrants its work for a period of thirty days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, overloading or speeding, repairs made by someone other than Erb Electric, fire, flood, vandalism, theft or any other acts beyond the control of Erb Electric.
- 5) Failure of any parts installed during the course of a maintenance service will be covered by the manufacturer warranty.
- 6) Either party may cancel this agreement within thirty days written notification.

**Signed:** Matt Coffland /s/, Charles R. Probst, Jr. /s/

Ginny Favede /s/

Owner or Owner's Agent

3/13/13

Date

Tara Agriesa /s/

Erb Electric Company

3-12-13

Date

**Please Check One:**

Semi-Annual     \$ 350 per Unit

**Maintenance for Spring & Fall 2013**

**Note:** Please sign and return.

APPROVED AS TO FORM:

Chris Berhalter /s/

PROSECUTING ATTORNEY

**Standby Generator Preventative Maintenance Agreement**

This agreement made this 12<sup>th</sup> day of March 2013 between ERB Electric Company and:

Customer Name: Belmont County 911  
 Address: 68331 Bannock Road  
 City, State, Zip: St. Clairsville, OH 43950  
 Telephone Number: (740) 695-9404  
 Fax Number: \_\_\_\_\_  
 Contact Name: Bryan Minder  
 Generator Make/Model: Generac QTO36

In consideration of the agreement herein contained:

- 1) The customer agrees to remit the amount of \$525.00 plus tax per 4 unit(s) for a period of one year payable within 30 days after receipt of invoices From Erb Electric.
- 2) Erb Electric agrees to perform preventative maintenance service per the attached form **TWO** times a year approximately 6 month intervals. Erb Electric shall inspect and report on any noted problems with the unit and recommend any corrective action. Erb Electric will perform normal preventative maintenance on the power system which includes the following items:
  - \*Replace engine oil and filter per maintenance schedule (minimum one per year) and inspect lubrication system.
  - \*Replace air filter element as required.
  - \*Replace fuel filter and clean fuel strainer as required.
  - \*Inspect and pressure test coolant system, add rust inhibitor and antifreeze to the system as needed and check all components. (Air cooled units: clean and inspect cooling fins.)
  - \*Replace antifreeze and flush cooling system every five years.
  - \*Inspect all rubber belts and hoses.
  - \*Service batteries, cables, and terminals. Check and adjust charging system.
  - \*Check starter and starting system.
  - \*Check A.C. generator, clean, adjust, lubricate as required.
  - \*Inspect transfer switch, clean, adjust and test all models, both with and without loads.
  - \*Test exercise system, reset to owner's request as required.
  - \*Load test entire system (with owner's authorization).
  - \*Provide a written report on the condition of the unit after service is completed.
- 3) The customer authorizes Erb Electric to perform repairs deemed necessary for proper operation of the standby power system at the time of service. The cost of any repairs shall not exceed \$100.00 without getting proper advance authorization prior to repairs and shall be included in the service report. Repairs exceeding this amount will be referred to the customer for action or additional authorization. The cost of these additional repairs will be charged at Erb Electric prevailing labor rates plus parts cost and prevailing mileage rates should additional trips be required.
- 4) Erb Electric warrants its work for a period of thirty days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, overloading or speeding, repairs made by someone other than Erb Electric, fire, flood, vandalism, theft or any other acts beyond the control of Erb Electric.
- 5) Failure of any parts installed during the course of a maintenance service will be covered by the manufacturer warranty.
- 6) Either party may cancel this agreement within thirty days written notification.

**Signed:** Matt Coffland /s/, Charles R. Probst, Jr. /s/

Ginny Favede /s/

Owner or Owner's Agent

3/13/13

Date

Tara Agriesa /s/

Erb Electric Company

3-12-13

Date

**Please Check One:**

Annual     \$ \_\_\_\_\_ per Unit  
 Semi-Annual     \$525.00 per Unit

**Note:** Please sign and return.

APPROVED AS TO FORM:

Chris Berhalter /s/

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

Mr. Probst Yes

**IN THE MATTER OF AUTHORIZING THE EXECUTION OF INVOICE #5 FOR THE CENTENNIAL PRESERVATION GROUP/ OUE BRICK TAVERN ROOF DRAINAGE PROJECT/ODOT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize Commissioner Favede to execute Invoice #5 for the Centennial Preservation Group for the OUE Brick Tavern Roof Drainage Project, ODOT PID 84115 as follows, based upon the certification of Chambers, Murphy & Burge, Project Architect:

Federal Share (80%) \$29,160.00  
 Local Share (20%) 7,290.00  
 Total Cost to Date: \$36,450.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF SIX (6) 2013 CHEVROLET IMPALA POLICE VEHICLES/SHERIFF**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the purchase of six (6) 2013 Chevrolet Impala Police Vehicles at a cost of \$20,891.00 each from Whiteside Chevrolet in St. Clairsville, Ohio for the Belmont County Sheriff's Department based upon the recommendation of Sheriff David Lucas.

**DISCUSSION HELD** – Mr. Probst asked if these vehicles were competitively bid. Mrs. Favede asked that Fiscal Manager Barb Blake come into the meeting. Mrs. Favede stated for the record that the Sheriff met with the board two weeks ago and brought to the boards' attention a fleet of vehicles where the mileage was above 100,000 miles and in some cases over 150,000. This creates a very unsafe environment for our deputies. In addition to the vehicles that were leased at the end of last year, we are looking at purchasing six (6) additional vehicles primarily for the safety of our deputies. Fiscal Manager Barb Blake then advised the vehicles did not have to be competitively bid. She said there is a local vendor that was under the state purchasing price. If a local vendor can meet or beat the state purchasing price, we can purchase locally. Mr. Probst noted the board did meet with the Sheriff to talk about the vehicles and he will vote for the motion today because they need the cars and it is a safety issue. He said we agreed back then that you needed nine (9) cars for the safety of the general public and also the officers. He advised he personally would like to see us purchase the nine (9) vehicles. Mr. Probst said you will hear pros and cons that maybe we don't have the money now. He said we have the money to do this. He noted he was not going to get into a debate with his colleagues over this, but something that he feels strongly about is public safety, especially of our officers that respond to these calls. He said when you talk about vehicles that have 150,000 or more miles and the rest that we want to replace are over 100,000 miles plus the maintenance costs behind all this to keep these cars on the road, to him it just seems like it is better use of money to go ahead and buy three (3) more vehicles which would be under warranty and cut the maintenance costs out. Mr. Probst said he hopes his colleagues revisit this later in the year to purchase the other three (3) vehicles. He said sometime in government we never get back to what we say we are going to do later on down the road. Sheriff Lucas thanked Mr. Probst and stated he presented to the board all the facts. He also presented to the Fiscal Manager the actual unit numbers and out of the nine (9) vehicles with high miles, two (2) are now out of commission. A transmission just went out on one vehicle Friday. Mr. Coffland stated his record shows he has bought twenty (20) vehicles since he has been in office-ten (10) on the first lease and ten (10) on the second lease and now six (6) more. He said he is all about public safety. He noted this was recommended after talking with the Fiscal Manager and there is a commitment to look at the other three (3) vehicles before the end of the year. He concluded by stating there is nothing we want more than your men and women to be in safe vehicles. Sheriff Lucas thanked the board for moving forward with the six (6) vehicles and addressing the other ones down the road. Mr. Probst wanted the record to be clear that we did not order ten (10) cars last year. We only ordered nine (9).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSALS FOR UPLIFTING, DECALS AND CAMERAS FOR SIX (6) 2013 CHEVROLET IMPALA POLICE VEHICLES/SHERIFF**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following proposals for uplifting, decals and cameras for six (6) 2013 Chevrolet Impala Police Vehicles for the Belmont County Sheriff's Department in the total amount of \$59,838.33 as follows:

**Progressive Communications, St. Clairsville, OH**

Total Equipment Price (lights, sirens, etc.) \$36,324.69  
 Total Labor/Installation 9,000.00  
 Total Cost \$45,324.69

**Logotek Signs, Belmont, OH**

Lettering, graphics and striping \$ 375.00 per vehicle  
 Total Cost \$ 2,250.00

**Progressive Communications, St. Clairsville, OH**

Total Equipment Price (V-Tracker Cameras) \$10,253.64  
 Total Labor/Installation 1,800.00  
 Total Shipping & Handling 210.00  
 Total Cost \$12,263.64

**GRAND TOTAL \$59,838.33**

Upon roll call the vote was as follows:

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

**11:00 Steve Williams, Superintendent and Pamela McCort, Communications Coordinator, Belmont Co. Bd. of Developmental Disabilities and members of People First**

**Re: Developmental Disabilities Awareness Month Proclamation**

After the proclamation was read by Mrs. Favede, Pamela McCort said these types of things are so very important. As noted in the proclamation, there was a few times where "opportunities" were mentioned. She said that is the key for all of us throughout our lives. We rely on opportunities to live, learn, work and volunteer in the community. She introduced members of *People First*, a self-advocacy group here in Belmont County. They include President, Pat Jobb; Sally Smith; Brian Kozak and Mary Lou Kent, who is their navigator through the things they do in the county. They wanted to share the importance of language and they have prepared a Style Guide for all people. Mr. Jobb thanked the board for the proclamation on behalf of people with developmental disabilities. He presented a copy of the Style Guide to the board. Mrs. McCort thanked the Belmont County community because they are providing opportunities to adults with disabilities the chance to work. She



shared the statistic that only 12% of adults with disabilities who want to work are employed in the community. They are working hard to change that and with their provider partners and business community, that is happening here. They are very grateful for that. Mr. Coffland was aware of the opportunities provided by a local business, Electronic Recycling Services, in Bellaire who have hired adults with disabilities. He stated the board is working on a letter of support for this company and hopes this will allow them to hire more. He said this is very exciting news. Mrs. McCort said that is key because ERS had worked with provider services and they had employees and realized what great, reliable, skilled people they were, and they asked for more. This is what can happen when you look beyond disability and give people opportunities to succeed. Mr. Probst stated it is always refreshing when the Board of DD comes in every year and hear about the program. They are evolving and always have something new to report. Mrs. Favede said as a parent it is so encouraging to participate in these proclamations. She said when you pass out a Style Guide it is an acknowledgement for a problem that we have in society that we need to access respectful words, instead of hurtful words, and we need to have respect for all individuals. We need to address challenges and figure out ways that as a community we can assist people with disabilities to overcome those challenges.

**IN THE MATTER OF ADOPTING PROCLAMATION HONORING DEVELOPMENTAL DISABILITIES AWARENESS MONTH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation honoring Developmental Disabilities Awareness Month.

**PROCLAMATION  
HONORING  
DEVELOPMENTAL DISABILITIES AWARENESS MONTH**



**WHEREAS:** Opportunities for citizens with developmental disabilities to learn, work, live and volunteer increase when local communities embrace all people; and  
**WHEREAS:** People with disabilities, their families, friends, neighbors and co-workers know that the most effective way to increase understanding and awareness is through experience with one another; and  
**WHEREAS:** The entire community benefits from the skills and abilities people with disabilities share when opportunities are presented for them to do so; and  
**WHEREAS:** We encourage all citizens to support opportunities for people with disabilities that offer access to education, employment, housing, and recreational activities;  
**NOW, THEREFORE,** the Board of Commissioners of Belmont County, Ohio does hereby proclaim March, 2013 as Developmental Disabilities Awareness Month and encourages everyone to *Look Beyond* disability and see the value of every person and what he or she is capable of achieving.  
Adopted this 13th day of March, 2013.

**BELMONT COUNTY COMMISSIONERS**

Ginny Favede /s/  
Matt Coffland /s/  
Charles R. Probst, Jr. /s/

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Mike Bianconi had two questions: **1)** He was of the understanding \$100,000.00 a year was allocated to marked police vehicles. He asked, "Do you not allocate a yearly stipend so that we don't get in this bind." Mr. Probst said there had been some discussion about it and then in 2004-2005 the disasters hit and monies went for that. He said we went through a recession, the Auditor reduced his certification and different things happened. We got away from that program. Mr. Probst said it was a good program, if we have the money to be able to do \$100,000.00 a year so the vehicles are rotated. But things and finances changed. He said it is sad to see the condition of some of these cars. It is a piece of equipment that the officers need. **2)** Mike went over the sales tax from last year and added in the casino monies, and his calculation has the county bringing in over \$1,700,000.00 more. He asked if the board was considering giving the Engineer \$1 million to pave roads. Mike said casino money is going up but he realizes you can't always count on that.

Mrs. Favede said we are fully aware of the sales tax collection, but she wondered if he was aware of Gov. Kasich's proposal to change permissive sales tax and sales tax reductions. In Belmont County alone we will lose 20% under his proposal. Mr. Bianconi said that was misleading because he is proposing to reduce the sales tax, but you will get more money because more services are going to be taxed. He again asked for \$1 million to pave roads. Mrs. Favede said she wanted to note for the record that our health insurance for employees went up \$600,000.00 this year. She stated she appreciated his request and the need, but we have to make sure we are able to take care of all the others. We were not expecting a \$600,000.00 increase to health insurance. Mr. Coffland added that a lot of our employees could use a little bump and he would like to see that. He would like to have the County Auditor here at this meeting and he asked Mr. Bianconi to invite him to come over to explain. Mr. Coffland said if there is \$1 million there, let's put it into roads. Mr. Coffland said, "Mike, you know how it works here; you know what he certifies us." Mr. Probst said moving forward, we need to take a hard look at our priorities; one of the priorities should be the paving of roads. There needs to be a balance of the revenue that is coming in and going out. We do not want to short any of the departments. He suggested at the end of year when we know what kind of carryover monies we have and anticipated revenues and expenditures we are going to have for the following year; then that is the time to take those monies and encumber them for paving projects. Mr. Probst noted that the Engineer needs to ante up some of the money too. It is a two way street. Mr. Bianconi stated Mr. Bennett has no money to pave roads.

Mrs. Favede acknowledged that March 10-16, 2013, is National Sunshine Week. It is to promote by law the importance of open government and freedom of information.

Frank Papini brought to attention the blackout in Pease Township. The street lights have been turned off. The most concern is that it affects a national road (Rt. 40) that is federally funded. It is a dangerous situation and he is asking for pressure to be put on the governor to use his rainy day fund. Mrs. Favede agreed and said we had this exact conversation last week. This is a true application of the loss of local government funds. It is creating unsafe communities at the hands of the state. She said the state needs to listen to the township, county and municipal governments. She thinks the township trustees and the citizens need to take up their pens and make phones and put pressure on the state. We elected them to represent us. Mrs. Favede advised we hosted meeting with Rep. Jack Cera who has introduced HB17, which is a return to local government funding at the level of 2005. A letter of support for each township has been created to submit to the state. For the record, Mrs. Favede is testifying tomorrow for the Ways and Means Committee in regards to the severance tax. Two of her issues are that she firmly believes that some of the severance tax should be returned to the host counties. CCAO is not opposed to income tax reductions for the entire state, but it should be used minimally for income tax reductions and some of it returned to restore local government fund cuts. She is also testifying that she believes that in the State of Pennsylvania they allowed an impact fee to be returned to the townships and they were able to

cut local property milage rates in half. She concluded by stating, "Allowing local governments to create some ability to generate funds is something that we need to be looking at."

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter executive session with Mark Lucas, Clemans-Nelson & Associates and Christy Palmer, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the appointment, compensation, and employment of a public employee and ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

*Note: Commissioner Probst stepped out of executive session just before adjournment.*

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 1:35 P.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 1:40 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 1:40 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of March, 2013.

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

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

\_\_\_\_\_ PRESIDENT  
\_\_\_\_\_ CLERK