

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

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

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

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
B-Columbia Gas of Ohio, Inc.	Service/Dog and Kennel Fund	66.75
C-Pure Water Finance	Water Dispenser/Mediation Fund-Probate Court	79.95
D-Lash Paving, Inc.	Asphalt/Road and Bridges Fund	4,867.20
D-Lash Paving, Inc.	Asphalt/Road and Bridges Fund	4,990.20
D-Mar-Zane, Inc.	Asphalt/Road and Bridges Fund	766.41
G-Belmont Co. Tourism Council, Inc.	August Operating Expenses/Lodging Excise Tax Fund	20,000.00
N-Carr Concrete	Box Beams/Bridge & Retaining Wall Constr. Improv. Fund	3,353.55
N-DDP and Associates	Contract Services/Eastern Div. Ct. New Construction Fund	1,423.41
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Construction Improv. Fund	7,954.00
P-Cintas Corp. #013	Supplies/BCSSD Funds	46.45
P-Columbia Gas of Ohio, Inc.	Service/Oakview Admin. Building Fund	274.92
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	29,441.16
P-Walmart Community/GEMB	Food & Supplies/Oakview Juvenile Residential Center	289.38
P-W.W. System #3	Purchased water/WWS#2 Revenue Fund	39,169.87
S-Cardmember Service	Various expenses/Oakview Juvenile Residential Center	904.73
S-Courtview Justice Solutions	Support/Probate Court Computer Fund	2,250.00
S-TSG	Remote Data Backup/Northern Div. Ct. Computer Fund	71.12
S-TSG	Backup & Vaulting/Eastern Div. Ct. Computer Fund	37.96
T-Chase Bank	CDBG Funds, Draw #413	6,440.00
W-Mary Taylor, CPA	Financial Audit/Law Library Fund	1,135.99
Y-Health Plan PPO	September Premium/Employers Share Holding Account	158,515.29
Y-Health Plan of the Upper Ohio Valley	September Premium/Employers Share Holding Account	158,052.09

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for August 25, 2010 as follow:

FUND	AMOUNT
A-GENERAL	\$12,395.74; \$887.21
A-GENERAL/ATTORNEY FEES	\$10,755.22
A-GENERAL/AUDITOR	\$8,626.61
A-GENERAL/EMA	\$656.98
A-GENERAL/JUVENILE	\$541.65
A-GENERAL/NORTHERN COURT	\$957.98
A-GENERAL/SHERIFF	\$6,756.32
B-Indigent Drivers Alcohol Fund	\$6,090.20
H-Job & Family, CSEA	\$3,293.13
H-Job & Family, Public Assistance	\$224.92; \$37,438.98; \$95.00
H-Job & Family, WIA	\$16,348.71; \$74,578.66
K-Engineer MVGT	\$8,435.40; \$1,186.58
M-Juvenile Ct. – Care and Custody	\$15,823.44
M-Juvenile Ct. – Intake Coordinator	\$482.8
M-Juvenile Ct. – Placement Services	\$240.42
M-Juvenile Ct. – Placement II	\$395.43
M-Juvenile Ct. – Truant Officer Grant	20.58
P-Sanitary Sewer District	\$9,050.33; \$571.94; \$3,646.32; \$899.11
S-Certificate of Title Admn Fund	\$817.21
S-Eastern Ct.. General Special Projects	\$548.77
S-Job & Family, Children Services	\$2,191.85
S-Juvenile Ct. – Computer Fund	\$202.50
S-Juvenile Ct. – Gen. Special Projects	\$183.45
S-Oakview Juvenile Residential Center	\$3,106.25
S-Sheriff Commissary	\$2,021.53
W-Law Library	\$817.59

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
WITHIN GENERAL FUND

Motion made by Ms. Favede, seconded by Mr. Coffland to approve the following transfer within General Fund.

FROM	TO	AMOUNT
E0051-A001-A50.000 Budget Stabilization	E-0051-A001-A27.007 Unemp	\$1,296.45

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER WITHIN
PARK HEALTH FUND H030 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer within Park Health Fund.

FROM	TO	AMOUNT
E-2150-H030-H11.000 Other Exp	E-2150-H030-H10.007 Unemployment	\$2,656.51

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF TRANSFER WITHIN FUND
FOR THE BELMONT HARRISON DISTRICT DETENTION FUND S33**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Belmont Harrison Juvenile District Fund S33.

FROM	TO	AMOUNT
E-0910-S033-S33.002 Salaries	E-0910-S033-S44.03 PERS/STRS	\$ 2,611.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
WWS #3	WWS #3	
E-3702-P005-P34.074 Trans Out	E-3702-P005-P21.000 Materials	\$ 20,000.00
E-3702-P005-P31.000 OE Oper	E-3702-P005-P23.011 Services	<u>\$ 20,000.00</u>
TOTAL		\$ 40,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE OAKVIEW JUVENILE REHABILITATION FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Oakview Juvenile Rehabilitation Fund.

FROM	TO	AMOUNT
E-8010-S030-S69.007 Unemployment	E-8010-S030-S57.000 Travel	\$ 1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE
TREASURER'S OFFICE/DRETAC FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer of funds within the Treasurer's Office/DRETAC Fund.

FROM	TO	AMOUNT
E-1410-W082-T02.010 Supplies	E-1410-W082-T05.003 PERS	\$ 100.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0051-A001-A39.000 Port Auth	R-9799-S012-S04.574 Transfer In	\$18,750.00

(This represents the 4th Quarter Allocation for 2010)

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE PORT AUTHORITY S012 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources under the date of January 4, 2010.

E-9799-S012-S01.002 Salary	\$ 14,961.17
E-9799-S012-S08.003 PERS	\$ 3,590.83
E-9799-S012-S02.006 Hospitalization	<u>\$ 198.00</u>
Total	\$ 18,750.00

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated August 25, 2010, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF 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:

COMMISSIONERS – Mike Kinter, Human Resources Director, to travel to Columbus, OH, on August 27, 2010, to attend CORSA Annual Membership Meeting. There is no fee and a county car will not be used.

ENGINEER – Don Pickenpaugh, GIS Director, to travel to Columbus, OH, on Sept. 15-17, 2010, to attend the 2010 Ohio GIS Conference & Trade Show. Estimated expenses: \$450.00

JUVENILE COURT – T. J. Ney, Probation Officer, to travel to Dublin, OH, on Aug. 30-31 and Sept. 1, 2010, to attend mandatory OYAS assessment training.

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 Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 14, 2010 and July 21, 2010.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING THE BID FOR THE SARGUS JUVENILE SHOWER/ PLUMBING RENOVATION PROJECT TO H.E. NEUMANN COMPANY

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the Sargus Juvenile Shower/Plumbing Renovation project to the low bidder, H.E. Neumann Company, Wheeling, WV, in the amount of \$37,750.00, based upon the recommendation of Marshall Piccin, Project Engineer.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING CONTRACT BETWEEN COMMISSIONERS AND BELMONT SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the contract between the Belmont County Commissioners and Belmont Senior Services effective August 25, 2010 through December 31, 2010; this agreement will allow levy funds to be expended to provide the best services possible to as many Belmont County elderly residents as possible.

CONTRACT

WHEREAS, the Belmont County Commissioners annually receive funds from Belmont County Senior Services levies for the purpose of assisting elderly Belmont County residents sixty (60) years and older who are frail and/or handicapped and cannot remain in their homes without these services provided pursuant to law; and

WHEREAS, services supported by the levies shall include but not be limited to, transportation, nutrition, personal care and homemaking services, and other services intended to benefit seniors, such as senior centers development and support; and

WHEREAS, Belmont Senior Services is in the business of providing such services to seniors; and

WHEREAS, both the Commissioners and Belmont Senior Services wish to enter into an agreement which allows levy funds to be expended so as to provide the best services possible to as many Belmont County, elderly residents as possible.

NOW THEREFORE, the parties agree as follows:

**SECTION 1
PARTIES**

The parties to this Agreement are the *Belmont County Commissioners*, 101 West Main Street, St. Clairsville, Ohio, an Ohio political subdivision (hereinafter referred to as the *Commissioners*) and *Belmont Senior Services*, 45240 National Road West, St. Clairsville, Ohio, an Ohio nonprofit corporation, (hereinafter referred to as *BSS*).

**SECTION 2
SCOPE OF SERVICES TO BE PROVIDED**

Subject to the terms and conditions set forth in this contract, the services to be provided by BSS to elderly Belmont County residents are as follows:

- A. **Transportation** Transportation will be provided for essential services such as, but not limited to, local health care facilities, social service agencies, grocery stores, and pharmacies. Prior notice may be requested, but priority will be given based on circumstances.
- B. **Nutrition** (including in home and congregate meals) Preparation and delivery of meals to provide one-third (1/3) of the individuals Recommended Dietary Allowance (RDA). Typically, recipients should have at least three frozen meals provided by BSS on hand at all times to insure proper nutrition in case deliveries are interrupted for any reason.
- C. **In-Home Care**
 - Personal care**- Provision of services to insure normal standards of health and hygiene-Activities may include, but are not limited to: bathing, grooming, dressing, walking, getting in and out of bed and nutrition. Services are provided by home aides under the supervision of an appropriate health care professional, usually a registered nurse.
 - Homemaker** - Provision of services necessary to maintain an individual's independence in the home. Activities may include, but are not limited to: basic cleaning, shopping, laundry and errands.
- D. **Other Services** In addition to the above services BSS may provide other services for eligible individuals provided such services are within the purposes authorized by any of the levies in force during the term of this Contract.

- E. **Senior Centers Development and Support** Levy funds may be allocated for operating expenses for the area senior centers with the written consent of the Commissioners.

**SECTION 3
ELIGIBILITY PROCESS**

BSS must initiate an assessment and begin the eligibility determination process within five (5) working days of the request. Eligibility intake information will be detailed on a prescribed form that complies with state guideline. Approvals of eligibility must be signed and dated by the eligibility determiner and must indicate the provider of the service, the number and frequency of units authorized, and the eligibility period. There must be a periodic review of the services being provided and a re-determination of eligibility conducted every twelve (12) months. Denials, termination and reduction in services must specify the reason for that action and must advise the applicant/recipient of hearing and appeal rights.

**SECTION 4
HEARINGS AND APPEALS**

Denials, terminations or modification in services must allow fifteen (15) days notice before such action is implemented and may be appealed to a hearing committee within thirty (30) days of the date of notification. The hearing committee shall consist of three (3) persons currently serving as BSS board of trustee members to serve a one-year term. If a hearing is requested prior to implementation of the proposed action, services will continue pending the decision of the committee. The hearing will be scheduled and held within fifteen (15) days of the request.

**SECTION 5
BUDGETS TO BE SUBMITTED**

- A. **Operating Budget** On or before October 1 of each year, BSS shall submit to the Commissioners, its proposed operating budget for the next calendar year for the programs set out in Section 2 (including overhead and administrative expenses). The Commissioners shall review the operating budget and within a reasonable period of time, establish the amount of the budget to be funded for the next calendar year. For calendar year 2010, the Belmont County Commissioners have established the following payments to be made on a quarterly basis:

1 st Quarter	\$470,000.00 payable on or before the _____ day of _____, 2010.
2 nd Quarter	\$516,000.00 payable on or before the _____ day of _____, 2010.
3 rd Quarter	\$460,000.00 payable on or before the _____ day of _____, 2010.
4 th Quarter	\$499,000.00 payable on or before the _____ day of _____, 2010.

Notwithstanding the projected disbursements described above, the Commissioners reserve the right to modify such expenditures to the extent that levy funds are not available to fund all or any portion of these projected quarterly payments. BSS will be notified by the Commissioners as soon as the Commissioners become aware of any such problem with funding.

- B. **Capital Budget** In order to plan for replacement of worn out and obsolete equipment and for expansion of programs, BSS will also submit a capital budget to the Commissioners on or before October 1 of each year. The capital budget will include all capital improvements planned for the following year. BSS will also submit annually, a capital asset acquisition plan outlining plans to acquire capital assets planned for the upcoming year and subsequent two years. Capital improvements are defined as all equipment having a useful life in excess of 2 years or having a cost greater than \$10,000.00. The Commissioners shall review the capital budget and may, or may not, in their sole discretion choose to fund items as proposed in the capital budget.
- C. **Emergency Expenditures** In the event that unanticipated expenditures not included on either the capital budget or the operating budget arise, BSS may submit to the Commissioners a request for additional funds at any time, which requests will be reviewed by the Commissioners in a timely manner. The Commissioners may grant or deny the request in the sole discretion of the Commissioners.

**SECTION 6
PAYMENT**

- A. **Payment** Payments will be issued to BSS quarterly to apply to expenditures for the subsequent quarter (3 months), BSS will submit the following on a monthly basis to the Commissioners within 15 days after months end:
 - (1) Budget vs. actual receipts and expenses for each service line
 - (2) Budget vs. actual units served for each service line
 - (3) Unit actual cost for each service line
- B. **Authorized Expenditures** The following expenditures by program are authorized as the components of the per unit rate and will not be contested by the Commissioners, except for lack of proper documentation:

Nutrition

- Food
- Supplies
- Employee costs
- Overhead (including utilities, rent or occupancy costs)
- Equipment use and repair
- Delivery cost
- Equipment and furniture costs

Transportation

- Equipment and vehicle maintenance and repair
- Employee costs
- Fuel
- Miscellaneous (parking, tolls, licenses, etc.)
- Equipment and furniture costs

Personal Care and Homemaking

- Employee costs
- Supplies
- Mileage reimbursement

Senior Centers Development and Support

- Occupancy costs
- Employee costs
- Maintenance and repair
- Programming and activities
- Furniture and equipment

Special Events

- Senior picnic costs
- Participation in Belmont County Fair
- Other special events (e.g. volunteer recognition)

Administrative

- Occupancy costs
- Employee costs
- Maintenance and repair
- Professional services (including accounting, legal, TPAs)
- Supplies

Utilities (including internet)
Insurance
Travel and lodging (reasonable and necessary for program administration within the Tri-State area)
Legal advertising
Legal fees per prosecutors opinion
Equipment and furniture costs
Education (continuing)
Copying
Postage

In each of the above categories, employee costs shall include wages, benefits, any clothing allowance as required by union contract, and pre-hiring costs such as background checks.

- D. Other Sources of Funding for Services** BSS agrees that if funds are available (from Medicaid, PASSPORT, under the Older American Act or any other source) to provide services also covered by the Levy funds, such funds shall be expended in conjunction with the use of levy funds. All parties agree that levy funds may be used in the ordinary course of operating the program as additional funds in order to maximize the available services. BSS further agrees to inform the commissioners within 30 days of notice if other funding sources are either increased or decreased.
- E. Records of Expenditures** The Commissioners reserve the right to request the BSS to provide the Commissioners with records of all expenditures charged to levy funds within 30 days of request. Any levy funds not properly accounted for by said records will be returned to the Commissioners, after the end of each calendar year.
- F. Documentation** Documentation to support direct and indirect charges to the levy funds must be contained in BSS's fiscal records. In instances where program costs and staff are shared by more than one funding source, BSS records must reflect documentation to support the percentage of costs charged to each.
- G. Levy Administration** Levy funds collected by the Commissioners from senior services levies shall be distributed at the discretion of the Commissioners. It is understood and agreed that the Commissioners may utilize levy funds for the benefit of Seniors through sources other than BSS. As a courtesy, Commissioners will advise BSS when levy money is spent other than pursuant to this Contract.

SECTION 7

AUDITS

- A. Annual Audit** Each year between June 1 and September 1, the preceding year's records shall be audited by a firm of CPAs mutually agreed on by both parties. Said auditors shall have access to all of the books and records of BSS. If said auditors determine that any of the levy funds were not properly spent by BSS or has not been properly documented by BSS, said auditors may issue a finding against BSS, requiring it to pay back any amount not properly spent or documented. BSS shall promptly remit to the Commissioners said amount. If BSS fails to so remit said amount within thirty (30) days, the Commissioners may withhold said amount from the next approved payment due BSS under Section 6 of this Agreement.
- B. Interim Agreed Upon Procedures** Not more frequently than once each quarter of the year, the Commissioners, upon seven (7) days advance notice, may require BSS to submit to interim agreed upon procedures by auditors selected as set out in Section 7 A, to be paid out of levy reserve funds. Said auditors may require BSS to produce records relating to some period of time not to exceed One Hundred Eight (180) days. Said auditors shall report their findings to the Commissioners and the BSS Board of Trustees. If said auditors determine that BSS is not complying with this Agreement, they shall so notify the parties. BSS shall thereafter change its practices so as to comply with this Agreement.

SECTION 8

PROGRAM STANDARDS

BSS will at all times comply with all local, state and federal standards in effect for the programs which it is operating in whole or in part with levy funds.

SECTION 9

AVAILABILITY AND RETENTION OF RECORDS

BSS shall retain and make available such accounting records and documents that will permit expeditious determination at any time of the status of levy funds within this Agreement. All records and documents relating to this Agreement shall be retained by BSS for the minimum period required by any and all State, Federal and County Records Retention Schedules.

Case records containing a service plan, eligibility information, any appeal summaries and all contacts between the recipient and BSS staff must be maintained and retained in accordance with any and all State, Federal and County Records Retention Schedules.

SECTION 10

INDIVIDUALS SERVED

BSS will attempt to provide the services described in Section 2 of this Agreement to eligible individuals (age 60 and older) residing in Belmont County who complete the eligibility determination process, as long as senior levy funds, facilities and equipment are available to provide said services. If funds, facilities or equipment are not available, BSS will place eligible individuals on a waiting list with services to be provided as soon as said funds, facilities or equipment are available.

BSS will conduct a periodic review and re-determination of eligibility every twelve (12) months. For denials, terminations and reductions in services, BSS must advise the applicant/recipient of his or her hearing and appeal rights, and must provide a hearing if requested.

SECTION 11

COMPETITIVE BIDDING, OWNERSHIP

All equipment and vehicles purchased with levy funds will be advertised for bids, if bidding is required by law. If bidding is not required, but the purchase price is expected to exceed \$10,000.00, BSS will solicit cost proposals from at least three (3) responsible suppliers before making the purchase. Any titles or other evidence of ownership will be in the name of the Commissioners and the vehicles will be utilized by BSS pursuant to a separate agreement for the use of said vehicles which agreement is titled "Agreement Regarding Use of Vehicles". Vehicles will be identified by a numbering system. If this Agreement is terminated or not renewed, all vehicles and equipment purchased with levy funds will be returned to the Commissioners for their use. A written inventory of equipment and vehicles purchased with levy funds will be maintained by BSS, updated at least annually, and furnished to the Commissioners on an annual basis. BSS shall provide insurance for all vehicles pursuant to the "Agreement Regarding Use of Vehicles", and shall name Commissioners as an additional insured. At any time upon request by Commissioners, BSS shall provide Commissioners with proof of such insurance.

SECTION 12

REQUIRED REPORTING

On or before the last day of March of each year, BSS shall submit a written report to the Commissioners detailing the levy funds received by BSS for the prior year and showing the quantity of all services delivered with said funds.

At the request of the Commissioners, the Executive Director of BSS shall meet with the Commissioners at any time upon their request to discuss questions and concerns about matters relating to this Agreement.

SECTION 13

BOARD OF DIRECTORS

The Board of Trustees will consist of nine (9) members. All members will serve for four (4) years and may be re-appointed. However, no member may be re-appointed more than two (2) times after the date of the execution of this Contract.

The BSS Board of Trustees shall consist of two groups: Group A and Group B described herein. Group A shall consist of five (5) members recruited and selected for board membership by

pre-existing Group A members. Group B shall consist of four (4) members to be nominated for board membership by the Commissioners. The appointment of a board member to either Group A or Group B shall require a majority vote of all existing board members, including the members in Group A and Group B.

All nine (9) members shall have an equal vote on any issue coming before the Board.

All Trustees, both Group A and Group B, serve on the Board as volunteers with no remuneration. In the event that any board member or members are required to travel outside of Belmont County to fulfill responsibilities on behalf of BSS, such travel expenses shall be reimbursable subject to presentation of appropriate receipts and documentation.

**SECTION 14
NONDISCRIMINATION**

BSS agrees that it will not discriminate against any client or employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, or other state or federal laws which may be applicable to its operations.

**SECTION 15
CONFIDENTIALITY**

Both parties agree that the use or disclosure by any party of any information concerning individuals receiving and/or applying to receive benefits under any of BSS's programs for any purpose not directly related to the administration of this Contract is prohibited except with the written consent of the eligible individual or his/her guardian, and in accordance with applicable law to the extent said information is not a public record as to find under Ohio or Federal Law

**SECTION 16
INDEMNITY AND INSURANCE**

BSS agrees that it will indemnify and save harmless the Commissioners against any and all liability incurred by the Commissioners as a result of the actions or inaction of BSS, its agents or employees in the provision of services under this Agreement.

BSS agrees that it shall maintain insurance in sums acceptable to Commissioners, but in no event less than 1 Million Dollars, which sums shall be reasonably necessary to adequately protect the recipients of services hereunder from loss or injury to person or property as a result of the negligence of BSS, its agents or employees. The Commissioners shall also be named as an additional insured on said policies. BSS shall provide Commissioners with proof of such insurance on an annual basis.

**SECTION 17
PUBLICITY**

BSS agrees that in any program description intended for internal or external use, including media releases, information pamphlets, etc., it will be clearly stated that the project is in part funded by senior services levy through the Belmont County Commissioners.

**SECTION 18
TERM OF CONTRACT**

This Contract shall be effective as of date it is signed by both parties, and shall remain in effect unless terminated earlier pursuant to Section 19 hereof until the 31st day of December, 2010.

**SECTION 19
TERMINATION**

This Agreement may be terminated by either party on One Hundred Twenty (120) days written notice to the other party.

**SECTION 20
ASSIGNMENT AND SUBCONTRACTS**

This Agreement may not be assigned by BSS without the prior written consent of the Commissioners. BSS shall not subcontract any of the services agreed to in this contract without the express written consent of the Commissioners. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. BSS is responsible for making direct payment to all subcontractors for any of the services provided by such a contract.

**SECTION 21
AVAILABILITY OF LEVY FUNDS**

Notwithstanding any other provisions set forth in this Agreement, this Contract shall terminate in the event that any one or more of the Senior Services Levies of Belmont County are defeated. Termination shall occur on the date that the Belmont County Commissioners cease to receive existing levy funds from any of the levy sources. Nothing in this Contract shall be construed to require the Belmont County Commissioners to fund this Contract from the general revenue funds of Belmont County.

**SECTION 22
VEHICLES**

All vehicles currently used by BSS are titled in the name of Commissioners. Commissioners and BSS shall execute an "Agreement Regarding Use of Vehicles" for the use of said vehicles. Notwithstanding the term of the "Agreement Regarding Use of Vehicles", said "Agreement Regarding Use of Vehicles" shall terminate in the event that this Contract is terminated for any reason and upon termination of this Contract, all vehicles shall be returned to Commissioners at a location in Belmont County designated by said Commissioners.

Executed this 25th day of August, 2010.

BELMONT COUNTY COMMISSIONERS

By: Ginny Favede /s/

Ginny Favede, President

By: Matt Coffland /s/

Matt Coffland, Vice-President

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

Charles R. Probst, Jr.

BELMONT SENIOR SERVICES

By: Tim Johnson /s/

Tim Johnson, Executive Director

BELMONT SENIOR SERVICES

BOARD OF TRUSTEES

By: Frank L. Carrothers, Sr. /s/

By: Peggy A. Meola /s/

APPROVED AS TO FORM:

David K. Liberati /s/

Assistant Prosecuting Attorney

AGREEMENT REGARDING USE OF VEHICLES

Belmont Senior Services, Inc. operates vehicles owned by Belmont County in order to provide certain services pursuant to a contract between Belmont Senior Services, Inc. and Belmont County. This Agreement shall apply to the vehicles on the attached Exhibit "A" and all vehicles used by Belmont Senior Services, Inc., which are owned by Belmont County.

This Agreement recognizes that should an incident or accident arise from the possession, maintenance, or operation of County-owned vehicles, there may be liability claims asserted against not only Belmont Senior Services, Inc., but also Belmont County for injury or damages to persons or property or losses resulting from damage to these vehicles.

As a condition for the use of County-owned vehicles by Belmont Senior Services, Inc., Belmont Senior Services, Inc. agrees to the following:

1. Belmont Senior Services, Inc. agrees to provide liability and physical damage insurance "with limits of not less than one million dollars" for bodily injury and property damage arising out of the maintenance and operation and use of the vehicles, and shall cause County to be named as an additional insured with respect to the County's ownership of and the County's potential liability for accidents or incidents involving said vehicles. Belmont Senior Services, Inc. shall furnish County proof satisfactory to County that Belmont Senior Services, Inc. has complied with the requirements of this paragraph.

2. It is the intent of this Agreement and of the parties thereto that in the event any claims for damages for bodily injury or property damage are asserted against either Belmont County or Belmont Senior Services, Inc. arising out of the operation or maintenance or use of said vehicles, any insurance, self-insurance, and/or any benefits or coverage provided under any joint, self-insurance pool purchased or maintained by Belmont Senior Services, Inc. shall be primary and any insurance, self-insurance and/or benefits or coverage provided to County under a joint self-insurance pool purchased or maintained by County, shall be secondary or excess.

3. Belmont Seniors Services, Inc. shall perform all required maintenance to said vehicles according to manufacture's specifications, and perform repairs as needed.

4. Belmont Senior Services, Inc. shall at all times insure that safe practices are used with regard to the maintenance and use of the vehicles and shall at all times comply with all applicable laws.

5. Belmont Senior Services, Inc. hereby agrees to indemnify Belmont County against and save it harmless from any and all damages or liability arising out of or in anyway connected with the maintenance or use of the vehicles, including without limitation, all claims for bodily injury to, or death of, any person and damage to any property, including damage to the vehicles.

6. Belmont Senior Services, Inc. further agrees at its own expense to defend Belmont County in any law suit, arbitration, or other legal proceeding seeking to recover money from Belmont County as a result of any accident or incident arising out of, or in anyway connected with, Belmont Senior Services, Inc.'s maintenance or use of the vehicles.

The terms and conditions of the above are accepted the 19th day of August, 2010.

Belmont Seniors Services, Inc.

By: Peggy A. Meola /s/

Its: Vice Chair Board of Trustees

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: BELMONT SENIOR SERVICES CONTRACT – Mr. Coffland noted the board has been working on the contract for the past 18 months and are glad to have the final version done. Mr. Probst said a lot of time was spent to insure there was proper software utilized to track expenditures and receipts. We will now know exactly how levy monies are spent. Mrs. Favede thanked Auditor Andy Sutak and Accountant Don McIntosh for their expertise in seeing that levy funds are properly handled. Mr. Probst also thanked the Belmont Senior Services Board for their part in finalizing the contract. Commissioner Favede noted that the seniors had requested an auxiliary board made up of seniors be formed to work with the Belmont Senior Services Board. That auxiliary board has been formed and is now in place.

IN THE MATTER OF RESOLUTION DESIGNATING REPRESENTATIVE OF BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE FOR ISSUE II, ROUND 24 PROJECTS/ENGINEER'S

RESOLUTION

Resolution authorizing Commissioner Probst to represent the Belmont County Board of Commissioners on the County Sub-Committee for Issue II, Round 24, Projects.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the foregoing Resolution.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A DRILLING AGREEMENT WITH AMERICAN ENERGY CORPORATION RE: CORE DRILLING AT FORMER CHILDREN'S HOME SITE/TACOMA

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Drilling Agreement with American Energy Corporation for the sole purpose of allowing them to drill one (1) exploratory core hole into the coal seam at the former Belmont County Children's Home property located in Warren Township, Section 4, T8, R6.

DRILLING AGREEMENT

This Drilling Agreement ("Agreement") made and entered into this 25TH day of August 2010 by and between Belmont County Board of Commissioners, of 101 W. Main Street, St. Clairsville, OH 43950 hereinafter collectively called "Owner", and AMERICAN ENERGY CORPORATION, an Ohio corporation, whose address for the purposes of this Agreement is 43521 Mayhugh Hill Road, Beallsville, OH 43716, hereinafter called "Company".

WITNESSETH:

For and in consideration of Two Hundred Dollars (\$200.00) paid by Company to Owner, the receipt of which is acknowledged, and of the mutual covenants herein contained, the parties agree as follows:

1. **Agreement.** Owner hereby permits Company, its employees, agents and contractors, to enter upon the property of Owner located at Sec. 4, Warren Twp., T8, R6, and more particularly described as same situate in Belmont or Monroe County, Ohio (the "Premises") to go upon the Premises, for the sole purpose of drilling One (1) exploratory core hole in the location identified on the attached map, and staked on the Premises.

2. **Term.** This Agreement shall expire 180 days from the date first written above.

3. **Reclamation.** Following completion of the drilling, it is understood and agreed that the drill hole will be cemented closed and the drill site and any surrounding area that are disturbed will be reclaimed, seeded and mulched by Company, as soon as weather permits. The driveway used to access will be reclaimed by Company, if damaged, to its original condition.

4. **Indemnification.** The Company Shall Indemnify and hold harmless the county, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which may incur as a result of bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or in part by the negligent act or omission of the company, any subcontractor, any person directly or indirectly employed by any person for whose acts of them may be liable.

5. **Insurance.** The Company cares commercial liability insurance with limits exceeding \$1 mil. With reference available upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Witness:
Jayne Long /s/
Cindi Henry /s/
Kathy Marino /s/

Company: American Energy Corporation
By: David Lee /s/
Its: land agent
Owner: Belmont County Board of Commissioners
Ginny Favede /s/
Ginny Favede, President
Matt Coffland /s/
Matt Coffland, Vice-President
Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.

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

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: PORT AUTHORITY AND CIC –

Present were Larry Merry, Port Authority Director, Marty Gould, Port Authority Board member and Mayor Tom Michelli of Barnesville. Commissioner Coffland announced that a decision has been made to support Larry Merry and the Port Authority and to work with him to see that he makes it through the end of the year. He also stated “We will work with the Port Authority Board and the CIC Board to see that communication is together and will see that those two agencies work together for the betterment of Belmont County.” Mr. Coffland then stated, “Let’s create some jobs.”

Mrs. Favede added that she will completely and totally support the economic developments of both the Port Authority and the Community Improvement Corporation as one unified voice on behalf of all of Belmont County.

Mr. Probst thanked Larry Merry, Marty Gould and the Port Authority Board. He said they are doing a very good job. He noted no one was present from the CIC Board, but they are also doing a very good job. He stated from this point forward “we are going to show a unified front to move Belmont County forward.” He advised the board just signed a letter of support on the endeavor that Bellaire and the Port Authority are going to be undertaking to try to acquire the Armory Building in Bellaire from the United States Government for a transloading facility. He said momentum has picked up in Belmont County regarding jobs due to Mr. Merry’s efforts, Sue Douglass, the CIC Board and the Board of Commissioners working together.

Auditor Andy Sutak said it was great that we have two development departments in a county our size. It allows our county to attack the unemployment and job creation from two different sides.

Mr. Merry said he just heard unemployment figures on the radio today. Belmont County was the lowest of all the counties in our area, but it is still too high. He thanked the board for their support and said he hoped to make them proud.

OPEN PUBLIC FORUM – Mrs. Favede suggested having a written report for the Neffs residents regarding the Neffs Sanitary Sewer Project by September 8.

Debbie Street of Otto Road, Jacobsburg, was present to voice her concerns about lack of water in her area for fire protection. She reported that last week a tree had fallen on a power line causing it to hit another and sparks ignited a wooded area. She called 911 at 3:10 p.m. and Smith Twp. Fire Dept. did not arrive until 3:50 p.m. In the meantime a neighbor had put out the fire with a shovel. None of the neighbors have enough water to use a garden hose or sprinkler to protect their home. She said they desperately need a waterline. She also brought a jar sample of the water that comes out of her well. The cloudy, yellow sample she brought came from her bathtub faucet. She said they have to haul water. In the winter time the haul water will freeze up in the tanks and they have to rely on the mucky well water.

Mr. Coffland advised that Mead Township Trustees Palmer and Lewis are meeting with Mark Esposito of the Sanitary Sewer District today. They are supposed to be working on a cost estimate for a waterline. Ms. Street’s house is 1.2 miles from Mt. Victory Road and she is the last house on the road. Mr. Probst advised it would just be the labor costs involved. The Sanitary Sewer District has a program wherein if the proposed waterline is on a county road, the county supplies the pipes, appurtenances and fire hydrants. Mr. Probst also asked Ms. Street if her well water had ever been tested. She said yes, and it tested positive for coliform.

BREAK

IN THE MATTER OF THE VACATION OF A PORTION OF A PRIVATE ROAD (ABSALOM DRIVE), PEASE TOWNSHIP SEC. 29, T-3 R-2/RD IMP 1109

“Hearing Had – 11:00 A.M.”

Present for the hearing was Ruth Graham, Engineer’s Drafting Technician, who stated this was a private road owned by the Absalom family. She presented plat maps and advised there were no issues.

REPORT OF COUNTY ENGINEER OHIO REV. CODE, SEC. 5553.06

Date: 8/25/10

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

The undersigned, in obedience to your order, dated August 11, 2010, proceeded on August 25, 2010 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should _____ be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner, accompany this report and are made apart hereof.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:
“see attached plat”

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted.

Fred F. Bennett/s/
County Engineer of Belmont County, Ohio

**IN THE MATTER OF THE VACATION OF A
PORTION OF A PRIVATE ROAD
(ABSALOM DRIVE) PEASE TOWNSHIP
SEC. 29, T-3, R-2/RD IMP 1109**

Office of County Commissioners
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.
Rd. Imp. #1109**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 25th day of August, 2010 in the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Probst
- Mr. Coffland

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

- | | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Probst | Yes |
| Mr. Coffland | Yes |

Adopted the 25th day of August, 2010

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

BREAK

**IN THE MATTER OF BID OPENING FOR THE
ENGINEER'S PROJECT 10-7 PIPE CREEK ROAD
EMERGENCY REPAIR PROJECT (BEL-54-4.75)**

This being the day and 11:15 a.m. being the hour that bids were to be on file in the Commissioners' Office for the **Belmont County Engineer's Project 10-7 Pipe Creek Road Emergency Repair Project (BEL-54-4.75)**, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Ohio-West Virginia Excavating Co. P.O. Box 128 Powhatan Point, OH 43942	X	\$ 164,164.00
Alan Stone Co., Inc. 1324 Ellis Run Road Cutler, OH 45724	X	\$ 252,252.00
BBR Drilling Company, Inc. 41462 Palmer Road Belmont, OH 43718	X	\$ 161,445.00
(Engineer's Estimate: \$ 243,225.00)		

Present for the bid opening were John Parkinson of the Engineer's Office, Eric Ayres of The Times Leader and Al Molnar of The Intelligencer.

Motion made by Mr. Probst, seconded by Mrs. Favede to turn over all bids received for the Belmont County Engineer's Project 10-7 Pipe Creek Road Emergency Repair Project (BEL-54-4.75) to John Parkinson on behalf of Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

- | | |
|--------------|-----|
| Mr. Probst | Yes |
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |

BREAK

**IN THE MATTER OF RE-BID OPENING FOR THE
FOX SHANNON ROOF REPLACEMENT PROJECT**

This being the day and 11:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the **Fox Shannon Roof Replacement Project**, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
GPC Contracting Company PO Box 4372 Steubenville, OH 43952	X	\$ 102,950.00
Kalkreuth Roofing & Sheet Metal PO Drawer 6399 Wheeling, WV 26003	X	\$ 74,350.00 Base (not including gutters, down spouts & metal fascia) add \$17,150 – deduct \$800 if tax exempt
NF Mansuetto & Sons, Inc. Second & Wood Street Martins Ferry, OH 43935	X	\$ 90,480.00

Present for the bid opening was Jack Regis, Facilities Manager, and Eric Ayres of The Times Leader.

Motion made by Mr. Probst, seconded by Mrs. Favede to turn over all bids received for the Belmont County Department of Job & Family Services Fox Shannon Roof Replacement Project to Jack Regis, Belmont County Facilities Manager, for review and recommendation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:45 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn the meeting at 11:45 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of September, 2010.

 _____ COUNTY COMMISSIONERS

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

_____ PRESIDENT
 _____ CLERK