

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, 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 APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$521,666.88

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0054-A006-F10.000 DOJ Sustainment Costs	E-0054-A006-F07.000 Other Expenses	\$400.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$80,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S58.000 Communications	\$747.73

S70 BELMONT COUNTY SENIOR PROGRAMS

FROM	TO	AMOUNT
E-5005-S070-S05.011 Contract Services	E-5005-S070-S14.074 Transfers Out	\$35,000.00

S77 COMM. BASED CORRECTIONS ACT GRANT/ADULT PROBATION

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$645.15

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0300-A008-B01.002 Salaries	E-0300-A008-B02.010 Supplies	\$10,000.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers between funds as follows:

P05 WWS #3 REVENUE FUND AND OTHER VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$19,000.00
E-3702-P005-P34.074 Transfers Out	R-9251-O051-O10.574 Transfers In	\$32,500.00
E-3702-P005-P34.074 Transfers Out	R-9252-O052-O10.574 Transfers In	\$12,000.00

S70 BELMONT COUNTY SENIOR PROGRAMS AND O40 NOTE RET-SENIOR SERVICES/SSOBC

FROM	TO	AMOUNT
E-5005-S070-S14.074 Transfers Out	R-9240-O040-O10.574 Transfers In	\$1,154,781.26

N59 CAPITAL PROJECTS-SENIOR CENTERS AND O40 NOTE RET-SENIOR SERVICES/SSOBC

FROM	TO	AMOUNT
E-9059-N059-N10.074 Transfers Out	R-9240-O040-O10.574 Transfers In	\$83,000.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/ HOLDING ACCOUNT CHARGEBACK FOR FEBRUARY, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/ Holding Account for the month of February 2019.

Gross Wages P/E 2/02/19 THRU 2/16/19

General Fund	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,117.26
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	470.40
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	670.04
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,062.86
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	5,069.12

March 6, 2019

CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	219.30
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,113.85
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,544.84
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,377.16
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,920.68
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8,865.24
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	577.09
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,386.52
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,171.24
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,787.91
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,829.96
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,650.51
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,224.48
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,672.45
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	18,751.36
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,651.68
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	930.90
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,376.13
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,650.22
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,532.04
POLL WORKERS	E-0181-A003-A02.000	R-9895-Y095-Y01.500	
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	389.27
			<hr/>
			102,044.51
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,734.51
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,342.52
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	674.47
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	467.32
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	510.09
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	507.57
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	392.14
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	385.15
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Get Vaccinated Program	E-2236-F088-F01.001	R-9895-Y095-Y01.500	112.56
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	25.52
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,512.73
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	50,598.61
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	1,862.00
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,251.95
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,761.33
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,067.72
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	16,239.86
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,228.25
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,142.40

March 6, 2019

Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	0.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,313.77
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	411.58
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	1,031.84
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	2,072.01
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	18,319.01
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,905.91
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,400.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,314.57
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,160.87
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,024.70
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.38
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	31,055.19
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	17,353.15
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	589.62
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.78
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,913.90
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	651.82
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	556.18
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	92.10
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,214.80
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	128.80
			303,802.75

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE INSURANCE

CHARGEBACKS FOR THE FIRST QUARTER PERIOD: JAN., FEB. AND MAR., 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Mutual of Omaha Life Insurance Chargebacks for the First Quarter (January, February & March, 2019)

Transfer From	Transfer To	Amount
E-0256-A014-A09.006 TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,611.00
E-1551-S088-S03.006 CTY CT PROBATION	R-9891-Y091-Y05.500	0.00
E-0170-A006-G10.000 PUBLIC DEFENDER	R-9891-Y091-Y05.500	37.11
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y05.500	29.28
E-1410-W082-T097.006 TREASURER DRETAC	R-9891-Y091-Y05.500	
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y05.500	33.15
E-0910-S033-S47.006 D.D.HOME	R-9891-Y091-Y05.500	148.20
E-5005-S070-S22.006 SENIOR PROGRAM	R-9891-Y091-Y05.500	257.26

E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	5.85
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	5.85
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	5.85
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	39.03
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	21.45
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	138.48
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	35.10
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	168.87
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	45.63
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	17.55
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	1.95
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	40.95
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	102.39
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	505.14
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	64.38
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	29.85
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	10.53
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	.60
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	11.10
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	21.45
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	5.85
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	1.95
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	23.40
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	23.40
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	5.85
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	5.85
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	11.70
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	5.85
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	19.50
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	11.70
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	3.90
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	3.90
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	
Total amount this transfer			3,516.31

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF FEBRUARY & MARCH 2019**

March 6, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Delta Dental Chargebacks for the months of February &

March 2019

FROM	TO	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	19,819.96
E-0170-A006-G10.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	459.44
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	318.86
E-0400-M060-M64.008 CARE & CUSTODY	R-9891-Y091-Y07.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	205.76
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	308.64
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	72.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	25.70
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	97.40
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	154.32
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	125.50
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	190.34
E-2233-F085-F01.002 Child & Family Health Services	R-9891-Y091-Y07.500	51.44
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	401.24
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	294.90
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	37.70
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,901.35
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	524.62
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	102.88
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y07.500	421.74
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	205.76
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	0.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	308.64
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,646.08
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	0.00
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	140.58
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	0.00

E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	2,430.19
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	705.72
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	514.40
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	3,662.12
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	505.77
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,525.94
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	37.70
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	<u>102.88</u>
TOTAL		38,160.31

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF FEBRUARY & MARCH 2019**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Vision Insurance Chargebacks for the months of February & March 2019.

FROM	TO	AMOUNT
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	5,497.56
E-0170-A006-G10.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	131.40
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	91.62
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	12.06
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	0.00
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M64.008 CARE & CUSTODY	R-9891-Y091-Y06.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	55.44
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	83.16
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	530.37
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	147.06
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	1,020.96
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	27.72
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	119.34
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	55.44

March 6, 2019

E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	24.94
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	19.42
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	5.56
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	52.66
E-2233-F085-F01.002 CHILD & FAMILY HEALTH SERV.	R-9891-Y091-Y06.500	13.86
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	41.58
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	52.66
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	81.36
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	108.10
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	83.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	443.52
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	0.00
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	39.78
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	555.66
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	166.32
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	660.75
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	202.26
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	138.60
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	141.03
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	420.66
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	27.72
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>12.06</u>
TOTAL		11,230.11

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated March 6, 2019, 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 to order.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Echemann granting permission for county employees to travel as follows:
COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Judy Winland and Debbie Reed to Columbus, OH, on April 2, 2019, to attend a Probate Clerks Roundtable at the Ohio Supreme Court.
DJFS-Christine Parker to Columbus, OH, on April 15-16, 2019, to attend Team Training with Juvenile Court. A county vehicle will be used for travel. Estimated expenses: \$169.90. Sarah Smith, Stephanie Frey and Lisa Davis to Columbus, OH, on April 8-9, 2019, to attend CCMEP training. A county vehicle will be used for travel. Estimated expenses: \$477.60.

March 6, 2019

HUMAN RESOURCES-Katie Bayness to Columbus, OH, on March 5, 2019, to attend the BWC Safety Congress & Expo. A county vehicle will be used for travel. Estimated expenses: \$144.00. Katie Bayness to Perrysville, OH, on March 7-8, 2019, to attend the OHPELRA's Spring Board Retreat. A county vehicle will be used for travel. Katie Bayness to Columbus, OH, on March 22, 2019, to attend the CORSA Renewal meeting. A county vehicle will be used for travel.

SENIORS-Donna Steadman to Moundsville, WV, on March 5, 12, 19 & 26, 2019, for a senior outing to Four Seasons Pool. Donna Steadman to Wheeling, WV, on March 15, 2019, for a senior outing to TJ's Sports Restaurant. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 27, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Ascent Resources-Utica, LLC, effective March 6, 2019, in the amount of \$5,750 per net leasehold acre for 0.964337 acres located in Warren Township, for a five-year term, 20% royalty. Total Payment Amount: \$5,544.94.

**PAID-UP
OIL & GAS LEASE** Lease No. _____

This Lease made this 6th day of March, 2019, by and between: **The Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the Township of **Warren**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 8; Range: 6; Sections: 23 (SE ¼) & 17 (SW ¼); Tax Parcel No.: Unknown (Bahmer Road and Hennebert Road, Cabinet F, Slide 94), Containing 6.475 acres

and is bounded formerly or currently as follows:

On the North by lands of: **Jefferis Real Estate LLC**

On the East by lands of: **Belmont County Port Authority**

On the South by lands of: **Belmont County Port Authority**

On the West by lands of: **Jefferis Real Estate LLC**

and described for the purposes of this agreement as containing a total of 6.475 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from Larry E. Merry, authorized representative of The Belmont County Port Authority, by virtue of deed dated February 10, 2015, and recorded in said County and State in Cabinet F, Slide 94. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. **March 6, 2019** (effective date) to 11:59 P.M. **March 5, 2024** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of **Five (5) years** from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) **CONSTRUCTION OF LEASE:** The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or

expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.

(B) **ROYALTY:** For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty twenty (20%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) **PAYMENT REDUCTIONS:** If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or lands pooled or unitized therewith, but Lessee has commenced operations on the leased premises or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the leased premises or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

The Belmont County Board of Commissioners

Josh Meyer /s/

By: Josh Meyer, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

J. P. Dutton /s/

By: J.P. Dutton, Commissioner

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated March 6, 2019, by and between **The Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner**, as Lessor(s), and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, as Lessee ("Lease"), to wit:

In the event of a conflict between the terms of this Exhibit "A" and the terms of the printed form to which it is attached, the terms of this Exhibit "A" shall control.

1. **Leasehold Identification** This Lease only covers the specific parcels described and identified in the Lease and does not include any adjacent or contiguous parcels, in which Lessor has or may claim an ownership interest. Any acreage discrepancies may be resolved by survey. If a survey or an examination of real property records should reveal the existence of additional acreage within the parcels identified in the Lease, the Lease will include such acreage and Lessee shall pay Lessor a bonus payment thereon.
2. **Title Curative** Lessor agrees, at no cost to Lessor, to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.
3. **Hazardous Materials** Lessee shall not use, dispose of or release on the Leasehold or permit to exist or to be used, disposed of or released on the Leasehold as a result of its operations any substances (other than those Lessee has been licensed or permitted by applicable public authorities to use on the Leasehold) which are defined as "hazardous materials," "toxic substances" or "solid wastes" in federal, state or local laws, statutes or ordinances. Should any pollutant, hazardous material, toxic substances, contaminated waste or solid waste be accidentally released on the Leasehold, Lessee shall notify Lessor immediately after notifying the applicable governmental body of such event. Lessee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including but not limited to penalties.
4. **Water & Waste** Lessee shall not use surface or subsurface water from the Leased Premises. Lessee shall not dispose of any waste materials or waste water on or below the surface of the Leased Premises or any lands unitized therewith. Lessee shall take prompt action as may be reasonably required to remedy any contamination, pollution, or loss of water arising out of Lessee's operations, including any contamination of Lessor's spring and/or well water. In addition to any other remedies or damages, to which it may be entitled, Lessor may recover the cost of extending a water service line, including any tap or connection fee, from Lessor's residence to the public utility water main presently serving or later extended to serve the area where the Leased Premises is located.
5. **No Surface Rights** Lessor does not grant and Lessee does not acquire any surface rights. Lessee shall not conduct any Surface Operations on, or use the surface of, the Leased Premises except where and as agreed to in a separate, written agreement signed by the parties. Surface Operations shall include by way of example and not of limitation any use of the Leased Premises for a well site, staging area, surface or subsurface waterlines, surface or subsurface pipelines, roads, water impoundments, telephone, electric power lines, structures, machinery, gates, meters, regulators, tools, appliances, materials and other equipment, or as a site for equipment, tanks, tank batteries, separators, compressors, dehydrators, gas treatment facilities, processing facilities, or other facilities.
6. **No Warranty** This Lease is made without covenant or warranty of title of any kind whatsoever, express or implied. Lessee accepts all rights and interests granted herein "AS IS" without warranty of any kind, subject to all title exceptions and any third-party rights, interests, and claims, of which the Lessee has actual or record notice. All warranties, express and implied, including all warranties of title and quiet enjoyment, are disclaimed. With respect to payments made, Lessee shall have no recourse against the Lessor in the event of any failure of, or defect in, title, nor shall any of the upfront, bonus consideration or any paid royalties be refunded to Lessee. All payments are made at Lessee's risk. Lessee shall have no right to recoup overpayments or offset overpayments against future payments. Lessee shall have no right to reduce payments to Lessor due to a claim or cloud on title unless and until the claim has been determined by final decree of a court of competent jurisdiction or final settlement.
7. **No Storage Rights or Disposal Wells** Lessee and Lessor covenant and agree as follows: Lessee shall not use the leased premises (i) for the storage of natural gas, (ii) for carbon sequestration purposes, or (iii) for the disposal of waste material. The Lessor does not grant and Lessee does not acquire any rights to include any part of the leased premises in any underground gas storage reservoirs, and Lessee shall have no rights to intentionally inject gas, whether the source is from the leased premises or other lands, into any strata or formation underlying the leased premises as storage for future extraction, use, or sale. Lessor does not grant and Lessee does not acquire any right to (i) drill a disposal well of any kind or (ii) use any portion Leased Premises for the disposal of any type of foreign matter or material or any drainage, saltwater, brine, or waste, including without limitation any industrial, municipal, hazardous, or radioactive waste.
8. **Compliance** Lessee's operations on said land shall comply with all applicable federal and state regulations.
9. **Insurance** Lessee shall take out and maintain throughout the term of this Lease insurance of the following type and amounts:
 - (A) Workers Compensations Insurance in the form prescribed by laws of the state of Ohio for all Lessees' employees, or other labor employed by the Lessee.
 - (B) General Liability Insurance (Bodily Injury and Property Damage) having minimum limits of \$1,000,000 per occurrence/\$10,000 annual aggregate for bodily injury and property damage. Such insurance shall include products/completed operations and personal injury for all work performed on the Leased Premises. An additional liability umbrella policy shall be required for additional \$5,000,000 in coverage.
 - (C) Automobile Vehicle Liability Coverage covering all owned, non-owned, hired and rented automotive equipment used in the performance of work on Leasehold. It shall be an amount not less than \$1,000,000 on a combined single limit basis for bodily injury and property damage liability.Upon written request by Lessor, Lessee shall provide Lessor with a certificate of insurance evidencing the insurance described above.
10. **Indemnity** Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by any negligence of the Lessee or those holding under Lessee. Furthermore, notwithstanding anything to the contrary, Lessee shall not be obligated to indemnify Lessor to the extent any claims are the result of Lessor's negligence or intentional misconduct.
11. **Shut-In Clause** If after expiration of the Primary Term, production of oil, gas, or their constituents is interrupted and not marketed

for a period of twelve (12) months, and there is no producing well on the leased premises or lands pooled/unitized therewith, Lessee shall thereafter, as royalty for constructive production, pay an annual Shut-In Royalty in the amount of Twenty-Five Dollars (\$25) per net mineral acre until such time as production is reestablished (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During any shut-in period, Lessee shall have the right to rework, stimulate, or deepen a well on leased premises or to drill a new well on the leased premises in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the leased premises is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of royalty or Shut-in Royalty; however this lease may be released if such well remains Shut-In for a period of more than thirty-six (36) consecutive months or a cumulative total of sixty (60) months. If said Shut-In limitations are not reached within ten (10) years from the expiration of the primary term, then said limitations are to reset, in which another ten (10) year period would begin, in which said limitations would apply for that period.

12. **Prudent Operator** Lessee will conduct all operations as a prudent operator; and will attempt to secure a market for production from a well.
13. **Horizontal Pugh Clause** In the event any pool of leases or unit is created by the Lessee, or its successors or assigns, which includes all or a part of the Leasehold, this Lease shall expire upon the expiration of the primary term of this Lease or any extension thereof, insofar, but only insofar, as to any lands comprising the Leasehold that are not included in one or more of such pools or units. Specifically, this Lease shall automatically terminate after the expiration of the primary term or extension thereof insofar as to all acres in the Leasehold not then contained within a pooled unit unless otherwise maintained by the provisions of this Lease. Upon request be Lessor, Lessee shall execute a release of this Lease as to such acreage released under this horizontal Pugh clause.
14. **Vertical Pugh Clause** Despite anything to the contrary set forth in this Lease, at the end of the primary term of this Lease, or any extension or continuation thereof, this Lease shall terminate as to the lands covered by this Lease, insofar, but only insofar, as to all strata, depths, and horizons which are below 200 feet below the stratigraphic equivalent of the base of the deepest formation from which production of oil or gas (including other hydrocarbon substances and related gases) in paying quantities is then being maintained (or in the case of a shut-in well, can be maintained pursuant to the terms and provisions of this Lease) from a well drilled on, under or through the lands covered by this Lease or any lands pooled or unitized therewith.
15. The Lease term shall be subject to Ohio Revised Code 307.11 as may be modified or amended.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH BLUE RACER MIDSTREAM, LLC/ENGINEERS

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Blue Racer Midstream, LLC, effective March 6, 2019, for pipeline activity at 5.5 miles of CR 114 (Fairview Road) at the Albert Pipeline Project.

Note: Bond No. 238281 for \$1,500,000 on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority") and Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain right of way and field agreements, and intends to construct, operate, and maintain certain pipelines and facilities named the Albert Pipeline Project, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the Albert Pipeline Project located in Warren and Kirkwood Townships, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 5.5 miles of CR-114 (Fairview Road) for the purpose of ingress to and egress from the pipeline facilities named the Albert Pipeline Project, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

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

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

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

1. The portion of CR-114 (Fairview Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of the said CR-114 (Fairview Road) and the end of "Exit 98" off of I-70 West, being that certain point in which Fairview Road to I-70W meets the said "Exit 98" extending south and ending at the intersection of the said CR-114 (Fairview Road) and Birch Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-114 (Fairview Road) for any of its Pipeline Activities hereunder.

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

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

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

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

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

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

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

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

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

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

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

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

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

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

15. This Agreement shall be in effect on March 6, 2019.

Authority

By: Josh Meyer /s/
Belmont County Commissioner

By: Jerry Echemann /s/
Belmont County Commissioner

By: J. P. Dutton /s/
Belmont County Commissioner

By: Terry Lively /s/
Belmont County Engineer

Dated: 3-6-19

Approved as to Form:
David K. Liberati /s/ Assist. PA

Belmont County Prosecutor

Dated: 3-5-19

Operator

By: Windale McCrary /s/

Printed Name: Windale McCrary

Title: Manager-Right of Way

Company: Blue Racer Midstream, LLC

Dated: _____

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO A RENEWAL OF THE VEHICLE MAINTENANCE AGREEMENT BETWEEN THE BOARD OF DEVELOPMENTAL DISABILITIES AND BOARD OF COMMISSIONERS DBA SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a renewal of the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Senior Services of Belmont County, effective March 1, 2019 through February 28, 2020.

VEHICLE MAINTENANCE AGREEMENT
Between the
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
and the
BELMONT COUNTY COMMISSIONERS dba
SENIOR SERVICES OF BELMONT COUNTY

I. PURPOSE

This Agreement is made this 1st day of March, 2019 by and between the Belmont County Board of Developmental Disabilities (*hereinafter County Board*) and the Belmont County Commissioners doing business as Senior Services of Belmont County (*hereinafter Senior Services*) for the purpose of the County Board providing vehicle maintenance for vehicles owned by the Belmont County Commissioners and used by Senior Services of Belmont County.

II. TERM

This Agreement shall be in effect from March 1, 2019 through February 28, 2020.

III. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

- A. The County Board shall provide routine maintenance on Senior Services' vehicles (based on a schedule developed by Senior Services and the County Board Mechanic Supervisor) at the rate of \$35.00 per hour plus cost of any necessary parts.
- B. The County Board shall provide other than routine maintenance on Senior Services' vehicles (based on Senior Services' need) at the rate of \$50.00 per hour plus cost of any necessary parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

V. SENIOR SERVICES' RESPONSIBILITIES

- A. Senior Services shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. Senior Services shall schedule other than routine maintenance with the County Board Mechanic Supervisor.

VI. BILLING AND PAYMENT

- A. The County Board shall bill Senior Services for vehicle maintenance services at the end of the month, if services have been provided during that month.
- B. Senior Services shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

VII. ROUTINE MAINTENANCE SCHEDULE

- A. The County Board Mechanic and Senior Services Executive Director or designee shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered "routine maintenance" for the purpose of this Agreement.
- B. A copy of the routine maintenance schedule shall be attached and become part of this Agreement.
- C. Any maintenance procedures not included on the routine maintenance schedule shall be considered "other than routine maintenance" and shall be billed at the higher rate.
- D. Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the Senior Services' Executive Director.

VIII. NON-DISCRIMINATION POLICY

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, sex, creed, disability, or national origin.

IX. SIGNATURES

Belmont County Board of Developmental Disabilities	
<i>Stephen L. Williams /s/</i>	2-27-19
Stephen L. Williams, Superintendent	Date
Belmont County Board of Commissioners	
<i>J. P. Dutton /s/</i>	3/6/19
J.P. Dutton	Date
<i>Jerry Echemann /s/</i>	3-6-19
Jerry Echemann	Date
<i>Josh Meyer /s/</i>	3/6/19
Josh Meyer	Date
Approved as to form:	
<i>David K. Liberati /s/ Assist P.A.</i>	2-15-19
Daniel P. Fry, Prosecuting Attorney	Date

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING A SUBORDINATION AGREEMENT FOR PROPERTY OWNED BY DEBORAH A. CALTRIDER/BELOMAR

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign a Subordination Agreement in the amount of \$15,000.00 in regard to property owned by Deborah A. Caltrider, based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that Belmont Savings Bank, 3301 Guernsey Street, Bellaire, OH 43906 shall loan the sum of **\$15,000.00** to **Deborah A. Caltrider**, un-married, of 67521 Broadway Avenue, Bridgeport, OH, upon the security of a mortgage recorded in Official Record Volume _____, Pages _____, upon the following real property:

Situated in the State of Ohio, County of Belmont, and the Village of Bridgeport. Being part of Section 27, Township 3, Range 2, and the unrecorded plat of the W.W. Scott Farm in Kirkwood Heights, more particularly described as follows:

Beginning at a rebar set at the intersection of the northerly line of Adams Street and the easterly line of Broadway Avenue, where the northeasterly corner of Lot 1 of Porterosa Addition to Kirkwood Heights, recorded in Cabinet D, Slide 282 of the Belmont County Plat Records, bears South 59°43'51" West 91.63 feet. The bearing of the easterly line of said Lot 1, which is also the westerly line of Charles Street, being South 00°04'15" East.

Thence, from the said point of beginning, North 21°31'05" East 69.70 feet, with the easterly line of Broadway Avenue, to a rebar set; thence, South 68°42'22" East 127.30 feet, with the southerly line of Connor's tract, recorded in Volume 770, Page 862 of the Belmont County Deed Records, to a rebar set;

thence, South 82°38'40" West 145.37 feet, with the northerly line of Adams Street, to the point of beginning.

The above described tract contains 4436.50 square feet (0.1018 acre).

Being the same premises described in the conveyance to Beverly J. Bowman by the affidavit recorded in Volume 695, Page 116 of the Belmont County Deed Records.

Subject to any pertinent rights, privileges, easement or restrictions of record.

The rebars are set ½ inch in diameter and 30 inches in length, set flush to the ground and with a plastic cap labeled "AJ SMITH S6960". The bearings used herein are based on the said plat of Porterosa Addition.

This description was prepared from an actual field survey of the premises completed on January 02, 2003 by Allen J. Smith, Ohio Professional Surveyor No. 6060.

The undersigned, J.P. Dutton, Josh Meyer, and Jerry Echemann, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said Belmont Savings Bank, 3301 Guernsey Street, Bellaire, OH 43906, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of mortgages thereon, dated April 16, 2003, executed and delivered to the Belmont County Recorder, by said **Deborah A. Caltrider**, and recorded in Volume 0894, at Pages 629-631 of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages Belmont Savings Bank, is now the owner and holder.

J.P. Dutton, Josh Meyer, and Jerry Echemann, Belmont County Commissioners, have caused their names to be subscribed hereto this 6th day of March 2019.

	Belmont County Commissioners:
By:	<i>J. P. Dutton /s/</i>
	J. P. Dutton
	<i>Josh Meyer /s/</i>
	Josh Meyer
	<i>Jerry Echemann /s/</i>
	Jerry Echemann

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes

March 6, 2019

Mr. Dutton Yes

**IN THE MATTER OF REAPPOINTING ATTORNEY
MICHAEL J. SHAHEEN TO THE BELMONT-HARRISON JUVENILE
DISTRICT BOARD OF TRUSTEES**

Motion made by Mr. Meyer, seconded by Mr. Echemann to reappoint Attorney Michael J. Shaheen to the Belmont-Harrison Juvenile District Board of Trustees for a five-year term effective March 31, 2019 through March 30, 2024, based upon the approval and recommendation of Judge Albert Davies, Belmont County Juvenile Court pursuant to O.R.C. 2152.44.

Upon roll call the vote was as follows:

Mr. Meyer Yes
Mr. Echemann Yes
Mr. Dutton Yes

**IN THE MATTER OF EXECUTING THE MASTER
GROUP POLICY WITH THP INSURANCE COMPANY, INC.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to execute the Master Group Policy with THP Insurance Company, Inc., Group Policy #0127254201 & #0127254301 for health insurance coverage for eligible Belmont County employees for a period of one year commencing January 1, 2019.

**THP INSURANCE COMPANY, INC.
MASTER GROUP POLICY
Large Group**

Employer/Group Policy Holder: Belmont County Commission "Group Policy Holder")

Group Policy Number(s): 0127254201, 0127254301

Group Policy Effective Date: January 1, 2019 ("Effective Date")

This Master Group Policy is made between THP Insurance Company, Inc." ("The Health Plan or Plan"), a West Virginia domestic stock insurance company (domiciled in West Virginia, licensed in Ohio and West Virginia), and Group Policy Holder. In consideration of payment by Group Policy Holder of the Premiums due hereunder, The Health Plan accepts the Employer Master Application submitted by Group Policy Holder and agrees to provide group health insurance coverage to eligible insureds, subject to all of the terms, conditions and exclusions described in the Master Group Policy and the Patient Protection and Affordable Care Act (PPACA).

The Master Group Policy is comprised of the following documents: (i) the Group Contract (Attachment 1); (ii) the Employer Master Application completed and signed by Group Policy Holder (Attachment 2); (iii) the Certificate of Insurance and the Schedule of Benefits (Attachment 3), members applications and any amendments to any of these documents. These documents are referred to collectively as the Master Group Policy.

If the Health Plan is not in receipt of the signed Master Group Policy by the effective date of the contract, The Health Plan will consider remittance of payment as acceptance of the contract and will continue to administer the Group Policy Holder's health benefit plan accordingly. By permitting The Health Plan to do so, the Group Policy Holder accepts the terms of the contract in full and agrees that this contract is binding, even if the Group Policy Holder does not return a signed copy of the Group Master Policy to The Health Plan.

In consideration of the mutual covenants and promises stated herein, the undersigned have agreed to be bound by this Master Group Policy as of the Effective Date.

THE HEALTH PLAN

By: Dave Mathieu /s/
(Officer)

GROUP POLICY HOLDER

By: Josh Meyer /s/
Print Name: Josh Meyer
Title: President
Date: 3/6/19

Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Dutton Yes
Mr. Meyer Yes

OPEN PUBLIC FORUM-Mike Bianconi, Pease Township Trustee, said he is against the Governor's \$.18 gas tax increase the way it is proposed. He said the townships will only get 6.7% of the funds; ODOT will receive 60% of the funds. He added he is not against raising taxes if it is going to the right thing but feels the townships are getting ripped off beyond belief on this formula. He said he hopes the Board opposes this increase the way it is proposed. Mr. Meyer said they have had quite a few conversations with local representatives and a few of the state offices in regard to this issue. He explained the County Engineer oversees the roads. His office is funded by the state and federal gas tax. He said the state gas tax has not been raised since 2005; the federal gas tax has not been raised since 1993. He added the Engineer is also funded by license plate fees. Mr. Meyer said the Board has done their part in Belmont County at the local level (raising license fees) to do what they can and they are hoping things will be done at the state level to help locally. He said the Board wrote letters last fall regarding the severance tax and trying to get some of that money back here for our needs. The roads are in very poor shape, it's one of biggest complaints they receive, said Mr. Meyer. "We have a tremendous need here at the county level and the township level. This can't continue. When we fulfilled our part of the bargain here locally it's time for members at the state level to do their part to help us locally," said Mr. Myer. "We've literally done everything we can do locally to address infrastructure, from a water and sewer perspective and from a road perspective. We have made the case with everyone in Columbus," said Mr. Dutton. He added they have spoken to all three representatives, Representatives Cera and Jones, and Senator Hoagland, and have been talking to neighboring counties regarding the severance tax. Mr. Dutton said the amount of 18 cents increase may be coming down to 10-11 cents over a 3-4 year period and there are talks about adjusting the formula. Frank Shaffer, Pultney Township Trustee, said he also agrees with Mr. Bianconi. He said he feels we won't get any more out of the legislators; it needs to go before the Governor. Mr. Meyer noted Mr. Dutton has talked to someone in the Governor's office. Mr. Dutton said he feels the Governor has made some encouraging comments about local governments in general.

**IN THE MATTER OF BID OPENING FOR PHILLIPS, MCKELVEY AND
MAYNARD WATER STORAGE TANKS RECOATING PROJECT**

Mr. Porter said this is a maintenance project that is done every year. He added there is 22 water tanks in the system, most are steel tanks that need recoated every 15 years and they are recoated inside and out.

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners' Office for Phillips, McKelvey and Maynard Water Storage Tanks Recoating Project; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
D & M Painting Corporation 1500 Amity Ridge Road Washington, PA 15301	X	\$862,545.00
Clearcreek Coatings Ltd. 1900 North Business Way New Carlisle, OH 45344	X	\$714,755.00

March 6, 2019

**L & T Painting Company, Inc.
50502 Hunters Creek Trail
Shelby Township, MI 48317**

X

\$880,340.00

Present for opening: Kelly Porter and Mark Esposito, Sanitary Sewer District and Jeff Vaughn, Project Engineer

Motion made by Mr. Meyer, seconded by Mr. Dutton to turn over all bids for the Phillips, McKelvey and Maynard Water Storage Tanks Recoating Project to Kelly Porter, Water and Sewer District Director, for review and recommendation.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

9:45 OSU Extension Office-Department Update

Present: Daniel Lima, Agriculture and Natural Resources Educator, Crystal Antill, 4-H Program Assistant and 4-H Teen Ambassadors Gage Harris, Heather Mehlman and Megan Garrison.

Ms. Antill said this is Ohio's 4-H week. She said in promoting 4-H week the Teen Ambassadors are going into the schools this week to promote the program. Ms. Antill said the Teen Ambassador Group is a new program this year. A slide show was presented by the Teen Ambassadors and they talked about some programs they offer and how it affects them in terms of responsibility and leadership.

Mr. Lima gave an update on the Beef Quality Assurance and Oil and Gas Royalty payment programs. He said the Beef Quality Assurance program has 152 certified cattle producers. He added the program was consumer and company driven. Mr. Lima said there is lower stress for the animals and greater awareness in drug use such as antibiotics. He feels the quality of the beef has gone up due to the program. Mr. Lima said people do not understand their payment stubs from their oil and gas royalties. He said they educate them how to get a plat map and teach them about decimal interest calculations to make sure their payments are correct.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:25 A. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Prosecutor Dan Fry pursuant to ORC 121.22(G)(3) to consider imminent court action.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:34 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 10:34 a.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN AT THIS TIME

Reconvened Thursday, March 7, 2019, at 12:45 p.m. Present: Commissioners Meyer, Echemann and Dutton and Jayne Long, Clerk.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 12:45 P. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into executive session pursuant to ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 1:13 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 1:13 p.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF ADOPTING RESOLUTION APPROVING TENTATIVE AGREEMENT
AND COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BELMONT COUNTY
COMMISSIONERS AND AFSCME, AFL-CIO LOCAL #702**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the following:

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

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement reached in SERB Case No(s). 2018-MED-11-1208 by the parties referenced above is approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the tentative collective bargaining agreement reached in SERB Case No(s). 2018-MED-11-1208 by the parties referenced above is hereby deemed approved by the legislative body; and

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

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 6th day of March, 2019.

**AGREEMENT
BETWEEN
BELMONT COUNTY
BOARD OF COMMISSIONERS
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

**(BUILDING & GROUNDS)
2018-MED-11-1208**

Effective upon Execution through February 28, 2022 **TABLE OF CONTENTS**

Article		Page
1	Preamble and Purpose	1
2	Union Recognition	1
3	Dues Deduction	1
4	Union Representation	4
5	Management Rights	5
6	No Strike/No Lockout	6
7	Nondiscrimination	7
8	Discipline and Discharge	7
9	Grievance Procedure	8
10	Arbitration	10
11	Application of Civil Service Law	11
12	Labor Management Meetings	11
13	Health and Safety	12
14	Seniority	12
15	Probationary Periods	13
16	Posting of Job Openings	14
17	Layoff and Recall	15
18	Bargaining Unit Work	16
19	Call-In Pay	16
20	Pay Periods & Paychecks	16
21	Wash-up Time	16
22	Bulletin Boards	17
23	Hours of Work and Overtime	17
24	Leaves of Absence	18
25	Sick Leave	20
26	Union Leave	22
27	Holidays	22
28	Vacation	23
29	Insurance	24
30	Liability Insurance	24
31	Wages	24
32	Severability Clause	26
33	Waiver in Case of Emergency	26
34	Inclement Weather	26
35	Uniforms	28
36	Duration of Agreement	28
	Signature Page	29
	Appendix A	30
	Side Letter	31

ARTICLE 1

PREAMBLE AND PURPOSE

Section 1.01. This Agreement, entered into by the Belmont County Commissioners, hereinafter referred to as the "Employer," and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO Local #702, hereinafter referred to as the "Union," has as its purpose the following:

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

ARTICLE 2

UNION RECOGNITION

Section 2.01. The Employer recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board, SERB Case No. 2012-REP-05-0056 including:

Housekeeping/Maintenance (which may also be referred to as "Housekeeping")
Maintenance/Housekeeping (which may also be referred to as "Maintenance")
Supervisor of Maintenance and Housekeeping

Section 2.02. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit subject to the following. Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer agrees to meet with the Union within thirty (30) days to discuss the inclusion or exclusion from the bargaining unit, subject to the restrictions in Section 2.03. If the parties are unable to agree to the status of the position, the issue shall be subject to appeal by the Union to the State Employment Relation Board pursuant to Chapter 4117 ORC and the SERB rules and regulations.

Section 2.03. Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, and students whose primary purpose is education or training or who work as part-time employees less than fifty percent (50%) of the normal year shall be excluded from the bargaining unit.

Section 2.04. All job descriptions will be given to Local 702 President & Vice President for distribution.

ARTICLE 3

DUES DEDUCTION

Section 3.01. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 3.02. All deductions provided for in this Article, accompanied by an alphabetical list of all employees and their addresses for whom deductions have been made, shall be transmitted to Controller Ohio Council 8 no later than the thirty-first (31) day following the end of the pay period in which the deduction is made.

Section 3.03. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues.

Section 3.04. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization, in accordance with this Agreement; or (6) resignation by the employee from the Union.

Section 3.05. Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth in Section 3.06 below.

Section 3.06. Any voluntary dues check-off authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues check-off card and year to year thereafter, unless the employee

gives the County and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of the employee's dues check-off authorization cards are available from the Union upon request.

Section 3.07. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.08. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing, within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.09. The rate at which dues are to be deducted shall be certified to the County Auditor by the treasurer of the Union during January of each year. One (1) month advance notice must be given the County Auditor prior to making any changes in an individual's dues deductions.

Section 3.10. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 3.11. "Fair Share Fee" will no longer apply. In the event any Federal or State legislative body with authority over Ohio reinstitutes fair share fees, the Union and Employer will meet and renegotiate this Article of the Agreement.

Section 3.12. The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share deductions.

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.13. The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 UNION REPRESENTATION

Section 4.01. The Employer agrees to admit not more than one (1) Union staff representative to the Employer's facilities during the Employer's normal office business hours, Monday through Friday, for the purpose of processing grievances or attending meetings as permitted herein, provided reasonable advance notice is given to the Employer. Upon arrival, the Union representative shall identify himself or herself to the Employer or the Employer's designee.

Section 4.02. The Employer shall recognize no more than two (2) employees to act as Union stewards listed as follows for the purposes of processing grievances in accordance with the Grievance Procedure.

A. Local Union President

B. One (1) Chief Steward

Section 4.03. The Union shall provide to the Employer an official roster of its officers and local Union Steward which is to be kept current at all times and shall include the following:

A. Name;

B. Address;

C. Home telephone number;

D. Immediate Supervisor; and

E. Union office held.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

Section 4.04. The investigation or writing of grievances shall be during non-working time, except for the following:

A. Attendance at a grievance or disciplinary hearing, as provided in this Agreement.

B. Labor/Management meetings, as provided in this Agreement.

If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 4.05. Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no steward or representative of the Union either employee or non-employee of the Employer shall interfere, interrupt, or disrupt the normal work duties of employees. The Union further agrees not to conduct meetings involving on-duty employees except to the extent specifically authorized herein.

B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.

C. The Union representative shall cease Union activities immediately upon the verbal or written request of the Employer or designee or upon the request of the employee's immediate supervisor or the supervisor of the area where the activity is being conducted.

D. A Union employee official abusing the rules of this section may be subject to disciplinary action.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.01. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Belmont County Commissioners in addition to all its other functions and responsibilities. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline employees for just cause;

C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;

D. To determine the overall methods, process, means, or personnel by which operations are to be conducted;

E. To manage and determine the location, type, and number of physical facilities, equipment, programs, and work to be performed;

F. To determine the size, composition, and duties of the workforce, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required, and the areas worked;

G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;

H. To determine the necessity to schedule overtime and the amount required thereof;

I. To maintain the security of records and other pertinent information;

J. To take actions to carry out the mission of the office as a governmental unit.

- K. To maintain and improve the efficiency and effectiveness of operations and programs,
- L. To determine and implement necessary actions in emergency situations.

Section 5.02. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified by this Agreement shall remain the function of the Employer.

ARTICLE 6 NO STRIKE / NO LOCKOUT

Section 6.01. The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that it will, within two (2) weeks after the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.
- B. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.
- C. In all cases of strike, sympathy strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer shall have sole and complete right to immediately discipline or discharge any Union member participating in any unauthorized strike, sympathy strike, slowdown, walkout, or any other cessation of work. Bargaining unit members shall have the right to appeal through provisions of this Agreement for disciplinary actions taken by the Employer under this Section, however only the question of whether or not he or she did in fact participate in or promote such action shall be subject to appeal.

Section 6.02. The Employer agrees that neither it, its officers, agents or representatives individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members have violated Section 6.01(B) of this article.

Section 6.03. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 7 NONDISCRIMINATION

Section 7.01. Neither the Employer nor the Union shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, sexual orientation, gender identity, race, color, religion, national origin, disability as defined in the Americans with Disabilities Act, genetic history, veteran status, or military status.

The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

Section 7.02. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees

Section 7.03. The Employer agrees not to interfere with the rights of employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 7.04. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 7.05. Complaints of sexual harassment shall be made in accordance with the Employer's Policy against sexual harassment.

ARTICLE 8 DISCIPLINE AND DISCHARGE

Section 8.01. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause, which includes, but is not limited to, violations of the Employer's policies and work rules.

Determination of appropriate discipline will be made considering the principles of progressive discipline, which include the nature and seriousness of the offense and the employee's record of performance and conduct. Discipline shall usually be progressive, but depending on the severity of the offense, may proceed immediately to termination.

Section 8.02. Before the Employer issues an order of suspension, demotion or discharge, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Not less than forty-eight (48) hours prior to the conference the employee will be given notice of the allegations which may be the basis for disciplinary action. An employee may request representation by a union steward or the Local Union President in any meeting with a supervisor or Employer representative that the employee reasonably believes will result in discipline or discharge.

Section 8.03. Verbal and written reprimands are not subject to the binding arbitration procedure, but may be grieved. More severe discipline, including suspensions, demotions and discharge are subject to the grievance and arbitration procedure. The grievance may be filed at the Step from which the discipline was issued.

Section 8.04. Records of suspension shall cease to have force and effect twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Oral and written reprimands shall cease to have force and effect eighteen (18) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Section 8.05. The Employer will make available to the Union, upon request, a copy of any suspension, discharge, or pre-disciplinary report that the Employer has issued.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.01. A grievance is defined as an allegation that the terms of this Agreement have been violated. Newly hired probationary employees shall not be eligible to file a grievance under this Contract for any disciplinary, layoff or discharge action taken by the Employer during their probationary period.

Section 9.02. Time limits set forth herein may only be extended by a mutual agreement of the parties. The Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or Employer's designee within the stipulated time limits shall be considered denied and may be appealed to the next step in the grievance procedure.

Section 9.03.

Step 1: In order for a grievance to receive consideration under this procedure, the grievant must submit the grievance in writing on the grievance form to the Department Head within fourteen (14) calendar days of the date the grievant knew or should have known of the occurrence that gave rise to the grievance. The Department Head shall meet with the grievant within seven (7) calendar days of receiving the grievance and respond within fourteen (14) calendar days after the meeting.

Step 2: A grievance unresolved at Step 1 may be submitted to the Employer's Designee within seven (7) calendar days of the Step 1 response. The Designee will meet with the grievant and his steward and respond within fourteen (14) calendar days of the meeting. The Union staff representative may also attend this meeting, and the Union is entitled to a copy of the adjustment of any grievance upon his or her request.

Step 3: **Mediation:** Upon mutual agreement of the parties (Employer and Union), within seven (7) calendar days of the receipt of the Step 2 response, either party may refer the grievance to mediation by giving written notice and a request for a mediator to the other party and the Federal Mediation and Conciliation Service (FMCS) or SERB. The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon parties and the affected bargaining unit employee(s). Any costs for the mediator shall be borne by the party requesting mediation. Upon receipt of written notice, pursuant to this Step, time limits for the grievance procedure shall be suspended until (1) mediation is concluded or (2) either party rejects or rescinds, in writing, its participation in mediation; whichever occurs first.

Section 9.04. All grievances must contain the following information to be considered.

- A. The aggrieved employee's name and signature;
- B. The aggrieved employee's classification
- C. The date the grievance was filed in writing;
- D. The date and time the grievance occurred;
- E. The location where the grievance occurred
- F. A description of the incident giving rise to the grievance;
- G. The specific articles and sections of the agreement violated; and
- H. The desired remedy to resolve the grievance.

Section 9.05. Any grievance may be brought by an employee covered by this Agreement or the Union. Any grievance brought by the Union must be signed by an employee who is employed within one of the classifications of the certified bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance.

Section 9.06. Grievances bearing on the interests of a number of employees shall be reduced to writing on the grievance form.

Section 9.07. The Employer shall advise the Union of the Employer's designee for Step 2 of the grievance procedure.

Section 9.08. This grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling grievances between the parties, and all arbitration and pre-arbitration settlements signed by the parties consistent with this procedure shall be binding on the affected bargaining unit employees, the Union, and the Employer.

Section 9.09. The grievant may be represented at a grievance hearing by the AFSCME Ohio Council 8 Staff Representative and an authorized union steward or the local Union President, per Article 4.

Section 9.10. The grievant and his authorized employee representative shall not suffer loss of pay for attending a grievance hearing during his or her regular working hours.

ARTICLE 10 ARBITRATION

Section 10.01. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the issuance of the Employer's designee's Step 2 written response, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance. In the event the grievance is not referred to arbitration within the thirty (30) days, the grievance shall be considered resolved based on Step 2 response and the Union specifically waives any right to process the grievance to arbitration.

After receipt of a request to arbitrate, a representative of each party shall attempt to agree on an arbitrator. If the representatives are unable to agree on one of these arbitrators, then they shall jointly request a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Service and shall select the arbitrator by the alternate strike method, with the party requesting arbitration striking first. Either party may insist that the arbitrators be National Academy members or that they reside in Ohio, and either party may reject one (1) entire list. Hearing procedures shall be in accordance with the FMCS rules.

The arbitrator shall limit his or her decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws; or
2. Contrary to, or inconsistent with, or changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. The question of arbitrability of a grievance may be raised by either party on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer, subject to challenge under Chapter 2711 ORC. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling that witness. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

ARTICLE 11 APPLICATION OF CIVIL SERVICE LAW

Section 11.01. The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Ohio Revised Code covering the same subject matter, and in particular, but not limited to, all provisions and procedures governing probationary employees and probationary periods, layoffs, and job abolishments. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction over the employees in the bargaining unit.

ARTICLE 12 LABOR MANAGEMENT MEETINGS

Section 12.01. The Employer and/or their representatives agree to meet at least quarterly with up to three (3) representatives of the Union to discuss matters of mutual concern.

Section 12.02. The Union shall submit to the Employer an agenda with a list of issues the Union wishes to discuss and the names of the Union representatives who will be attending. The Employer shall review the agenda to determine if a meeting is necessary and, if so, notify the Union of the scheduled meeting date and any items the Employer wishes to add to the agenda.

Section 12.03. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and
- F. Consider and discuss health and safety matters relating to employees.

Section 12.04. Employee Union representatives shall be released from their assigned duties to attend Labor/Management meetings.

Section 12.05. Labor/Management meetings are not to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 13 HEALTH AND SAFETY

Section 13.01. It is agreed that safety is a prime concern and responsibility of the Employer, the employees and the Union.

Section 13.02. The Employer agrees to provide safe working conditions, tools, equipment and working methods for their employees and to take into consideration all hazards known by the Employer or as recommended to the Employer by the Safety and Health Committee. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 13.03. The employees and the Union accept the responsibility to maintain tools, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known.

Section 13.04. The parties agree that the provisions of this Article are directed solely toward the safety and health of the individual employees. Any attempt by an employee or employees to utilize the procedures of the Article for harassment, coercion, retaliation or to achieve objectives other than health and safety, however proper those objectives might be if pursued by other means, would be abuse of this provision and contrary to the labor agreement itself.

Section 13.05. There shall be established a joint labor-management Health and Safety Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. Employees representing the Union shall be designated by the Union which will notify the Employer of such designated representatives and/or any changes therein. The Committee shall assist, make recommendations to and cooperate with all managers and supervisors in the promotion of safety and health.

Section 13.06. It is intended that, consistent with the foregoing functions of the Safety and Health Committee, AFSCME Ohio Council 8 Local 702, the Union Safety Committee and their officers, employees, and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by employees.

ARTICLE 14 **SENIORITY**

Section 14.01. "Departmental Seniority" shall be computed on the basis of the last hiring date of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, within thirty-one (31) days, the employee loses all previously accumulated seniority.

Section 14.02. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 14.03. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 14.04. The Employer shall post a seniority list, once every twelve (12) months, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request. Any objections to this list must be presented to the Employer within ten (10) calendar days of posting or said list shall be deemed valid by all parties.

Section 14.05. Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

ARTICLE 15 **PROBATIONARY PERIODS**

Section 15.01. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. A newly hired probationary employee may be terminated at any time during his or her probationary period and shall have no appeal over such removal.

Section 15.02. An employee that successfully bids on a promotion within the bargaining unit will be required to successfully complete a probationary period in his or her newly appointed position. The probationary period for newly promoted employees shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted employee may be returned by the Employer to his or her former position at any time during his or her promotional probationary period and shall have no appeal over such removal. Also, the promoted employee may return to his or her former position any time during the first thirty (30) calendar days of his or her promotion. The provisions of this Section will also apply to an employee that is assigned to a new classification within the bargaining unit. The action of return to the prior position for not successfully completing a probationary period shall not be considered a disciplinary action.

Section 15.03. Part time bargaining unit employees that work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full time employees. Bargaining unit employees that work an irregular schedule or that work less than the normal number of working days per week shall not have completed their probationary period until they have successfully completed seven hundred (700) hours actually worked.

Section 15.04. Time on leave of absence or other non-paid leaves shall not be counted toward the completion of the probationary periods.

ARTICLE 16 **POSTING OF JOB OPENINGS**

Section 16.01. When the Employer determines to fill a vacancy in a classification in the bargaining unit other than by original appointment, the vacancy shall be filled in accordance with his Article.

Section 16.02. Whenever the Employer determines that a permanent vacancy exists and such vacancy is to be filled, a notice of such vacancy shall be posted on the Employer's bulletin board for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacancy that is not already in that classification may do so by submitting a written application to the Employer. Such application shall be provided by the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or applicants that do not meet the minimum qualifications for the job.

Section 16.03. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for up to seventy-five (75) days at the discretion of the Employer, pending the Employer's determination to fill the vacancy on a permanent basis, or for a longer period of time while the appointee fills in for an employee that is absent due to sickness, disability, or other approved leave of absence. If the temporary appointee is a new hire, the Employer may remove him or her from the position with no appeal when the absent employee returns, or when it is clear that the absent employee will not return and the Employer determines not to fill the position on a permanent basis, or when the Employer selects another person to fill the vacancy on a permanent basis, or when the position is abolished, or when the absent employee or the temporary is bumped due to a reduction in force.

If the Employer has made a temporary appointment, but determines there is a permanent vacancy (for example, because the employee on leave from the position will not be returning), the Employer may keep the temporary appointee on during the posting and selection process. If the temporary appointee is the successful bidder, his or her probationary period will begin when he or she is appointed on a non-temporary basis. The Employer will credit the employee with all of his or her temporary service toward the probationary period, but the employee will have at least thirty (30) days probationary period after the non-temporary appointment.

Section 16.04. All timely-filed applications from qualified, eligible applicants shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and/or mental capability to perform the essential functions of the position. Physical and mental ability are used as qualifiers to determine whether or not a person can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by the ADA) that can with or without reasonable accommodation perform the essential functions of the position. Where more than one applicant is deemed qualified and where the Employer determines that the qualifications of those applicants are relatively equal, then the appointment will be made based on departmental seniority.

Section 16.05. Once the determination has been made, the Employer agrees to post the selection, if any, within seven (7) calendar days. The Employer shall fill any such vacancy within fourteen (14) calendar days after posting the selection. The Employer may cancel a vacancy posting at any time prior to the time the Employer posts the name of the successful bidder.

Section 16.06. Bids shall be submitted to the Employer's designee on a form to be provided by the Employer.

Section 16.07. An employee that desires to be considered for vacancies covered under this Article that become available during the employee's vacation or leave of absence shall notify the Employer of his or her desire in writing before he or she leaves for vacation or leave of absence.

Section 16.08. The Employer may provide training to all employees who wish to become qualified in various job duties of higher-rated classifications in order of seniority as opportunities arise.

ARTICLE 17 **LAYOFF AND RECALL**

Section 17.01. When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees five (5) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 17.02. The Employer shall determine in which classification(s) and which location(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their department seniority and their ability to perform the remaining work available with minimum training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work with minimum training, the employee(s) with the least seniority will be laid off first.

A. Management shall give the affected employees five (5) calendar days written notice of their layoff indicating their right to bump employees with the same rate of pay or then, in the next lower paid classification if any, within the Bargaining Unit for which they are qualified per minimum job requirements and capable of performing the available work.

B. The affected employees shall have three (3) calendar days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified per minimum job requirements. Any employee not submitting such request within three (3) days shall be considered to have accepted the layoff.

Section 17.03. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months for the classification from which they are laid off and other lower paid classifications in the unit. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification per minimum job requirements, to which they are recalled.

Section 17.04. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided.

Section 17.05. In the case of a long term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his or her intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 17.06. The Employer agrees there will be no new hires in any classification where there is a recall list.

Section 17.07. This article supersedes and replaces the civil service laws and rules for job abolishment and layoff of bargaining unit positions and employees.

ARTICLE 18 BARGAINING UNIT WORK

Section 18.01. The Employer shall not contract out work traditionally performed by the bargaining unit or assign such work to supervisors, if the contracting out or assignment to supervisors results in the layoff of bargaining unit employees.

ARTICLE 19 CALL-IN PAY

Section 19.01. A call-in is defined as an order or request to return to work at any time after an employee has been relieved from duty at the conclusion of a regularly scheduled work day until one (1) hour before the next regularly scheduled starting time.

Employee will receive two (2) hours call-in pay. Rate of time and one-half (1½) for hours worked (if in overtime status) during this time with straight time paid for balance of two (2) hour call-in time.

ARTICLE 20 PAY PERIODS & PAYCHECKS

Section 20.01. There will normally be twenty-six (26) pay periods of each calendar year. The Employer agrees to distribute paychecks in a sealed envelope on Friday by the regular schedule. In the event of emergency conditions the Employer agrees to arrange the distribution of paychecks in a manner that is quick, efficient and equitable.

ARTICLE 21 WASH-UP TIME

Section 21.01. Employees shall be permitted a reasonable time, not to exceed fifteen (15) minutes at the end of each work day before quitting time for wash-up. Wash-up time shall be utilized for personal clean-up and shall not be considered free time which the employee can use for other purposes. Wash-up time is not accumulative and will only be allowed when the work schedule permits.

ARTICLE 22 BULLETIN BOARDS

Section 22.01. The Employer agrees to allow space on the bulletin boards.

Section 22.02. The Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official in the bargaining unit during non-work time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of non-political standing committees and independent non-political arms of the Union; and
- G. publications, rulings of policies of the Union.

All other notices of any kind not covered in A through G above must receive prior approval from the Employer or his designee. It is also understood that no material may be posted on the bulletin boards at any time which contain the following:

- H. personal attacks upon any other member or any other employee;
- I. attacks on any employee organization, regardless of whether the organization has local membership; and
- J. attacks on and/or favorable comments regarding a candidate for public office or Union office, or for office in another employee organization.

ARTICLE 23 HOURS OF WORK AND OVERTIME

Section 23.01. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 23.02. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, with an unpaid lunch period. The standard lunch period for full time employees shall be one (1) hour, or one-half (½) hour depending on the nature of the operation. The work week shall be computed between 12:01 a.m. on Sunday of each calendar work week and 12:00 midnight the following Saturday (seven (7) day period). This does not preclude Management from changing the work week for legitimate business reasons. The Employer may require employees to sign time cards, or use swipe cards, or follow similar procedures to account for time actually worked.

Section 23.03. When an employee is required by the Employer to be in active pay status more than forty (40) hours in a calendar week, as defined in the paragraph above, he or she shall be paid overtime pay for such time at one and one-half (1½) times his or her regular hourly rate of pay. Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime.

Section 23.04. There shall be two (2) fifteen (15) minute paid rest periods in each regular shift each work day. Such rest periods shall be scheduled whenever practicable approximately midpoint in the first (1st) one-half (½) of the employee's regular work shift and in the second (2nd) one-half (½) of the shift. Rest periods shall be taken at such time and such manner that does not interfere with the efficiency of the work unit. Rest periods are intended to be a recess to be preceded and followed by an extended work period, therefore, they shall not be used to cover an employee's late arrival to work or early departure, nor shall they be accumulative if not taken.

Section 23.05. Non-Emergency. Twice each year, on January 1st and July 1st, employees may sign a list indicating their willingness to work overtime. Signing the list will make an employee eligible for overtime call outs. Employees who do not sign the voluntary overtime list will not be placed on an overtime list and will not be offered voluntary overtime work. Employees called from the voluntary overtime list will be placed at the bottom of the list and rotated until all employees on the list have an opportunity for overtime work. Refusal of overtime constitutes such an opportunity.

Section 23.06. Emergency. When emergencies occurring between the hours of 3:00 p.m. and 6:30 a.m. require the Employer's immediate attention (such as inclement weather, snow and ice control, floods, and other conditions which, in the employer's judgment, jeopardize public safety, affect the Employer's operation, or are considered public hazards), overtime call-out work will be distributed to employees normally assigned to perform such work, and who are assigned to the area closest to the emergency.

Section 23.07. If the Employer exhausts the voluntary overtime list and is still in need of additional personnel for the overtime work, the Employer will order employees in for mandatory overtime beginning with the least senior employee with the needed classification.

Additionally, employees will not be eligible for voluntary overtime opportunities on days which they have utilized sick leave.

ARTICLE 24
LEAVES OF ABSENCE

Section 24.01. Personal Leave or Disability Leave. Upon the advanced written request of a permanent employee, the Employer may grant the employee a leave of absence without pay. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months. Whenever possible, any request for a leave of absence without pay must be made at least sixty (60) days prior to the commencement of the desired leave.

Section 24.02. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave form.

Section 24.03. Because they are not in an active pay status, employees who are granted an authorized leave of absence without pay do not earn sick leave, or vacation leave credit. Additionally, they do not qualify for paid holidays or other benefits that require an employee to be in active pay status.

Section 24.04. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 24.05. Reinstatement from Leave. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. (If the employee would have been laid off the employee shall be placed on the recall list for his or her classification if the recall list is still in effect.) An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work immediately upon expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 24.06. Military Leave. The Employer will comply with all appropriate laws relating to the employment rights of employees in military service. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of military service.

Section 24.07. Jury and Witness Leave. An employee who is:

- A. called for jury duty;
- B. subpoenaed as a witness in a case in which he is not a party;
- C. a party in an action related to his employment in which his interest is not adverse to that of Belmont County

shall be granted full pay for regularly scheduled working hours.

Employees released from court or jury duty prior to the end of their scheduled work day shall report to work for the remaining hours of their shift unless other arrangements have been made with the Department Head. The time an employee spends at court jury duty or court service shall not be considered hours worked for purposes of calculating overtime, unless such court time is directly related or is an integral part of the employee's work duties. Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit with the County Treasurer. The employee shall retain all compensation received from the court for service outside his or her regular scheduled working days.

Section 24.08. The Employer will comply with applicable provisions of the Family and Medical Leave act for employees in the bargaining unit, per the Commissioners' policies governing their employees.

ARTICLE 25
SICK LEAVE

Section 25.01. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 25.02. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with Article 24.01 of this Agreement.

Section 25.03. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-half (½) hour. Employees on paid sick leave shall be considered on active pay status and as time worked for the purpose of computing overtime.

Section 25.04. Uses of Sick Leave.

- A. Sick leave may be requested for:
 1. Illness, injury, or pregnancy-related condition of the employee.
 2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
 3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner.
 4. Death of a member of the employee's immediate family or the employee's aunt, uncle, niece, or nephew. Such usage shall be limited to a reasonably necessary time beyond any bereavement leave benefit, not to exceed five (5) consecutive days.
 5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
 6. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate licensed practitioner where the employee's presence is reasonably necessary.
- B. Definition of immediate family: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of a parent (loco parentis).

Section 25.05. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illnesses to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. For any illness exceeding three (3) days a doctor's certificate shall be required.

Section 25.06. Notification by Employees. When an employee is unable to report to work, he shall notify his/her immediate supervisor or other designated person no later than one-half (½) hour after the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible.

Section 25.07. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud may result in dismissal and may result in refund of salary or wages paid.

Section 25.08. Physician's Statement. If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 25.09. Physician's Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

Section 25.10. Employees who become injured on the job shall be paid at the rate of the job being performed at time of injury for the full eight (8) hours on the date the injury occurs, providing that the attending physician states the employee is not able to return to work on the date of injury. However, if the physician states the employee is able to return to work the employee will be paid for the time lost on the day the injury occurred at the rate the employee was performing at the time of injury.

Section 25.11. Sick Leave Conversion.

- A. A County employee, with ten (10) years of service who retires in accordance with the provisions of PERS or any retirement plan offered by the state, shall be paid one-fourth (¼) of the value of his or her earned but unused leave credit. The maximum of such payment, however, shall be for thirty (30) days of sick leave.
- B. Such payment shall be based on the employee's hourly rate of pay at the time of retirement.

- C. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
- D. Eligible County employees retiring from active service shall request such payment in writing, in order to initiate the payment process.
- E. The beneficiary of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified in accordance with Paragraph A above. Such payment shall be made in accordance with Section 2133.04 ORC, or paid to the employee's estate.

**ARTICLE 26
UNION LEAVE**

Section 26.01. Subject to the operational needs of the Department, the Union has five (5) days per year (year defined as 1/1 to 12/31) for its members or officials to attend Union functions, meetings or conventions. Such time shall be granted to attend such functions for the Union, provided two (2) weeks advance notice is given in writing to the Employer by the local Union President. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

**ARTICLE 27
HOLIDAYS**

Section 27.01. All full-time employees (in active pay status the entire regularly scheduled work day immediately preceding and subsequent to the holiday) are entitled to the following holidays:

New Year's Day	First day of January
Martin Luther King Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	Twenty-fifth day of December

Section 27.02. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. The policy in effect on May 8, 2013 for how holidays are paid shall continue.

Section 27.03. If a full time employee is required to work on one of the recognized holidays, he or she shall receive time and one-half (½) for all hours worked, plus one (1) full day holiday pay. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

Section 27.04. A full-time bargaining unit employee shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.1 when no work is performed on such holiday.

**ARTICLE 28
VACATION**

Section 28.01. Forty (40) hour per week full-time bargaining unit employees are eligible for paid vacation leave according to the following eligibility guidelines:

After 1 year service	80 hours vacation (3.1 hours per pay period)
After 8 years' service	120 hours vacation (4.6 hours per pay period)
After 15 years' service	160 hours vacation (6.2 hours per pay period)
After 25 years' service	200 hours vacation (7.7 hours per pay period)

Vacation leave shall only be accumulated while an employee is in active pay status. Full-time employees who are in active pay status for less than their number of regularly scheduled hours in any pay period will have their vacation accrual prorated for the pay period.

Section 28.02. The Employer may require that vacations be pre-selected prior to the beginning of each calendar year. Otherwise, each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority as any needed tiebreaker.

Section 28.03. All vacation scheduling is subject to prior approval of the Employer.

Section 28.04. No vacation leave shall be carried over for more than three (3) years.

Section 28.05. No employee will be entitled to vacation leave under any circumstances until he or she has completed one (1) year of employment with the County.

Section 28.06. Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 28.07. Employees will receive credit for prior service with the state or any political subdivision of the State of Ohio in accordance with Section 9.44 ORC, subject to Section 124.34 ORC.

**ARTICLE 29
INSURANCE**

Section 29.01. Full time bargaining unit employees shall be offered the same health insurance benefits/plan options as all other Belmont County Board of Commissioners' non-bargaining unit employees, subject to the same eligibility requirements, deductibles, co-pays, conditions, premium contributions, etc. as established by the Belmont County Board of Commissioners, as the same are amended from time to time.

Section 29.02. Eligible employees will be afforded their rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 as the same is amended from time to time.

Section 29.03. The Employer, or the County as appropriate, reserves sole discretion to amend:

- A. The plan(s); or
- B. Any amount the Employer, the County, or any employee or other person covered under a plan is required pay under or toward the plan(s);

to avoid employer (or related party) penalties (fines, taxes, loss of funding, or other penalties) under applicable state or national laws, regulations, executive orders, directives, rulings, or the like, or to avoid the treatment of the benefits under the plan as taxable to an employee or a person covered under the plan(s).

**ARTICLE 30
LIABILITY INSURANCE**

Section 30.01. Subject to the terms of the contract with the carrier employees in the bargaining unit will be covered by the county-wide liability insurance.

**ARTICLE 31
WAGES**

Section 31.01. Effective the first full pay period following the execution of this Agreement, the hourly rate for all bargaining unit employees shall be as outlined in Appendix A of this Agreement. That wages scale shall be increased as follows: Effective the first full pay period following execution of this Agreement, the hourly rate for bargaining unit employees in the Housekeeping classification shall increase by \$0.50 per hour. Effective the first full pay period following execution of this Agreement, the hourly rate for bargaining unit employees in the Maintenance classification shall increase by \$0.75 per hour. Effective the beginning of the pay period that includes March 1, 2020, the hourly rate for bargaining unit employees in the Housekeeping classification shall increase by \$0.50 per hour. Effective the beginning of the pay period that includes March 1, 2020, the hourly rate for bargaining unit employees in the Maintenance classification shall increase by \$1.00 per hour. Effective the beginning of the pay period that includes March 1, 2021, the hourly rate for bargaining unit employees in the Housekeeping classification shall increase by \$0.75 per hour. Effective the beginning of the pay period that includes March 1, 2021, the hourly rate for bargaining unit employees in the Maintenance classification shall increase by \$1.25 per hour. Effective the beginning of the pay period that includes March 1, 2016, bargaining unit employees shall remain in the step held as of that date, and advance as provided in applicable provisions of Section 31.01 A – G.

- A. Upon employment or promotion, an employee will be assigned a pay range consistent with his or her job classification.
- B. A newly hired employee or an employee initially being hired into a bargaining unit position will be assigned to Step 1 of the pay range.

- C. A promoted employee will be assigned to the step in the new classification's pay range that provides an increase over his or her previous rate of pay.
- D. Upon satisfactory completion of a new hire probationary period, an employee will be assigned to the next higher step in the pay range (effective with the beginning of the pay period when he or she successfully completes probation). Upon successful completion of a promotional probationary period, the employee will remain at the same step until one year from the date of his or her promotion, when he or she will be advanced to the next step and that shall be his or her new anniversary date for step increases. The effective date for that increase shall be the beginning of the pay period that includes the completion of the one year following promotion.
- E. Effective the beginning of the pay period that includes March 1, 2013, bargaining unit employees that are employed on the date this Agreement is executed shall be placed in the step system as follows: (see Appendix A). (Historical only)
- F. Because Barb Hess' current rate of pay is above the top step of the wage scale for her classification, she shall receive a lump sum payment in the amount of one thousand dollars (\$1,000) for each year that her hourly rate of pay exceeds the wage scale. She shall receive this lump sum in the first full pay period after execution of this Agreement, the pay period including March 1, 2020, and the pay period including March 1, 2021.
- G. Except as provided in subsection F of this Section 31.01, no employee shall be paid above the maximum rate for his or her classification or less than the minimum step for his or her classification.
- H. Employees that are laid off and displaced into a lower classification shall be placed in the same step in the lower classification that he or she held at the time he or she exercised bumping rights.

Section 31.02. Maintenance in Charge (MIC) Pay

When the Facilities Manager is on leave for five (5) consecutive days or more, the Facilities Manager shall have the sole discretion to assign an employee from the Maintenance classification to lead maintenance work. If in the Facilities Manager sole discretion, he or she decides to make such assignment the assignment shall be rotated by departmental seniority among the employees in the Maintenance classification(s). The employee so assigned shall receive an additional fifty cents (\$0.50) per hour for all such hours assigned.

ARTICLE 32

SEVERABILITY CLAUSE

Section 32.01. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 32.02. In the event that any provision of this Agreement is determined invalid, the parties shall meet as soon as is practical, but not later than thirty (30) days, in an effort to negotiate a legal alternative provision on the same subject matter.

ARTICLE 33

WAIVER IN CASE OF EMERGENCY

Section 33.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Belmont County Commissioners, the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management or the Union's replies on grievances; and
- B. all work rules and/or agreements and practices relating to the assignment of all Department employees.

Section 33.02. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 34

INCLEMENT WEATHER

- A. If a weather emergency is declared in Belmont County, the Employer or designee will make a decision regarding closing the office. A weather emergency is where the county or city restricts travel except for emergency vehicles. In such an emergency, when the office is closed, non-essential employees normally scheduled to work will not be required to report to work and will receive pay for the employee's normal day.

If an employee's scheduled paid leave (e.g., sick leave, personal leave, vacation leave, holiday leave, etc.) coincides with a snow emergency where that employee does not have to report to work, the employee will receive pay for their normal day and the absence will not be charged to their leave balance.

Statewide, there are three (3) snow emergency levels that the County Sheriff can declare.

1. Level I Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Roads are also icy and drivers should use caution.
2. Level II Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Only those who feel it is necessary to drive should be out on the county and township roads. Listen to radio stations and/or contact employers to see if you should report to work.
3. Level III Snow Emergency – All county and township roads are closed to non-emergency personnel. No one should be out unless it is absolutely necessary to travel. All employees should listen to radio stations and/or contact employers to see if they should report to work. Those traveling on county and township roads may subject themselves to arrest.

The above snow emergency levels declared by a sheriff should not be confused with a "State of Emergency" which may be issued by elected officials of the affected jurisdiction (mayor, county commissioners, township trustees, etc.). A State of Emergency is generally not issued unless local resources are not adequate to handle the emergency or disaster and state assistance is needed. The office will automatically be closed to the public during a declared Level III Snow Emergency or when a State of Emergency is declared in Belmont County.

- B. During a countywide emergency, employees shall comply with the following:
 1. Employees and the general public may be advised not to leave the premises because of severe weather or other emergency conditions continuing after regular working hours. Remaining on the premises after hours will not entitle employees to overtime compensation or compensatory time unless they remain at work because they are required by department head direction to assist during the emergency situation.
 2. An employee on sick leave or vacation status at a time of emergency closing will not be affected and will have his/her sick leave or vacation account charged accordingly.
 3. Part-time employees who are scheduled to work will be treated in the same manner as full-time employees for purposes of this section. (Hours paid will not exceed the employee's scheduled number of work hours.)
 4. Certain designated employees of the Employer may be considered essential employees under this section and are responsible for responding to emergency situations and snow/ice removal as directed.
- C. Employees who are not able to report to work due to weather conditions when no weather emergency has been declared may, at their supervisor's direction, make up the lost hours within the same workweek or use other available leave time not including sick leave.
- D. Notwithstanding the provisions above, the Employer retains the right to close the department offices, or to remain open during periods of inclement weather or other emergency conditions, at his/her discretion and based upon operational needs and work load requirements. Employees required to work during emergency conditions shall not be entitled to any additional compensation.

ARTICLE 35

UNIFORMS

Section 35.01. Employees will be provided five (5) new shirts annually. With approval of the employee's supervisor, additional shirts may be provided to replace shirts that have become ruined through employee's performance of his or her work duties.

Section 35.02. Employees in the Maintenance classification shall receive a boot allowance in the amount of five hundred dollars (\$500). Such payment shall be made in each of the following: the first full pay period after execution of this Agreement, the pay period including March 1, 2020, and the pay period including March 1, 2021. This section shall sunset at the end of this Agreement.

March 6, 2019

**ARTICLE 36
DURATION OF AGREEMENT**

Section 36.01. This Agreement shall be effective upon execution of the Agreement, and shall remain in full force and effect until midnight, February 28, 2022.

Section 36.02. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations upon receiving notice of intent.

Section 36.03. Should either party desire to terminate this Agreement they shall give written notice by certified mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in Section 34.01.

Section 36.04. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 36.05. This Agreement constitutes the entire Agreement between the parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 6th day of March _____, 2019.
FOR BELMONT COUNTY, OH BOARD OF COMMISSIONERS:

Josh Meyer, President

J.P. Dutton, Commissioner

Jerry Echemann, Commissioner
APPROVED AS TO FORM:

Dave Liberati, Assistant County Prosecutor
FOR AFSCME:

AFSCME Representative

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

APPENDIX A

Pay Scale before Annual Increases:		
Classification:	Step No.	
Housekpg/Maint	1	10.98
	2	11.34
	3	11.71
	4	12.11
	5	12.51
	6	12.94
	7	13.38
Maint/Hskpg	1	11.35
	2	11.73
	3	12.12
	4	12.53
	5	12.95
	6	13.39
	7	13.85

Hourly rates effective beginning of pay period following/including:			
Step No.	Execution	March 1, 2020	March 1, 2021
HK/Maint	\$0.50 increase	\$0.50 increase	\$0.75 increase
1	11.48	11.98	12.73
2	11.84	12.34	13.09
3	12.21	12.71	13.46
4	12.61	13.11	13.86
5	13.01	13.51	14.26
6	13.44	13.94	14.69
7	13.88	14.38	15.13
Maint/HK	\$0.75 increase	\$1.00 increase	\$1.25 increase
1	12.10	13.10	14.35
2	12.48	13.48	14.73

March 6, 2019

3	12.87	13.87	15.12
4	13.28	14.28	15.53
5	13.70	14.70	15.95
6	14.14	15.14	16.39
7	14.60	15.60	16.85

SIDE LETTER

The County intends to add an additional maintenance classification. Upon creation of this classification, the County will meet with the Union to bargain the wage rate. Both parties agree to joint petition SERB for amendment of the bargaining unit at that time.

Upon roll call the vote was as follows:

Mr. Meyer Yes

Mr. Echemann Yes

Mr. Dutton Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:21 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 1:21 p.m.

Upon roll call the vote was as follows:

Mr. Meyer Yes
Mr. Echemann Yes
Mr. Dutton Yes

Read, approved and signed this 13th day of March, 2019.

Josh Meyer /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Jerry Echemann /s/ _____

We, Josh Meyer 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.

Josh Meyer /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK