

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Kathy Marino, Assistant 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 Mr. Thomas, 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.

Claim of	Purposes	Amount
A-David S. Trouten, Jr.	Reimburse mileage & travel expenses-Public Defender/General Fund	275.91
J-ZEL Properties	November rent-Reappraisal Office/Real Estate Assessment	1,475.00
N-Glass Unlimited of WV, Inc.	Installation of glass walls at Health Dept./Capital Proj.-Facilities Fund	10,560.00
P-Columbia Gas of Ohio, Inc.	October services/Oakview Admn Bldg. Fund	263.90
P-EORWA	Sewage disposal/BCSSD Funds	39,804.55
P-Grainger	Equipment/BCSSD Funds	2,428.50
P-Postmaster	Postage/BCSSD Funds	980.00
P-Riesbeck's	Commodity flow commissaries/Special Emergency Planning Fund LEPC	298.75
S-Comcast	Internet-Clerk of Courts Computer Fund	167.00
S-Crossroads Counseling	Services for September/Smart Ohio Grant Fund	3,269.32
S-McGhee	Supplies for 2015/Northern Ct. General Special Projects Fund	313.33
S-McGhee	Supplies for 2015/Eastern Ct. General Special Projects Fund	313.33
W-ERB Electric	Moved fax line/DRETAC Treasurer's Office Fund	129.75
W-Matthew Bender & Co.	Books/Law Library Fund	1,316.31

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for October 22, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$36,566.27
A-GENERAL/AUDITOR	\$2,604.13
A-GENERAL/COMMON PLEAS-PROBATION	\$726.93
A-GENERAL/CORONER	\$3,055.69
A-GENERAL/EMA	\$5,404.75
A-GENERAL/PROBATE COURT	\$50.00
A-GENERAL/PROSECUTOR	\$1,310.84
A-GENERAL/RECORDER	\$223.71
A-GENERAL/SHERIFF	\$16,601.25
A-GENERAL/TREASURER	\$2,662.24
B-Dog Kennel	\$670.37
B-Enforcement Education Fund	\$100.00
H-Job & Family, CSEA	\$10,821.13
H-Job & Family, Public Assistance	\$15,750.20; \$37.00; \$3,032.35; \$252.10; \$12,162.00
H-Job & Family, WIA	\$9,563.02; \$7,500.00; \$56,840.05
K-Engineer MVGT	\$834.98; \$105.77; \$22,529.33
M-Juvenile Ct. – Intake Coordinator	\$55.00
M-Juvenile Ct. – Placement Services	\$30,632.40
M-Juvenile Ct. Placement II	\$5,598.25
M-Juvenile Ct. Title IV-E Reimb.	\$378.82
P-Sanitary Sewer District	\$21,185.62; \$163.02; \$43,674.41; \$2,696.95; \$6,046.92
S-Certificate of Title Admn Fund	\$2,926.56
S-District Detention Home	\$2,355.50; \$4,416.04
S-Job & Family, Children Services	\$76,670.58; \$2,623.62; \$2,194.17
S-Juvenile Ct.-General Special Projects	\$4,181.60
S-Oakview Juvenile Residential Center	\$264.76; \$41,858.75
S-Port Authority	\$280.00
S-Probate Court Conduct of Business Fund	\$573.60
S-Senior Services	\$30,214.56
S-Sheriff Commissary	\$1,113.39
U-Sheriff's Reserve Account	\$3,300.95
W-CEBCO Wellness Grant	\$45.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

FROM	TO	AMOUNT
E-0121-A006-B02.002 Salaries	E-0051-A001-A02.002 Salaries	\$300.00
E-0181-A003-A03.010 Supplies	E-0181-A003-A11.000 Other Expenses	\$7,848.52

**H00 PUBLIC ASSISTANCE FUND/BCDJFS**

FROM	TO	AMOUNT
E-2510-H000-H03.012 Equipment	E-2510-H000-H07.000 Purchase of Services	\$200,000.00

**H08 WIA AREA 16 FUND/BCDJFS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2610-H008-H15.000 Carroll Co. OWIP	E-2610-H008-H16.000 Harrison Co. OWIP	\$3,000.00

**BCSSD/VARIOUS FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3701-P003-P31.000 Other Expenses	E-3701-P003-P23.011 Services	\$1,000.00
E-3702-P005-P25.000 Purchased Water	E-3702-P005-P23.011 Services	\$50,700.00
E-3702-P005-P21.000 Materials	E-3702-P005-P19.012 Equipment	\$5,000.00
E-3702-P005-P21.000 Materials	E-3702-P005-P23.011 Services	\$10,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P07.011 Services	\$2,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P02.010 Supplies	\$200.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P05.000 Materials	\$1,700.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P07.011 Services	\$20,000.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P02.010 Supplies	\$200.00

**S86 NORTHERN COURT-GENERAL SPECIAL PROJECTS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S03.006 Hospitalization Ins.	\$2,000.00

**S87 EASTERN COURT-GENERAL SPECIAL PROJECTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S02.003 PERS	\$1,000.00
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S05.005 Medicare	\$100.00

**S88 WESTERN COURT-GENERAL SPECIAL PROJECTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S03.006 Hospitalization	\$1,000.00

**S89 COMMON PLEAS COURT-GENERAL SPECIAL PROJECTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1572-S089-S01.000 Other Expenses	E-1572-S089-S10.074 Transfers Out	\$ 1,096.91

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

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

**S89 COMMON PLEAS COURT AND THE BELMONT COUNTY GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1572-S089-S10.074 Transfers Out	E-0082-A002-C31.002 Salaries	\$ 591.71

**S89 COMMON PLEAS COURT AND THE TITLE IV-E RANDOM MOMENTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1572-S089-S10.074 Transfers Out	E-0400-M078-M01.002 Salaries	\$ 505.20

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated Oct. 22, 2014, 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. Thomas	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. Thomas to request the Belmont Co. Budget Commission certify the following monies. CDBG - \$36,706.00 paid into R-9702-T011-T05.501 CDBG – Grant CHIP on Oct. 20, 2014, Draw No. 177, Grant #B-C-12-1AG-2.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

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

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

**AUDITOR** - Doug DeVault to travel to Reynoldsburg, OH, on Nov. 12, 2014, and on Dec. 2 & 3, 2014 to attend a training for Weights & Measures with the Ohio Dept. of Agriculture. A county car will be used. Estimated expenses: \$200.00

Andrew Sutak and Larry Craig to travel to Dublin, OH, on Nov. 19, & 20, 2014, to attend County Auditors' Assoc. Winter Conference. A county car will be used. Estimated expenses: \$500.00

**DJFS** – Linda Kinter to travel to Marysville, OH, on Oct. 21, 2014, to attend OIES Readiness Monthly Meeting. Michael Schlanz to travel to Cadiz, OH, on Oct. 27, Nov. 24, and Dec. 29, 2014 to attend Business Resource Network Meetings. Estimated expenses: \$222.88

Mary Lewis to travel to Columbus, OH, on Nov. 18, 2014 and on Dec. 5, 2014, to attend meetings at OHSTS Training Center. Estimated expenses: \$24.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 17, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**Reminder-The Board will reconvene on Friday, October 24 at 10:00 a.m. in Executive Session-ORC 121.22(G)(1) Personnel Exception**

**IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/VILLAGE OF MORRISTOWN**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Village of Morristown's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$23,000.00, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

Main Street (East entrance to Village)

*The estimated cost is \$27,900.00 of which \$23,000.00 will be from this source.*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF AWARDING THE BID FOR THE ENGINEER'S PROJECT 14-6 SLIP REPAIR (COUNTY HIGHWAY 86-PUGH RIDGE ROAD) TO OHIO-WEST VIRGINIA EXCAVATING CO.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's Project 14-6 Slip Repair (County Highway 86-Pugh Ridge Road), to the low bidder, Ohio-West Virginia Excavating Company, in the amount of \$214, 214.00, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADVERTISING FOR STATEMENTS OF QUALIFICATIONS FOR ENGINEERING SERVICES/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for Statements of Qualifications for engineering services to prepare a Master Plan of the Belmont County Sanitary Sewer District operations.

**BELMONT COUNTY COMMISSIONERS' OFFICE  
ST. CLAIRSVILLE, OHIO 43950**

*Public Announcement*

The Belmont County Commissioners intend to contract for engineering services in connection with an evaluation study of the Belmont County Sanitary Sewer District operations. The study includes financial analysis, organizational structure and capital improvement projects.

Engineering firms interested in being considered for a contract to provide the required services should reply with a statement of qualifications no later than **November 21, 2014**. Statements received after this deadline will not be considered.

Statements of qualifications should include information regarding the firm's history; education and experience of owners and key technical personnel; the technical expertise of the firm's current staff; the firm's experience in performing evaluation studies, including success rate of implementing study results; availability of staff; the firm's equipment and facilities; references; and any previous work performed for Belmont County.

Statements of qualifications should be transmitted to: Jayne Long, Clerk; Belmont County Commissioners; **BCSSD Master Plan-Statements of Qualifications**; 101 West Main Street; St. Clairsville, OH 43950.

As required by Ohio Revised Code 153.65-71, responding firms will be evaluated and ranked in order of their qualifications. Following this evaluation, the Belmont County Commissioners will enter into contract negotiations with the most highly qualified firm.

By order of the Board of Commissioners  
of Belmont County, Ohio

*Kathy Marino /s/*

Kathy Marino, Assistant Clerk

Times-Leader Advertisement: Two (2) Mondays: October 27, 2014 & November 3, 2014

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE PIPELINE RIGHT-OF-WAY AGREEMENT AND ADDENDUM TO PIPELINE RIGHT-OF-WAY AGREEMENT WITH REGENCY UTICA GAS GATHERING, LLC/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Pipeline Right-Of Way Agreement and Addendum To Pipeline Right-of-Way Agreement with Regency Utica Gas Gathering LLC, on behalf of the Belmont County Sanitary Sewer District #3, in the total amount of \$9,465.00 for Parcel ID No. 32-03964.000, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District.

**Prepared By: Global Land Partners, LLC**

**After recording, return to:**

**Regency Utica Gas Gathering LLC**

**c/o Global Land Partners, LLC**

**51342 National Road E., Suite K**

**St. Clairsville, OH 43950**

**Parcel ID # 32-03964.000**

**Utica Pipeline System -Tract # OH-UTIC-PH1-089**

**PIPELINE RIGHT-OF-WAY AGREEMENT**

This Pipeline Right-of-Way Agreement (hereinafter "Agreement") is made and entered into this 22nd day of October, 2014 ("Effective Date"), between **Belmont County Sanitary Sewer District #3**, whose address is P.O. Box 457, St. Clairsville, OH 43950 (hereinafter called "Grantor") and **Regency Utica Gas Gathering LLC**, a Delaware limited liability company, whose address is 2001 Bryan Street, Suite 3700, Dallas, Texas 75201 (hereinafter "Grantee").

#### WITNESSETH

For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, an exclusive indefeasible right-of-way and easement, the preliminary estimate of the location of which is depicted on Exhibit "A" attached hereto and made a part hereof, to: (a) locate, excavate, construct, install, operate, maintain, inspect, repair, protect, replace in whole or in part, alter the size of, remove and/or abandon one or more below ground pipelines, with the right to install additional pipelines as described below, for the transportation of gas or fluids, whether hydrocarbon or non-hydrocarbon including without limitation, produced or derived from wells, lands and/or formations not owned or controlled by Grantor, condensate, distillate or water, or any other products or substance of any nature which may be transported by means of a pipeline, together with, any appurtenant underground facilities relating thereto, including, but not limited to, below ground valves, drips, traps, electrical and communication equipment and lines (including, but not limited to, power, fiber optic and data acquisition), cathodic protection, fluid removal, flush-mounted meters, pumps, fittings, connections, signage and markers as required by law ("Pipeline Facilities") (b) perform necessary pre-construction work, including but not limited to survey studies, cultural resource studies, environmental studies, geophysical studies and geotechnical studies; across, under and through the Grantor's lands situated in the Township of Richland, County of Belmont, State of Ohio, and described as follows:

A certain tract of land in Section 26, Township 6, Range 3, containing 9.5768 acres, more or less, and being more particularly described in Deed dated March 7, 2000 and recorded in the Recorder of Deed's Office of Belmont County, State of Ohio, Deed Book No. 0757, Page No. 613, Parcel ID No. 32-03964.000 (hereinafter "Premises").

Grantee shall have all the rights and benefits necessary and/or convenient for the full enjoyment and/or full and complete use by Grantee for the rights herein granted, including, without limitation: a) the free right of ingress and egress over and across the Premises to, from and along the Right-of-Way Area (as defined below) and/or to and from any right-of-way of Grantee on lands adjacent to the Premises, whether or not such lands are owned by Grantor; b) the right to travel over, across and along the Right-of-Way Area with work crews and equipment for the installation, maintenance, repair and operation of Grantee's pipelines and Pipeline Facilities; c) the right to use existing and future roads over and across the Premises or on adjacent lands which are owned or controlled by Grantor; and d) the right to remove all trees and other obstructions within and, at times around, the Right-of-Way Area prior to construction of the pipelines and Pipeline Facilities, and the right, but not the obligation, from time to time thereafter to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with Grantee's access, occupancy and use of the Right-of-Way Area. Grantor and Grantee acknowledge and agree that Exhibit "A" shows only the preliminary estimate of the location of the pipelines as of the Effective Date. The actual location of the pipelines and Pipeline Facilities on the Premises is subject to reasonable change by Grantee in its sole discretion, and the actual location of the right-of-way and easement granted by Grantor hereunder shall be as shown on the final "as built" survey of the pipelines and Pipeline Facilities, as determined by Grantee. Upon completion of construction of the pipelines and Pipeline Facilities, Grantee shall provide Grantor with an "as built" Exhibit "A" (the "Final Route Map"), which shall and hereby does automatically (without any further approval or other action required of either Grantor or Grantee) replace the initial Exhibit "A" attached hereto as of the Effective Date. Further, Grantor hereby authorizes Grantee to publicly record such Final Route Map to replace the initial Exhibit "A" hereto.

**GRANTEE'S RIGHT OF POSSESSION.** Prior to and during the construction phase of the pipelines and Pipeline Facilities and during the time Grantee is engaged in any additional construction, repair, replacement, removal and/or abandonment of the pipelines and Pipeline Facilities, the total right-of-way and easement shall be one hundred twenty-five feet (125') in width (hereinafter "Right-of-Way Area"). At all other times, the right-of-way and easement shall be seventy-five feet (75') in width (hereinafter "Permanent Right-of-Way"). To the extent required by Grantee, Grantor hereby acknowledges and agrees that Grantee shall be entitled to use additional temporary workspace areas ("ATWSA") on or near the Premises for construction of the pipelines and Pipeline Facilities, including, without limitation, areas for pipe pull back, areas along roads and/or stream crossings, areas for dewatering and areas for construction entrances and/or access roads. In consideration of the use of any ATWSA by Grantee, Grantee shall pay Grantor as specified in the Confidential Addendum. Grantee shall have exclusive rights to the Right-of-Way Area and ATWSA as defined herein for a period of forty-eight (48) months commencing on the Effective Date, during which time Grantor shall not grant to any third-party any rights to use the Right-of-Way Area and/or the ATWSA for any purpose. Following the conclusion of such period, Grantee's rights with respect to the Right-of-Way Area and ATWSA shall automatically become nonexclusive, except that the Permanent Right-of-Way shall remain exclusive to Grantee for the term of this Agreement.

As part of the consideration herein, Grantor hereby grants unto said Grantee, its successors and assigns, the right at any time, including initial construction, to locate, excavate, construct, install, operate, maintain, inspect, repair, protect, replace in whole or in part, alter the size of, remove and/or abandon an additional pipeline or pipelines within the Permanent Right-of-Way herein granted, and Grantee agrees to pay Grantor an amount which shall be equal to the amount set forth in the Confidential Addendum for each additional pipeline constructed, said payment shall be made before construction operations commence. Said additional pipeline or pipelines shall be subject to the same rights, privileges and covenants as set forth in this Agreement.

At the time of construction of the pipelines and Pipeline Facilities or during times of additional construction, maintenance, repair, replacement, removal and/or abandonment of the pipelines and Pipeline Facilities, Grantee is granted reasonable temporary off right-of-way use of the Premises while exercising any of the rights granted herein.

**GRANTOR'S RIGHT OF POSSESSION.** Grantee shall bury all pipelines at a minimum of two (2) feet below any previously installed pipelines as measured from the top surface of the lower pipeline to the bottom surface of the upper pipeline. Grantee shall, however, have the right to temporarily install water lines on the surface of the Right-of-Way Area. Grantor shall have the right to use and enjoy the surface of said Premises, but shall not interfere with the use of the same by Grantee for any of the purposes hereinabove granted or violate any of the terms and conditions as described herein. Grantor shall not place any obstruction within the Right-of-Way Area which could interfere with the normal operation and maintenance, installation and construction, alteration, replacement, safety and integrity, and the removal and/or abandonment of the pipelines and Pipeline Facilities including but not limited to buildings, mobile homes, pavilions, shelters, storage units, trees, pools, and bodies of water including ponds and lakes; and further, Grantor shall not cause the inundation of the Permanent Right-of-Way by water, or change the grade of the Permanent Right-of-Way. Grantor further agrees to be observant to Grantee's pipelines and Pipeline Facilities in instances where Grantor's actions might result in an unsafe situation.

**GRANTOR'S WARRANTY.** Grantor represents and warrants that the person or persons signing this Agreement are all those necessary to fully transfer and convey the rights set forth in this Agreement to Grantee, and Grantor herein binds itself, its heirs, executors, administrators and assigns Grantor has no knowledge of and makes no warranty that the Premises encompassed by the Right-of-Way Area have not been used as a dumpsite and contains no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment.

Grantor represents and warrants to Grantee that Grantor has not granted, bargained, sold or conveyed to any other party the same or any similar interest to the Premises or any interest that interferes in any way with the rights granted herein to Grantee.

**ENCROACHMENT.** Grantor and Grantee hereby acknowledge the existence of a water line and/or sewer lines on the Premises running perpendicular to Grantee's Pipeline Facilities. Grantor further acknowledges that upon construction of the Pipeline Facilities, Grantee's Right-of-Way shall encroach upon the existing water and sewer line(s) on the Premises ("Encroachment"), the location of which shall be referred to as the "Encroachment Area".

**DAMAGES.** Grantee will remove unnecessary equipment and materials and shall reasonably restore the Right-of-Way Area at the completion of construction activities to a condition that existed prior to Grantee's activities, and will repair any damaged improvements to the Premises, such as fences, roads, drain tiles and the like caused by Grantee's activities. Reasonable restoration of the Right-of-Way Area shall be the sole responsibility and at the sole cost and expense of Grantee.

**INDEMNITY AND HOLD HARMLESS.** Grantee shall defend, indemnify and hold harmless Grantor from any claims, demands, damages, costs and expenses, judgments, liabilities, losses, and causes of action arising out of, or as a result of any act of commission or omission caused by Grantee, its employees, agents or contractors directly relating to Grantee's operation of its pipeline(s) and use of the

Premises, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of property, except when such claims, damages, costs and expenses, judgments, liabilities and causes of action are caused by or result from the intentional acts or negligence of Grantor, its agents or contractors.

**TITLE CURATIVE.** Grantor agrees to execute affidavits, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this Agreement.

**RIGHT TO PAY AND DISCHARGE.** Grantee, at its sole option and discretion, may pay and discharge any taxes, mortgages or other liens existing, levied or assessed on the Premises and Grantee may be subrogated to the rights of any holder or holders of any tax titles or certificates, mortgages or other liens and may keep and apply to the discharge of any such mortgage, tax or lien any payments accruing under this Agreement.

**COUNTERPART AGREEMENTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. If, for any reason, any party named herein fails to execute this contract, it shall, nevertheless, be binding upon the signing parties.

**SUCCESSORS AND ASSIGNS.** Grantee, and their successors and assigns, will have the right to assign or transfer this Agreement in whole or in part. All rights and duties under this Agreement benefit and bind Grantor and Grantee, and their heirs, successors and assigns.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement. This Agreement may be modified only by a written agreement executed by Grantor and Grantee. Grantee, shall record this Agreement, in the real property records of the county in which the Premises are located.

This Agreement is made further subject to the terms and provisions in that certain unrecorded Confidential Addendum to Pipeline Right-of-Way Agreement of even date herewith, by and between Grantor and Grantee herein.

**IN WITNESS WHEREOF,** Grantor and Grantee hereunto set hand and seal on the date first written above.

**GRANTEE:**

REGENCY UTICA GAS GATHERING LLC  
By: Regency Gas Services, LP, its sole member  
By: Regency OLP GP LLC, its general partner  
Jay Ford /s/  
By: Jay Ford  
Title: Director – Land and Right of Way

**GRANTOR:**

BELMONT COUNTY SANITARY SEWER  
DISTRICT #3  
By: Belmont County, OH Board of Commissioners  
Matt Coffland /s/  
By: Matt Coffland  
Title: President of the Board of Commissioners

**GRANTOR:**

BELMONT COUNTY SANITARY SEWER  
DISTRICT #3  
By: Belmont County, OH Board of Commissioners  
Mark Thomas /s/  
By: Mark Thomas  
Title: Vice President of the Board of Commissioners

**GRANTOR:**

BELMONT COUNTY SANITARY SEWER  
DISTRICT #3  
By: Belmont County, OH Board of Commissioners  
Ginny Favede  
By: Ginny Favede  
Title: Member of the Board of Commissioners

**ADDENDUM TO  
PIPELINE RIGHT-OF-WAY AGREEMENT**

THIS Addendum to Pipeline Right-of-Way Agreement dated this 22nd day of October, 2014 (the "Addendum") made of even date by and between **Belmont County Sanitary Sewer District #3**, whose address is P.O. Box 457, St. Clairsville, OH 43950 (hereinafter called "Grantor") and **Regency Utica Gas Gathering LLC**, a Delaware limited liability company, whose address is 2001 Bryan Street, Suite 3700, Dallas, Texas 75201 (hereinafter "Grantee"), covering lands situated in the Township of Mead, County of Belmont, State of Ohio, and described as Parcel ID No. 14-60001.000. All capitalized terms not defined in this Addendum shall have the meaning set forth for such term in the Pipeline Right-of-Way Agreement (the "Agreement").

Within thirty (30) days of execution of the Agreement, Grantee shall pay Grantor Nine Thousand Four Hundred Sixty-Five and 00/100 Dollars (\$9,465.00) representing the payment to acquire rights set forth in the Agreement payable only upon the proper execution and notarization, in duplicate, of the Agreement and this Addendum.

The payment to acquire rights set forth in the Agreement (the "Payment") shall comprise:

- (A) **Three Thousand Fifty and 00/100 Dollars (\$3,050.00)** as consideration for the rights granted under the Agreement, including the construction and installation of the initial pipeline and Pipeline Facilities; and
- (B) **Six Thousand One Hundred and 00/100 Dollars (\$6,100.00)** as consideration for the rights granted under the Agreement, including the construction and installation of two (2) additional pipelines; and
- (C) **Three Hundred Fifteen and 00/100 Dollars (\$315.00)** for any and all damages associated with (1) the construction and installation of the initial pipeline(s) and initial Pipeline Facilities, including any ATWSA, and (2) the exercise of the rights granted under the Agreement.

Notwithstanding the above, the total amount of the Payment shall be **Nine Thousand Four Hundred Sixty-Five and 00/100 Dollars (\$9,465.00)**, which includes, *inter alia*, a total of three (3) crossings which will consist of one (1) 42" pipeline, one (1) 12" water line and one (1) carrier pipe for any associated underground Pipeline Facilities, all of which will be installed and constructed during the same phase of construction.

Grantor shall execute a Receipt and Release for the Payment.

Grantor and Grantee agree that in the event the Final Route Map shows a change in the total linear footage of the pipelines, whether more or less linear footage, no additional payment shall be made by Grantee to Grantor for more linear footage, nor shall Grantor be required to refund Grantee any portion of the Payment made to Grantor by Grantee for less linear footage.

If at the time of execution of this Agreement or any time thereafter, Grantor owns a less interest in the Premises than the entire and undivided surface estate, the payments herein provided shall be paid to Grantor only in the proportion which Grantor's interest bears to the whole and undivided fee of the surface estate.

It is hereby agreed between Grantor and Grantee herein that the consideration recited above is for the rights granted under the Agreement, including the construction and installation of a maximum of three (3) pipelines one of which may contain any associated underground Pipeline Facilities. The damage payment cited above is for any and all surface damages associated with the construction and installation of a total of three (3) crossings which will consist of one (1) 42" pipeline, one (1) 12" water line and one (1) carrier pipe for any associated underground Pipeline Facilities and exercise of the rights granted under the Agreement. Any damages to Grantor's underground waterlines will be invoiced to Grantee at the actual cost of repairing said damages. Damages will also include water loss. Water loss shall be estimated by Grantor and will be invoiced to Grantee as material cost.

This Addendum shall not abrogate or alter the Right-of-Way Area and/or Permanent Right-of-Way granted under the aforementioned Pipeline Right-of-Way Agreement in any other respect or limit Grantee's rights thereunder in any way.

All payments hereunder may be made to Grantor by check or draft made payable to the order of Belmont County Sanitary Sewer District #3 and mailed and delivered to P.O. Box 457, St. Clairsville, OH 43950, who is hereby authorized to receive and receipt for the same.

**SPECIAL CONDITIONS:**

**1. Notification Prior to Excavations**

As required by law, each party shall notify Ohio Utility Protections System, a/k/a OUPS (#811) and the other party at the phone numbers set forth in Section 7 (Notices) below, at least forty-eight (48) hours in advance of any excavation, which shall include digging in the Encroachment Area, except in the case of emergencies, in which case notice shall be given immediately. Grantee shall notify Grantor at least three (3) business days prior to construction or maintenance work being performed within the Encroachment Area. Each party shall allow the other party the right to be present during any excavation within the Encroachment Area to help ensure the integrity of its pipeline(s) and the public safety. After installation of the pipeline(s) is complete, the other party shall promptly and properly backfill all excavations made by or for such party on the Encroachment Area. Such excavating party shall ascertain from the other party, and plainly mark before any excavations are made and during all times that work is being performed, the exact location of all pipelines or other facilities that may be below the surface of the ground or otherwise not plainly visible. Each party hereby accepts sole responsibility for so doing and shall be solely liable for all loss, damage, injury or death caused or contributed to by any lack of or improper marking.

**2. Insurance**

Grantee and any contractor hired by Grantee shall maintain adequate insurance to cover all property and injury losses in connection with the pipelines and Pipeline Facilities or any work performed on the Grantor's Premises. Said insurance shall be in the minimum amount of \$5,000,000.00 per occurrence for coverage including but not limited to, worker's compensation, personal injury, and property damage. All policies shall name Grantor as an additional insured. Grantor shall be provided with a certificate of insurance evidencing Grantee's insurance coverage for the life of the Easement.

**3. Indemnification**

Grantee shall defend, indemnify and hold harmless Grantor from any claims, demands, damages, costs and expenses, judgments, liabilities, losses, and causes of action arising out of, or as a result of any act of commission or omission caused by Grantee, its employees, agents or contractors directly relating to Grantee's operation of its pipelines and use of the Premises, including, but not limited to, claims for injury to or death of any persons, or damage, loss or destruction of property, except when such claims, damages, costs and expenses, judgments, liabilities and causes of action are caused by or result from the intentional acts and/or negligence of Grantor, its agents or contractors.

**4. Limitations of Pipelines**

Grantee is hereby granted the right to locate, excavate, construct, install, operate, maintain, inspect, repair, protect, replace in whole or in part, remove and/or abandon three (3) below ground pipelines within the Permanent Right-of-Way.

**5. Pipeline Depth**

Grantee shall bury all pipelines at a minimum of two (2) feet below any previously installed pipelines as measured from the top surface of the lower pipeline to the bottom surface of the upper pipeline. Said pipeline(s) shall be installed such that the minimum vertical distance between Grantor's 24" water line and Grantee's concrete warning slab equals 18". In addition, Grantee shall install its pipelines in such a manner as to insure that Grantor's water line(s) will not be exposed at any time during the construction process.

**6. Below Ground Rights**

Excepting pipeline markers as set out below, the parties hereto agree the right to install and use the Pipeline Facilities, including but not limited to electric power, fiber optics and/or telephone service, as referenced in the Agreement and this Addendum is granted insofar as such installation and use is in conjunction with the rights granted herein and any such installation of the same shall be below ground surface only and shall not exceed the maximum three (3) crossings of Grantor's water lines as defined above.

**7. Geophysical Studies**

Any and all geophysical or geotechnical studies conducted by Grantee as may be required by the installation and construction of its pipelines must be conducted without the use of explosives or other techniques that generate heavy vibration.

**8. Access Restrictions**

Except in the case of an emergency, Grantee's rights of ingress and egress across and through the Premises shall be limited to the Right-of-Way Area as depicted on the Exhibit "A" attached hereto and incorporated herein. Grantee shall install a hard crossing across the surface of the right-of-way at a location mutually agreeable to Grantor and Grantee. Such hard crossing is intended for non-vehicular and vehicular traffic, not to exceed 50 tons crossing the right-of-way. The type of hard crossing (which could be anything from timber mats to a ramp of additional soil) shall be determined by Grantee as a result of stress calculations conducted by Grantee and approved by Grantor. Grantee agrees not to use the abandoned railroad bed as a means of ingress and egress unless Grantor has approved in writing the use of an adequate hard crossing to absorb the stress at any crossing points and avoid any potential damage to Grantor's water and sewer lines.

**9. Pipeline Markers**

All buried pipeline crossings shall be clearly and permanently marked above ground with a marker post indicating the location of the buried pipeline(s).

**10. Permits**

Grantee, at its sole cost and expense, shall be responsible for obtaining all applicable permits required by local, state and federal agencies prior to constructing, maintaining, operating and replacing the Encroachment.

**11. Notices**

All notices, consents or demands required by this Agreement or other communication between the parties shall be deemed to have been given when reduced to writing and (a) delivered personally; (b) deposited in the United States mail, first class, postage prepaid, return receipt requested; (c) sent via an established national overnight delivery service (such as Federal Express) charges prepaid; or (d) sent via an electronic communications method provided the sender obtains written confirmation of receipt of the communication by the electronic communication equipment, addressed as follows:

If to Grantor:

Belmont County Sanitary Sewer District #3  
P.O. Box 457  
St. Clairsville, OH 43950  
Office: 740-695-3144

If to Grantee:

Regency Utica Gas Gathering LLC  
101 W. Third Street  
Williamsport, PA 17701  
Office: 570-505-3700  
Attn: Eastern Region Right of Way  
Manager

**12. Warranty**

Grantor makes no warranty of title and should Grantee make payment to Grantor and not utilize said Right-of-Way Area for any reason, including title issues, said payment to Grantor is non-refundable. Further, Grantor makes no warranty with respect to any pre-existing environmental conditions, including any prior uses of the Premises as a dumpsite for hazardous materials.

**13. No Interference**

Other than the rights granted herein regarding the described crossing, neither party shall interfere with or obstruct the other party's use of its respective easement and right-of-way or injure or interfere with any person or property on or about such easement and right-of-way. Each party acknowledges that this Agreement shall in no way alter, amend, or terminate the rights and privileges of the other party under its respective easement and right-of-way, except as set forth herein.

**14. Subleasing**

It is hereby agreed and understood between Grantors and Grantee that Grantee will not sublease any part of the Right-of-Way Area without written consent from the Grantors.

**15. Encroachment Area Approval**

Grantee shall provide Grantor applicable specs, design drawings, and engineering plans (hereinafter the "Plans") prior to the installation of its pipeline(s). The cross-section of the Plans shall clearly depict the minimum vertical distance between Grantor's 24" water line and Grantee's concrete warning slab as 18". All crossings of Grantor's water and sewer lines must be approved by Grantor in writing. Grantor shall provide a written response within fifteen (15) business days of receiving the Plans. Grantor's approval shall not be unreasonably withheld, conditioned or delayed.

**16. Exclusive Rights**

The Permanent Right-of-Way as depicted on the Exhibit "A" attached to the Agreement is exclusive to the Grantee and their successors and assigns. The Grantor has the right to grant other easements and/or right-of-ways outside of the Permanent Right-of-Way and across the Premises, provided such easements and/or right-of-ways do not interfere with Grantee's use and enjoyment of the rights herein granted. Any encroachment of the Permanent Right-of-Way by third parties shall be subject to review and written approval of Grantee to ensure said encroachment is engineered and constructed in a manner which protects and preserves the integrity and safe operation of the pipeline(s) and Pipeline Facilities. Grantee shall have thirty (30) business days to review and respond to a third party request for an encroachment of the Permanent Right-of-Way. Grantee's approval shall be in the form of an encroachment agreement.

**17. Relocation of Pipeline**

Grantee shall yield to any and all water line maintenance, improvements and/or new water line projects by Grantor. Grantor reserves the right to request that Grantee relocate its pipeline(s) as needed to accommodate new water line projects. Grantor shall give Grantee at least 270 days' written notice to relocate its pipelines and Grantee shall be responsible for all costs associated with relocating their pipelines. Upon any relocation of Grantee's pipeline(s), the original right-of-way and easement granted herein shall be automatically revised and incorporated herein to reflect such change in location.

**18. Existing Pipeline(s)**

In the event Grantee causes any damages to the Grantor's existing and/or future water and sewer lines, Grantee shall be responsible for the repair and/or replacement of said line(s). Grantee shall be responsible for any and all damages to Grantor's water and sewer lines resulting from Grantee's activities on the Premises, including but not limited to installation, construction, repair, maintenance, excavation and equipment traffic.

**19. Extreme Care During Construction Required**

Grantee understands the risks associated with installing a pipeline in the vicinity of Grantor's high pressure water lines and agrees to exercise all due care and extreme caution during the installation and construction of its pipeline(s) to avoid damage to said water lines. Should Grantee's pipelines be damaged as a result of a breach of one or more of Grantor's water lines, Grantee agrees to hold Grantor harmless from any said damages to Grantee's pipelines caused by the breach.

**20. Governing Laws**

The Agreement and this Addendum shall be governed by and construed in accordance with the laws of the State of Ohio.

**21. Compliance**

Grantee shall conduct operations and activities on the Premises in accordance with all Federal, State, or Local and/or any other governing authorities' laws, rules and regulations, directives, permits and orders, now or hereinafter in force.

**22. Binding Effect**

The parties hereto intend to be legally bound by the Agreement and this Addendum. The Agreement and this Addendum shall be binding upon the heirs, successors and assigns of the parties hereto and shall be deemed to be a covenant running with the Premises. In the event of a conflict in the terms of the Agreement and this Addendum, the terms of the Addendum shall prevail.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY HEREAFTER]

IN WITNESS WHEREOF, Grantor and Grantee hereunto set hand and seal on the date first written above.

**GRANTEE:**

REGENCY UTICA GAS GATHERING LLC  
By: Regency Gas Services, LP, its sole member  
By: Regency OLP GP LLC, its general partner  
Jay Ford /s/

By: Jay Ford  
Title: Director – Land and Right of Way

**GRANTOR:**

BELMONT COUNTY SANITARY SEWER  
DISTRICT #3  
By: Belmont County, OH Board of Commissioners  
Matt Coffland /s/

By: Matt Coffland  
Title: President of the Board of Commissioners

**GRANTOR:**

BELMONT COUNTY SANITARY SEWER  
DISTRICT #3  
By: Belmont County, OH Board of Commissioners  
Mark Thomas /s/

By: Mark Thomas  
Title: Vice President of the Board of Commissioners

**GRANTOR:**

BELMONT COUNTY SANITARY SEWER  
DISTRICT #3  
By: Belmont County, OH Board of Commissioners  
Ginny Favede

By: Ginny Favede  
Title: Member of the Board of Commissioners

Upon roll call the vote was as follows:

Mr. Thomas            Yes  
Mr. Coffland         Yes  
Mrs. Favede           Yes

**IN THE MATTER OF ACCEPTING THE QUOTE FROM DIGITAL DATA COMMUNICATIONS FOR COURTHOUSE SERVER UPGRADE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the quote for the Belmont County Courthouse Server Upgrade from the only bidder, Digital Data Communications, in the amount of \$71,443.88 based upon the recommendation of Barb Blake, Fiscal Manager.

Upon roll call the vote was as follows:

Mr. Thomas            Yes  
Mr. Coffland         Yes  
Mrs. Favede           Yes

**IN THE MATTER OF APPROVING PRICE QUOTATION FROM CARDELLO ELECTRIC-WHEELING FOR JUVENILE/PROBATE CEILING RENOVATION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve price quotation number 492093 from Cardello Electric-Wheeling in the amount of \$4,731.06 for light fixtures and dimmers needed for the Belmont County Juvenile/Probate Courtroom ceiling renovation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING PRICE QUOTATION FROM CARNEY & SLOAN FOR ONE STAINLESS STEEL PREP TABLE/JAIL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve price quotation number 100714 from Carney & Sloan, Inc. in the amount of \$977.80 (including shipping) for one Duke Manufacturing Model No. 316-3096 stainless steel prep table needed for the kitchen at the Belmont County Jail.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING THE PROPOSAL FROM ERB ELECTRIC FOR SECURITY UPGRADES/HEALTH DEPT.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the proposal dated 10/15/14 from Erb Electric in the amount of \$3,855.00 for the labor necessary to install power to two new electrical door strikes, as well as to provide and install a SecuraKey 2-door panel with two HID Proximity Readers and fifteen HID Key Fobs, and one door-open control button in the front desk area at the Belmont County Health Department.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF AUTHORIZING THE BELMONT COUNTY AUDITOR TO PETITION THE COURT OF COMMON PLEAS REGARDING IDLE FUNDS/HEALTH DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following resolution concerning idle funds:

**RESOLUTION**

**WHEREAS**, the Belmont County Health Department has the following funds with unexpended balances that are no longer necessary in the operation of the agencies due to the termination of the activity, service or other undertaking for which the funds originally existed, and all obligations incurred have been paid:

F76	Public Health Infrastructure Grant (PHI)	\$	915.88
F79	Women's Health Service	\$	3,877.75
F80	OH Healthy Home-Lead Poison Prev	\$	10,172.89
F81	PH Emergency Readiness (H1N1)	\$	52.49
T77	Immunization Action Program (IAP)	\$	4,649.05
<b>TOTAL</b>			<b>\$ 19,668.06</b>

**WHEREAS**, pursuant to Ohio Revised Code Section 5705.14, the Belmont County Commissioners have designated the aforementioned accounts as idle funds upon approval of the Court of Common Pleas; and

**WHEREAS**, the fund balances in the total amount of **\$19,668.06** will be transferred to the General Fund; and

**NOW BE IT RESOLVED**, the Board of County Commissioners hereby authorizes the Belmont County Auditor to petition the Court for the closing of the aforementioned funds and for the transfer of the unexpended fund balances.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ACCEPTING AND SIGNING THE PROPOSAL FROM THYSSENKRUPP FOR THE COURTHOUSE ELEVATOR MODERNIZATION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept and sign the proposal from ThyssenKrupp in the amount of \$114,168.00 to for the Belmont County Courthouse elevator modernization project.

**Modernization Proposal**

Purchaser:	Belmont County Commissioners	Project Location:	Belmont County Courthouse
Address:	101 West Main Street	Project Address:	101 West Main Street
City/State/Zip:	St. Clairsville, OH 43950	City/State/Zip:	St. Clairsville, OH 43950

On behalf of ThyssenKrupp Elevator, I am pleased to quote **\$114,168.00** (sales tax not included) to perform certain work to modernize elevator 1 at the above referenced location as described in this multi-page proposal (the "Proposal"). This Proposal is valid for 60 days.

If you have any questions or concerns, please do not hesitate to contact me at (304) 342-0187 ext. 4126. We appreciate your consideration.

Sincerely,  
Gary Roberts  
Modernization Sales Representative  
c/o ThyssenKrupp Elevator  
901 Morris Street Charleston, WV 25301  
Garyw.roberts@thyssenkrupp.com

**SCOPE OF WORK**

Machine	HYDRAULIC
Hoist Motor	ELEVATOR 1
	New TKE submersible Pump Unit
	New Motor Included with New Machine



Deflector Sheave	N/A
Control System	New TAC 32 Microprocessor Controller
Destination Dispatch	N/A
Selector System	New Steel Selector Tape
Drive System	New Solid State Starter
Governor	N/A
Hoist & Governor Cables	N/A
Traveling Cables & Wiring	New Traveling Cable & Hoistway Wiring
Car Frame	Reuse Existing
Car Platform	Reuse Existing
Car Guide Shoes	Reuse Existing
Safety	N/A
Counterweight Frame	N/A
Counterweight Guide Shoes	Reuse Existing
Guide Rails	Reuse Existing
Buffers	Reuse Existing
Entrance Frames	Reuse Existing
Entrance Door Panels	New Powder Coated Entrance Door Panels
Hoistway Sills	Reuse Existing
Door Operator	New GAL MOVFR Door Operator
Car Door Panel	New Brushed Stainless Steel Car Door Panel(s)
Car Sill	New Aluminum Sill(s)
Door Detectors	New Electronic Door Edge
Car Enclosure	***New ThyssenKrupp Cab
Flooring	By Others
Signals	See Special Features
Pit Ladder	New Pit Ladder
LEED / Green Project	No

**Special Features**

**NEW STAINLESS STEEL #4 FINISH FIXTURES WILL BE PROVIDED. NEW CAR CALL FIXTURES WILL BE PROVIDED. NEW CAR RIDING LANTERNS WILL BE PROVIDED TO INDICATE CAR DIRECTION AND ARRIVAL. NEW HOISTWAY ACCESS FIXTURES WILL BE PROVIDED AT THE TOP AND BOTTOM LANDINGS PER CODE. NEW HOISTWAY DOOR JAMB BRAILLE WILL BE PROVIDED ON EACH SIDE OF EACH DOOR JAMB. ALL WORK TO BE PERFORMED PER SPECIFICATION.**

\*\*\*ThyssenKrupp Elevator's Standard Cabs have been tested by UL to meet California's strictest indoor air quality standards CA01350. This standard is required by many other jurisdictions to prove the health of indoor air quality. All work described in this Proposal will be performed in accordance with the version of all applicable state or local codes that deal exclusively with the installation and/or modernization of elevators that are in effect at the time that this Proposal is fully executed. In the event that either (A) those codes change or (B) rulings are made by the applicable authority having jurisdiction that extend the application of those codes following the complete execution of this Proposal, the labor and materials necessary to ensure that the work described herein complies with such changes shall be performed at an additional cost to Purchaser based on ThyssenKrupp Elevator's standard billing rates as posted in its local office. It is solely the Purchaser's responsibility to ensure that the work described in this Proposal meets all applicable Federal, state and/or local codes that do not deal exclusively with the installation and/or modernization of elevators and to secure any necessary permission and/or priority from all applicable governmental authorities to complete that work.

**OUR PRODUCTS AND THE ENVIRONMENT**

ThyssenKrupp elevator products are designed for efficiency and productivity. And, by truly understanding your needs and by incorporating innovative technology, we're able to offer elevators that are not only more productive and more efficient; they also demonstrate a deep respect for the environment. ThyssenKrupp elevator endeavors to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) are available for review at your request.

Be advised of the following approximate and estimated lead times in effect as of the date of this Proposal.

Preparation of submittals upon receipt of subcontract and plans: <i>(Additional Time Required for Cab, Signal, Entrance If Applicable)</i>	2 - 4 weeks
Approval of submittals by Purchaser	Varies
Fabrication time from receipt of all approvals, fully executed contract, and Payment of pre-production and engineering invoice:	8 - 10 weeks
Modernization of elevator system: <i>(After completion of all required preparatory work by others)</i>	5 -6 weeks

Project completion must occur on or before December 31, 2015, or the Purchaser agrees, by executing this Proposal, that the labor and material contained in this Proposal will be subject to escalation based on increased material and labor costs incurred by ThyssenKrupp Elevator.

**INSTALLATION SEQUENCE AND SCHEDULE**

All work specified herein will be performed during "regular working hours of regular working days as is customary in the elevator industry" defined as 7:30AM to 4:30 PM, except scheduled holidays.

All vertical transportation equipment described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal. Temporary elevator service is not included in this Proposal.

Prior to commencing work, ThyssenKrupp Elevator will provide Purchaser with a written work schedule. That schedule and any changes to it shall be agreed to by both parties' authorized representatives in writing before becoming effective.

**WORK NOT INCLUDED**

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to ThyssenKrupp Elevator's performance of its work as described in this Proposal. It is Purchaser's sole responsibility to coordinate the performance of these items with ThyssenKrupp Elevator to ensure a successful completion of this project. The following is a list of those items that are not included in this Proposal:

- 1) Equipment Storage: the provision of a dry and secure area at the project site for storage of the elevator equipment at the time of delivery and the provision of adequate ingress and egress to this area. Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser's sole expense;
- 2) Electrical:
  - a) suitable connections from the power main to each controller and signal equipment feeders as required, including

- necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions;
- b) the wiring to the controller for car lighting per N.E.C. Articles 620-22 and 620-51;
  - c) a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
  - d) wiring and conduit from life safety panel or any other monitor station to the elevator machine room or a suitable connection point in hoistway;
  - e) a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - f) a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
  - g) automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and
  - h) electrical cross connections between elevator machine rooms for emergency power purposes;
- 3) Machine Room: a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting and a machine room temperature maintained between 50 and 90 degrees Fahrenheit, with a relative humidity less than 95% non-condensing;
  - 4) Heat and Smoke Sensing Devices: heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways with normally open dry contacts terminating at a properly marked terminal in the elevator controller;
  - 5) Dedicated Telephone Lines: a dedicated telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;
  - 6) Removal of Obstructions: the cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper modernization of the elevator(s);
  - 7) Fire Rating: the furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
  - 8) Flooring: all work relating to the flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
  - 9) Painting: all painting, except as otherwise specifically included herein;
  - 10) Waterproofing: ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
  - 11) If entrances are replaced: adequate bracing of entrance frames to prevent distortion during wall construction and all sill supports, steel angles, sill recesses, and the grouting of doorsills;
  - 12) If the hydraulic jack is replaced:
    - a) the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, ThyssenKrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at ThyssenKrupp Elevator's labor rates as posted in its local office along with the actual cost of any additional material plus 15%;
    - b) adequate ingress and egress, including ramping, for a truck-mounted drill rig;
    - c) removal of all dirt and debris from each hole location;
    - d) in ground protection systems other than ThyssenKrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
    - e) any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
    - f) engineering, provision and installation of methane barriers or coordination/access;
    - g) access to 2" pressurized water supply within 100'-0" of the jack hole location;
    - h) a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment;
    - i) any spoils or water testing; and
    - j) the hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. ThyssenKrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. ThyssenKrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

#### **ASBESTOS AND SAFETY**

The Purchaser is solely responsible for the removal and disposal of asbestos containing material at the jobsite. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser will monitor ThyssenKrupp Elevator's work place and prior to and during ThyssenKrupp Elevator's manning of the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees or those of ThyssenKrupp Elevator's subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. The Purchaser is solely responsible for ensuring that any governmentally-required safety provisions will be followed. ThyssenKrupp Elevator reserves the right to discontinue work on the jobsite whenever, in ThyssenKrupp Elevator's sole opinion, its personnel do not have a safe place to work.

#### **PAYMENT TERMS**

This Proposal is based on the following payment terms:

Forty percent (40%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) will be due and payable as an initial progress payment within 30 days from ThyssenKrupp Elevator's receipt of a copy of this Proposal signed by the Purchaser. This initial progress payment will be applied to costs and fees associated with project management, permits, submittals, and raw material procurement and its receipt will trigger the ordering of material to complete the scope of work described on pages 2 and 3.

An additional twenty-five percent (25%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite, ThyssenKrupp Elevator staging facility, or any other location designated by the Purchaser at its sole expense.

ThyssenKrupp Elevator's receipt of payment is required prior to mobilization of its labor associated with the work described on pages 2 and 3.

Thereafter Purchaser shall make progress payments which shall be due not later than the fifteenth (15<sup>th</sup>) day of each month for labor and materials furnished, as defined above, through the last day of the preceding month. Such payments shall also

include any changes to the Proposal amount made by change orders to the extent completed. Time is of the essence. The remainder of the Proposal amount, including change orders, is due at the time of completion and approval by the local authority having jurisdiction (if applicable), but prior to turnover of the equipment by ThyssenKrupp Elevator to the Purchaser for use. If there is more than one unit that is the subject of this Proposal, final payment shall be made separately as each unit is completed.

ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed and/or modernized pursuant to this Proposal until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full Proposal amount set forth on page 1 as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) along with all applicable change orders. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made as agreed, and ThyssenKrupp Elevator has received assurance satisfactory to it that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at 1 1/2 % per month or the highest legal rate, whichever is less.

In the event the Purchaser defaults on any payment, or on any other provision of this Proposal, the unpaid balance of the Proposal price (including any change orders), less the cost of completing the work, as estimated by ThyssenKrupp Elevator, shall immediately become due and payable.

#### **TESTS, GOVERNMENTAL APPROVAL, CLEANUP AND PURCHASER INSPECTION**

At the conclusion of its work described herein, ThyssenKrupp Elevator will perform safety, full load, Phase I and Phase II Fire Service tests (as applicable) to ensure that the equipment that is the subject matter of this Proposal conforms to applicable codes.

ThyssenKrupp Elevator will provide Purchaser with copies of reports generated in conjunction with completed tests.

ThyssenKrupp Elevator will perform all tests described herein during regular working hours of regular working days as is customary in the elevator industry.

Should the Purchaser require performance of these tests outside the regular working hours of regular working days as is customary in the elevator industry, ThyssenKrupp Elevator will provide Purchaser with a separate and additional proposal to accomplish those tasks at those times at an additional cost.

The price of this Proposal includes one (1) inspection by the local authority having jurisdiction. Should the local authority having jurisdiction refuse to issue written approval to Purchaser to use and operate the equipment due to items that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal, the Purchaser shall be financially responsible for (A) addressing those items, (B) the cost of the additional inspection(s) by the local authority having jurisdiction and (C) the labor incurred by ThyssenKrupp Elevator to attend those additional inspections at ThyssenKrupp Elevator's current billing rate as posted at its local office.

Should the Purchaser or the local authority having jurisdiction require ThyssenKrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate ThyssenKrupp Elevator for its time at ThyssenKrupp Elevator's current billing rate as posted at its local office.

ThyssenKrupp Elevator shall not be liable for any damage to the building structure or the elevator resulting from the performance of any tests it shall perform at any time under this Proposal.

At the conclusion of its work, ThyssenKrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in ThyssenKrupp Elevator's sole opinion, is neat and clean.

Upon notice from ThyssenKrupp Elevator that the work described herein has been completed, Purchaser will arrange to complete an inspection of the work with ThyssenKrupp Elevator and will provide Purchaser's final acceptance thereof in writing by Purchaser's duly authorized representative at that time if the work is acceptable. The date and time for such an inspection shall be mutually agreed upon. In no event shall that inspection occur more than ten (10) business days after the date of ThyssenKrupp Elevator's written notice to Purchaser that the work herein has been completed unless both parties agree otherwise in writing. Immediately following its inspection of the work, Purchaser's duly authorized representative shall execute ThyssenKrupp Elevator's "Final Acceptance" form(s) prior to turnover and use of the equipment described in this Proposal. Purchaser shall not unreasonably delay or withhold such final inspection or its written acceptance of the work.

#### **WARRANTY**

*ThyssenKrupp Elevator warrants the equipment it installs under this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of ThyssenKrupp Elevator's "Final Acceptance" form(s) mentioned above on the express condition that all payments made under both this Proposal and any mutually agreed-to change orders have been made in full, or two (2) years from the date material ships from the manufacturer. This warranty is in lieu of any other warranty or liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will ThyssenKrupp Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. ThyssenKrupp Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of any equipment that has been the subject of revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.*

#### **TERMS AND CONDITIONS**

All work described in this Proposal will be performed in a workmanlike manner and will include all labor and material as specified herein.

This Proposal does not include any maintenance, service or repair of the equipment or any other work not expressly described herein. ThyssenKrupp Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Proposal and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Proposal and any mutually agreed to-change orders have been made. In the event of any default by Purchaser with respect to any payment, or under any other provision of this Proposal, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Proposal or to

collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this Proposal shall be in the county in which the ThyssenKrupp Elevator branch office that is performing the work in question is located.

ThyssenKrupp Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

Performance of this Proposal is contingent upon Purchaser furnishing ThyssenKrupp with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment described in this Proposal.

Should loss of or damage to ThyssenKrupp Elevator's materials, tools or work occur at the job site, Purchaser shall compensate ThyssenKrupp Elevator, unless such loss or damage is caused solely by ThyssenKrupp Elevator's negligence.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond ThyssenKrupp Elevator's standard coverage and limits will be an addition to this Proposal's price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or any equipment located in the elevator machine room and/or hoistways of the project location.

Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Proposal, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances.

If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Proposal, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy.

Purchaser's acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or Proposals, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

**ACCEPTED:**

Belmont County Commissioners Office  
By: \_\_\_\_\_  
(Signature of Authorized Individual)  
BELMONT COUNTY COMMISSIONERS  
(Printed or Typed Name)

**ThyssenKrupp Elevator Corporation**  
901 Morris Street  
Charleston, WV 25301  
By: Gary Roberts /s/  
(Signature of TKE Representative)  
Gary Roberts  
(304) 342-0187 ext. 4126

Title: Matt Coffland Date: 10-22-14  
Ginny Favede  
Mark A. Thomas

Date: 9-29-14  
Approved by: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

DATED APPROVED: 10/22/14  
Matt Coffland /s/  
Ginny Favede /s/  
Mark A. Thomas /s/

BELMONT COUNTY COMMISSIONERS  
APPROVED AS TO FORM:  
David K. Liberati /s/ Assistant  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**9:15 Rob Sproul, Deputy Health Commissioner**  
**Re: Ebola preparedness**

Commissioner Favede advised that she had contacted the Belmont Co. EMA asking for an Ebola preparedness plan. EMA Director Dave Ivan stated that would be more under the direction of the Health Department. Therefore, she scheduled Mr. Sproul in today's meeting. Mr. Sproul gave the history on how this came to be in Belmont County. One of the nurses that took care of a patient in Dallas, flew to Ohio on the 10<sup>th</sup>, and flew back out on the 13<sup>th</sup>, and showed symptoms. She is now quarantined. The State of Ohio did contact tracing to find out who she was in contact with while she was in Ohio. Belmont Co. Health Dept. found out on Saturday that we had two (2) individuals that fell into one of tiered categories. One we have is very low risk. The risk factor is very minimal. The Center for Disease Control does not even go to that level. But Ohio is taking an extra step. Mr. Sproul's department has been in contact with our local EMS, EMA and our hospitals. They are

monitoring this person daily. Temperature monitoring is what is being done at this point. If anything changes, they are prepared to move onto the next step. He reiterated there is very minimal risk with these people and extra precaution is being taken. The final recommendations just came out yesterday. The situation keeps evolving. If anyone has any questions, he asks that you call the Health Dept. The temperature has been dropped lower due to a nurse having a low grade fever and being allowed to fly. There have been a lot of missteps by the CDC and in Dallas. The positives are plans and policies are being improved. The Belmont County people's quarantine ends November 3. Mrs. Favede asked if you can be a carrier and not be infected. Mr. Sproul answered, "No." He said you have to show symptoms before you are contagious. Everyone in Ohio is on the November 3<sup>rd</sup> deadline and will be released from quarantine. The United States has a much better public health system and education than in Africa. Mr. Coffland thanked Mr. Sproul and Mr. Ivan for putting on a first responders meeting. He said it was very educational. He stressed that the only way you can get sick is by touching bodily fluids from an infected person. Mr. Thomas thanked Mr. Sproul for doing an excellent job with the media to help calm sincere concern as it had been reported through some of the media that gave the warning that the two individuals here actually were diagnosed with the symptoms.

At this time Auditor Andy Sutak joined the meeting. Mr. Thomas read the following Resolution:

**IN THE MATTER OF RESOLUTION WAIVING  
LOCAL GOVERNMENT FUNDS FOR 2015**

**RESOLUTION WAIVING LOCAL GOVERNMENT FUNDS FOR 2015**

Motion made by Mr. Thomas, seconded by Mr. Coffland, to adopt the following Resolution:

**WHEREAS**, Ohio Revised Code section 5747.53 authorizes the adoption of an alternative method for determining the amount to be apportioned from the undivided local government fund ('LGF') among the various political subdivisions within a county; and,

**WHEREAS**, the various subdivisions have used the same formula in the county for many years and which allocates 15.35% to Belmont County; and,

**WHEREAS**, Belmont County's budget and receipts are more stabilized over the last few years due to an improved economy, sales tax receipts and other revenue generators; and,

**WHEREAS**, the Belmont County Commission recognizes that recent state local government cuts have crippled all of our local governments and they are in need of financial help; and

**WHEREAS**, the Belmont County Commission desires to help all of the county's political subdivisions for the 2015 year; and,

**WHEREAS**, the Belmont County Commission is not adopting an alternative funding method but only waiving its 2015 allocation on a one-time basis.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Belmont County, Ohio:

1. That the Board of County Commissioners instructs the Belmont County Budget Commission to reduce its allocation, by waiver, of the LGF to 0.00% for calendar year 2015 only.
2. That the Board requests the Belmont County Budget Commission to redistribute its 15.35% allocation to the all political subdivisions in proportion as currently allocated within the formula, minus Belmont County.
3. That a certified copy of this resolution be delivered to the Belmont County Budget Commission

Upon roll call the vote was as follows:

Mr. Thomas	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mrs. Favede	<u>Abstain</u>

**DISCUSSION HELD RE: LOCAL GOVERNMENT FUNDS** –Pease Township Trustee Mike Bianconi stated his appreciation for any additional funds given to his township, noting it will go to good use. Commissioner Coffland stated this gives additional funding to 16 townships, 14 villages, 2 cities and all the park districts. Auditor Sutak advised the same formula was used that has been for the past 30 years. He suggested every year the Commissioners look at this and see how revenues and things are going in the county to see what they may want to do. He said since local government funds are on a percentage distribution instead of a flat or certified amount, if we receive more money, you could receive more money on top of this. When LGF were at their peak years back, most townships received close to \$65,000.00 of which \$12,000.00 was set aside for equipment. With the 54% cut that has happened, the equipment amount went away, and it really has hurt many townships and some of the cities. Mr. Sutak said this shows that we are all trying to work together for the betterment of all of our residents and political subdivisions. Commissioner Thomas advised this was discussed back in July during the Budget Commission hearings. He thanked Auditor Sutak for being cooperative on this issue. He said the county for 2015 is projected to get \$236,160.00 and 15.35% share. That is what the county is going to forego and pass on to everyone else. He noted the amount of work the Auditor has spent on this. Mr. Thomas had a handout prepared by the Auditor that shows the current allocation and then the proposed new allocation for each political subdivision in the county. For example, in 2003 Pease Township received \$67,898.00 in LGF. In the 10 year period at such, it continually dwindled, except for a couple of years it went up \$1,000 or so dollars. It is now as of 2013 at \$27,376.88. That is a \$40,000.00 difference to one township alone, and everyone is affected. Pease Township is proposed to get \$27,193.22. Through this resolution from the Commissioners, Pease Township will receive \$32,192.71. Pultney Township Trustee Frank Shaffer was present. They are scheduled to get \$26,754.28. Under this proposal, they will get \$31,686.37. Councilmen Lyle and Smith from the Village of Bridgeport were also present. The village is scheduled to get \$61,481.51 under the current plan. They now will get \$71,745.77. Mr. Thomas stated the Commissioners are pleased to do this. He said if the county's funding sources continue to increase, if the budget is stable, and no massive crisis, they will be happy to try and look at whatever ways they can do it. Many people are working on trying to get local government funds restored.

Commissioner Favede explained, "I did abstain from the vote as I was not part of the discussion. I was on vacation during the 2014 budget hearing. I truly want to help our local governments and continue to fight for the return of local government funds on their behalf. My responsibility goes to managing the county finances. We have not adequately reviewed our financial situation for 2015. I have grave concern regarding our financial situation going into the future. I have compiled a list of indebted monies and general fund increases for next year that total nearly \$5 million." Mrs. Favede then read a list of debt/increases for next year that totaled \$4.7 million.

Mr. Thomas commented, "This is a \$236,160.15 waiver of funds for one year only. Our local political subdivisions need this more. We will find ways." He asked Auditor Sutak to explain how we may make up the \$236,000.00. Mr. Sutak replied, "Well we are going to pick up probably close to that in some of our wells that we will be collecting when we send the bills out. We increased a little bit towards our sales tax. So I just thought that that small amount, and with all our other costs, we'll just have to look, with additional sales tax to plug in those numbers. When you talk about debt and so on and so forth, those are set amounts that we will have to come up to pay. We do have a jail payment that's going to be coming off after 2015, so that will free up some additional funds there that we can apply to other things. So there's a multitude of things that we can look at and we'll sit down and we'll figure out and find a way to take care of that."

Mr. Coffland said, "First of all, I'm proud of this resolution that went today. After we received our first check of \$3 million from Rice Energy and we have another check coming of over \$3 million, we were approached by all the entities that asked us 'how about helping us out a little bit – is there anything you can do to help us?' and we started this process back in July at our budget hearing and continued to work and asked Auditor Sutak to please come up with some way that we can help our local entities. And that's what we did. Mr. Coffland said he was proud of this because everybody is struggling. He said, "Everybody is struggling and this is just one thing that I'm very proud that we were able to get accomplished and I hope that we can continue to help feed the entities. Yes the county does have debt, but you forget six months ago we saved the county \$5 million that we re-budgeted some funding; we took some notes, worked with the County Auditor, that I'd like to thank."

We saved \$5 million to the county debt and that was by working very hard and meeting with our bankers and finding out the best way to move this county forward. We are very blessed at a good time right now that we have some additional funding that is over and above your allocated money from the state. And it's our job to budget that the best and the wisest way we can do. I want to thank Commissioner Thomas and our Auditor Sutak for putting that resolution together."

Township Association President Frank Shaffer, speaking on behalf of the townships, stated their deep appreciation for what was done for them.

**IN THE MATTER OF BID OPENING FOR WASTEWATER SYSTEMS IMPROVEMENT-OHIO VALLEY MALL FORCE MAIN PROJECT/BCSSD**

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the **Wastewater Systems Improvement-Ohio Valley Mall Force Main** project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
<b>The James White Construction Co.</b> 4156 Freedom Way Weirton, WV 26062	X	<b>\$ 622,037.00</b>
<b>Litman Excavating, Inc.</b> 836 1 <sup>st</sup> Street New Martinsville, WV 26155	X	<b>\$ 963,354.00</b>

Present for the bid opening were Sanitary Sewer Director Mark Esposito, Project Manager Kelly Porter, Engineer Jeff Vaughn, Cheryl Zambori and Robert DeFrank of The Times-Leader.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the **Wastewater Systems Improvement-Ohio Valley Mall Force Main** project to Mark Esposito, BCSSD Director and Jeff Vaughn, Project Engineer, for review and recommendation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**9:45 Belmont Co. Board of DD**

**Re: Proclamation-National Disability Employment Awareness Month**

Pamela McCort, Communications Manager, of the Belmont Co. Board of Developmental Disabilities, thanked the board for this proclamation and introduced two employers in Belmont County who understand the value of a diversified workforce, those being Leslie Applegarth of New Horizon Animal Hospital with employee Amanda Willis, and Gary Holubeck of St. Clair Lanes, with employee Jamie DeVault. Mr. Holubeck said it was wonderful to help people that enjoy their job and want to be there. He said happy employees make happy customers. He stated Jamie does a very good job and he wished he had more time and bowlers so he could hire more Jamie DeVault's. Ms. Applegarth thanked Pamela McCort for the program that brought Amanda to them. She said every day that Amanda is there is a ray of sunshine. She said if every employee would walk in with the smile and attitude that she has, the world would be a much better place. Mrs. McCort said a diversified workforce is happening here in Belmont County. They are so grateful to people and employers like New Horizons and St. Clair Lanes who get it. She thanked the board for spotlighting this. Board of DD Superintendent Steve Williams stated they are making great strides in the county with people like Gary and Leslie looking for qualified employees. He said they have placed dozens of employees, probably close to 60 people working throughout the county. He noted the Commissioners are always supportive of their efforts. Mrs. Favede said she appreciated the acknowledgment that we are working on behalf and with Board of DD to increase awareness. She is very appreciative of the work done by the Board of DD on behalf of all people of Belmont County, not just those who are disabled, but those who need to be educated on how we can better behave as a society and participate in this world. Mrs. McCort said this is about employing people because they bring quality and value to the workplace. Mr. Thomas thanked those present and all employers who are taking advantage of this wonderful program. He said it was important to bring awareness and get this message out there. Mr. Coffland said what a pleasure it is to have employees come in with a smile on their face and ready to work.

**IN THE MATTER OF ADOPTING PROCLAMATION HONORING NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH**

Motion made by Mrs. Favede, seconded by Mr. Thomas to adopt the proclamation honoring National Disability Employment Awareness Month.

***PROCLAMATION  
HONORING***

***NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH***

**WHEREAS**, workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy.

**WHEREAS**, in this spirit, the Board of Belmont County Commissioners is recognizing National Disability Employment Awareness Month this October to raise awareness about disability employment issues and celebrate the many and varied contributions of people with disabilities.

**WHEREAS**, awareness month is a time to reaffirm the value people with disabilities bring to our workplaces and communities and uphold Belmont County's commitment to an inclusive community.

**NOW, THEREFORE, BE IT RESOLVED**, that the Belmont County Commissioners do hereby proclaim October 2014 as ***National Disability Employment Awareness Month***. In so doing, we encourage employers and others to recognize the value of people with disabilities and the talents they possess to contribute to their workplaces.

Adopted this 22<sup>nd</sup> day of October, 2014.

**BELMONT COUNTY COMMISSIONERS**  
Matt Coffland /s/  
Mark Thomas /s/  
Ginny Favede /s/

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Thomas	Yes
Mr. Coffland	Yes

**OPEN PUBLIC FORUM** – Barnesville resident Jill Hunkler said she was present to spread awareness about a few things. She said her group, Concerned Barnesville Residents, is working with the Village of Barnesville in negotiations to relocate two frack pads from Gulfport/Antero that are 500 feet from their reservoir shoreline. She has a petition with around 2,500 signatures at this point, which is half the population of the town. She stated with the Monroe County fire and much research, it's a more than likely contamination situation with these pads so close to the shoreline of the drinking water for 20,000 people. She asked if the board would consider joining them and signing the petition. Also water is being sold to Gulfport and she has lived near the reservoir for 25 years and it is at the lowest point she has ever seen it. She went to the

village council meeting on Monday and asked them to stop selling the water, but they had already done that. Barnesville Compressor Station West is being constructed less than a quarter of a mile from Barnesville. In her research on compressor stations, they are a significant source of air pollution. She read a list of toxins and chemicals they release into the air and a list of health problems suffered by people who live near compressor stations. What she is finding in her research is that there are safeguarding technologies that can be implemented, but unless there are regulations, which Ohio really doesn't have yet, or a group of individuals in the community who insist that they do things such as build their equipment in soundproof structures, because there is something called low frequency noise that cause a lot of the health problems. She agreed we need to embrace the industry, but she stated that we also need to be diligent, do research, and insist on every level of government in our area that every safeguard and practice that they possibly can. There are people in Texas and Pennsylvania who are very sick and dying from the lack of regulations. She said it is profit over everything else with this industry. Ms. Hunkler again asked the board if they were interested in signing the petition. Mr. Thomas asked who was circulating the petition or if it was approved by the Village of Barnesville. He has not been contacted, nor has Mr. Coffland. Mrs. Hunkler said the village is not circulating the petition, but they have met with Gulfport/Antero and asked them to relocate the two pads near the reservoir and the one they are building in the park. The petition is a large percentage of the village population that want them to relocate the pads. Mrs. Favede asked if there has been any discussion on their behalf of actually relocating it. Mrs. Hunkler said they did have a meeting, but it was a meeting that Gulfport/Antero would not allow the public to attend. They only wanted village officials. They said they would re-evaluate everything and come back and talk. She said that has been at least a month ago and they haven't heard anything. Mr. Thomas asked if the village took action to authorize somebody to circulate a petition. He will read the information provided by Mrs. Hunkler, noting no one from the Village of Barnesville has told him that they need our help in trying to negotiate this. At this point, he agrees with Mrs. Hunkler, but is hesitant to sign the petition today, only because he needs more information. He agrees with the whole concept, but needs to hear from both sides. Mr. Coffland also stated he would like to do a little more research before he signs anything. He remarked that the whole county has leased a lot of land, and the only way you move this product is by compressor stations, pipelines and the infrastructure that it takes to move it. He did tour a compressor station in Pennsylvania due to a noise issue. From what he witnessed, they are noisy on the inside, not on the outside. He said on the county side, when a company comes in, we sit and meet with them along with the County Engineer, and we make sure that we are doing the best protection for the residents of Belmont County. Mr. Thomas will be in Barnesville tonight and will talk to some of the village leaders. Mr. Coffland thanked Mrs. Hunkler for staying on top of things and bringing in this information. Mrs. Favede did sign the petition and said she continues to be an advocate for safe practices with the oil and gas industry. It is correct that there are not many laws regarding the practice of oil and gas in the state of Ohio. Mrs. Favede does not want to become a state that becomes an example of what not to do. Our water sources continue to be of the utmost importance. Mrs. Favede said she hopes that at some point we are able to have legislation put into place that does create safe practices for us. The water source in Barnesville doesn't end there; it drifts into other water sources. Contamination is a great concern on the boards' behalf. Mr. Coffland asked Mrs. Favede why the legislators in Columbus aren't doing what they should. Mrs. Favede answered, "Well the issue that has been of the utmost concern is the extent of the severance tax and what it would be and where that money would be spent. The concern in regulation I think falls under the guidance of ODNR. I don't believe there is any legislation that's even being discussed about potential laws."

#### **10:00 Sheriff Lucas RE: Litter Program**

Sheriff Lucas said the board last year stepped up and took on the litter program from J B Green Team and kept the Sheriff's Dept. Litter Control Officer. Deputy Aubri Waggoner has taken over the litter program. The Sheriff is going to be working with Jail Administrator Brent Carpenter and the trustees. Signs were made by the county. The inmate trustees will be taken out into the community to try to clean up different areas as their community service. Mr. Coffland said that J B Green Team used to run a litter control program and they funded through the county a vehicle and an officer through the Sheriff's Department. J B Green Team is now facing financial problems, so Belmont and Jefferson Counties agreed to pick up the litter control officer with the equipment that J B Green Team bought. Sheriff Lucas has added to the program with providing the trustees to go along the roadways cleaning up trash. Dep. Waggoner was introduced at this time. Mrs. Favede gave thanks on behalf of the townships and all municipalities. Litter is a constant and needs to be addressed. She is glad this is being approached in a formal manner and under the guidance of the law. This is a time that is crucial to development. It will help our ability to entice companies to come here as long as we continue to take care of our area. Mr. Thomas stated in his first two terms he was constantly saying that we needed to do this. He thanked the Sheriff and said this is going to be a great program for Belmont County. Sheriff Lucas said they would not be able to do this without the support of the Commissioners. Township Trustees can report sites to their Township Association President who can call Dept. Waggoner directly and she can coordinate with him to work out the details.

**OPEN PUBLIC FORUM** – Richard Hord said the DJFS clothing voucher program seemed successful, but some were left out. He asked if any additional funds were located from ODJFS for those that did not get notice. Mrs. Favede spoke with a Denise Olsen of the department. Mrs. Favede has a copy of the PRN (Prevention, Retention & Contingency Plan) that she has not had time to review. Her comments to Mrs. Favede was that this was a local decision; that we could take additional funds and distribute them and set up an additional plan, but we've not had that conversation here. Mrs. Favede said those parameters would be set here locally between us and our DJFS Director as to whether or not we would like to do that additional appropriation and distribution for those families that were missed. Mr. Coffland said he thinks the money spent was money that was closed out and done. This would have to be new money and maybe we could wait until later in the year to maybe make that decision to make sure we do not have to spend it somewhere else.

Mr. Hord asked the board to explain the recent economic expansion. Mr. Thomas said we have an improved economy nationwide; over the last five years there has been lower interest rates, with the county has taken advantage of that. Our refinancing of a sum of our water and sewer debt literally saved county taxpayers \$5 million. Mr. Thomas continued stating you couple that with rooftops. Rooftops bring retail. Retail follows an increase in either manufacturing, light manufacturing, small business growth, and a lot of that is fueled by the oil and gas industry. It's not solely because of that. Another reason, from a retail segment, which alone is not sufficient to sustain a real good economy, is the I-70 Corridor. That roadway is where businesses want to be; all businesses, not just retail. From a retail standpoint, there is no question that the vacancy that was left at the mall when J C Penney left, was filled by Boscov's, a large retailer, they draw smaller retailers. They have told us that the vacancy filled there was the proximate cause of others retailers coming into the mall to where they have a single digit vacancy. The growth that you see around here is a result of all of those factors. Mr. Thomas concluded by saying from the Commissioners' standpoint, the continued pro-active nature in the water and sewer part is another reason. We have examples on the riverfront and the western end of the county. The one that is most visible is Exit 208, Morristown, Union Township on your way down to Belmont and Bethesda. Those businesses are there because there is water and sewer. The new hotels, the new restaurant, the gas station/convenience stores are there because it's a good location that has infrastructure. We continue to set the table by being pro-active with the monies that we have.

Mr. Coffland added that there is nothing that comes into this office that we don't chase. When we hear of something, we leave no rock unturned. We have worked very hard with our retail base, The Cafaro Co., THF Realty, and the new developers on the new mall road. We have personally met these companies and told them we have a lot to offer in Belmont County. Come see us. We have worked very hard to promote Belmont County.

Mrs. Favede agreed it is the result of hard work and planned effort. That has been the mantra of this board for years. Having a strategic plan; which took a year to work and was produced in 2011. The oil and gas industry here has brought an increase in population and an increase in retail has followed. But we have put a lot of other things into place and we continue to work in a planned fashion to make sure that we're addressing all things at all times.

Jill Hunkler continued to speak against the frack pads stating people are getting sick who live near the pad in Piedmont. They are complaining that their water smells funny and is brown and the air also smells. Mrs. Favede said the board is not disagreeing with her, but we don't make laws here, but do support legislation that needs to be done at a state and federal level. She will reach out again to our state legislators to see what if anything can be done or is being done and get a report. We have to work as a community, not just locally, but with state and federal legislators to make sure we do this safely for the benefit of all. We want a strong economy, but we want healthy residents.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:30 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Sheriff Lucas and Stephanie Miller, RN, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

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

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

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

**IN THE MATTER OF ENTERING INTO CONTRACT  
WITH INTERIM HEALTHCARE OF SE OHIO FOR  
NURSING PERSONNEL/BELMONT CO. JAIL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into contract with Interim Healthcare of SE Ohio on behalf of the Belmont County Sheriff for nursing personnel to supplement the services of the Belmont County Jail.

**HEALTH CARE STAFFING AGREEMENT**

THIS AGREEMENT made and entered into on this 22<sup>nd</sup> day of October, 2014, by and between **Interim HealthCare of SE Ohio**, (Hereinafter referred to as "**Provider**") and **Belmont County Jail** (hereinafter referred to as "**Facility**").

**RECITALS**

**INTERIM** is in the business of providing home care staffing services and **FACILITY** is in the business of county government WHEREAS, **FACILITY** requires supplemental nursing personnel to work in said **FACILITY**, and WHEREAS, **INTERIM HEALTHCARE** has the necessary personnel and is willing to provide requested personnel to **FACILITY**. NOW, THEREFORE, IN CONSIDERATION of the foregoing, **FACILITY** and **INTERIM** agree as follows:

**SECTION I – INTERIM HEALTHCARE RESPONSIBILITIES**

1. Upon the request by **FACILITY**, **INTERIM** will assign nursing personnel to supplement the service of the **FACILITY**.
2. **INTERIM** shall only provide personnel who meet the requirements of **FACILITY** as defined in Attachment A.
3. **INTERIM** shall maintain an employee file on each of its employees, containing the following:
  - a) A completed application, which includes skills, specialties and preferences.
  - b) Documentation of special education or training.
  - c) Two references which reflect satisfactory performance within the job Category.
  - d) Verification that professional licensure identification cards, as applicable, have been seen and examined.
  - e) Evidence of health status.
  - f) Dates of employment and orientation.
  - g) Job description.
  - h) Performance evaluation completed annually.
  - i) Verification of identity and work authority.
4. **INTERIM** is responsible for evaluating the skills and experience of its nursing personnel. **INTERIM** will match the skills and experience levels of its employees to the specific needs of the **FACILITY**.
5. **INTERIM** shall provide orientation to **INTERIM** policies and procedures for all new employees.
6. **INTERIM** employees, who are assigned to the **FACILITY** for the first time, shall complete the **FACILITY** orientation, as defined in Exhibit A and shall report to the designated **FACILITY** nursing supervisor before he/she begins working in **FACILITY**.
7. **INTERIM** agrees that it will not actively solicit **FACILITY** employees for employment with **INTERIM** for the term of the contract.
8. Except for the use of subcontractor; if any, pursuant to Paragraph 11 below, all personnel providing services pursuant to this Agreement shall, for all purposes under this Agreement, be considered employees of the **INTERIM**. **INTERIM** shall assume sole and exclusive responsibility for the payment of wages to personnel for services performed by them for **FACILITY**. **INTERIM** shall, with respect to said personnel, be responsible for withholding federal and state income taxes, paying Federal Social Security Taxes, unemployment insurance and maintaining worker's compensation insurance coverage in an amount and under such terms as required by each state.
9. Supplemental nursing personnel will comply with all provisions of the licensing law under which he or she is licensed, with the regulations promulgated there under, and with nursing policies adopted by the **FACILITY** to protect the health and welfare of patients.
10. Supplemental nursing personnel will report, on **INTERIM** occurrence reporting forms, any unexpected incidents, including errors, unanticipated deaths and other events, injuries and safety hazards related to the care and services provided by **INTERIM**.
11. **INTERIM** may provide **FACILITY** with supplemental nursing personnel supplied by subcontractors provided such subcontractors comply with the obligations of **INTERIM** pursuant to SECTIONS I, V and VII of this agreement.

**SECTION II – FACILITY'S RESPONSIBILITIES**

1. **INTERIM** shall be called for supplemental personnel on a priority basis.
2. **FACILITY** shall provide sufficient information about their specific needs so that **INTERIM** may match the skills and experiences of its employees to those specific needs.
3. **FACILITY** shall utilize assigned personnel only for the specific need requested. **FACILITY** shall not reassign ("float") personnel to other areas within the **FACILITY** unless **INTERIM** has first confirmed that such personnel have the requisite skills and experience.
4. **FACILITY** agrees that **INTERIM**'s duty to fill assignments is subject to the availability of qualified personnel.
5. **FACILITY** will not discriminate against former employees of **FACILITY** who go to work for **INTERIM** regarding future assignment at the **FACILITY**, through **INTERIM**.



6. During the term of this Agreement, FACILITY will not request through another service, those employees previously assigned by INTERIM to FACILITY.
7. It shall be the responsibility of the FACILITY to provide INTERIM with FACILITY information and policies so that orientation of supplemental personnel may be given.
8. FACILITY nursing staff supervisors will assist INTERIM, on a continuing basis, with evaluation of the competency of INTERIM personnel by providing performance information and/or access to clinical areas for observation by an INTERIM supervisor.
9. FACILITY shall allow INTERIM supplemental personnel (on their own time) to attend appropriate FACILITY staff development programs.
10. FACILITY acknowledges that the supplemental personnel assigned to the FACILITY by INTERIM are employees of INTERIM and agrees to pay INTERIM a placement fee of 25% of annual salary if FACILITY directly hires an employee of INTERIM within 120 days of the last day worked by the employee at FACILITY.


11. FACILITY will immediately inform INTERIM of any problems regarding INTERIM employees.

**SECTION III – MUTUAL RESPONSIBILITIES**

Both parties agree to:

1. Comply with all federal, state and local laws and regulations including, but not limited to, the Fair Labor Standards Act, and the Occupational Safety & Health Act.
2. Not discriminate or permit discrimination against any employee, applicant or patient on the grounds of age, race, color, religion, disability, sex, national origin, citizenship status, veteran status, union affiliation, or other category protected by law.
3. Maintain the confidentiality and privacy of patient records.
4. Consult and cooperate on a continuing basis with each other in the establishment of mutually acceptable standards and procedures for selection, training and assignment of personnel, handling of requests for service, billing procedures and other matters incidental to the carrying out of the provisions and purpose of this Agreement.

**SECTION IV – COMPENSATION AND BILLING**

1. INTERIM will bill FACILITY weekly for its services in accordance with Attachment A. FACILITY will remit net payment to INTERIM upon receipt of invoice. Agency may impose a default charge of the lesser of 18 percent per annum or the maximum amount permitted by law to all outstanding amounts unpaid for thirty (30) days or more.
2. Prior to the annual anniversary of the effective date of this Agreement, the parties agree to negotiate, in good faith, an adjustment in the rates as set forth in Attachment A. In the event the parties fail to agree upon an adjustment in rates by each anniversary, then effective on the first day of such anniversary, the rates as set forth in Attachment A shall increase by a percentage equal to the annual percentage increase in the HCFA HHA Occupational Wage Index. Rate changes required by changes in minimum wage rates will become effective as required by law.
3. FACILITY and INTERIM agree that no employees of INTERIM shall be hired by FACILITY for the term of this Agreement and eighteen (18) months thereafter unless written consent is obtained from INTERIM. FACILITY agrees that if it violates the conditions set forth in this contract, then the FACILITY shall pay to INTERIM, and INTERIM shall accept as liquidated damages and not as a penalty for such breach, an amount of \$10,000 for RN/LPN and \$5,000 for C NA/PCA.

**SECTION V – INDEMNIFICATION AND INSURANCE**

1. INTERIM indemnifies and agrees to hold FACILITY and its employees, successors and assigns, harmless from and against all claims, liability, loss, damage, cost or expense, including but not limited to reasonable attorneys fees, arising out of, or in connection with, or as a result of the nursing services provided by INTERIM during the term of this Agreement.
2. FACILITY indemnifies and agrees to hold INTERIM, its employees, affiliates, successors and assigns, harmless from and against all claims, liability, loss, damage, cost or expense, including, but not limited to reasonable attorney fees, arising out of, or in connection with, or as a result of services (other than INTERIM's services) provided by FACILITY during the term of this Agreement.
3. FACILITY and INTERIM agree to maintain general, professional and blanket contractual liability insurance for their respective operations in an amount of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate during the term of this Agreement.

**SECTION VI – TERM OF AGREEMENT**

1. The term of the Agreement shall be for one (1) year from its effective date and shall be renewed automatically under the same terms and conditions for successive contract years unless either party gives written notice of its intention to terminate the Agreement in accordance with Section VI Paragraph 2.
2. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party.

**SECTION VII – PATIENT PRIVACY: BUSINESS ASSOCIATE RESPONSIBILITIES**

1. Definitions for Purposes of this Section VII
  - (a) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule as in effect or as amended.
  - (b) "Electronic Protected Health Information" or "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103.
  - (c) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - (d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  - (e) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created, received or accessed by Business Associate from or on behalf of Covered Entity, and shall include, but not be limited to, all ePHI created, received or accessed by Business Associate from or on behalf of Covered Entity.
  - (f) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
  - (g) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (h) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.
2. Obligations and Activities of Business Associate
  - (a) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.
  - (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
  - (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
  - (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
  - (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.

(f) Business Associate agrees to make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary, in a time and manner as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and the Security Rule.

(g) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner as agreed by the parties, information collected in accordance with Subsection (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(i) If Business Associate has PHI in a Designated Data Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner as agreed by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(j) If Business Associate has PHI in a Designated Data Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner as agreed by the parties.

(k) With respect to ePHI, Business Associate shall:

(i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, accesses or transmits on behalf of the Covered Entity as required by the Security Rule;

(ii) Ensure that any agent, including a subcontractor, to whom it provides such ePHI agrees to implement reasonable and appropriate safeguards to protect it; and

(iii) Report to Covered Entity any security incident of which it becomes aware; including, without limitation, any attempted or successful unauthorized access, use, disclosure, modification or destruction of ePHI or interference with system operations in an information system.

### 3. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the property management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate or any instances of which it is aware in which the confidentiality of the PHI has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

### 4. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

### 5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy rule or the Security Rule if done by Covered Entity.

### 6. Term and Termination

(a) Business Associate's obligations under this Agreement shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in this Subsection 6.

(b) Notwithstanding any other provision of this Agreement, upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall, at its option:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(i) Except as provided in paragraph (ii) below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon its determination that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

### 7. Miscellaneous

(a) A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended.

(b) The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) The respective rights and obligations of Business Associate under Section VII.6 of this Agreement shall survive the termination of this Agreement.

(d) Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule, as applicable.

### **SECTION VIII – MISCELLANEOUS**

1. To the extent required by Section 1395X (v) (1) (1) of Title 42, United States Code, the records access clauses therein contained are incorporated herein by reference with the same effect as though set forth in their entirety.

2. This Agreement may only be amended by written instrument signed by the parties hereto.

3. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, estates, heirs, beneficiaries, and representatives.

4. This Agreement and any exhibits and schedules attached hereto constitute the entire agreement of the parties with respect to the subject hereof, and supersede all prior understandings, agreements and oral representations and warranties of the parties with respect to the subject matter of this Agreement. Any reference in this Agreement shall be deemed to include any exhibits and schedules.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

6. Any notice, request, information or other document to be given hereunder to any of the parties by any other party shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail, if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to INTERIM  
addressed to: Diane Hunter  
Interim HealthCare  
253 N. Lincoln Ave.  
Bridgeport, Ohio 43912

If to FACILITY  
addressed to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any such notice shall be deemed delivered: (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph or teletype, (c) on the date of transmission with confirmed answer back if by telex, and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may change the address to which notices under this Agreement are to be sent to it by giving written notice of a change of address in the manner provided in this Agreement for giving notice.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of INTERIM's principal place of business applicable to contracts made and to be performed therein, without regard to conflicts of law principles thereunder.

8. Any party to this Agreement may, in writing, extend the time for or waive the performance of any of the obligations of the other, or waive compliance by the other with any of the covenants or conditions contained in this Agreement. No such waiver shall operate or be construed as a waiver of any subsequent act or omission of the parties.

9. If at any time subsequent to the date of this Agreement, any provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

10. No party shall assign its rights or delegate its duties hereunder without prior written consent of the other party.

11. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature or any cause that is not that party's fault or is beyond that party's responsible control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

12. INTERIM and FACILITY are separate entities independently contracting for purposes of this Agreement and in no event shall either party be considered the employee, agent, partner, or co-venturer of the other.

13. It is expressly understood by the parties that FACILITY is not expected or required, either expressly or implicitly, to refer any patients to INTERIM for the provision of any goods, products or services provided by INTERIM, in anticipation of receiving any benefits or payments under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**Interim HealthCare of SE Ohio, Inc.**  
253 N. Lincoln Ave.  
Bridgeport, Ohio 43912  
(740) 635-0045

Interim HealthCare Corporate Name

By: Diane Hunter /s/

Title: President

Date: October 14, 2014

**Belmont County Jail**  
68137 Hammond Road  
St. Clairsville, Ohio 43950  
(740) 695-5124

Facility Corporate Name

By: Matt Coffland /s/ Ginny Favede /s/

Mark A. Thomas /s/

Title: Belmont Co. Commissioners

Date: 10/22/14

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant

PROSECUTING ATTORNEY

**ATTACHMENT A**

**Interim HealthCare**

**Personnel Requirements:**

**Recruiting, screening, interviewing and orientation required for Interim new hires**

**Background Checks**

**License Verification if applicable**

**Payment of hourly wages, FICA, unemployment, and Worker's Compensation**

**Withholding of all federal, state, and city taxes**

**Orientation Requirements:**

**Orientation paid and done by Belmont County Jail according to the amount of time the**

**Facility feels is required to prepare Interim employee to staff their facility.**

**Reimbursement Rates: The charges below will remain the same hourly rate for each shift/weekends**

Position	Weekday Day	Weekday After	Weekday Nights	Weekend Day	Weekend After	Weekend Nights
LPN	\$45.00/hr.					
Personal Care Aide	\$25.00/hr.					

- Weekend rates start at 3 p.m. Friday and end at 7 a.m. Monday
- A four-hour minimum is required for each shift request
- **INTERIM is compensated at time and a half for the following holiday/shifts:**

Holiday	Shift	Shift
New Years Eve	3-11	11-7
New Years Day	7-3	3-11
Easter Eve	11-7	
Easter	7-3	3-11
Memorial Day Eve	11-7	
Memorial Day	7-3	3-11

July 4 <sup>th</sup> Eve	11-7	
July 4 <sup>th</sup>	7-3	3-11
Labor Day Eve	11-7	
Labor Day	7-3	3-11
Thanksgiving Eve	11-7	
Thanksgiving	7-3	3-11
Christmas Eve	3-11	11-7
Christmas Day	7-3	3-11

- Overtime rates are charged after forty hours worked by the employee in one week. Overtime charges are one and one half the regular hourly rate.
  - For any employee canceled within four (4) hours of the scheduled start time, or for an employee sent home upon arrival, INTERIM will bill FACILITY for four (4) hours.
- Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADVERTISING FOR THREE (3) FULL TIME LPN'S AND ONE (1) INTERMITTENT LPN/ BELMONT CO. JAIL AND SARGUS CENTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for three (3) full time LPN's and one (1) intermittent LPN for the Belmont County Jail and Sargus Center.

**JOB POSTING  
FULL TIME  
LICENSED PRACTICAL NURSES  
BELMONT COUNTY JAIL**

The Belmont County Board of Commissioners is currently accepting resumes for the positions of full time LPN and intermittent LPN for the Belmont County Jail and Sargus Juvenile Center. Examples of duties and responsibilities include but are not limited to: dispensing medication, first aid and assessing inmates' medical condition. Must be able to work a variety of shifts. Current State of Ohio licensure minimum of LPN and certification in pharmacology required. Must be willing to maintain a high standard of nursing by attending schools, seminars and workshops.

Compensation TBD. County benefits.  
EEO/ADA/AA

For more information and to apply please contact:  
Ohio Means Jobs  
302 Walnut St.  
Martins Ferry, OH 43935  
(740) 633-5627

**Deadline for applications is November 10, 2014.  
TL Advertisement October 25, 26 and November 2, 2014**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ACCEPTING THE NOTICE OF RETIREMENT FROM JAIL NURSE JUDITH E. FARSON, LPN**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the notice of retirement from jail nurse Judith E. Farson, LPN, effective November 30, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:16 A.M.**

Motion made by Mr. Coffland seconded by Mrs. Favede to enter executive session with Bryan Minder pursuant to ORC 121.22(G)(1) Personnel Exception to consider the promotion and compensation of public employees and ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:30 A.M.**

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

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

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

**IN THE MATTER OF ADOPTING RESOLUTION APPROVING THE TENTATIVE PACKAGE AND COLLECTIVE BARGAINING AGREEMENT BETWEEN BELMONT CO. 911 AND THE FRATERNAL ORDER OF POLICE. OHIO LABOR COUNCIL, INC. AND APPROVE THE MOU**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution approving the Tentative Package and Collective Bargaining Agreement between the Belmont County 911 and The Fraternal Order of Police, Ohio Labor Council, Inc. effective January 1, 2014 through December 31, 2016 and also approve the Memorandum of Understanding defining and agreeing upon the definition of the phrase "Calamity Day" in the collective bargaining agreement.

**RESOLUTION APPROVING TENTATIVE PACKAGE**

**AND  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE BELMONT COUNTY 911  
AND  
FOP/OLC  
EFFECTIVE JANUARY 1, 2014 THROUGH DECEMBER 31, 2016**

BY THE BOARD:

WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement reached in SERB Case No. No(s). 2014-MED-01-0044, 0045 by the parties referenced above be approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Belmont County, Ohio, that the tentative collective bargaining agreement reached in SERB Case No(s). 2014-MED-01-0044, 0045 by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED, that the Employer's authorized representative is authorized to execute the attached collective bargaining agreement on behalf of the Employer.

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

Mr. Coffland Yes Mr. Thomas Yes Mrs. Favede Yes

ADOPTED at a regular meeting of the Board of County Commissioners of Belmont County, Ohio, this 22 day of October, 2014.

**CERTIFICATE OF CLERK**

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of October 22, 2014, as recorded in Volume 96 of the Belmont County Commissioners Journal.

Kathy Marino /s/  
Kathy Marino, Assistant Clerk

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of County Commissioners of Belmont County, Ohio this 22 day of October, 2014.

Kathy Marino /s/  
Kathy Marino, Assistant Clerk  
Belmont County Commissioners  
Belmont County, Ohio

**AGREEMENT BETWEEN  
BELMONT COUNTY BOARD OF COMMISSIONERS AND  
BELMONT COUNTY 911 DISPATCHERS AND  
THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.  
2014-MED-01-0044  
2014-MED-01-0045  
January 1, 2014 to December 31, 2016  
BELMONT COUNTY  
TABLE OF CONTENTS**

ARTICLE 1	PREAMBLE/PURPOSE .....	1
ARTICLE 2	UNION RECOGNITION .....	1
ARTICLE 3	DUES DEDUCTION.....	2
ARTICLE 4	F.O.P. OHIO LABOR COUNCIL REPRESENTATION.....	3
ARTICLE 5	MANAGEMENT RIGHTS .....	4
ARTICLE 6	NON-DISCRIMINATION .....	5
ARTICLE 7	GRIEVANCE PROCEDURE.....	6
ARTICLE 8	CORRECTIVE ACTION .....	9
ARTICLE 9	RULES AND REGULATIONS .....	11
ARTICLE 10	LABOR-MANAGEMENT COMMITTEE .....	11
ARTICLE 11	PERSONNEL FILES .....	12
ARTICLE 12	BULLETIN BOARDS/MISCELLANEOUS .....	12
ARTICLE 13	SENIORITY.....	14
ARTICLE 14	LAYOFF AND RECALL .....	14
ARTICLE 15	LEAVES AND LEAVES OF ABSENCE .....	15
ARTICLE 16	FULL-TIME SICK LEAVE .....	19
ARTICLE 16-B	PART-TIME SICK LEAVE .....	21
ARTICLE 17-A	FULL-TIME HOURS OF WORK .....	22
ARTICLE 17-B	PART-TIME HOURS OF WORK .....	22
ARTICLE 17-C	PART-TIME EMPLOYEE SCHEDULING.....	23
ARTICLE 18	OVERTIME/COMPENSATORY TIME .....	24
ARTICLE 19	REPORT-IN AND CALL-IN WORK .....	25
ARTICLE 20	TRAINING.....	25
ARTICLE 21	VACATIONS.....	26

ARTICLE 22 HOLIDAYS .....27

ARTICLE 23 HEALTH AND SAFETY ..... 28

ARTICLE 24 UNIFORM ALLOWANCE .....29

ARTICLE 25 PROFESSIONAL LIABILITY INSURANCE .....29

ARTICLE 26 HOSPITALIZATION AND MAJOR MEDICAL ..... 29

ARTICLE 27 WAGES ..... 30

ARTICLE 28 SEVERABILITY .....31

ARTICLE 29 WAIVER IN CASE OF EMERGENCY ..... 31

ARTICLE 30 NO STRIKE/NO LOCKOUT ..... 32

ARTICLE 31 COPIES OF AGREEMENT ..... 32

ARTICLE 32 PAST PRACTICE .....32

ARTICLE 33 BARGAINING UNIT APPLICATION OF  
CIVIL SERVICE LAW .....32

ARTICLE 34 DRUG/ALCOHOL TESTING ..... 33

ARTICLE 35 JOB DUTIES ..... 35

ARTICLE 36 NEW PROBATIONARY PERIOD .....35

ARTICLE 37 DURATION OF AGREEMENT ..... 36

SIGNATURE PAGE . . . . . 37

**FULL-TIME/PART-TIME**

**ARTICLE 1  
PREAMBLE/PURPOSE**

**SECTION 1.1.** This Agreement, entered into by the Belmont County 911, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P. OHIO LABOR COUNCIL", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreement between the parties governing the wages, hours, terms and other conditions of employment, for those employees included in the bargaining units as defined herein.

**SECTION 1.2.** To provide a fair and reasonable method by which employees covered by this agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to promote harmonious relationships, and to establish an orderly procedure for the resolution of differences between the Employer and the members of the bargaining unit.

**FULL-TIME/PART-TIME**

**ARTICLE 2  
UNION RECOGNITION**

**SECTION 2.1.** The Employer recognizes the F.O.P. OHIO LABOR COUNCIL as the sole and exclusive representative for those employees included in the bargaining units, for any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

**SECTION 2.2.** The Bargaining units include all full-time, part-time dispatchers and shift supervisors as set forth in the certification issued by the Ohio State Employment Relations Board as described in Case Nos. 01-REP-02-0035 and 02-REP-09-0191.

Excluded from inclusion in this bargaining unit are all part-time employees, the Director, Administrative Assistant, all other supervisors, managers, confidential and casual employees as defined in ORC 4117.01.

**FULL-TIME/PART-TIME**

**ARTICLE 3  
DUES DEDUCTION**

**SECTION 3.1.** The Employer agrees to deduct F.O.P., Ohio Labor Council membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of the first sixty (60) days of their employment.

**SECTION 3.2.** The Employer agrees to deduct regular F.O.P., Ohio Labor Council membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer. Upon receipt of the proper authorization, the Employer will deduct F.O.P., Ohio Labor Council dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. Any employee who chooses not to become a member of the F.O.P., Ohio Labor Council shall, as a condition of employment, have deducted from his check a fair share fee in an amount equivalent to F.O.P., Ohio Labor Council dues. Such deduction shall be made under the same terms as dues deductions. All dues, fees and assessments deducted from employee's pay (together with a list from whom deductions were made) shall be remitted to the F.O.P., Ohio Labor Council, 222 East Town Street, Columbus Ohio 43215-4611 once each calendar month.

**SECTION 3.3.** The parties agree that the Employer assumes no obligation financial or otherwise, arising out of the provisions of this Article regarding the deduction of F.O.P., Ohio Labor Council dues. The F.O.P., Ohio Labor Council hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article

**SECTION 3.4.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the F.O.P., Ohio Labor Council.

**SECTION 3.5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of F.O.P., Ohio Labor Council dues.

**SECTION 3.6.** The parties agree that neither the employees nor the F.O.P., Ohio Labor Council shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the F.O.P., Ohio Labor Council dues deduction would normally be made deducting the proper amount.

**SECTION 3.7.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the F.O.P., Ohio Labor Council one (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction

FULL-TIME/PART-TIME

**ARTICLE 4**

**F.O.P. OHIO LABOR COUNCIL REPRESENTATION**

**SECTION 4.1.** Non-employee representatives shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon reasonable advance notice to the Employer. The Employer has the right to restrict the number of non-employee representatives admitted to the Employer's facility at any one time. The F.O.P., Ohio Labor Council agrees that such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

**SECTION 4.2.** The Employer will recognize one (1) employee selected by the F.O.P., Ohio Labor Council, to act as representative of the Bargaining Unit Members for the purpose of processing grievances at steps of the grievance procedure or attending meetings as authorized herein.

**SECTION 4.3.** The local representative shall confine his F.O.P., Ohio Labor Council activities to the investigation and processing of grievances and shall be permitted to attend grievance hearings, or other meetings, which have been authorized by the Employer or his representatives to be held during regular duty hours, without loss of regular pay or benefits. No Employee shall be disciplined for properly engaging in Union Activity. Union representatives attending grievance hearings or other meetings on their "off shift", do so on their own time.

**SECTION 4.4.** Where grievance hearings, or other meetings, have been authorized by the Employer, or his representatives, to be held during regular duty hours of the aggrieved employee, the F.O.P., Ohio Labor Council representative and the aggrieved party in attendance shall not suffer loss in regular pay or benefits. The F.O.P., Ohio Labor Council representative shall be recognized by the Employer as the appropriate representative at Step 1 of the grievance procedure.

**SECTION 4.5.** The F.O.P., Ohio Labor Council shall provide to the Employer of its representatives, which is to be kept current at all times and shall include the following.

- 13) Name
- 14) Address
- 15) Home telephone number
- 16) Immediate Supervisor

No employee shall be recognized by the Employer as an F.O.P., Ohio Labor Council representative until the F.O.P., Ohio Labor Council has presented the Employer with written certification of that person's selection as outlined above.

**SECTION 4.6.** Any F.O.P., Ohio Labor Council employee representative shall cease unauthorized F.O.P., Ohio Labor Council activities immediately upon any order by the director of the Belmont County 911.

**SECTION 4.7.** The Employer agrees that, except for a declared emergency, one (1) delegate or alternate to the annual conventions of the F.O.P., Ohio Labor Council shall be granted accrued leave, with pay, for the purpose of participating in such conventions. Such leave shall not be more than three (3) tours of duty. Such leave will be approved upon receipt of two (2) weeks advance written notification by the F.O.P., Ohio Labor Council. Accrued leave is to be vacation time or personal days.

FULL-TIME/PART-TIME

**ARTICLE 5**

**MANAGEMENT RIGHTS**

**SECTION 5.1.** The Employer possesses sole right to operate the department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement or in O.R.C. 4117.

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Directs, supervises, evaluates, or hires employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. Suspend, disciplines, demotes, or discharges for just cause;
- F. Determine the hours of work, work schedules, and to establish the necessary work rules, policies and procedures for all employees;
- G. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to lay off employees from duty due to lack of work, lack of funds, or a job abolishment due to lack of funds;
- H. Determine the adequacy of the work force;
- I. Determine the mission of the department as a unit of government;
- J. Effectively manages the work force;
- K. Take actions to carry out the mission of the department as a governmental unit.

**SECTION 5.2.** The F.O.P., Ohio Labor Council recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

FULL-TIME/PART-TIME

**ARTICLE 6**

**NON-DISCRIMINATION**

**SECTION 6.1.** Neither the Employer nor the F.O.P., Ohio Labor Council shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, religion, ancestry, military status, disability or national origin.

**SECTION 6.2.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

**SECTION 6.3.** Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matters may not be appealable to arbitration through the grievance procedure contained in this Agreement until the Employer, the employee, and their representatives have met at Step 1 and 2 of the grievance procedure in an effort to resolve the alleged violation prior to the appeal to either of these agencies and the employee has filed a complaint with either of these agencies, and the complaint is rejected.

**SECTION 6.4.** The Employer agrees not to interfere with the rights of bargaining unit employees to become, or not become, members of the F.O.P., Ohio Labor Council, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of F.O.P., Ohio Labor Council membership or because of any legal employee activity in an official capacity on behalf of the F.O.P., Ohio Labor Council, as long as the activity does not conflict with the terms of this Agreement.

**SECTION 6.5.** The F.O.P., Ohio Labor Council agrees not to interfere with the rights of employees to refrain or resign from membership in the F.O.P., Ohio Labor Council, and the F.O.P., Ohio Labor Council shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the F.O.P., Ohio Labor Council or involvement in the F.O.P., Ohio Labor Council.

FULL-TIME/PART-TIME

**ARTICLE 7**

**GRIEVANCE PROCEDURE**

**SECTION 7.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

**SECTION 7.2.** All grievances must be processed at the proper step in order to be considered at the subsequent steps, unless the parties mutually agree otherwise in writing.

Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time

requirements at any step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

**SECTION 7.3.** It is the mutual desire of the Employer and the F.O.P., Ohio Labor Council to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**Step 1:** In order for an alleged grievance to receive consideration under this procedure, the grievant, with the F.O.P., Ohio Labor Council representative, if the former desires, must identify the alleged grievance on a grievance form to his supervisor within fourteen (14) calendar days after the employee knew or should have known of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.

**Step 2:** If the grievance is not satisfactorily resolved in Step 1, the employee, with the appropriate F.O.P., Ohio Labor Council representative, if the former desires, may refer the grievance to the 911 Director within seven (7) calendar days after receiving the Step 1 reply. The Director shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate F.O.P., Ohio Labor Council representative, if the former desires. The Director shall investigate and respond to the grievant and/or appropriate, F.O.P., Ohio Labor Council representative with seven (7) calendar days following the meeting.

**Step 3: Arbitration:**

If the grievance is not satisfactorily settled in Step 2, the F.O.P., Ohio Labor Council may make written notification that the grievance will be submitted to binding arbitration. A notification for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of the intent to arbitrate, the Employer or his designee and the representative of the F.O.P., Ohio Labor Council shall, within fourteen (14) calendar days following the notice for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service.

The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven

(7) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. A coin toss shall be used to determine which party shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

All procedures relative to the hearing shall be in accordance with the rules and regulations of Federal Mediation and Conciliation Service.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles in this Agreement. He may not modify or amend the Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The findings of the arbitrator shall be binding on all parties. (Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the F.O.P., Ohio Labor Council in the event an alternate list is requested by mutual agreement of the parties). All costs directly related to the services of the arbitrator shall be equally divided between the Employer and the F.O.P., Ohio Labor Council. Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees are split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

**SECTION 7.4.** All grievances should contain all of the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with the Supervisor or Management.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

**SECTION 7.5.** A grievance may be filed by bargaining unit members, or by the F.O.P., Ohio Labor Council, as exclusive representative to enforce its rights under the Agreement, or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The F.O.P., Ohio Labor Council shall not process a grievance on behalf of any member without the member's knowledge and consent. The F.O.P., Ohio Labor Council shall attach a list of names of the members who have consented to the grievance at Step 2. Furthermore, those members will be required to sign the attached list by Step 3 of the grievance procedure. A bargaining unit member has the right to present grievances and have them adjusted, with or without the intervention of the F.O.P., Ohio Labor Council, as long as the adjustment is consistent with the terms of the Agreement and as long as the F.O.P., Ohio Labor Council may be present at the adjustment.

**SECTION 7.6.** The Employer shall provide the F.O.P., Ohio Labor Council with a list of management's designated representatives for each step of the grievance procedure.

**FULL-TIME/PART-TIME**

**ARTICLE 8  
CORRECTIVE ACTION**

**SECTION 8.1.** No employee shall be disciplined or discharged except for just cause.

**SECTION 8.2.**

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall normally consist of an oral warning, written reprimand, short-term suspension, and either a long term suspension or demotion prior to discharge.
- B. Progressive discipline shall take into account the nature of a similar violation or the employee's record of discipline for previous gross misconduct.
- C. The Employer agrees a pre-disciplinary hearing shall take place prior to any discharge or suspension. This hearing is to be held between the Employer, the employee, and their representatives before a party designated by the Employer. The Employer may suspend the employee with pay, pending disposition of the pre-disciplinary hearing.

**SECTION 8.3.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

**SECTION 8.4.** All disciplinary investigations shall be conducted in accordance with the provisions of this Article.



- A. An employee may be questioned or requested to write a statement regarding his conduct or action by his supervisor. However, prior to an employee being asked questions during an internal non-criminal investigation, which may lead to suspension without pay or termination of the employee questioned, that employee shall be informed of his right to have F.O.P., Ohio Labor Council representation.  
The F.O.P., Ohio Labor Council representation shall be the Union Associate for the employee's bargaining unit, if no F.O.P., Ohio Labor Council representative is available within a reasonable period of time.
- B. Except in circumstances requiring otherwise, an employee will only be asked questions during duty hours. In the event an employee is questioned during non-duty hours, the employee will be compensated at the overtime rate of pay for any time the employee arrives at the work site or any other facility that the questioning may be conducted, until such time he or she is released to off duty status.
- C. Any employee who refuses to answer questions may be charged with insubordination, only after receiving at least one warning that his continued refusal to answer questions may lead to disciplinary action and being read his "Garrity Rights"
- D. No polygraph or truth verification test may be administered without the voluntary consent of the employee.
- E. In evaluating the evidence regarding a complaint about an employee's conduct, the Employer will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the Employer will not take action against the employee complained about unless the complaint is supported by other corroborative evidence.
- F. Prior to any suspension without pay or termination of an employee, the employee will be afforded seventy two hour (72) notice of the charges against him and an opportunity to review the evidence against him, and cross examining any witnesses against him prior to responding in his own defense. An employee shall have an F.O.P., Ohio Labor Council representative and/or attorney to assist him in responding to the charges at a disciplinary hearing before a decision is made for a suspension without pay or termination.
- G. The employee shall be informed, in writing, of the results of any investigation at the conclusion of the investigation. If the affected employee is in disagreement with the action taken by the Employer, he may file a grievance at Step 2 in accordance with the grievance procedure contained in this Agreement. Such grievance shall be filed within fourteen (14) calendar days.

**FULL-TIME/PART-TIME**

#### **ARTICLE 9**

##### **RULES AND REGULATIONS**

**SECTION 9.1. Work Rules:** The Employer shall ensure that all current permanent work rules, policies and procedures are reduced to writing and made available to all bargaining unit members.

**SECTION 9.2. New Work Rules:** The Employer agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement.

**SECTION 9.3. Effect of Work Rules:** A work rule or policy that is in violation of this Agreement shall be the proper subject of a grievance, as is a work rule not having been applied uniformly to all employees. No employee shall be disciplined for an alleged violation of a work rule, which has not been promulgated as set forth in Section 9.1 and/or 9.2 of this Article.

**FULL-TIME/PART-TIME**

#### **ARTICLE 10**

##### **LABOR-MANAGEMENT COMMITTEE**

**SECTION 10.1.** In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party at least five (5) working days in advance of the requested meeting day. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. The meeting shall be held within a reasonable time period.

**SECTION 10.2.** The purpose of such meeting shall be limited to:

- A. Notify the F.O.P., Ohio Labor Council of changes made by the Employer, which affect bargaining unit employees.
- B. Disseminate general information of interest to the parties.
- C. Give the Bargaining Unit Representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
- E. Discuss ways to increase productivity and improve efficiency.
- F. Consider and discuss health and safety matters relating to employees.

**SECTION 10.3.** There shall be no more than three (3) representatives for each party in attendance at the Labor/Management Conference.

**FULL-TIME/PART-TIME**

#### **ARTICLE 11**

##### **PERSONNEL FILES**

**SECTION 11.1.** The Belmont County 911 administration shall only have one (1) official personnel file in the personnel office. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. Nothing shall be placed in the employee's personnel file without their knowledge. An employee shall be entitled to have a representative of his choice accompany him during such review.

**SECTION 11.2.** The employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed there by the Employer. No anonymous material of any type shall be included in the employee's personnel file.

**SECTION 11.3.** Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance. Any record of discipline of any other kind shall cease to have force and effect two (2) years from the date of issuance.

**SECTION 11.4.** The parties agree to abide by ORC 149.43 as it pertains to public records.

**FULL-TIME/PART-TIME**

#### **ARTICLE 12**

##### **BULLETIN BOARDS/MISCELLANEOUS**

**SECTION 12.1.** The Employer agrees to provide space for bulletin boards in the Break Room of the 911's Office for use by the F.O.P., Ohio Labor Council.

**SECTION 12.2.** The bulletin boards may be used by the Lodge or Labor Council for posting notices of the following type:

- A. Recreational and social events.
- B. F.O.P., Ohio Labor Council elections and elections results.
- C. General membership meetings and other related business meetings.
- D. General Lodge business of interest to members.

It is understood that no material may be posted on the Union bulletin board at any time, which contain the following:

- A. Personal attacks upon any other member or any other employee.
- B. Scandalous, scurrilous or derogatory attacks upon the administration.
- C. Attacks on any other employee organization, regardless of whether the organization has local membership and,
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

**SECTION 12.3.** No F.O.P., Ohio Labor Council related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the F.O.P., Ohio Labor Council.

**SECTION 12.4.** Items in violation of any provision of this Article shall be cause for the Employer to ask the F.O.P, Ohio Labor Council to remove said item or items.

**SECTION 12.5.** The F.O.P., Ohio Labor Council shall be permitted to utilize the intra- departmental mailboxes for the purpose of providing

information pertaining to F.O.P., Ohio Labor Council business or bargaining unit representation to the bargaining unit members. The F.O.P., Ohio Labor Council agrees that the use of the mailboxes will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P., Ohio Labor Council business or bargaining unit representation. The Employer reserves the right to deny such access in the event that the use of such boxes interferes with the business of the County or 911's Office business. All mail placed into the mailboxes by the F.O.P., Ohio Labor Council shall be the property of bargaining unit members to whom it is addressed, and such mail shall not be subjected to the Employer's review.

**SECTION 12.6.** It is agreed that the F.O.P., Ohio Labor Council shall be permitted, upon a three (3) day notification in writing to the Director or his designee, to place a ballot box at the 911's Office up to two (2) times per calendar year for the purpose of collecting members' ballots on issues relating to ratification, modification, or maintenance of this Agreement. Such boxes shall be the property of the F.O.P., Ohio Labor Council and neither the ballot boxes nor their contents shall be subject to the Department's review. The F.O.P., Ohio Labor Council shall take measures to secure the ballot box in the designated location and to protect it from tampering. The method of securing shall be that only an F.O.P., Ohio Labor Council official shall be able to remove the ballot box. To further ensure security, the F.O.P., Ohio Labor Council may assign at least one (1) off-duty F.O.P., Ohio Labor Council member to oversee the F.O.P., Ohio Labor Council balloting activity.

**SECTION 12.7.** The Union may schedule the 911 Board Room for Union meetings and other authorized union activities whenever available.

**FULL-TIME/PART-TIME**

### **ARTICLE 13**

#### **SENIORITY**

**SECTION 13.1.** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority.

**SECTION 13.2.** An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**FULL-TIME/PART-TIME**

### **ARTICLE 14**

#### **LAYOFF AND RECALL**

**SECTION 14.1.** When the Employer determines that a layoff is necessary due to lack of work, lack of funds, or a job abolishment (permanent deletion of a position/job function) due to a lack of funds, the affected employees shall be notified at least ten (10) calendar days in advance of the effective date of layoff. The Employer, upon request from the F.O.P., Ohio Labor Council, agrees to meet and discuss the impact of the layoff on the bargaining unit employees.

**SECTION 14.2.** Employees will be laid off in accordance with their seniority within the classification with the least senior employee being laid off first. All temporary, intermittent, part-time, and seasonal employees in the classification will be laid off before full-time employees.

**SECTION 14.3.** Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section in which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

**SECTION 14.4.** Employees reinstated in the same classification from which the layoff occurred shall be paid at the same rate of pay at the time of recall, without loss of any seniority.

**SECTION 14.5.** Notice of recall shall be sent to the employee by certified or registered mail with a copy to the F.O.P., Ohio Labor Council. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**SECTION 14.6.** The recalled employee shall have three (3) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work.

The employee shall have fourteen (14) calendar days after notification to return to work unless a different time is agreed to by the employee and Employer.

**SECTION 14.7.** The Employer shall not contract out any bargaining unit work for any classification.

### **ARTICLE 15**

#### **LEAVES AND LEAVES OF ABSENCE**

**SECTION 15.1.** Leave Without Pay: Employees may be granted the following types of unpaid leaves of absence:

**A. Disability Separation Leave**

A physically incapacitated employee may request a disability separation leave. A disability separation leave may be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
3. Is declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. If the Employer designates a physician to determine if an employee is incapacitated and the Employer's physician declares the employee incapacitated, then the Employer will support any claim filed by the employee for disability to the Ohio Public Employees Retirement System.

It is the employee's responsibility to request a disability separation leave and such leave is not granted automatically when the employee's sick leave or disability leave has expired. Time spent on disability leave prior to a disability separation shall be considered part of the two (2) year time period.

**B. Educational Leave**

An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the 911's Office by improved performance at any level, or for voluntary service in any governmentally sponsored program of public betterment.

An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

**C. Disability Leave**

Upon request to the Employer, an employee who becomes ill, injured or pregnant shall be granted leave of absence without pay. The employee shall use all accrued sick leave before going on disability leave, subject to the Sick Leave Article.

A medical statement is required indicating the probable period the employee will be unable to work, as well as, the nature and cause of the disability. Should the disability leave of absence without pay exceed six (6) months, the employee may request and be granted a disability separation. If the Employer has reason to believe the employee's illness, injury or pregnancy is inhibiting the usual performance of duties, he may order, in writing, that the employee begin sick leave, vacation leave, or disability leave at an earlier date than that selected by the employee. The employee may appeal such action through the grievance procedure. Medical data supporting the employee's case must accompany the appeal, and pertinent medical records may be released to the Employer's physician.

**D. Maternity Leave**

Upon request to the Employer, an employee who becomes pregnant may be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the Sick Leave Article. All maternity leave and/or

Disability leave for maternity reasons shall comply with the Family and Medical Leave Act of 1993.

**E. Personal Leave**

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

**F. Authorization for Leave**

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. Authorization for leave may not be granted in a disparate manner.

A leave of absence shall be requested on the standard Request for Leave Form.

**G. Sick Leave Credit and Vacation Credit During Leave**

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence, is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

**H. Abuse of Leave**

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written certified notice to the employee and the employee may be subject to corrective action.

**I. Reinstatement From Leave**

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave and may be granted a reasonable extension for a justifiable cause within the various maximum time limits established under this Article.

**J. Insurance Premiums During Leaves**

Where an employee has requested, and been granted, a disability separation leave, or a personal leave for medical reasons, the Employer shall continue its contribution to the employee's health insurance benefit programs in accordance with the FMLA from the date of approval of the leave, provided the employee makes arrangements with the Employer for the payment of the legally required monthly premiums.

**SECTION 15.2.** Leaves with Pay: Employees may be granted the following types of paid leaves of absence:

**A. Court Leave**

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

Employees will honor any subpoena issued to them, including those for worker's compensation, unemployment compensation, arbitration, and Board or Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc., these absences would be leave without pay or vacation.

**B. Military-Leave**

All employees who are members of the Ohio National Guard, the Ohio organized militia, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services as defined in ORC 5903.01 for up to twenty-two (22) eight (8) hour workdays or not to exceed one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. This service does not need to be in one continuous period of time.

Employees who are members of those components listed in paragraph one (1) above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered, by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of emergency.

**D. Bereavement Leave**

Bargaining unit employees shall be granted up to four (4) days of bereavement leave with pay for death in the immediate family, defined as mother, father, employee's spouse, child, or step-child, brother, sister, step-mother or father, step-brother or sister, and employee's grandparent. Bargaining unit employees shall be granted up to two

(2) days of bereavement leave with pay and the option of two(2) additional days charged to the employee's sick leave, for death of mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchildren and step- grandchildren.

One (1) day of bereavement leave must be utilized for the day of the funeral. The two days of bereavement leave will not be charged to any other earned leaves. Additional time off without pay, or additional leave chargeable to sick leave may be arranged at the discretion of the Employer.

**E. Family Medical Leave (FMLA)**

Family Medical Leave (FMLA) Employees shall use their accrued sick leave prior to making the transition to unpaid status during an authorized Family and Medical Leave.

**FULL-TIME**

**ARTICLE 16  
SICK LEAVE**

**SECTION 16.1.** All employees shall receive sick leave credit at the rate of 4.6 hours per eighty (80) hours of active pay status, but not during leaves of unpaid absence or layoffs.

**SECTION 16.2.** Employees will be charged for sick leave only for days upon which they would have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour. Sick leave shall not count as hours worked for over-time purposes.

**SECTION 16.3.** The unused sick leave of an employee shall accumulate without limit.

**SECTION 16.4.** Sick leave shall be granted to an employee, upon approval of the Director and shall be in accordance with the following:

A. All employees must notify the acting shift supervisor on duty at the communications center Director or designee in as much advance time as possible, but in no case later than one (1) hour of scheduled shift, except under exigent circumstances. When making notification employees must give a specific reason for their absence, phone number where they can be reached, and an estimate of when they will return to work.

B. No sick leave in excess of (3) three consecutive days shall be granted unless the sickness, illness, or injury has been verified by a treating physician's certification, if the employee is under treatment by a physician. Any employee off sick more than three (3) consecutive scheduled work days will be required to present a return to work from a licensed physician before returning to work.

C. All employees having any serious contagious disease in their families shall immediately notify the Director or designee and shall not report to work until released to do so by the proper authority.

D. Where sick leave is requested to care for a member of the immediate family in excess of three (3) consecutive days, and the family member is under treatment by a physician, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family for sick leave purposes shall consist of: parents, grandparents,

brother, sister, spouse, child, father-in-law, mother-in-law, grandchild, or any legal guardian or other person(s) who stands in place of a parent.

- E. Employees failing to comply with sick leave rules and regulations may not be paid. The Director may initiate investigations when an employee is suspected of abusing sick leave privileges.
- F. The Director may require an employee to take an examination conducted by a licensed physician chosen by the Director, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability separation. If the employee's physician disagrees with the findings of the Director appointed physician, a third physician selected by the employee and Director and the physician shall evaluate the physical or mental condition of the employee. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.
- G. Employees shall not be paid for sick leave usage if said employee performs work activity outside Belmont County 911 Communication Center eight (8) hours prior to and/or after their leave unless a doctor's excuse is provided.

**SECTION 16.5.** Sick leave shall be granted to an employee, upon approval of the Director, in accordance with the following:

- A. Illness or injury of the employee or a member of his/her immediate family where employee's presence is medically necessary.
- B. Medical, dental or optical examinations or treatments of the employee which could not be scheduled during non-work hours.

**SECTION 16.6.** If at any time the Director or designee detects any recurring pattern in the use of sick leave, they will meet and discuss the matter with the employee. In the absence of a reasonable explanation for such a pattern, the employee will be referred to the Director.

Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:

- Before or after holidays
- Before or after vacation or scheduled days off
- Absence following overtime
- Continued long term pattern of using sick leave without doctor's excuse or medical justification
- Three or more incidents of usage within any thirty (30) day calendar period without medical documentation.

**SECTION 16.7.** An employee with ten years of service, at the time of retirement from active service with the county, may elect to be paid in cash for one-fourth of the value of his/her earned but unused sick leave credit up to a maximum of one hundred twenty (120) days. The maximum of such payment shall not exceed two hundred and forty (240) hours, thirty (30) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

**SECTION 16.8.** As an incentive for employees not to abuse sick leave, the Employer and the Union agree to implement the following incentive program

For the period (January 1-June 30 and July 1-December 31), employees will be rewarded for not using sick leave during that period. Employees will be awarded personal days to be taken at the employee's discretion within six months of the day awarded and manpower permitting as determined by the employee's supervisor. Any personal days taken shall be deducted from days earned under Section 16.8 prior to any days used under Section 18.2.

Personal days shall be awarded as follows:

Sick Leave Used	Personal Days Awarded
1 Shift or 10 hours less	2 personal days
2 Shifts or 20 hours or less	1 personal day

Personal leave is non-accumulative.

The use of personal days shall be submitted and approved by the Director or his designee seventy-two (72) hours prior to the requested time off.

**ARTICLE 16-B PART-TIME  
SICK LEAVE**

**SECTION 16B.1.** Upon ratification of this contract, any current part time employee with Sick Leave on record will be paid in cash for one-half (1/2) of the value of his/her earned but unused sick leave credit. The maximum of such payment shall not exceed two hundred and forty (240) hours. Such payment shall be based on the employee's rate of pay at the onset of this contract. Such payment shall be made only once and shall eliminate any remaining balance of sick leave credit on record for the employee. Part time employees will no longer accrue sick leave.

**ARTICLE 17-A FULL-TIME  
HOURS OF WORK**

**SECTION 17A.1.** The standard pay period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours. The workweek shall be computed between 8:01 a.m. on Sunday of each calendar week and at 08:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, or twelve (12) consecutive hours beginning at the start of the employee's shift.

**SECTION 17A.2.** Active pay status shall include all scheduled work hours, as well as, all hours while on approved, holidays, personal days, and vacation. However, sick leave shall not count as hours worked for overtime purposes.

**SECTION 17A.3.** In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

**SECTION 17A.4.** Monthly changes of shift does not constitute an overtime situation as long as there is a minimum of eight (8) hours between shifts.

**ARTICLE 17-B PART-TIME  
HOURS OF WORK**

**SECTION 17B.1.** The work period shall be computed between 8:01 a.m. on Sunday of each calendar week and at 8:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, or twelve (12) consecutive hours beginning at the start of the employee's shift.

**SECTION 17B.2.** Active pay status shall include all scheduled work hours and sick leave, except sick leave shall not count as hours worked for overtime purposes.

**SECTION 17B.3.** In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

**ARTICLE 17-C PART-TIME  
PART-TIME EMPLOYEE SCHEDULING**

**SECTION 17C.1.** Part-time dispatchers are to turn in an availability schedule at the Director's direction, however, the Director shall not require such schedules more than sixty (60) days in advance. Issues regarding scheduling are a proper topic for Labor Management Meetings. An attempt will be made to schedule each part-time employee a minimum of eight (8) or twelve (12) hours per week depending on the scheduling priorities of the Agency. The hours of work scheduled per part time employee may vary based on operational requirements.

**SECTION 17C.2.** A part-time employee must timely provide availability and actually work a minimum of two (2) days or twenty four (24) hours a month, unless these requirements are waived for the employee on a month by month basis at the sole discretion of the Director. Employees who fail to abide by these provisions shall be considered to have voluntarily resigned their working relationship with Belmont County 911.

**SECTION 17C.3.** When approached to work to fill vacant shift in the schedule, a part-time employee may refuse no more than two (2) times per calendar month. If the number of refusals exceeds the above stated amount, the employee shall be considered to have voluntarily resigned their working relationship with Belmont County 911. In addition, a part-time employee must respond and accept or reject the Employer's request to work within twenty (20) minutes of the Employer's request. Part time employees accepting a request to work will report as directed, or in as short of a time period as is reasonably possible. Failure to timely respond or timely report will be considered a refusal to

work and applied to the employee's monthly count.

Family emergencies, other employment requirements, or other extenuating circumstances, as deemed reasonable by the Director, shall excuse a part time employee from being assigned to the open shift. It is the responsibility of the employee to timely submit adequate documentation of said excuses to the Director.

Notice of resignations of part time employees pursuant to the above will be sent to the employee's last known address, and a copy provided to the local FOP/OLC President or designee.

**SECTION 17C.4.** The parties agree, six (6) calendar months following implementation of this article, to meet utilizing the Labor Management Committee and discuss the application of this article.

**ARTICLE 18**  
**OVERTIME**

**SECTION 18.1.** Bargaining unit members shall be compensated at straight time for all hours in paid status, except that any hours in excess of eight (8) hours or twelve (12) hours based on assigned work schedule in a work day or over forty (40) hours in any week shall be compensated at a rate of one and one-half (1½) times the employee's regular rate of pay. Overtime shall be prior approved by the Director, or his designee unless an emergency exists that requires immediate response.

**SECTION 18.2.** The Employer shall equally distribute overtime opportunities among qualified employees with the full time employees currently having right of first refusal for overtime opportunities. If all full-time and part-time employees refuse, then a full-time employee will be mandated in inverse order by seniority.

**Personal Leave Days:** Employees shall receive three (3) personal days off per year for each full-time employee. Said personal days shall be issued every January 1 and may be scheduled with a minimum of seventy-two (72) hours notice prior to the date requested, except in exigent circumstances in which the notice may be waived. Employees may cash in their unused personal leave days during the calendar year in which they are issued. All unused personal days will expire on December 31<sup>st</sup> of each calendar year. This benefit shall be prorated for new hires every four (4) months. Any personal days taken shall be deducted from days earned under Section 16.8 prior to any days used under Section 18.2.

**SECTION 18.3.** Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time, unless overtime has been approved by the Employer.

**SECTION 18.4.** There shall be no pyramiding of overtime and/or premium pay. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

**SECTION 18.5.** If a bargaining unit member's days off about his/her vacation days, they shall not be subject to a mandatory call in.

**SECTION 18.6.** Employees scheduled for stand-by status shall earn a stand-by supplement of one dollar and thirty-four cents (\$1.34) per hour, effective upon ratification of this contract. Stand-by schedule shall be implemented through labor management agreement. Included in scheduling for stand-by will be both full and part time bargaining unit employees. Employees scheduled and paid for stand-by status shall be free to use their time as they please, but in order to receive the stand-by pay supplement employees must be readily available to report to work when directed in as short a time as is reasonably possible. The bargaining unit chairperson or designee shall be responsible for scheduling the standby employee. Standby responsibilities shall be rotated as equitably as possible among all bargaining unit employees, first utilizing full-time employees and only then offered to part-time employees.

**ARTICLE 19**  
**REPORT IN AND CALL-IN WORK**

**SECTION 19.1.** Any bargaining unit employee who accepts an authorized request to work during hours outside his regularly scheduled time, shall be paid in the following manner after reporting to his regular work assignment:

- A. Any bargaining unit employee called, while at home, and required to begin work any time more than one (1) hour prior to his regularly scheduled shift, shall be guaranteed a minimum of two (2) hours pay at one and one half times his/her rate of pay for such work in addition to his regularly scheduled shift pay.
- B. A bargaining unit employee requested to begin work anytime within one (1) hour immediately preceding the start of his regular shift, shall be paid at the appropriate rate of pay only for the time actually worked.
- C. When a bargaining unit member is called back to work he shall be paid a minimum of two (2) hours at the appropriate rate of pay (i.e. overtime rate of pay). This provision shall apply to bargaining unit members called in for off-duty court appearances and to departmental meetings. This minimum call-in guarantee shall be paid at one and one-half (1½) times the member's regular rate of pay when the member is thereby placed in overtime status. All report-in and call-in work, which is in addition to the employee's regular schedule, must have prior authorization of the Director or his designee.

**FULL-TIME/PART-TIME**

**ARTICLE 20**  
**TRAINING**

**SECTION 20.1.** Each employee may request training. Said training or schooling is not to be mandatory, but left to the discretion of the Director. All training and schooling will be scheduled in accordance with the needs of the Director and rotated among the full-time and part-time employees, by seniority. All training and schooling shall be posted thirty (30) days in advance.

**SECTION 20.2.** Any training that is mandated by the State, Federal, or the County shall be attended as time worked. If the employee works more than forty (40) hours in a work week by attending mandatory training, overtime shall apply. The Employer may adjust the employee's schedule for training purposes only.

**SECTION 20.3.** Any mandated training that requires driving outside of the County, the County shall provide a vehicle to use to and from the training, or if the employee uses his/her personal vehicle, they shall be compensated in accordance with the County policy and any additional cost to the employee. (i.e. food, parking and or lodging) Receipts shall be required.

**ARTICLE 21**  
**VACATIONS**

**SECTION 21.1.** All full-time employees shall earn vacation leave with pay as follows:

<b><u>Length of Service</u></b>	<b><u># of Weeks</u></b>	<b><u>Hourly Equivalent</u></b>
Less than 1 (1) year	0	0
One (1) year to five (5) years	2	80
Six (6) years to ten (10) years	3	120
Eleven (11) to fifteen (15) years	4	160
Sixteen (16) years to twenty (20) years	5	200

Such vacation leave shall be accrued to employees at the following rates:

<b><u>Vacation Accrued</u></b>	<b><u>Per Pay Period</u></b>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.

**SECTION 21.2.** Each employee entitled to vacation will schedule at least one week of vacation on consecutive days. One week shall consist of a minimum of 36 (thirty-six) hours or 44 (forty-four) hours, according to their assigned work schedule. Upon scheduling of at least one (1) week, the balance of any vacation may be taken in increments of one (1) day. An employee shall have the right to take vacations according

to his seniority, and in accordance with the selection procedure of Sections 3 and 4 of this Article.

**SECTION 21.3.** An employee requesting a one (1) day non-scheduled vacation, must submit his request and receive approval by the Director or his designee at least three (3) work days prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted and approved five (5) workdays prior to the commencement of such leave. Time limits may be waived under exigent circumstances by the Director or his designee.

**SECTION 21.4.** The order of the members selecting a vacation shall be by seniority full-time employees have first choice. In order to be granted preference by seniority hereunder, requested vacation time must be submitted to the Director or his designee in writing no sooner than December 1 the previous calendar year for the following calendar year or later than March 1<sup>st</sup> of each year. Vacation requests and/or changes submitted after March 1<sup>st</sup> shall be scheduled on a first come, first served basis. Vacation leave will only be authorized for one (1) employee per shift and no more than two (2) for the agency.

**SECTION 21.5.** The Employee may accumulate vacation from year to year, not to exceed three (3) years accrual rate.

**SECTION 21.6.** Employees on vacation may be recalled to duty only for true emergency situations. Any losses suffered by the employee, verified by receipts, shall be reimbursed by the Employer.

**SECTION 21.7.** Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

**SECTION 21.8.** Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation up to the three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

**ARTICLE 22**  
**HOLIDAYS**

**SECTION 22.1.** All full-time employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays (with the exception of the holidays marked with \*\*):

- New Year's Day \*\* Martin Luther King Day President's Day
- Memorial Day Independence Day Labor Day
- Columbus Day Veteran's Day Thanksgiving Day \*\* Christmas Day \*\*

Floating Holiday (One scheduled shift, up to 12 hours maximum. See Section 22.6)

\*\* Employees working eight (8) or more hours on New Year's Day, Thanksgiving Day, or Christmas Day will waive the eight (8) hours of Holiday Pay and instead receive two and one half (2 ½) times their base rate of pay for all hours worked on those three days. If off, or working less than eight (8) hours on one of those three designated holidays, the employee will continue to receive the eight (8) hours of holiday pay, plus one and one half (1 ½) times their base rate of pay for any hours worked.

The bargaining unit employee shall also be entitled to any day declared by the Governor of the State, or the President of the United States as a holiday. Holidays shall be celebrated on the actual day of the holiday.

**SECTION 22.2.** An employee required to work on any of the holidays listed in Section 1 above, shall be entitled to pay for such time worked at one and one-half (1½) times his regular base rate of pay.

**SECTION 22.3.** Employees reporting off sick on a scheduled duty day, which is a holiday, shall be charged sick leave for the scheduled hours, in lieu of holiday pay.

**SECTION 22.4.** To receive holiday pay, an employee must work his/her last scheduled work day before the holiday and his/her next scheduled workday following the holiday, excluding a break of seven (7) days or more.

**SECTION 22.5.** A part-time employee required to work on a holiday shall be paid eight (8) hours for said holiday plus time and one-half his/her regular base rate of pay for all hours worked.

**SECTION 22.6.** The Floating Holiday will begin in 2014 and shall be taken in accordance with the guidelines for usage of Personal days in Article 16, Section 16.8. If this day is not used during the calendar year, it will be paid out at the end of the year.

**SECTION 22.7.** Employees working on any day declared a "Calamity Day", by the Board of County Commissioners, will receive one and one half (1 ½) their base rate of pay for all hours worked on that day.

**FULL-TIME/PART-TIME**

**ARTICLE 23**  
**HEALTH AND SAFETY**

**SECTION 23.1.** The Employer agrees to maintain, in safe working condition, all facilities, and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

**SECTION 23.2.** Adequate first-aid equipment will be provided.

**FULL-TIME/PART-TIME**

**ARTICLE 24**  
**UNIFORM ALLOWANCE**

**SECTION 24.1.** If uniforms are required they will be worn in accordance with Section 201, Uniform Dress Code of the Standing Operating Procedures.

**FULL-TIME/PART-TIME**

**ARTICLE 25**  
**PROFESSIONAL LIABILITY INSURANCE**

**SECTION 25.1.** The Employer shall continue to provide professional liability insurance in amounts, which meet or exceed the amount being provided at the time this contract is executed (which consists of \$500,000.00 per person and \$500,000.00 per incident).

**FULL-TIME**

**ARTICLE 26**  
**HOSPITALIZATION AND MAJOR MEDICAL**

**SECTION 26.1.** The Employer agrees to maintain any medical insurance programs implemented by the County Commissioners each medical program contract year during the life of this Agreement.

**SECTION 26.2.** The Employer agrees to provide any new insurance programs that the Commissioners add during the life of the contract. In addition, any increases in current benefits implemented by the Board of Belmont County Commissioners will automatically apply in the term of this Agreement.

**SECTION 26.3.** All employees shall pay, through payroll deduction, the following percentages towards their hospitalization insurance premiums for the life of this agreement:

- 2014: Twelve (12%) percent
- 2015: Twelve and one half (12 ½%) percent
- 2016: Fourteen (14%) percent

**SECTION 26.4.** Belmont County may provide all eligible full-time employees under the age of 65, life insurance protection, and/or accidental death and dismemberment (AD&D) coverage in such amounts and upon such terms as the Board of County Commissioners shall determine.

**SECTION 26.5.** An employee may opt to waive the insurance coverage provided by the County. An employee will be paid in accordance with the Belmont County Personalized Employee Plan. Each employee who waives hospitalization will receive \$1,000.00 annually to be paid quarterly.

The employee shall be required to provide a proof of Insurance (hospitalization) to the Employer before the "opt out" benefit is agreed to.

FULL-TIME/PART-TIME**ARTICLE 27**  
**WAGES****SECTION 27.1.**

The following wage scale will be effective January 1<sup>st</sup> of each designated contract year, with the exception of 2014. The 2014 wage scale will be in effect upon ratification of the collective bargaining agreement.

2014	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SERVICE TIME:	0-12 MONTHS	12-24 MONTHS	24-48 MONTHS	48-72 MONTHS	72-108 MONTHS	108+ MONTHS
HOURLY RATE:	\$14.19	\$14.54	\$14.90	\$15.27	\$15.65	\$16.04

2015	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SERVICE TIME:	0-12 MONTHS	12-24 MONTHS	24-48 MONTHS	48-72 MONTHS	72-108 MONTHS	108+ MONTHS
HOURLY RATE:	\$14.47	\$14.83	\$15.11	\$15.58	\$15.96	\$16.36

2016	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SERVICE TIME:	0-12 MONTHS	12-24 MONTHS	24-48 MONTHS	48-72 MONTHS	72-108 MONTHS	108+ MONTHS
HOURLY RATE:	\$14.76	\$15.12	\$15.50	\$15.88	\$16.28	\$16.68

Upon ratification of this contract, employees with more than one (1) year of service will receive \$1,250.00, in lieu of retro pay for 2014. Employees with less than one (1) year of service will receive \$625.00, in lieu of retro pay for 2014. Part time employees will receive one dollar (\$1.00) per hour, for all hours worked in 2014 at the time of ratification, in lieu of retro pay (up to a maximum of \$500.00). All payments in lieu of retro pay will be paid in a separate check and will be paid prior to December 1, 2014, providing that the contract is ratified before that date.

**SECTION 27.2.**

- A. Any dispatcher working as the Acting Shift Supervisor shall receive an additional seventy-five cents (\$0.75) for each hour served as the Acting Shift Supervisor.
- B. Any dispatcher working as a trainer shall receive an additional fifty cents (\$0.50) for each hour served as a trainer.

FULL-TIME/PART-TIME**ARTICLE 28**  
**SEVERABILITY**

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the F.O.P. OHIO LABOR COUNCIL will meet promptly for the purpose of negotiating a mutually satisfactory provision on the same subject matter according to the provisions of O.R.C. Chapter 4117.

FULL-TIME/PART-TIME**ARTICLE 29**  
**WAIVER IN CASE OF EMERGENCY**

**SECTION 29.1.** In case of a publicly declared emergency, defined as Acts of God or civil disorder, declared by the President of the United States, the Governor of the State of Ohio, the Belmont County 911 or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer until the emergency is over:

- A. Time limits for the processing of grievances, and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

**SECTION 29.2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

FULL-TIME/PART-TIME**ARTICLE 30**  
**NO STRIKE/NO LOCKOUT**

**SECTION 30.1.** The F.O.P. OHIO LABOR COUNCIL agrees to the essential nature of service provided by its members in protecting the public's health and safety. In recognition of this fact, the F.O.P. OHIO LABOR COUNCIL agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the F.O.P. OHIO LABOR COUNCIL agrees that it shall join the Employer in requiring its members to return to work immediately.

**SECTION 30.2.** The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement.

**SECTION 30.3.** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any authorized or unlawful strike.

FULL-TIME/PART-TIME**ARTICLE 31**  
**COPIES OF AGREEMENT**

**SECTION 31.1.** The F.O.P. OHIO LABOR COUNCIL will provide copies of this Agreement to each member of the bargaining unit.

FULL-TIME/PART-TIME**ARTICLE 32**  
**PAST PRACTICE**

Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, that affects wages, hours, terms or conditions of employment, shall not be altered until and unless good faith negotiations between the Employer and the F.O.P. OHIO LABOR COUNCIL take place and said alteration is put in writing and signed by the parties.

FULL-TIME/PART-TIME**ARTICLE 33**  
**BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

**SECTION 33.1.** In accordance with the provisions of Ohio Revised Code (ORC) Section 4117.10(A), all provisions listed in the index of this Agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found in ORC Section 124.01 through 124.56, ORC Sections 325.19, 9.44, and 4111.03. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this Agreement except as prohibited by ORC 4117.08(B). The applicability of Civil Service shall be governed by the Ohio Revised Code.

**FULL-TIME/PART-TIME**

**ARTICLE 34  
DRUG/ALCOHOL TESTING**

**SECTION 34.1.** Drug/Alcohol testing may be conducted on employee's post-incident or reasonable suspicion.

A bargaining unit employee may, of his own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test, if he is involved in an on-duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

**SECTION 34.2.** All drug-screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Director and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

**SECTION 34.3.**

- A. The results of the testing shall be delivered to the Director and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.
- B. The Director may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Director may discipline the employee. The use of illicit substances, on or off-duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

**SECTION 34.4.**

- A. If a drug-screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above.
- B. In the event the second (2<sup>nd</sup>) test confirms the result of the first (1<sup>st</sup>) test; the Director may proceed with the sanctions as set forth in this Article.
- C. In the event that the second (2<sup>nd</sup>) test contradicts the result of the first (1<sup>st</sup>) test, the Director may request a third (3<sup>rd</sup>) test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Director to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of doubt and no sanctions shall be imposed.
- D. In the event that any two (2) results are positive, the employee is entitled to have the sample in the third (3<sup>rd</sup>) container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

**SECTION 34.5.** A list of two (2) testing laboratories shall be maintained by the Director. These laboratories shall conduct any testing directed by the Director.

**SECTION 34.6.** If the testing required above has produced a positive result, the Director may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available; the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic re-testing upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

**SECTION 34.7.** If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a re-testing within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment.

**SECTION 34.8.** Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

**SECTION 34.9.** All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

**FULL-TIME/PART-TIME**

**ARTICLE 35  
JOB DUTIES**

The Belmont County 911 dispatchers are expected to perform their assigned job duties which are directly related to their positions as dispatchers. Other duties which are not directly related (i.e., snow removal, custodial tasks, and other work regarding the general upkeep of the facility) are tasks which the dispatchers will not be expected to perform in the future.

The dispatchers will be expected to continue to maintain their own personal work area and take care of their own personal items such as dirty dishes and other eating utensils.

**FULL-TIME/PART-TIME**

**ARTICLE 36  
NEW PROBATIONARY PERIOD**

**SECTION 36.1.** Every newly hired employee of the Belmont County 911 Center will be required to successfully complete a probationary period of one (1) year or three hundred sixty-five (365) calendar days. All bargaining unit members hired prior to the effective date of this Agreement will complete the probationary period of one (1) year following their date of hire.

**SECTION 36.2.** A newly hired employee who is terminated during his/her probationary period will have no access to the grievance procedure as contained in this Agreement to protect his/her removal.

**SECTION 36.3.** Any probationary bargaining unit member who is off work in nonpaid status due to illness or injury shall have their probationary period extended by the amount of time off work. Any time on a leave of absence without pay shall not be counted as part of the probationary period which shall cause the extension of the probationary period by an equal number of days spent in no-pay status.

**ARTICLE 37  
DURATION OF AGREEMENT**

**SECTION 37.1.**

- A. This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2016 unless otherwise terminated as provided herein.
- B. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the F.O.P. OHIO LABOR COUNCIL and all prior Agreements, either oral or written, are hereby canceled.
- C. The parties agree that any amendments or additions to this Agreement take mutual agreement and must be reduced to writing.



**SIGNATURE PAGE**

*IN WITNESS WHEREOF*, the parties have caused this Agreement to be executed on this \_\_\_\_ day of October, 2014.

**FOR THE EMPLOYER**

**FOR THE UNION**

Bryan E. Minder /s/  
 Bryan E. Minder  
 Belmont County 911 Director  
**BELMONT COUNTY COMMISSIONERS**  
Matt Coffland /s/  
 Matt D. Coffland, President  
Mark A. Thomas /s/  
 Mark A. Thomas, Vice-President  
Ginny Favede /s/  
 Ginny Favede, Commissioner

\_\_\_\_\_  
 Chuck Wilson  
 Senior Staff Representative  
**UNION REPRESENTATIVES**  
 \_\_\_\_\_  
 Thomas Regis  
 \_\_\_\_\_  
 Anthony Gregor

\_\_\_\_\_  
 Brian D. Butcher, Esq., Labor Consultant  
 Approved:  
David K. Liberati /s/ Assistant  
 Belmont County Prosecutor

**MEMORANDUM OF UNDERSTANDING**

It is asked that both parties of the Collective Bargaining Agreement (CBA) between the Belmont County Board of Commissioners and the Belmont County 911 Dispatchers (FOP/OLC) dated January 1, 2014 through December 31, 2016, define and agree upon the definition of the phrase "Calamity Day", outlined in Article 22, Section 22.7 of the CBA.

During negotiations, a request was made by FOP/OLC, asking for employees of the Bargaining Unit to receive one and one half (1 ½) times their base rate of pay when required to work on any day declared a Calamity Day by the Board of County Commissioners. The examples used at the table were in reference to two days in early 2014 when the Commissioners approved a resolution to close all non-essential county offices, due to poor weather conditions. This was agreed on by both parties.

Calamity is defined as "An event causing great and often sudden damage or distress; a disaster." By the Oxford Dictionary.

It is the agreement of both parties that any declared "Calamity Day", by the Board of County Commissioners, will be considered an event in which County offices are ordered closed to all non-essential employees due to damage, distress to employees, or a disaster situation. Examples of this would be severe weather events, countywide disasters, potential illness or disease outbreak, etc. "Calamity Day" does not include a day where the Board of County Commissioners, or any county department head, decides to allow their own employees to go home early or not report to work at all, as a reward or kind gesture.

**APPROVED BY:**

_____ FOP/OLC Representative	_____ Belmont County 911
_____ FOP/OLC Representative	_____ Belmont County 911

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING THE 911 DEPUTY DIRECTOR JOB DESCRIPTION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the 911 Deputy Director Job Description as submitted. Effective October 22, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPOINTING DOYLE CROOKS AS BELMONT CO. 911 DEPUTY DIRECTOR**

Motion made by Mr. Thomas, seconded by Mr. Coffland appointing Doyle Crooks to the exempt Deputy Director position. This will nullify the previous Journal entry from January 16, 2013, temporarily assigning House Numbering duties to Doyle Crooks, as they will be included as part of this new position. Effective October 22, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF PAY INCREASE FOR DOYLE CROOKS/911**

Motion made by Mr. Thomas, seconded by Mr. Coffland to increase Doyle Crooks' pay to \$18.00 per hour, or \$37,440.00 per year. Effective October 22, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF PAY INCREASE FOR JIM DELMAN/911**

Motion made by Mr. Thomas, seconded by Mr. Coffland to increase Jim Delman's rate of pay to \$17.00 per hour, or \$35,360.00 per year. Jim Delman will remain a non-exempt, non-union employee. Effective October 22, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**BREAK**

**RECONVENE FRIDAY, OCTOBER 24, 2014. ALL COMMISSIONERS PRESENT.**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:07 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter executive session with County Court Judges Eric Costine and Chris Berhalter pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of public employees.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:58 A.M.**

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

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

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

**IN THE MATTER OF ADOPTING A RESOLUTION  
INCREASING THE BASE SALARY OF THE TWO CURRENT  
FULL-TIME COUNTY COURT CLERKS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following Resolution:

**RESOLUTION**

**WHEREAS**, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners has the right to establish compensation for its employees, and

**NOW THEREFORE, BE IT RESOLVED THAT**, the Belmont County Board of commissioners does hereby increase the base salary (those monies paid from the General Fund) of the two current full-time County Court Clerks by \$2.00 per hour retroactive to June 29, 2014. This increase is provided with the understanding that no additional adjustments will be made for these positions unless dictated by the Board of Commissioners in the form of a standardized pay schedule for this classification and/or an across-the-board increase for all staff within their appointed authority.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING THE ESTIMATE FROM  
PETTICORD & SON, INC., TO PAINT THE COURTHOUSE PUBLIC AREAS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the estimate from Petticord & Son, Inc. in the amount of \$31,885.00 for all labor and materials necessary to paint the Belmont County Courthouse public areas.

**Petticord & Son, Inc.  
10 Forest Park  
Wheeling, WV 26003  
WV000363**

**Estimate**

June 24, 2014

Re: Belmont County Court House – Public Area

Dear Mr. Regis:

Petticord & Son Inc. is pleased to offer this proposal, per your request, for the above referenced project of repainting the public common areas of the court house, as follows:

**Scope of Work**

- All painted ceilings, walls, doors, frames and trim will receive miscellaneous patching.
- Caulking will be applied as needed.
- This work will be done to corridors, stair wells, and lobbies on all three levels.
- Ceilings and walls to receive two coats of Sherwin Williams Acrylic Satin Paint.
- All trim will receive two coats of Sherwin Williams ProClassic Semi-Gloss Enamel.
- The first floor will have any loose wall covering “cutout” patched and painted.
- The wood paneling will be primed with Sherwin Williams Latex ProBlock Primer and a coat of ProClassic Semi Gloss Enamel will be applied.
- All work will be scheduled with Belmont County Personnel to assure any inconvenience. Evening hours has been included in this estimate.

We will do the above for the sum of **THIRTY ONE THOUSAND EIGHT HUNDRED EIGHTY FIVE DOLLARS (\$31,885.00)**

We carry Workmen’s Compensation, Liability and Property Damage Insurance and employ union labor.

If you have any questions, please call me either at (304) 233-2727 or on my cell at (304) 281-1310.

Sincerely,

*Scott Petticord /s/*

Scott Petticord

President

DATE APPROVED 10/22/14

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

**BELMONT COUNTY COMMISSIONERS**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

October 22, 2014

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 11:02 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 11:02 a.m.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

Read, approved and signed this 29th day of October, 2014.

\_\_\_\_\_

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

\_\_\_\_\_

We, Matt Coffland and Kathy Marino, President and Assistant 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

\_\_\_\_\_ ASSISTANT CLERK