

St. Clairsville, Ohio

June 5, 2019

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 \$460,178.37**

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**

| <b>FROM</b>                                | <b>TO</b>                           | <b>AMOUNT</b> |
|--|-------------------------------------|---------------|
| E-0063-A002-B25.002 Salaries-Employees     | E-0063-A002-B30.000 Other Expenses  | \$2,000.00    |
| E-0131-A006-A04.002 Salaries-Road Deputies | E-0131-A006-A08.000 Food            | \$30,000.00   |
| E-0131-A006-A04.002 Salaries-Road Deputies | E-0131-A006-A12.000 Travel-Gasoline | \$15,000.00   |
| E-0131-A006-A04.002 Salaries-Road Deputies | E-0131-A06-A17.012 Cruiser-Repairs  | \$10,000.00   |

**S30 OAKVIEW JUVENILE REHABILITATION**

| <b>FROM</b>                        | <b>TO</b>                          | <b>AMOUNT</b> |
|------------------------------------|------------------------------------|---------------|
| E-8010-S030-S67.004 Workers Comp   | E-8010-S030-S58.000 Communications | \$4,946.66    |
| E-8010-S030-S69.007 Unemployment   | E-8010-S030-S58.000 Communications | \$5,100.00    |
| E-8010-S030-S67.004 Workers Comp   | E-8010-S030-S60.000 Maintenance    | \$12,200.00   |
| E-8010-S030-S59.000 Fuel/Utilities | E-8010-S030-S63.000 General        | \$3,300.00    |
| E-8010-S030-S67.004 Workers Comp   | E-8010-S030-S66.003 PERS           | \$7,200.00    |

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 WATER WORKS FUNDS AND O60 WATER BOND RETIREMENT/BCWSD**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-3702-P005-P34.074 Transfers Out | R-9260-O060-O04.574 Transfers In | \$132,000.00  |

**P53 SSD FUND AND O61 SEWER BOND RETIREMENT/BCWSD**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-3705-P053-P16.074 Transfers Out | R-9261-O061-O04.574 Transfers In | \$15,000.00   |

**P05 WATER WORKS FUND AND OTHER VARIOUS FUNDS/BCWSD**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-3702-P005-P34.074 Transfers Out | R-9206-O009-O08.574 Transfers In | \$38,000.00   |
| E-3702-P005-P34.074 Transfers Out | R-9251-O051-O10.574 Transfers In | \$65,000.00   |
| E-3702-P005-P34.074 Transfers Out | R-9252-O052-O10.574 Transfers In | \$24,000.00   |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the June 05, 2019 meeting:

**A00 GENERAL FUND**

|                     |                              |            |
|---------------------|------------------------------|------------|
| E-0051-A001-A52.000 | Admin Exp-Lodging Excise Tax | \$3,000.00 |
|---------------------|------------------------------|------------|

**O12 SSD #2-NEFFS BOND RETIREMENT/BCWSD**

|                     |                      |            |
|---------------------|----------------------|------------|
| E-9312-O012-O01.050 | Principal Loan Pymts | \$8,305.82 |
|---------------------|----------------------|------------|

**O60 WATER BOND RETIREMENT/BCWSD**

|                     |                      |              |
|---------------------|----------------------|--------------|
| E-9260-O060-O01.050 | Principal Loan Pymts | \$132,000.00 |
|---------------------|----------------------|--------------|

**O61 SEWER BOND RETIREMENT/BCWSD**

|                     |                      |             |
|---------------------|----------------------|-------------|
| E-9261-O061-O01.050 | Principal Loan Pymts | \$15,000.00 |
|---------------------|----------------------|-------------|

**W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM**

|                     |                 |            |
|---------------------|-----------------|------------|
| E-1511-W080-P01.002 | Salary          | \$3,777.76 |
| E-1511-W080-P05.003 | PERS            | \$560.00   |
| E-1511-W080-P07.006 | Hospitalization | \$1,000.00 |
| E-1511-W080-P15.000 | Rent            | \$608.00   |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS FOR MAY & JUNE 2019**

June 5, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for Hospitalization Chargebacks for May & June, 2019.

| From:               |                             | To:                 |            |
|---------------------|-----------------------------|---------------------|------------|
| NUMBER              | ACCOUNT                     | NUMBER              | AMOUNT     |
| E-0170-A006-G10.000 | PUBLIC DEFENDER             | R-9891-Y091-Y01.500 | 9,284.76   |
| E-0181-A003-A11.000 | BD OF ELECTIONS             | R-9891-Y091-Y01.500 | 15,202.44  |
| E-0300-A008-B01.002 | CHEST CLINIC                | R-9891-Y091-Y01.500 | 0.00       |
| E-0910-S033-S47.006 | DETENTION HOME              | R-9891-Y091-Y01.500 | 39,536.70  |
| E-1210-S078-S14.006 | COUNTY RECORDER             | R-9891-Y091-Y01.500 | 0.00       |
| E-1310-J000-J06.000 | REAL ESTATE                 | R-9891-Y091-Y01.500 | 14,080.08  |
| E-1410-W082-T07.006 | DRETAC-TREAS                | R-9891-Y091-Y01.500 | 0.00       |
| E-1511-W080-P07.006 | PROS-VICTIM                 | R-9891-Y091-Y01.500 | 2,958.84   |
| E-1518-S075-S03.002 | MHAS SUBSIDY GRANT          | R-9891-Y091-Y01.500 | 1,479.42   |
| E-1520-S077-S04.006 | CORRECTIONS ACT             | R-9891-Y091-Y01.500 | 4,438.26   |
| E-1544-S054-S05.000 | COMMON PLEAS/GEN SP/<br>MED | R-9891-Y091-Y01.500 | 0.00       |
| E-1600-B000-B13.006 | DOG & KENNEL                | R-9891-Y091-Y01.500 | 9,284.76   |
| E-1600-B000-B13.006 | D/K AUDITOR CLERK           | R-9891-Y091-Y01.500 | 0.00       |
| E-1810-L001-L14.000 | SOIL CONSERVATION           | R-9891-Y091-Y01.500 | 2,958.84   |
| E-1815-L005-L15.006 | WATERSHED COORD.            | R-9891-Y091-Y01.500 | 984.26     |
| E-2310-S049-S63.000 | MENTAL HEALTH               | R-9891-Y091-Y01.500 | 8,876.52   |
| E-2410-S066-S80.000 | MENTAL RETARDATION          | R-9891-Y091-Y01.500 | 131,158.98 |
| E-2510-H000-H16.006 | HUMAN SERVICES              | R-9891-Y091-Y01.500 | 171,646.22 |
| E-2760-H010-H12.006 | CHILD SUPPORT               | R-9891-Y091-Y01.500 | 18,419.68  |
| E-2811-K200-K10.006 | K-1                         | R-9891-Y091-Y01.500 | 2,958.84   |
| E-2811-K200-K10.006 | K-2                         | R-9891-Y091-Y01.500 | 4,081.20   |
| E-2812-K000-K20.006 | K-11                        | R-9891-Y091-Y01.500 | 54,483.84  |
| E-2813-K000-K39.006 | K-25                        | R-9891-Y091-Y01.500 | 17,038.92  |
| E-4110-T075-T52.008 | WIC                         | R-9891-Y091-Y01.500 | 3,550.60   |
| E-5005-S070-S06.006 | SENIOR SERVICE PROG         | R-9891-Y091-Y01.500 | 97,540.56  |
| E-6010-S079-S07.006 | CLRK OF COURTS              | R-9891-Y091-Y01.500 | 9,284.76   |
| E-1561-S086-S03.006 | Northern Court-Special      | R-9891-Y091-Y01.500 | 2,958.84   |
| E-1571-S087-S03.006 | Eastern Court - Special     | R-9891-Y091-Y01.500 | 2,958.84   |
| E-1551-S088S03.006  | Western Court-Special       | R-9891-Y091-Y01.500 | 2,958.84   |
| E-8010-S030-S68.006 | OAKVIEW JUVENILE            | R-9891-Y091-Y01.500 | 35,914.32  |
| E-9799-S012-S02.006 | Port Authority              | R-9891-Y091-Y01.500 | 1,122.36   |
|                     | <b>WATER DEPARTMENT</b>     |                     |            |
| E-3702-P005-P31.000 | WWS #3 Revenue              | R-9891-Y091-Y01.500 | 52,422.93  |

|                     |                                   |                     |           |
|---------------------|-----------------------------------|---------------------|-----------|
| E-3705-P053-P15.000 | SSD #2 Revenue                    | R-9891-Y091-Y01.500 | 15,426.87 |
|                     | <b>COUNTY HEALTH</b>              |                     |           |
| E-2210-E001-E15.006 | County Health                     | R-9891-Y091-Y01.500 | 11,590.04 |
| E-2233-F085-F01.002 | Child & Family Health Services    | R-9891-Y091-Y01.500 | 295.88    |
| E-2211-F069-F04.000 | Trailer Park                      | R-9891-Y091-Y01.500 | 220.92    |
| E-2227-F074-F06.000 | Home Sewage Treatment Syst.       | R-9891-Y091-Y01.500 | 3,204.56  |
| E-2213-F075-F02.003 | Vital Stats                       | R-9891-Y091-Y01.500 | 3,591.44  |
| E-2231-F083-F01.002 | Public Health Em Preparedness     | R-9891-Y091-Y01.500 | 763.18    |
| E-2232-F084-F02.008 | Visiting Nurse                    | R-9891-Y091-Y01.500 | 2,768.08  |
| E-2215-F077-F01.002 | Reproductive Health & Wellness    | R-9891-Y091-Y01.500 | 579.54    |
| E-2216-F078-F02.002 | Tobacco                           | R-9891-Y091-Y01.500 | 0.00      |
| E-2236-F088-F01.002 | Get Vaccinated Program            | R-9891-Y091-Y01.500 | 591.76    |
| E-2218-G000-G06.003 | Food Services                     | R-9891-Y091-Y01.500 | 4,917.74  |
| E-2230-F082-F01.002 | Personal Responsibility Ed. Prog. | R-9891-Y091-Y01.500 | 295.88    |
| E-2219-N050-N05.000 | Water Systems                     | R-9891-Y091-Y01.500 | 346.30    |
| E-2220-P070-P01.002 | Swimming Pools/Spa                | R-9891-Y091-Y01.500 | 239.56    |
|                     | <b>Juv Court/Grants</b>           |                     |           |
| E-0400-M067-M05.008 | Alternative School                | R-9891-Y091-Y01.500 | 1,122.36  |
| E-0400-M060-M64.008 | Care and Custody                  | R-9891-Y091-Y01.500 | 0.00      |
| E-0400-M060-M29.008 | Care & Custody (C-Cap)            | R-9891-Y091-Y01.500 | 1,122.36  |
| E-0400-M060-M75.008 | Care & Cust. (Substance Abuse)    | R-9891-Y091-Y01.500 | 0.00      |
| E-0400-M078-M02.008 | Title IV-E Reimbursement          | R-9891-Y091-Y01.500 | 10,158.58 |

TOTALS 774,819.66

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR MAY, 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 May 2019.

**Gross Wages P/E 5/11/19 THRU 5/25/19**

| General Fund           | FROM                | TO                  |                 |
|------------------------|---------------------|---------------------|-----------------|
| AUDITOR                | E-0011-A001-B09.003 | R-9895-Y095-Y01.500 | <b>5,212.10</b> |
| AUD EMPL-PERS PROP     | E-0012-A001-B14.003 | R-9895-Y095-Y01.500 | <b>851.20</b>   |
| AUD EMPL-REAL PROP     | E-0013-A001-B18.003 | R-9895-Y095-Y01.500 | <b>873.53</b>   |
| CLERK OF COURTS        | E-0021-A002-E09.003 | R-9895-Y095-Y01.500 | <b>3,200.06</b> |
| CO. CT. EMPL           | E-0040-A002-G08.003 | R-9895-Y095-Y01.500 | <b>5,021.61</b> |
| CO CT. APPT EMP-JUDGES | E-0042-A002-J02.003 | R-9895-Y095-Y01.500 | <b>219.30</b>   |
| COMMISSIONERS          | E-0051-A001-A25.003 | R-9895-Y095-Y01.500 | <b>6,358.69</b> |
| NURSES-JAIL            | E-0052-A001-A91.003 | R-9895-Y095-Y01.500 | <b>3,503.18</b> |
| COMM-DIS SERV          | E-0054-A006-F05.003 | R-9895-Y095-Y01.500 | <b>1,260.70</b> |

|                              |                     |                     |                   |
|------------------------------|---------------------|---------------------|-------------------|
| COMM-MAINT & OP              | E-0055-A004-B16.003 | R-9895-Y095-Y01.500 | <b>6,119.42</b>   |
| 9-1-1 DEPT                   | E-0056-A006-E08.003 | R-9895-Y095-Y01.500 | <b>8,424.49</b>   |
| LEPC                         | E-0058-A006-F02.003 | R-9895-Y095-Y01.500 | <b>116.46</b>     |
| ANIMAL SHELTER               | E-0057-A006-F05.003 | R-9895-Y095-Y01.500 | <b>472.41</b>     |
| COMM PLEAS CT EMPL           | E-0061-A002-B14.003 | R-9895-Y095-Y01.500 | <b>4,386.52</b>   |
| MAGISTRATE                   | E-0063-A002-B28.003 | R-9895-Y095-Y01.500 | <b>1,171.24</b>   |
| ENGINEERS EMPL               | E-0070-A012-A08.003 | R-9895-Y095-Y01.500 | <b>1,953.76</b>   |
| PROBATE CT EMPL              | E-0081-A002-D10.003 | R-9895-Y095-Y01.500 | <b>1,829.96</b>   |
| PROBATE CT JUV EMPL          | E-0082-A002-C36.003 | R-9895-Y095-Y01.500 | <b>6,667.67</b>   |
| PROSECUTING ATTN             | E-0111-A001-E09.003 | R-9895-Y095-Y01.500 | <b>7,224.48</b>   |
| RECORDER                     | E-0121-A006-B09.003 | R-9895-Y095-Y01.500 | <b>3,765.44</b>   |
| SHERIFF'S (PERS)             | E-0131-A006-A13.003 | R-9895-Y095-Y01.500 | <b>20,444.18</b>  |
| TREASURER                    | E-0141-A001-C09.003 | R-9895-Y095-Y01.500 | <b>1,809.23</b>   |
| CORONER                      | E-0151-A002-F07.003 | R-9895-Y095-Y01.500 | <b>930.90</b>     |
| SOLDIER'S RELIEF             | E-0160-A009-D07.003 | R-9895-Y095-Y01.500 | <b>3,597.59</b>   |
| PUBLIC DEFENDER              | E-0170-A006-G09.003 | R-9895-Y095-Y01.500 | <b>2,650.22</b>   |
| BD OF ELECT/EMPLY            | E-0181-A003-A09.003 | R-9895-Y095-Y01.500 | <b>2,769.50</b>   |
| POLL WORKERS                 | E-0181-A003-A09.003 | R-9895-Y095-Y01.500 | <b>36.12</b>      |
| BUDGET COMM                  | E-0210-A001-F02.003 | R-9895-Y095-Y01.500 | <b>32.00</b>      |
| T. B. SAN                    | E-0300-A008-B10.003 | R-9895-Y095-Y01.500 | <b>338.45</b>     |
|                              |                     |                     | <b>101,240.41</b> |
| DOG & KENNEL                 | E-1600-B000-B08.003 | R-9895-Y095-Y01.500 | <b>1,117.30</b>   |
| COUNTY HEALTH                | E-2210-E001-E10.003 | R-9895-Y095-Y01.500 | <b>2,161.47</b>   |
| Trailer Parks                | E-2211-F069-F04.000 | R-9895-Y095-Y01.500 | <b>73.21</b>      |
| Home Sewage Treatment Sys    | E-2227-F074-F06.000 | R-9895-Y095-Y01.500 | <b>575.09</b>     |
| Vital Statistics             | E-2213-F075-F02.003 | R-9895-Y095-Y01.500 | <b>452.52</b>     |
| Public Health Infrastructure | E-2214-F076-F01.002 | R-9895-Y095-Y01.500 | <b>0.00</b>       |
| Family Planning              | E-2215-F077-F01.002 | R-9895-Y095-Y01.500 | <b>541.07</b>     |
| Tobacco Program              | E-2216-F078-F02.002 | R-9895-Y095-Y01.500 | <b>0.00</b>       |
| CDC Lead                     | E-2228-F080-F01.002 | R-9895-Y095-Y01.500 | <b>0.00</b>       |
| PREP                         | E-2230-F082-F01.002 | R-9895-Y095-Y01.500 | <b>467.92</b>     |
| PHEP                         | E-2231-F083-F01.002 | R-9895-Y095-Y01.500 | <b>463.77</b>     |
| NURSING PROGRAM              | E-2232-F084-F02.008 | R-9895-Y095-Y01.500 | <b>514.23</b>     |
| Child & Family Health Serv   | E-2233-F085-F01.002 | R-9895-Y095-Y01.500 | <b>504.46</b>     |
| Safe Communities Program     | E-2234-F086-F02.008 | R-9895-Y095-Y01.500 | <b>0.00</b>       |
| Get Vaccinated Program       | E-2236-F088-F01.002 | R-9895-Y095-Y01.500 | <b>117.88</b>     |
| Water System                 | E-2219-N050-N05.000 | R-9895-Y095-Y01.500 | <b>94.48</b>      |
| Food Service                 | E-2218-G000-G06.003 | R-9895-Y095-Y01.500 | <b>1,277.09</b>   |
| HUMAN SERVICES               | E-2510-H000-H12.003 | R-9895-Y095-Y01.500 | <b>49,338.96</b>  |
| HS/FLOOD GRANT               | E-2600-H005-H11.000 | R-9895-Y095-Y01.500 | <b>2,754.36</b>   |
| C.S.E.A.                     | E-2760-H010-H07.003 | R-9895-Y095-Y01.500 | <b>6,260.65</b>   |
| R.E. ASSESSMENT              | E-1310-J000-J04.003 | R-9895-Y095-Y01.500 | <b>3,713.72</b>   |
| ENGINEER K-1 & K-2           | E-2811-K000-K08.003 | R-9895-Y095-Y01.500 | <b>4,154.68</b>   |
| ENG EMP-MVGT K-11            | E-2812-K000-K21.003 | R-9895-Y095-Y01.500 | <b>13,550.87</b>  |
| ENG EMP-BRIDGE K-25          | E-2813-K000-K34.003 | R-9895-Y095-Y01.500 | <b>4,537.16</b>   |
| SOIL CONSERVATION            | E-1810-L001-L11.003 | R-9895-Y095-Y01.500 | <b>1,216.32</b>   |
| Watershed Coordinator        | E-1815-L005-L11.003 | R-9895-Y095-Y01.500 | <b>324.80</b>     |
| Care and Custody-C-Cap       | E-0400-M060-M26.003 | R-9895-Y095-Y01.500 | <b>1,313.77</b>   |
| Care and Custody-truancy     | E-0400-M060-M61.003 | R-9895-Y095-Y01.500 | <b>0.00</b>       |

|                          |                     |                     |                   |
|--------------------------|---------------------|---------------------|-------------------|
| INTAKE COORDINATOR       | E-0400-M062-M03.002 | R-9895-Y095-Y01.500 | <b>0.00</b>       |
| Alternative School       | E-0400-M067-M02.003 | R-9895-Y095-Y01.500 | <b>411.58</b>     |
| PLACEMENT II             | E-0400-M075-M03.002 | R-9895-Y095-Y01.500 | <b>1,031.84</b>   |
| Title IV-E               | E-0400-M078-M02.008 | R-9895-Y095-Y01.500 | <b>2,072.01</b>   |
| WW#3                     | E-3702-P005-P29.003 | R-9895-Y095-Y01.500 | <b>15,649.73</b>  |
| SSD#2                    | E-3705-P053-P13.003 | R-9895-Y095-Y01.500 | <b>3,692.09</b>   |
| Bel Co Port Authority    | E-9799-S012-S08.003 | R-9895-Y095-Y01.500 | <b>1,400.00</b>   |
| OAKVIEW-JUVENILE         | E-8010-S030-S66.003 | R-9895-Y095-Y01.500 | <b>8,193.72</b>   |
| DIST DET HOME            | E-0910-S033-S44.003 | R-9895-Y095-Y01.500 | <b>8,565.93</b>   |
| MENTAL HEALTH            | E-2310-S049-S60.003 | R-9895-Y095-Y01.500 | <b>3,247.68</b>   |
| COMM PLEAS/MEDIATION SRV | E-1544-S054-S02.003 | R-9895-Y095-Y01.500 | <b>320.38</b>     |
| MENTAL RETARDATION       | E-2410-S066-S76.003 | R-9895-Y095-Y01.500 | <b>34,151.25</b>  |
| Bel Co Senior Programs   | E-5005-S070-S02.003 | R-9895-Y095-Y01.500 | <b>17,426.18</b>  |
| MHAS SUBSIDY GRANT       | E-1518-S075-S03.002 | R-9895-Y095-Y01.500 | <b>589.62</b>     |
| CORRECTIONS ACT GRNT     | E-1520-S077-S03.003 | R-9895-Y095-Y01.500 | <b>735.78</b>     |
| CLRK CRTS-TITLE DEPT     | E-6010-S079-S06.003 | R-9895-Y095-Y01.500 | <b>2,452.96</b>   |
| EASTERN CRT-COMPUTER     | E-1570-S084-S11.003 | R-9895-Y095-Y01.500 | <b>268.80</b>     |
| NORTHERN CRT-SPECIAL     | E-1561-S086-S02.003 | R-9895-Y095-Y01.500 | <b>651.82</b>     |
| EASTERN CRT-SPECIAL      | E-1571-S087-S02.003 | R-9895-Y095-Y01.500 | <b>573.40</b>     |
| WEST CRT-SPECIAL         | E-1551-S088-S02.003 | R-9895-Y095-Y01.500 | <b>671.52</b>     |
| COMMON PLEAS CRT-SPEC    | E-1572-S089-S07.003 | R-9895-Y095-Y01.500 | <b>0.00</b>       |
| JUV COURT - GEN SPEC     | E-1589-S096-S09.000 | R-9895-Y095-Y01.500 | <b>98.03</b>      |
| WIC PROGRAM              | E-4110-T075-T52.008 | R-9895-Y095-Y01.500 | <b>1,657.32</b>   |
| LAW LIBRARY              | E-9720-W020-W03.003 | R-9895-Y095-Y01.500 | <b>323.08</b>     |
| PROS-VICTIM PROGRAM      | E-1511-W080-P05.003 | R-9895-Y095-Y01.500 | <b>559.54</b>     |
| DRETAC-PROSECUTOR        | E-1510-W081-P05.003 | R-9895-Y095-Y01.500 | <b>603.08</b>     |
| DRETAC-TREASURER         | E-1410-W082-T05.003 | R-9895-Y095-Y01.500 | <b>1,307.25</b>   |
|                          |                     |                     | <b>303,420.78</b> |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Meyer, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **ADMINISTRATION FEE LODGING TAX/GENERAL FUND-\$3,000.00** deposited into R-0050-A000-A03.500 on May 28, 2019.

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 June 5, 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:  
**AUDITOR'S**-Larry Craig to Cleveland, OH, on June 18-21, 2019, to attend the C.A.A.O Summer Conference. Estimated expenses: \$500.00.  
**COURT OF COMMON PLEAS/PROBATE & JUVENILE DIV.**-Jennifer Shunk to Columbus, OH, on June 11, 2019, to attend the IV E Roundtable meeting. Dave Carter to Columbus, OH, on July 23-26, 2019, to attend the Court Management training.  
**DJFS**-Michael Schlantz to Marietta, OH, on June 14, 2019, to attend the Workforce meeting.  
**ENGINEER'S**-Terry Lively and Daniel Boltz to Columbus, OH, on August 20-21, 2019, to attend the 2019 Ohio Bridge Conference & Trade Show. Estimated expenses: \$800.00.

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 May 22 & May 29, 2019.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**IN THE MATTER OF HOLDING A TOWN HALL MEETING**

Motion made by Mr. Meyer, seconded by Mr. Echemann to hold a Town Hall meeting on Thursday, June 13, 2019, at 6:00 p.m. at the Martins Ferry Library, 20 S. 5<sup>th</sup> Street, Martins Ferry, OH, 43935, and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**IN THE MATTER OF APPROVING THE PURCHASE OF VEHICLES FOR COURT OF COMMON PLEAS, JUVENILE/PROBATE DIVISION**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the purchase of the following vehicles through the State of Ohio Cooperative Purchasing Contract, based upon the recommendation of Judge Albert Davies, Court of Common Pleas, Juvenile/Probate Division:

- o Two (2) 2019 Dodge Chargers for the Juvenile Court Probation Department for a total cost of \$52,559.20
- o One (1) 12 passenger Ford van for the CCAP program for a total cost of \$31,229.50

*Note: These will be replacing existing vehicles and will be purchased with the Court's M78 RMS IVE Fund grant monies. The old van will be given to the Adult Probation Department and the old Impalas will be given to the County Courts for use by their probation officers.*

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**IN THE MATTER OF SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR TINA STEADMAN/BELOMAR**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Tina Steadman for a mortgage deed dated December 7, 2000, as recorded in Volume 0784 pages 95-97 in the Belmont County Recorder's Office based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

**SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT**

The undersigned hereby certifies that a certain mortgage deed(s) dated December 7, 2000, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0784 at pages 95-97, and executed by Tina Steadman to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

6-5-19  
Date

Belmont County Commissioners:

By: Josh Meyer /s/  
Josh Meyer, President  
Jerry Echemann /s/  
Jerry Echemann  
J. P. Dutton /s/  
J. P. Dutton

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**IN THE MATTER OF THE VACATION OF A PORTION OF CROW ROAD (TWP-233) WASHINGTON TWP. SEC. 30, T-5, R-4/RD IMP 1175**

**Office of County Commissioners**

**Belmont County, Ohio**

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 5th day of June, 2019, at the office of the Commissioners with the following members present:

Mr. Meyer  
Mr. Echemann  
Mr. Dutton

**RESOLUTION – ORDER TO CLOSE ROAD**

Sec. 5553.10 O.R.C.

Mr. Meyer moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of May 22, 2019, and a copy of this resolution be forwarded to the Washington Township Trustees.

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

|                     |            |
|---------------------|------------|
| <u>Mr. Meyer</u>    | <u>Yes</u> |
| <u>Mr. Echemann</u> | <u>Yes</u> |
| <u>Mr. Dutton</u>   | <u>Yes</u> |

Adopted the 5th day of June, 2019.

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

1. "locating," "establishing," "altering," "widening," "straightening," "vacating" or "changing the direction of."

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 3 FROM BEDWAY DEVELOPMENT CORPORATION/ BUILDING RENOVATION PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve Pay Request Number 3 (through 5/31/19) from Bedway Development Corporation, in the amount of \$520,114.23 for the Belmont County Building Renovation project.

Upon roll call the vote was as follows:

June 5, 2019

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**IN THE MATTER OF APPROVING THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR BEDWAY DEVELOPMENT CORPORATION/BUILDING RENOVATION PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Certificate of Substantial Completion for Bedway Development Corporation for the Belmont County Building Renovation Project, based upon the recommendation of Thomas Worlledge, McKinley Architecture & Engineering.

*Date of Substantial Completion: June 3, 2019.*

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

Mr. Meyer said construction went well. He added Bedway did a fantastic job, in conjunction with McKinley. Board of Elections started moving in yesterday and should complete the move today. Clerk of Courts Title Office plans to move in mid-July. He noted the final completion date will be July 17, based upon getting the new air conditioning units installed.

**IN THE MATTER OF APPROVING QUOTE NUMBER 825 FROM DIGITAL DATA COMMUNICATIONS, INC/COMMISSIONERS**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve Quote Number 825 from Digital Data Communications, Inc., in the amount of \$3,482.20 for one (1) 12TB NAS for backup retention for the Belmont County Commissioners.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**IN THE MATTER OF APPROVING BUSINESS SERVICE ORDER AGREEMENT WITH COMCAST BUSINESS/ANIMAL SHELTER**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Business Service Order Agreement with Comcast Business for phone and internet service at the Belmont County Animal Shelter in the amount of \$311.60 monthly, for a three-year term, with a one-time installation charge of \$179.70.

*Note: Phone equipment is included.*

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 GULFPORT ENERGY CORPORATION/ENGINEERS**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Gulfport Energy Corporation, effective June 5, 2019, for production activity at 4.4 miles of CR 102 (Johnson Ridge Road) at various pads.

*Note: Bond No. SUR0054325 for \$880,000 on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PRODUCTION 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 Gulfport Energy Corporation, whose address is 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to continue production of the Various pads including the hauling of liquids involved in the production of the Various pads (hereafter collectively referred to as "oil and gas development site") located in Somerset Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 4.4 miles of CR 102, Johnson Ridge Road for the purpose of ingress to and egress from the Various pads for traffic necessary for the purpose of removing liquids from the Various pads (hereinafter referred to collectively as "Production activities"); 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 Production Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Production Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Production 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 for the Production Activity, prior to the start of Production 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 102, Johnson Ridge Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 800 and going west for approximately 4.4 miles to the intersection with CR 128, Boston Road. ~~It is understood and agreed that the Operator shall not utilize any of the remainder of CR \_\_\_\_\_ for any of its Production Activities hereunder.~~

2. The portion of CR/TR (\_\_\_\_\_), to be utilized by Operator hereunder, is that exclusive portion beginning ~~at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR \_\_\_\_\_ for any of its Production Activities hereunder.~~

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Production 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 Production Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by

the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.

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

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

6. Unless excepted for the reasons provided below, prior to the Production Activity on the designated Route, 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 Production Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$880,000 & 00/100 DOLLARS (\$200,000.00) per mile. 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.

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

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

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

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that 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.

11. 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.

12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.

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

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

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

16. This Agreement shall be in effect on June 5, 2019.

Executed in duplicate on the dates set forth below.

**Authority**

By: Josh Meyer /s/  
Commissioner

By: Jerry Echemann /s/  
Commissioner

By: J. P. Dutton /s/  
Commissioner

By: Terry Lively /s/  
Terry Lively, County Engineer

Dated: 6-5-19

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

County Prosecutor

Upon roll call the vote was as follows:

**Operator**

By: Doug Schrantz /s/

Printed name: Doug Schrantz

Company Name: Gulfport Energy Corporation

Title: Director of Infrastructure

Dated: 5-1-19

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**IN THE MATTER OF ENTERING INTO TWO ROADWAY USE MAINTENANCE AGREEMENTS WITH BLUE RACER MIDSTREAM, LLC/ENGINEERS**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into two (2) Roadway Use Maintenance Agreements with Blue Racer Midstream, LLC, effective June 5, 2019, for pipeline activity at the following sites:

- 1. 1.13 mi. of CR-64 (Shepherdstown Road) at the Matusek Pipeline project.
- 2. 3.17 mi. of CR-56 (Vineyard Road) at the Crowie 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 Wheeling Township, 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 facilities named the Matusek Pipeline Project, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the Matusek Pipeline Project located in Wheeling Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 1.13 miles of CR-64 (Shepherdstown Road), for the purpose of ingress to and egress from the pipeline facilities named the Matusek 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

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

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

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

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

1. The portion of CR-64 (Shepherdstown Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of the said CR-64 (Shepherdstown Road) and Fairpoint-New Athens Road extending northeasterly and ending at the intersection of the said CR-64 (Shepherdstown Road) and TR-216 (Fairpoint-Shepherdstown Road). It is understood and agreed that the Operator shall not utilize any of the remainder of the portion of CR-64 (Shepherdstown 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 June 5, 2019.

Executed in triplicate on the dates set forth below.

**Authority**

**Operator**

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: 6-5-19  
 Approved as to Form:  
David K. Liberati /s/ Assist P.A.  
 Belmont County Prosecutor  
 Dated: 6-5-19  
 Upon roll call the vote was as follows:

By: Windale McCrary /s/  
 Printed name: Windale McCrary  
 Title: Manager – Right of Way  
 Company: Blue Racer Midstream, LLC  
 Dated: 2/20/19

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**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 Richland Township, 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 facilities named the Crowie Pipeline Project, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the Crowie Pipeline Project located in Richland Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 3.17 miles of CR-56 (Vineyard Road), for the purpose of ingress to and egress from the pipeline facilities named the Crowie 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

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

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

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

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

1. The portion of CR-56 (Vineyard Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of the said CR-56 (Vineyard Road) and TR-225 (Williams Road) extending easterly and ending at the intersection of the said CR-56 (Vineyard Road) and Provident Road. It is understood and agreed that the Operator shall not utilize any of the remainder of the portion of CR-56 (Vineyard 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 June 5, 2019.

Executed in triplicate on the dates set forth below.

**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: 6-5-19

Approved as to Form:  
David K. Liberati /s/ Assist P.A.  
Belmont County Prosecutor

Dated: 6-5-19

Upon roll call the vote was as follows:

**Operator**

By: Windale McCrary /s/

Printed name: Windale McCrary

Title: Manager – Right of Way

Company: Blue Racer Midstream, LLC

Dated: 2/20/19

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**BREAK**

**9:30 Steve Williams, Superintendent-Belmont County Board of Developmental Disabilities**

**Re: Department Update**

Present: Steve Williams and Pamela McCort, Communications Director. Mr. Williams presented an overview of his department and their activities. He said they currently serve over 550 families in Belmont County including 107 families in early intervention services which serves children from birth to age three. Mr. Williams said a big issue they are facing is the opioid epidemic. Twenty-five percent of last years’ referrals into their program were children exposed to opioids at birth. They have invested significant resources in that process and currently have fifteen employees dedicated to that process. He said out of home placement is expensive and they try to minimize that by working with Job and Family Services and Juvenile Court to keep the children home. He noted they have over 100 adults working in the community and offer transportation to and from work or the doctor. Mr. Williams explained 60% of every dollar spent is from the federal government and 40% is local money. Mrs. McCort said they are held up at the state level as a model for some of their programs. Mr. Williams said they have 7.5 mills in three continuous levies.

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Cindy Stock, HR Administrative Assistant, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

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 10:15 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 10:15 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-**

**IN THE MATTER OF HIRING KATHRYN SKATULA AS PART-TIME KENNEL STAFF/ANIMAL SHELTER**

Motion made by Mr. Meyer, seconded by Mr. Echemann to hire Kathryn Skatula as part-time Kennel Staff for the Belmont County Animal Shelter at the rate of \$10 per hour, effective June 9, 2019.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**IN THE MATTER OF APPROVING THE PROMOTION OF  
JEFF AZALLION, WATER & SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the promotion of Jeff Azallion from Master Mechanic to Maintenance Manager for Belmont County Water & Sewer District, effective June 9, 2019.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**BREAK**

**IN THE MATTER OF BID OPENING FOR BELMONT COUNTY SARGUS  
JUVENILE DETENTION CENTER ROOF REPLACEMENT PROJECT**

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Sargus Juvenile Detention Center Roof Replacement project, they proceeded to open the following bids:

| <b>NAME</b>  | <b>BID BOND</b> | <b>BID AMOUNT</b>   |
|--|-----------------|---------------------|
| <b>Mansuetto &amp; Sons<br/>116 Wood Street<br/>Martins Ferry, Ohio 43935</b>            | <b>X</b>        | <b>\$279,770.00</b> |
| <b>Kalkreuth Roofing<br/>53-14<sup>th</sup> Street<br/>Wheeling, West Virginia 26003</b> | <b>X</b>        | <b>\$279,000.00</b> |

Present for opening: Jack Regis, Facilities Manager, Justin Dean, Mansuetto & Sons and Geoff Wack and Shawn Marshall, Kalkreuth Roofing. Motion made by Mr. Meyer, seconded by Mr. Echemann to turn over all bids for the Belmont County Sargus Juvenile Detention Center Roof Replacement project to Jack Regis, Facilities Manager, for review and recommendation.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

**IN THE MATTER OF APPROVING REVISED QUOTE FROM  
SIGNS LTD./BUILDING RENOVATION PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve revised quote #11595 from Signs Ltd., in the amount of \$838.02 for two (2) temporary entrance signs and installation at the Belmont County Building Renovation project.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

June 5, 2019

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:10 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 11:10 a.m.  
Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton   | Yes |

Read, approved and signed this 12<sup>th</sup> day of June, 2019.

Josh Meyer /s/\_\_\_\_\_

Jerry Echemann /s/\_\_\_\_\_ COUNTY COMMISSIONERS

J. P. Dutton /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