

St. Clairsville, Ohio

June 24, 2020

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, Commissioners and Bonnie Zuzak, 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. Dutton, 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 \$1,338,956.44**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S51.002 Salaries	\$1,000.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S53.000 Medical	\$600.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S58.000 Communications	\$14,700.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S60.000 Maintenance	\$1,000.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S70.005 Medicare	\$160.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND N29 CAPITAL PROJECTS-FACILITIES FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9713-T071-T08.074 Transfers Out	R-9003-N003-N06.574 Transfers In	\$45,283.01

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 24, 2020:

***CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

**A00 General Fund**

E-0051-A001-A28.000	Other Expenses	\$1,840.00
E-0051-A001-A28.000	Other Expenses	\$2,112.08

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the June 24, 2020 meeting date:

ACCT #	TOWNSHIP	Appropriation Amount
UND AUTO TAX APPROPRIATIONS		
E-9801-Y001-Y01.000	UND AUTO TAX	137,689.86
E-9801-Y001-Y03.000	TOWNSHIP-PERMISSIVE TAX	52,310.25
E-9801-Y001-Y05.000	PEASE TOWNSHIP	2,852.00
E-9801-Y001-Y06.000	GOSHEN TOWNSHIP	888.00
E-9801-Y001-Y07.000	WARREN TOWNSHIP	1,500.00
E-9801-Y001-Y08.000	PULTNEY TOWNSHIP	2,884.00
E-9801-Y001-Y09.000	FLUSHING TOWNSHIP	480.00
E-9801-Y001-Y10.000	COLERAIN TOWNSHIP	1,050.00
E-9801-Y001-Y11.000	KIRKWOOD TOWNSHIP	90.00
E-9801-Y001-Y12.000	MEAD TOWNSHIP	619.50

E-9801-Y001-Y13.000	RICHLAND TOWNSHIP	1,558.50
E-9801-Y001-Y14.000	SMITH TOWNSHIP	351.00
E-9801-Y001-Y15.000	SOMERSET TOWNSHIP	216.00
E-9801-Y001-Y16.000	UNION TOWNSHIP	516.00
E-9801-Y001-Y17.000	WASHINGTON TOWNSHIP	127.50
E-9801-Y001-Y18.000	WAYNE TOWNSHIP	319.50
E-9801-Y001-Y19.000	WHEELING TOWNSHIP	453.00
E-9801-Y001-Y20.000	YORK TOWNSHIP	276.00
	Total Auto Tax	204,181.11
	MUNICIPAL AUTO LICENSE	
E-9802-Y002-Y08.000	MARTINS FERRY	
	COUNTY AUTO LICENSE	
E-9803-Y003-Y01.000	COUNTY AUTO LICENSE	14,684.23
	GASOLINE TAX	
E-9804-Y004-Y01.000	COUNTY GASOLINE TAX	
	INDIGENT APPLICATION FEES	
E-9841-Y041-Y01.000	REMIT TO STATE	
E-9841-Y041-Y02.000	REMIT TO COUNTY	
	Total Indigent Application Fees	0.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the June 24, 2020 meeting date:

**A00 GENERAL FUND**

E-0051-A001-A51.000 Oil & Gas \$6,097.20  
 E-0057-A006-F06.011 Veterinary Services \$1,064.49

**E10 911 FUND**

E-2200-E010-E07.000 Other Expenses \$2,174.70

**E11 9-1-1 WIRELESS FUND**

E-2301-E011-E01.011 Contract Services \$10,611.88

**M60 CARE & CUSTODY-JUVENILE COURT**

E-0400-M060-M25.002 Salaries \$10,963.78  
 E-0400-M060-M26.003 PERS CCAP \$4,094.22  
 E-0400-M060-M27.005 Medicare CCAP \$400.00  
 E-0400-M060-M29.008 Insurance CCAP \$3,000.00  
 E-0400-M060-M80.002 Salaries Diversion \$8,860.20  
 E-0400-M060-M81.003 PERS Diversion \$2,480.80  
 E-0400-M060-M82.005 Medicare Diversion \$400.00

**N03 FEMA FUNDS/ENGINEERS**

E-9003-N003-N03.055 FEMA Eng. Ser. \$45,283.01

**S57 2020 REMOTE TECHNOLOGY GRANT/NORTHERN COURT**

E-1547-S057-S05.012 Equipment Probation \$22,300.00

**T71 FEMA FUNDS/ENGINEERS**

E-9713-T071-T08.074 Transfers Out \$45,283.01

**W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM**

E-1511-W080-P01.002 Salary \$2,892.87  
 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. Echemann Yes  
 Mr. Meyer Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,064.49** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 06-22-2020. (Money was received from Belmont County Cat Stray Shun for the reimbursement of New Horizon Animal Hospital Vet Bills)

**OIL & GAS RECEIPTS JUNE/GENERAL FUND**-deposited into R-0050-A000-A02.500 on dates below:

06/01/2020 \$ 116.91  
06/01/2020 \$ 457.55  
06/01/2020 \$4,156.24  
06/03/2020 \$ 40.27  
06/03/2020 \$1,080.10  
06/18/2020 \$ 228.82  
06/18/2020 \$ 17.31  
TOTAL \$6,097.20

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated June 24, 2020, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 10, 2020 and June 17, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO ROADWAY USE MAINTENANCE AGREEMENT WITH GULFPORT APPALACHIA, LLC/ENGINEERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Gulfport Appalachia, LLC, effective June 24, 2020, for drilling activity at 0.9 miles of CR 100 (McMillan Road) at the Shugert 1 pad.

*Note: No bond needed per County Engineer Terry Lively.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING 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 Appalachia, LLC, 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/township roads within Union 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 develop and operate the Shugert 1 pad including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Shugert 1 pad (hereafter collectively referred to as "oil and gas development site") located in Union Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.9 miles of CR 100, McMillan Road for the purpose of ingress to and egress from the Shugert 1 pad for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Shugert 1 pad (hereinafter referred to collectively as "Drilling 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 Drilling 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-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling 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 Drilling Activity, prior to the start of Drilling 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 100, McMillan Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with US 40 and going south for 0.9 mile to the intersection with CR 98, Badgersburg Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 100 for any of its Drilling 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 Drilling 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 Drilling 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 Drilling 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 Drilling 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 Drilling 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 Drilling 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 Drilling 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 Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of     N/A     & 00/100 DOLLARS (\$    N/A    .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 24, 2020.

Executed in duplicate on the dates set forth below.

**Authority**

By: *J. P. Dutton /s/*

Commissioner

By: *Jerry Echemann /s/*

Commissioner

By: *Josh Meyer /s/*

Commissioner

By: *Terry Lively /s/*

Terry Lively, County Engineer

Dated: 6/24/2020

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

County Prosecutor

**Operator**

By: *Doug Schrantz /s/*

Printed name: Doug Schrantz

Company Name: Gulfport Energy Corporation

Title: Director of Infrastructure

Dated: 6/15/20

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING DUSTIN KIRK AS FULL-TIME COOK/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Dustin Kirk as full-time Cook at Senior Services of Belmont County, effective June 29, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REAPPOINTMENTS TO THE BELMONT COUNTY PORT AUTHORITY BOARD**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following reappointments to the Belmont County Port Authority Board for a four-year term, effective July 20, 2020 through July 19, 2024, pursuant to Ohio Revised Code 4582.03.

**Reappointments:**

Mr. Tim Merryman, Shadyside, OH

June 24, 2020

Mr. Scott Mazzulli, Martins Ferry, OH  
Mr. William Knox, Barnesville, OH

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTING MARY EDITH SAMBUCO  
TO THE BELMONT COUNTY DISTRICT LIBRARY BOARD**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the reappointment of Mrs. Mary Edith Sambuco to the Belmont County District Library Board for a seven-year term, effective July 31, 2020 through July 30, 2027, per ORC 3375.22.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENTS  
TO THE BELMONT COUNTY LOCAL  
EMERGENCY PLANNING COMMITTEE (L.E.P.C.)**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following appointments to the Belmont County Local Emergency Planning Committee (LEPC) pursuant to Ohio Revised Code Section 3750.03, to fill unexpired terms, effective June 16, 2020 through August 14, 2021, and authorize the submittal of their applications to the Ohio EPA/SERC (State Emergency Response Committee) for approval:

**HOSPITAL**

A. Bradley Simms  
*Replaces Mark Ackermann*

E. OH. Hospital Emergency Preparedness Coordinator

**FIRST AID**

Ra Lene Henthorn  
*Replaces Timothy Callahan*

American Red Cross Disaster Program Specialist

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM  
ERB ELECTRIC COMPANY/MEDIATION OFFICES**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the proposal from ERB Electric Company for the following at the Belmont County Mediation offices:

1. Install one (1) new Cat6E Cable drop with surface-mount jack and wire mold, connect to phone system and program phone to customer spec, verify existing jack to be used for phone connect and program into the Belmont County Courthouse phone system in the amount of \$500.00
2. Provide one (1) refurbished Polycom Voice Station 100 conference phone in the amount of \$120.00

Upon roll call the vote was as follows:

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

Mr. Dutton said this motion is in direct result to COVID-19 with Belmont County Mediation. They are doing a lot more via phone, via conference line so upgrades were needed to continue doing some of that work in the future.



**IN THE MATTER OF ENTERING INTO A SUPPLY AGREEMENT  
WITH STATE INDUSTRIAL PRODUCTS CORP/ELECTION BOARD & TITLE OFFICES**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a Supply Agreement with State Industrial Products Corp., effective June 24, 2020 for equipment and cleaning solutions for the Belmont County Election Board and Title offices for a one (1) month term, agreement will automatically renew for successive one (1) month periods unless terminated. The initial cost of the cleaning solution is \$431.50 and will be reordered as needed.

*Note: There is no charge for the equipment.*



State Industrial Products  
5915 Landerbrook Drive, Suite 300  
Mayfield Heights, OH 44124  
To Order Call: 1-866-747-2229  
Fax: 1-888-771-9670  
agreementmaintenance@stateindustrial.com

RECEIVED

JUN 22 2020

**Contract  
Supply Agreement**

Care for Work Environments®

<b>Customer Number:</b>		<b>Sales Contact Main:</b>	Jack Regis
<b>Customer Name:</b>	Belmont County Board of Elections/ Title	<b>Sales Contact Main Job Title:</b>	Facilities Manager
<b>Address:</b>	52180 National Rd	<b>Sales Contact Main Phone:</b>	740.310.3402
<b>City, State, Zip:</b>	St Clairsville Oh 43950	<b>Sales Contact Main Email:</b>	Jack.regis@co.belmont.oh.us
<b>Sales Code:</b>	90100995	<b>Invoice Recipient Name:</b>	Jack Regis
		<b>Invoice Recipient Email:</b>	Jack.regis@co.belmont.oh.us

**Agreement**

This Agreement, between the Customer (Customer) named above and State Industrial Products Corp. (State), is effective for 1 months from the date of acceptance by State. This Agreement will automatically renew for successive 1 month periods following the initial period unless terminated as set forth below.

- 1) Customer shall be responsible for the proper storage and maintenance of materials and dispenser equipment provided under this Agreement. Damaged or lost dispenser equipment provided under this Agreement will be charged to the Customer at the then current list prices. Defective dispenser equipment will be repaired or replaced by State, at State's sole discretion.
- 2) State will provide limited service on all dispensers, including replacement of wearable parts, dispenser installation, set-up and dispenser maintenance during the term of this Agreement.
- 3) The price for products purchased by Customer shall be based on the current contract or corporate Pricing Agreement identified as State of Ohio ("Contract"). Prices will change only if changed under the terms of the Contract or Pricing Agreement. Customer is responsible for any applicable taxes. Payment terms shall be as defined in the referenced contract.
- 4) The Agreement includes only the dispensers, products and services listed on the included Program Equipment and Program Products lists. Additional dispensers, products and services must be purchased separately. Outside of included Equipment Kit Spray Bottles provided by State, Customer will purchase additional spray bottles.
- 5) This Agreement may be discontinued by either party with 30 days advance written notice. In the event this Agreement is discontinued prior to the midpoint of the initial term, Customer will be billed by State \$\_\_\_\_\_ for installed dispensers listed on the included Program Equipment list.
- 6) Customer agrees to only utilize State's products in dispenser equipment provided by State if applicable.
- 7) This Agreement and referenced Contract or Pricing Agreement reflects all of the agreements, understandings, representations, conditions and warranties by and between the parties whether oral or written. This Agreement may not be modified or amended except in writing by both parties. This Agreement is subject to acceptance by State Industrial Products.
- 8) This Agreement shall be deemed to have been entered into in Mayfield Heights, Ohio. Any dispute arising under this Agreement shall be subject to the laws of the state of Ohio. Venue and jurisdiction for resolution of any dispute shall be any court in Northeastern Ohio.

**Acceptance**

Note: Must be signed by both State and Customer

	Accepted by State	Accepted by Customer
<b>Accepted by (signature)</b>		
<b>Printed Name</b>	Jennifer Bowe	Jack Regis
<b>Title</b>	Account Manager	Belmont County Commissioners
<b>Acceptance Date</b>	06/16/2020	06/16/2020 6/24/2020

\*Scanned & emailed to Jennifer Bowe + Jack Regis 6/24/2020



June 24, 2020

RECESS

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:52 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:52 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of July, 2020.

J. P. Dutton /s/ \_\_\_\_\_

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

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

We, J. P. Dutton and Bonnie Zuzak, 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.

J. P. Dutton /s/ \_\_\_\_\_ PRESIDENT

Bonnie Zuzak /s/ \_\_\_\_\_ CLERK