

St. Clairsville, Ohio

September 26, 2012

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

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-McGhee & Co.	Supplies-Probate Court/General Fund	130.54
A-Ohio Judicial Conference	Investigator conference-Probate Court/General Fund	200.00
A-Staples	Supplies/General Fund	115.97
A-Tronitech	Tone-Probate Court/General Fund	290.00
e-Don Nippert	October Sublease Agreement/911Fund	450.00
P-Adolph Santorine	Refund/WWS#3Revenue Fund	28.80
P-Harris Real Estate	Refund/WWS#3Revenue Fund	10.07
P-USA Bluebook	Equipment/BCSSD Funds	1,625.09
S-Barrett Brothers	Garnishment forms/Eastern Ct. General Special Projects Fund	277.00
S-Beth Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,242.50
S-Cardmember Services	Materials & expenses/Oakview Juvenile Residential Center	390.95
S-Columbia Gas Co. of Ohio	Utilities/Oakview Admn. Building Fund	242.65
S-McGhee & Co.	Printer & Toners/Eastern Div. Court Computer Fund	525.88
S-United Bank	Loan payment – Armory/Port Authority Fund	2,625.49
S-Walmart	Food & supplies/Oakview Juvenile Residential Center	189.59
T-Tom Magrini Remodeling	Refund/Water and Sewer Guarantee Deposit Fund	78.30
Y-Health Plan PPO	September premium/Employer's Share Holding Account	366,385.09

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for September 26, 2012 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$759.31; \$19,453.73
A-GENERAL/AUDITOR	\$894.40
A-GENERAL/EMA	\$918.17
A-GENERAL/JUVENILE COURT	\$701.12
A-GENERAL/SHERIFF	\$4,680.44
A-GENERAL/911	\$1,201.55
B-Dog Kennel	\$4,193.86
H-Job & Family, CSEA	\$23,429.70
H-Job & Family, Public Assistance	\$3,121.15; \$714.57; \$314.06
H-Job & Family, WIA	\$53,103.52; \$4,256.04
J-Real Estate Assessment	\$2,022.07
M-Juvenile Ct. – Alternative School	\$159.50
M-Juvenile Ct. – Placement II	\$292.74
M-Juvenile Ct. – Title IV-E Reimb.	\$125.00
P-Sanitary Sewer District	\$4,126.26; \$2,710.41; \$1,354.56; \$1,044.31; \$3,580.31; \$2,056.08; \$618.78; \$2,659.35; \$11,395.70; \$1,195.66; \$9,641.63; \$895.23; \$361.62
S-District Detention Home	\$2,379.34
S-Job & Family, Children Services	\$3,553.73
S-Job & Family, Senior Program	\$16,265.65
S-Juvenile Ct. Computer Fund	\$593.90
S-Juvenile Ct. General Special Projects	\$66.99
S-Oakview Juvenile Residential Center	\$3,908.85
S-Sheriff Commissary	\$867.86
T-CDBG	\$248,279.00
T-Sanitary Sewer District	\$434.12

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A20.012 Equipment	E-0051-A001-A19.000 Courthouse Security	\$ 4,000.00

*For replacement of/upgrade to the court house security cameras and purchase of a Super Wand Metal Detector.*

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A24.000 Infrastructure/ORC .026	E-0051-A001-A50.000 Budget Stabilization	58,200.00
E-0055-A004-B20.000 MF Satellite Building	E-0051-A001-A50.000 Budget Stabilization	7,800.00
E-0055-A004-B26.000 W Bel Co Satellite	E-0051-A001-A50.000 Budget Stabilization	28,000.00
E-0055-A004-B28.000 Makenzie Bldg. Maint.	E-0051-A001-A50.000 Budget Stabilization	4,000.00
E-0055-A004-B30.000 Thoburn Church Bldg.	E-0051-A001-A50.000 Budget Stabilization	26,000.00
E-0055-A004-B32.000 Eastern Court Satellite	E-0051-A001-A50.000 Budget Stabilization	<u>31,000.00</u>
	<b>TOTAL</b>	<b>155,000.00</b>

*For Court House Parking Lot Repair/Paving project—Engineer’s Estimate is \$155,000. Transfers done in lieu of new Capital Projects-Facilities Fund being approved by the State Auditor’s Office (request submitted 08-17-12).*

**RECORDER/GENERAL FUND A00**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0121-A006-B10.004 Workers Comp	E-0121-A006-B09.003 PERS	\$ 2,482.92
E-0121-A006-B07.000 Document	E-0121-A006-B09.003 PERS	\$10,000.00

**OAKVIEW JUVENILE REHAB FUND S30**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S30-S58.000 Communications	E-8010-S30-S63.000 General	\$ 1,000.00
E-8010-S30-S73.000 ACA Accreditation	E-8010-S30-S55.000 Supplies	\$ 1,000.00

**SANITARY SEWER DISTRICT #3A REVENUE P55**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3706-P055-P15.000 Other Expenses	E-3706-P055-P02.010 Supplies	\$ 100.00

**BELMONT COUNTY SENIOR PROGRAM FUND S70**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5005-S070-S05.011 Contracts	E-5005-S070-S06.006 Hospitalization	\$ 30,000.00
E-5005-S070-S07.010 Supplies	E-5005-S070-S06.006 Hospitalization	\$ 4,000.00
E-5005-S070-S07.010 Supplies	E-5005-S070-S10.000 Facilities	\$ 46,000.00
E-5005-S070-S08.000 Travel	E-5005-S070-S09.000 Other Expenses	\$ 69,000.00

**WIA AREA 16 FUND H08**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2610-H008-H02.000 Carroll Co DJFS-WIA	E-2610-H008-H01.000 Bel. Co. DJFS-WIA	\$ 4,000.00
E-2610-H008-H02.000 Carroll Co DJFS-WIA	E-2610-H008-H01.000 Bel. Co. DJFS-WIA	\$ 5,237.00
E-2610-H008.H03.000 Harr. Co. DJFS-WIA	E-2610-H008-H01.000 Bel. Co. DJFS-WIA	\$ 2,806.00
E-2610-H008-H04.000 Jeff. Co. DJFS-WIA	E-2610-H008-H01.000 Bel. Co. DJFS-WIA	\$ 18,510.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN THE GENERAL FUND AND PORT AUTHORITY/S12 FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfer between the General Fund and the Port Authority/S12 Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund</i> E-0051-A001-A39.000 Port Authority	<i>Port Authority/S12 Fund</i> R-9799-S012-S04.574 Transfers In	\$23,750.00

*This represents the 4<sup>th</sup> Quarter Allocation for 2012.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission on September 26, 2012:

**FOR THE SHERIFF’S DEPARTMENT VARIOUS FUNDS**

**General**

E-0131-A006-A09.000	Medical	741.83
E-0131-A006-A23.000	Background	1,740.00
E-0131-A006-A24.000	E-SORN	150.00
E-0131-A006-A30.000	Lifesaver	120.00

**Commissary Fund**

E-5100-S000-S01.010	Supplies	10,180.45
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**Concealed Handgun License**

E-5101-S001-S06.000	License Issuance	4,043.00
E-5101-S001-S07.012	Equipment	2,012.00

**Sheriff Reserve Account**

E-9710-U010-U06.000	Other Expenses	2,689.59
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**NEFFS SANITARY SEWER PROJECT N27**

E-9027-N027-N02.055	Contract Projects	\$61,138.19
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**BELMONT COUNTY PORT AUTHORITY FUND**

E-9799-S012-S01.002	Salary	\$ 15,000.00
E-9799-S012-S08.003	PERS	\$ 3,000.00
E-9799-S012-S02.006	Hosp. Insurance	\$ 525.00

E-9799-S012-S11.005	Medicare	\$ 350.00
E-9799-S012-S03.012	Equipment	\$ 1,375.00
E-9799-S012-S06.000	Marketing	\$ 1,000.00
E-9799-S012-S07.000	Prof. Serv.	\$ 2,500.00

**SOIL & WATER CONSERVATION FUND L01**

E-1810-L001-L03.012	Equipment	\$5, 686.15
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Upon roll call the vote was as follows:

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

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

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

**BCDJFS** – Sue Hines and Senior Members to travel to Roscoe Village on Oct. 3, 2012; to Zanesville, OH, on Oct. 5, 2012, and Beallsville and Woodsfield, OH, on Oct. 24, 2012, for Bethesda Senior Center outings. Patricia Kinney and Senior Members to travel to Zanesville, OH, on Oct. 5, 2012, for a Flushing Senior Center outing. Estimated expenses: \$56.00

Linda Wells, Karen Titonis, Sue Hines, Shirley Case, Patricia Kinney, Linda Sadosky, Michael McBride, Daisy Braun and Lori Bittengle to travel to Cambridge, OH, on Oct. 9, 2012, to attend The Fearless Caregiver Conference. Estimated expenses: \$315.00

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Richard Hord asked for updates on a few matters. He inquired about the status of the former Hab Center. Mr. Probst said there have been some discussions with individuals about leasing it. If that goes through, it will create many good paying jobs. Those details are still being worked out. He said if that falls through, we are possibly looking to maybe put some other county agencies in that space. Mr. Hord also asked about the renovations of the former Sheriff's residence and the estimated completion date. Mrs. Favede advised the completion date is set for November and the project could not be going better. She said the inside of the building is extraordinary and they have found some historical things that we weren't sure actually existed when they renovated in the 1970's, such as original pocket doors that had been shoved back into the walls. They were installing the new HVAC system yesterday. Mr. Hord asked about the possible renovation of the remaining portion of the structure and if a grant had been pursued for that. Mrs. Favede advised we had submitted an application, which was declined, for the jail portion. There have been some federal changes to the Federal Transportation Enhancement funding sources. She said we are in the process of appealing it primarily because that project was set into two phases (before Mrs. Favede came into office) at the direction of ODOT. Therefore, Phase One and Phase Two were created at their direction. A change in funding has thrown a cog into that. Mrs. Favede said it is still her desire to see it renovated for records.

Clarence Briggs noted last week when Mr. Pielech came to the board and asked for money for Faith In Action Caregivers that if he (Dwayne) approaches the board for money, Mr. Briggs thought there was a (senior) committee that was supposed to review it first. If they think it is feasible, then Mr. Pielech is to come to the board. Mr. Probst said their (the senior committee's) input was vital. He said we are trying to define and get as much input as we can as to if these services (Faith In Action) are actually needed or not. Mr. Briggs said he felt it best to have someone in between BCDJFS and the Commissioners to keep it honest. Mr. Briggs said, "If the seniors don't want it, why should you pursue it?" Mr. Probst said, "Right, yet they are being taken care of and everything is fine, I understand." Mr. Briggs stated, "Well we disagree with that." Mr. Probst said, "Ok, duly noted Mr. Briggs."

Frank Papini asked if the gas and oil royalties, on county land, go to the county or the state and appropriated back. Mrs. Favede said, "I think there are two different things here: There are two venues of money, royalties from the property would be paid directly to the property owner based upon your leasing arrangement that you have with the oil and gas company. What does go to the state is the severance tax." She explained that is an entirely different venue of money and at this point there is not going to be any return of severance tax to the counties at all. The governor had presented a proposal that would increase the severance tax and he would collect those dollars and utilize it as a state tax income tax reduction. It has since been pulled out by the general assembly because they disagreed that that is what should be done with the money. Especially the Democrats in office believe that that money should be returned to counties and local government to continue funding them. There is no real clear answer as to what is going to happen with that right now; it is still being worked on.

Michael Bianconi let it be known he is entirely against the hiring of Eric Ayres (at BCDJFS) and wanted to make sure the board knew this. He had a few issues he wanted to discuss. He has been to the Election Board numerous times as a township trustee and a fireman. They have three different levies on between the townships and fire district. There has been some confusion about mapping and who votes in what district. He has attended Election Board meetings, and they have been very helpful as has Don Pickenpaugh, GIS Director.

He also said a few months ago funding for tearing down houses was received from a program through Attorney Mike DeWine's initiative. Mr. Bianconi said his township (Pease) was not even asked to apply. He noted in Jefferson County the grant money was divided up and he felt it was not handled right here in Belmont County. He asked if it comes again, he hopes the board will let everyone apply, and that they be contacted. Mr. Probst said it was presented to the board that they should dole out the money to areas that can tear down whole sections of blight. It was not to go into a few communities and tear down one structure here and one there. That was not the purpose of the money. Mrs. Favede said, "It was for impact." Mr. Probst said we thought about townships, but once we checked deeper, they recommended we did not do that as it wasn't the purpose of the money. Mr. Coffland advised, "We all spoke up for townships." Mrs. Favede stated, "Furthermore, I do want to mention, that all of the entities who ended up receiving the funds, sought those funds out on their own. We did not contact any of those entities and ask them to apply." She also noted there was no circulation of this grant at the county level. It is up to us to seek grants, no one comes to us.

Mr. Bianconi brought up the Washington Co. Building Department and said there had been no problems in the past under the old system. He asked if we were going back to using the state since it has been noted there have been some problems now. He said Fire Chief Ken Saffell had issues regarding HVAC system on a roof. Mr. Coffland said he has heard no complaints since we changed and did not hear many before the change. He said out of 88 counties, 54 do it on their own like we are doing it. He said we changed originally to make it business friendly. Mr. Coffland said he has only heard one complaint from Fire Chief Ken Saffell and he believes that that has been worked out. He thinks there was some miscommunication between Washington County and Cumberland Trail Fire Department. Port Authority Director Larry Merry said to Mr. Bianconi that there has never been a problem with inspections from the state. The issue is dealing with Columbus and the plans process and the plan approval process. Columbus has 30-45 days to respond. Many times you get notification or a response on the 44<sup>th</sup> day. There is no motivation there. Mr. Merry said that is the reason why he pushed to have a local building department. He said it is not about the inspectors. He was just wanting to expedite the process and have Belmont County be more business friendly. Mr. Merry said if you have a local building department, it is much better service and response of service. Mr. Bianconi said he would go back and talk to Mr. Saffell for more information. Mrs. Favede said we actually have the documentation that Mr. Saffell brought in if Mr. Bianconi would like to review that.

It has a list of all of his concerns. Mr. Probst said he agrees with what Mr. Saffell is saying. Mr. Probst said there should be more detection in a new system that is being put in. It is a cost savings to the owners of the mall, but you never want to put a price on safety. He said when this was presented to the Board (contracting with Washington County Building Department), we thought everyone, even those in unincorporated areas of the county, were going to have a choice. That is not the case. Mr. Probst said he hates people not being able to have a choice. Mr. Probst said he will vote to terminate the contract when it is brought back up to the board. He said he still stands by that.

Mr. Bianconi said Engineer Fred Bennett needs money for roads. In reference to 911, he advised they are in need of a board member. They will meet Tuesday and he hopes the Commissioners will move on that.

Mr. Coffland went back to the subject of the building department. He stated the following: Regarding the choice, the choice was the county and we went with them. The choice was left up to the villages. The corporate areas had to make their choice and he thinks that's where the understanding that..... Mr. Probst interjected, "No, don't twist my words. I know what was said. Mr. Coffland said, "But that's the way that I understood it." "Both of us misunderstood." Mr. Probst said, "Ok, that's fine the way you understood. I didn't misunderstand." Mr. Probst also said, "It's something we don't need. We don't need an outside agency coming in this county and taking over, especially when we are getting complaints now." Mrs. Favede, said, "It's not just another outside agency, it's another set of Commissioners that are governing residents and businesses within our county." Mr. Probst stated, "It needs to go away; we need to take care of our own here, where we have some control over that. "To make sure our people are taken care of. We are losing that control through another county, and I forbid that," stressed Mr. Probst. Mrs. Favede said, "Our responsibility is directly to those firemen." Mr. Coffland wanted to make it clear, "the code is the code." He said nobody can change the code. Mr. Merry said, " If the same set of plans had gone to the state, the same determination would have been made at the state that was made at Washington County. He further said what needs is the code. It is not who interprets the code. What needs changed is the code if that's what your requirements are and that is what you want, Mike." Mr. Probst stated, "That is not the issue. The issue is the Fire Chief asked that those detections be put in the HVAC systems as he has done in the past when he was working with the state, and the state has gone along with that. He lost that. Interpreting the code is not the issue here. He wants a little more increased safety in our mall to protect our citizens." Mr. Coffland said, "That's what we all want."

**10:30 Kathy Campbell, Executive Director, Tri-County Help Center  
Re: Proclamation In Honor of Domestic Violence Awareness Month**

Dr. Lorrinda Saxby and Richard Hord, Board Members of Tri-County Help Center, were present along with Michele Nardo, Cathy Campbell and Paula Planey. Dr. Saxby invited the board to the Domestic Violence Awareness Month March to be held Oct. 17 at 6:00 p.m. The march starts at Tri-County Help Center and all will walk to the Courthouse. There will be a speaker and music. They return in silence to the Help Center for a small reception. In that respect, they honor those that have been abused. She praised the Help Center caseworkers and employees for their dedication to those that need assistance. She advised that in tough economic times, domestic violence can increase and we need to do everything we can to support those families that are in those circumstances. Richard Hord said the first step to eradication is awareness and every year they do this. They work hard to eliminate the proclamation and he noted the staff works very diligently. They look forward to the day domestic violence is a thing of the past. Mrs. Campbell thanked the board for recognizing the impact domestic violence has on the citizens of our county. She said victims of domestic violence will seek help if they feel community support. Mrs. Favede said she is grateful for women and children to have a place to seek shelter from that situation. Mr. Coffland stated it is a shame what it does to families and especially children. Every child should be able to grow up in a healthy household. Mr. Probst said life struggles are hard enough in the day to day situations that people face. He thanked all for being there for the citizens.

**IN THE MATTER OF ADOPTING PROCLAMATION  
RECOGNIZING OCTOBER AS NATIONAL DOMESTIC  
VIOLENCE AWARENESS MONTH**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the proclamation recognizing October as National Domestic Violence Awareness Month.

***PROCLAMATION  
IN HONOR OF  
DOMESTIC VIOLENCE AWARENESS MONTH***

**WHEREAS**, the family is the foundation of a safe and healthy community. It is the goal of this administration for our communities to be safe; and  
**WHEREAS**, the problem of domestic violence affects all citizens of Belmont County, crossing all racial, social, religious, ethnic, geographic, and economic groups; and  
**WHEREAS**, domestic violence is an ongoing problem in our county, where in the year 2012, over 500 primary victims received services from Tri-County Help Center, Inc.; and  
**WHEREAS**, 78 victims and their children were provided with 594 nights of emergency safe shelter; and  
**WHEREAS**, 45% of homeless adults reported that they had stayed in an abusive relationship because they had nowhere else to live; and  
**WHEREAS**, domestic violence is widespread, including one in three Americans who have witnessed an incident of domestic violence and with an annual cost to U.S. companies of \$3.5 billion in lost work time, increased health care costs, higher turnover, and lower productivity; and  
**FURTHER**, the Belmont County Board of Commissioners reaffirms the commitment of the County of Belmont, State of Ohio, to reducing violence in our homes, as well as on our streets. We urge all citizens to participate in the activities planned by Tri-County Help Center, Inc. and community organizations during this month. Citizens should also take this opportunity to educate themselves about the impact of domestic violence in Belmont County and to become familiar with resources and programs available.  
**NOW, THEREFORE, BE IT RESOLVED**, that the Belmont County Commissioners do hereby recognize October as "**DOMESTIC VIOLENCE AWARENESS MONTH**" This month let us remember the victims of domestic violence, celebrate the survivors, and work together to eliminate domestic violence from our community.  
Adopted this 26th day of September, 2012.

**BELMONT COUNTY COMMISSIONERS**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING FOR RESURFACING  
PARKING LOT BEHIND THE COURTHOUSE AND REPAIRING  
THE RETAINING WALL**

This being the day and 10:45 a.m. being the hour that bids were to be on file in the Commissioners' Office for resurfacing the parking lot behind the courthouse and repairing the retaining wall and other related work, they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>Ohio-WV Excavating</b> P.O. Box 128 Powhatan Point, OH 43942	X	\$ 162,005.00
<b>Lash Paving, Inc.</b> P.O. Box 296 Colerain, OH 43916 Engineer Estimate: \$155,000.00	X	\$ 160,120.00

Present for the bid opening were Bill Street, Engineer; Jack Regis, Facilities Manager, Robert DeFrank of The Times Leader; and Al Molnar of The Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Coffland to turn over all bids received for resurfacing the parking lot behind the courthouse and repairing the retaining wall and other related work to Bill Street, Project Engineer, and Jack Regis, Facilities Manager, for review and recommendation.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of August 1 and August 8, 2012.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CHANGING THE STARTING TIME  
OF BOARD'S REGULAR MEETING OF OCT. 3, 2012**

Motion made by Mr. Probst, seconded by Mr. Coffland to change the starting time of the board's regular meeting on Wednesday, October 3, 2012 from 10:00 a.m. to 11:00 a.m.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE CRIMINAL  
COST REPORT OF THE SHERIFF**

Motion made by Mr. Probst, seconded by Mr. Coffland to accept the Criminal Cost Report for the period of September 1, 2011 through August 31, 2012 as submitted by the Belmont County Sheriff's Office per Ohio Revised Code 311.16.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTIZING FOR BIDS FOR ENGINEER  
PROJECT 12-5 BEL-YOR-810-0.01 BRIDGE REPLACEMENT**

Motion made by Mr. Probst, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's Project 12-5, BEL-YOR-810-0.01 Bridge Replacement, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

*Note: This is on Town Hill Rd. immediately north of SR 148 at Powhatan Point.*

**NOTICE TO BIDDERS**

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

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **10:30 A.M. (Local Time) Wednesday, October 17, 2012** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **Engineer's Project 12-5, BEL-YOR-810-0.01, BRIDGE REPLACEMENT PROJECT**, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by December 15, 2012.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. "The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder’s Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board’s decision to award, and the Board reserves the right to exercise its full discretion,”

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

**Times Leader Advertisement: Two (2) Mondays: October 1, 2012 and October 8, 2012**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE OPWC  
DISBURSEMENT REQUEST #6/NEFFS SANITARY SEWER PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the Ohio Public Works Disbursement Request #6 in the amount of \$1,767,621.81 for the Neffs Sanitary Sewer Project Phase I, OPWC Control No. CR07O/CR08O, based upon the recommendation of Mark Esposito, BCSSD Director and Bill Street, Project Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING AGREEMENT WITH  
MICHAEL BAKER, JR. ON BEHALF OF BELMONT CO. EMA  
FOR THE HAZARD MITIGATION PLAN UPDATE**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into agreement with Michael Baker, Jr., Inc., on behalf of Belmont County Emergency Management Agency, in the amount of \$25,000.00 for the Belmont County Hazard Mitigation Plan Update, based upon the recommendation of Dave Ivan, EMA Director.

**Standard Client Agreement**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between Michael Baker Jr., Inc. (hereinafter “**BAKER**”) with offices at 4100 Horizons Drive, Columbus, Ohio 43220, and Belmont County (hereinafter, “**CLIENT**”), with offices at 68329 Bannock Road, St. Clairsville, Ohio 43950.

**WHEREAS**, the **CLIENT** desires **BAKER** to perform certain technical services.

**WHEREAS**, **BAKER** is in the business of providing engineering and technical services and desires to perform such services for **CLIENT**.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

- 1. SCOPE OF WORK.** **BAKER** shall perform such engineering and technical services as are described in the attached Exhibit “A”, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, “Work”).
- 2. STANDARD OF CARE.** The standard of care applicable to **BAKER’s** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
- 3. COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **BAKER** for the Work in such manner as described in the attached Exhibit B, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the “Payment Terms”). Partial payments for the Work shall be made monthly by the **CLIENT** to **BAKER** based on invoices submitted by **BAKER**. The **CLIENT** shall also pay **BAKER** a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of one and one-half percent (1½ %) per month.
- 4. ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **BAKER** has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or right-of-ways, and **BAKER** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors’ bids.
- 5. CONSTRUCTION MEANS AND METHODS.** **BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors’ failure to perform work in accordance with the contract documents.
- 6. COMPLIANCE WITH LAWS.** **BAKER** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
- 7. ASSIGNMENT BY COMPANY.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **BAKER** which consent shall not be unreasonably withheld.
- 8. ASSIGNMENT BY BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **BAKER**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **BAKER**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.
- 9. INSPECTION OF THE WORK.** **BAKER** shall grant **CLIENT** access at all reasonable times to **BAKER’s** facilities where the work under this Agreement is being performed.
- 10. CHANGES.** The **CLIENT** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work’s scope, time period, or schedule of performance. **BAKER** shall perform such changes to the Work as directed by the **CLIENT** in writing and shall be paid for such Work at rates established by the Agreement, at (\$100 per/hour) to cover overhead and profit, or as may be otherwise agreed between the **CLIENT** and **BAKER**.
- 11. SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the **CLIENT** prior to its completion, **BAKER** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
- 12. DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
- 13. INDEMNIFICATION.** Except as stated below, **BAKER** shall indemnify and save harmless the **CLIENT** from these claims, losses, lawsuits or expenses caused directly by **BAKER’s** sole negligent acts, errors or omissions with performance of **BAKER’s** services hereunder.
- 14. LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the **CLIENT** agrees to limit **BAKER’s** liability to the **CLIENT** and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to **BAKER’s** negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of **BAKER** to all those named shall not exceed \$50,000 or the total fee for **BAKER’s** services rendered in the project, whichever is greater.

**15. WAIVER OF CONSEQUENTIAL DAMAGES.** Under no circumstances shall either party be liable to the other party for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.

**16. INSURANCE.** Unless otherwise required in this Agreement, the **CLIENT** and **BAKER** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

- (a) **Comprehensive General Liability** including the following:
  - \$1,000,000 Each Occurrence for bodily injury and property damage
  - \$1,000,000 Products/ Completed Operations Aggregate
  - \$1,000,000 General Aggregate over all interests

- (b) **Comprehensive Automobile Liability** including coverage for owned, non-owned and hired vehicles:
  - \$1,000,000 Bodily Injury
  - \$1,000,000 Property Damage

- (c) **Umbrella/Excess Policy:**
  - \$4,000,000

(d) **BAKER** shall also maintain Workers' Compensation Insurance in statutorily required amounts and Employers' Liability Insurance in the amount of \$1,000,000 for bodily injury and \$1,000,000 by disease with a policy limit of \$1,000,000.

**17. INDEPENDENT CONTRACTOR.** **BAKER** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.

**18. PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.

**19. PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

**20. HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

**21. GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio without regard to its choice of law provisions.

**22. SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.

- Exhibit "A" Scope of Work
- Exhibit "B" Payment Terms

**23. ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

**WITNESSES:**

**MICHAEL BAKER, JR., INC.**

**WITNESS:**  
Jayne Long /s/

Name: **Doug Plasencia, PE, CFM**  
Title: **Vice President, Michael Baker, Jr., Inc.**  
**BELMONT COUNTY, OHIO**

Charles R. Probst, Jr., /s/

Name: Charles R. Probst, Jr.  
Title: President, Belmont County Board of Commissioners

Ginny Favede /s/

Name: Ginny Favede  
Title: Vice President, Belmont County Board of Commissioners

Matt Coffland /s/

Name: Matt Coffland  
Title: Belmont County Commissioner

APPROVED AS TO FORM:  
David K. Liberati /s/  
PROSECUTING ATTORNEY

**EXHIBIT A – SCOPE OF WORK**

**EXHIBIT B**

**Compensation and Payment**

ITEM	SCOPE OF SERVICES	PROPOSED FEE COST
1	This will be a "Fixed-Price" contract paid by completed scheduled task. Any direct expenses shall be included in the proposed fee cost.	\$ 25,000 <i>Lump Sum Fee</i>

Terms: Net 30 days from date of receipt of invoice.

Remit Payment to:

**Michael Baker Jr., Inc.**

**P.O. Box 360451**

**Pittsburgh, PA 15251-6451**

Please include Baker six digit invoice number.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF A MODIFIED HANDICAPPED MINI-VAN FOR SENIOR SERVICES**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the purchase of a modified handicapped mini-van for Belmont County Senior Services from The Braun Corporation in the state purchase pricing amount of \$34,811.00, based upon the recommendation of Bob Roth, BCDJFS Transportation Director.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING CHANGE ORDER NO. 8 FOR WALLER CORP./HISTORIC SHERIFF'S RESIDENCE**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign Change Order No. 8 in the amount of \$269.42 for Waller Corporation for the adaptive reuse of the historic Belmont County Sheriff's Residence, based upon the recommendation of Chambers, Murphy & Burge, Project Architects; this is to restore window 11A.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM HITEK SECURITY SOLUTIONS**

Motion made by Mr. Probst, seconded by Mr. Coffland to accept proposal from HITEK Security Solutions in the amount of \$14,240.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF PROPOSAL FROM BELMONT CO. RECORDER REQUESTING THE CONTINUANCE OF THE S78 GENERAL FUND SUPPLEMENTAL EQUIPMENT GRANT**

Motion made by Mr. Probst, seconded by Mr. Coffland to acknowledge receipt of the proposal of the Belmont County Recorder, pursuant to ORC 317.321, requesting the continuance of the S78 General Fund Supplemental Equipment Grant and an increase in the amount of fees deposited into the fund and to establish a date to meet with the Recorder to review said proposal pursuant to ORC 317.321(B).

Upon roll call the vote was as follows:

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

**DISCUSSION**-Commissioner Favede noted the board is only accepting the proposal and agreeing to meet and discuss it, not making a decision to approve the proposal.

**BREAK**

**IN THE MATTER OF FINAL PLAT APPROVAL FOR HIDDEN SPRINGS, SIXTH ADDITION RICHLAND TOWNSHIP, SEC 18, T-7, R-4**

**"Hearing Had-11:00 A.M."**

Present for the hearing were Engineer Fred Bennett and Ruth Graham, Engineer's Drafting Technician; Gary Mallett, the property developer; Robert DeFrank of The Times Leader and Al Molnar of The Intelligencer. Ruth advised this involves 3 lots and she presented maps. She advised they have Health Department approval. Mr. Mallett noted his appreciation for the cooperation between the Engineer, Health Department, Water Department and the Township Trustees.

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

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

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Hidden Springs Sixth Addition, Richland Township, Section 18, T-7, R-4, which appears to be regular in form and approved by the proper parties;

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

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

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

**BREAK**

**IN THE MATTER OF FINAL PLAT APPROVAL FOR REQUEST FOR SET BACK VARIANCE FOR OHIO RIVERVIEW ESTATES SUBDIVISION PULTNEY TOWNSHIP, SEC 28 T-2, R-2**

**"Hearing Had-11:15 A.M."**

Present for the hearing were Engineer Fred Bennett and Ruth Graham, Engineer's Drafting Technician; and Frank Shaffer and Mark Cervelli, Pultney Township Trustees; Robert DeFrank of The Times Leader and Al Molnar of The Intelligencer. Ruth presented map. She explained this had a 30 foot setback all around the roadway. The contractor built 10 1/2 feet into the setback, hence the variance to reduce that 30 foot down to 19 1/2. The Engineer has given his approval as have the Township Trustees. Property owner Mr. Andes is aware he has to replat this and have it put on record.

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the request to reduce the current thirty foot (30') building setback line to a nineteen and a half foot (19.5) building setback line for Lot #15 in Ohio Riverview Estates Subdivision recorded in Cabinet E, Slide 351, located in Pultney Township Section 28-T-2, R-2, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: ENGINEER DEPT. AND ROAD STRIPING** – Mr. Probst said the board had talked about putting some money together for road striping and then advertising the job. Engineer Fred Bennett advised the earliest it could be bid is October 17 and the problem with the temperature for striping in November. Mr. Bennett said they checked on a price and the estimate to stripe is \$1,300.00 per mile. The last time the county striped five years ago, it was \$874 per mile. The total estimate to stripe would be in the area of \$243,000.00. Mr. Bennett's department has no money for this project.



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

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Mark Esposito, Director, Bel. Co. Sanitary Sewer District, pursuant to ORC 121.22(G)(1) to consider employment of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 12:30 P.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF AUTHORIZING THE BCSSD  
DIRECTOR TO ADVERTISE FOR WATER PLANT  
OPERATORS AND UTILITY WORKERS**

Motion made by Mr. Probst, seconded by Mr. Coffland to authorize Mark Esposito, BCSSD Director, to advertise for water plant operators and utility workers to fill openings due to upcoming retirements.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING A LETTER BE  
SENT TO STATE OFFICIALS, LOCAL EPA AND FEDERAL  
EPA REGARDING ESMARK AND RG STEEL**

Motion made by Mr. Coffland, seconded by Mr. Probst to draft a letter to state officials, the local EPA and Federal EPA to work with local officials, Village of Yorkville, Esmark and RG Steel to resolve the EPA problems and get the Yorkville plant back to work.

October 1, 2012

**Governor John Kasich**

Riffe Center, 30<sup>th</sup> Floor

77 South High St.

Columbus, OH 43215-6117

**Lisa Jackson, Administrator**

**Federal EPA**

Ariel Rios Building

1200 Pennsylvania Ave. N.W.

Washington, DC 20460

**Scott Nally, Director**

**Ohio EPA**

P.O. Box 1049

Columbus, OH 43216-1049

Dear Sirs and Madam:

The pending sale of the Yorkville mill, currently known as RG Steel, to Esmark Corporation is of great interest to the Board of Commissioners due to its vital impact on our local economy and employment. There exists a pressing need for an expeditious resolution to the problem caused by RG Steel's failure to comply with EPA regulations.

The Belmont County Board of Commissioners supports fully the efforts of the Village of Yorkville, Esmark Corporation and the United Steelworkers Local 1223 in their pursuit of abatement of the EPA compliance concerns. We urge all parties involved to work together in order that this transaction can be completed without further delay.

Sincerely,

BELMONT COUNTY COMMISSIONERS

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., President

Ginny Favede /s/

Ginny Favede, Vice-President

Matt Coffland /s/

Matt Coffland

Upon roll call the vote was as follows:

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

**RECONVENE SEPTEMBER 28, 2012, AT 9:20 A.M.**

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

**IN THE MATTER OF AWARDING BID FOR RESURFACING  
PARKING LOT BEHIND COURTHOUSE TO LASH PAVING**

Motion made by Mr. Probst, seconded by Mrs. Favede to award the bid for Resurfacing Parking Lot Behind Courthouse to the low bidder, Lash Paving, in the amount of \$160,120.00 based upon the recommendation of William Street, Project Engineer, and Jack Regis, Facilities Manager.

Upon roll call the vote was as follows:

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

**BREAK**

**RECONVENED 11:00 a.m., TUESDAY, OCTOBER 2, 2012**

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

**IN THE MATTER OF DISCUSSION HELD**

**RE: VILLAGE OF BETHESDA WATER CONNECTION AND PURCHASE** – Present for the discussion were Commissioners Probst and Coffland. Present from the Village of Bethesda were: Richard Quinlin, Dirk A. Davis, David Wines, Jeremy D. Campbell and Brian J. Bee. Also present were Director Mark Esposito and Project Manager Kelly Porter of the Sanitary Sewer District and Robert DeFrank of The Times-Leader. The Village presented a proposal to purchase their water from the county. Mr. Quinlin advised they have an aged water storage tank that is in horrible condition. The Village currently gets their water from Barnesville. They want to upgrade their water system to have a good supply of potable water and to provide fire protection for Bethesda. Village officials had meet previously with the Director of the Sanitary Sewer District and started planning and looking over issues. They secured an engineering firm. Their recommendations were: 1) stay with the present way for buying water, 2) go back to the way they bought water off of the county before on the feed line coming into town in the Morristown area, or 3) construct a new line to a new two million gallon tank in Barnesville. The new tank would be filled with county water. Mr. Quinlin advised they were presently in line for an EPA loan and RCAP assistance. He said they have their funding sources in place as soon as they come through. Mr. Quinlin provided the following timeline: They have to submit complete details for approval by December 1, 2012. They will advertise for construction bids by March 30, 2013 and open construction bids in April, 2013 and submit bid information in May along with loan documents and request a construction loan. The engineer estimates construction won't begin until the middle of 2014. At that point they would need to secure water from the county, if the county is interested in selling to them.

A map of the new system was presented and a discussion was held on water pressure problems and location and size of waterlines. Mr. Esposito said the problem is a weak link has developed back in the system in St. Clairsville at the Rt. 9 Township Garage. He advised of the following: When their 24 inch line was extended from the water treatment plant outside of Bellaire, (there was a 24 inch line laid from that point into Neffs) they then recently extended that 24 line from Neffs to St. Clairsville in order to balance the system better and get more water to the west end of the county. The pump station is under-designed, so it won't meet the demands that Bethesda needs. Also the water main that leads that pump station to the Country Club located on the intersection of 56 & 40 is a 12 inch, outdated, PVC waterline that won't meet the flow requirements. In other words, if they just upgrade the pump station to deliver the additional flow needed, it would just blow the line up. That line will also have to be replaced. Mr. Esposito is currently working on an estimate with Engineer Jeff Vaughn right now. He wants to be able to come to the board with dollar figures to know what we are looking at, what funding will be available, when it would be available, etc. Mr. Quinlin said they need something signed soon for the EPA that shows the county will come in on this project. Mr. Esposito said he cannot guarantee that he can supply that amount of water in mid 2014. It would require moving the pump station and replacing roughly 13,000 feet of pipe. He noted that when the pipe was laid back in 1977, St. Clairsville had not been hooked into it as they are now. There is not enough time to get ready now to apply for funding for next year. Mr. Probst noted if we apply next year, we wouldn't get funding until the year after in certain instances. Bethesda is asking for an agreement to show those who have the grants so they are informed as to what is being planned and that the county is going to come in. Mr. Esposito noted this requires a lot of work. Mr. Coffland wanted a letter prepared. Mr. Esposito asked what would be put in the letter. Mr. Coffland said that when that system is complete, we will be ready to supply them water. Mr. Esposito said he could not guarantee that we will be able to supply that amount of water in mid 2014. With the present line, when St. Clairsville is taking water from the 12 inch line, he can't keep the tank full now, with Bethesda not connected to it.

Mr. Esposito explained he has 15 projects going on now throughout the county. He is not in a position to sign a commitment letter and he can't supply the water Bethesda needs with the current system until upgrades are done. Mr. Coffland again asked if we couldn't write a commitment letter to keep the process moving. Mr. Probst said he was not sure what we can commit to until funding sources are secured. It takes years and multiple funding sources for projects such as Neffs and Mt Victory. Mr. Esposito said the EPA wants a Yes or No from him that he can supply this, and he can't write that letter and commit to a date. With Mr. Esposito's current workload, he stressed there are only so many hours and so much time. He said he could put in a letter he is in the process of securing engineering to upgrade our systems, but he doesn't think that is what the EPA wants. Mr. Coffland told him to try and if they don't, then let me come back and say this is not what we want and then let the board work with this. Mr. Coffland asked what a ballpark figure would be. Mr. Esposito said pipe is around \$60.00 per foot and the pump station would probably cost \$500,000.00. This is without knowing what size line. That estimates comes to around \$1.5 million. Mr. Coffland suggested writing a letter that did not lock the county into a timeline. Mr. Quinlin will contact the EPA to try and set up a meeting to further discuss issues.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:10 P.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 2:45 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session at 2:45 p.m.

Upon roll call the vote was as follows:

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

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

**NOTE: COMMISSIONER FAVEDE LEFT THE MEETING AT 3:00 P.M.**



**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 3:05 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 3:05 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 3rd day of October, 2012.

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

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

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