

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 \$391,291.26

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:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0048-A002-K02.010 Supplies	E-0048-A002-K04.000	\$3,000.00

N29 CAPITAL PROJECTS-FACILITIES

FROM	TO	AMOUNT
E-9029-N029-N20.055 Phase II Renovation HP Bldg	E-9029-N029-N03.055 Contract Services	\$250,000.00

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA	\$164.92

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:

P53 SANITARY SEWER DISTRICT FUND AND O03USDA-SSD BOND PAYMENT/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Sewer Revenue *July 2020	R-9200-O003-O08.574 USDA SSD Band Payment	\$19,050.00

P53 SANITARY SEWER DISTRICT FUND AND O03USDA-SSD BOND PAYMENT/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Sewer Revenue *August 2020	R-9200-O003-O08.574 USDA SSD Band Payment	\$19,050.00

P53 SANITARY SEWER DISTRICT FUND AND O04 USDA-SSD BOND PAYMENT RESERVE/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Sewer Revenue	R-9201-O004-O06.0574 USDA SSD Bond Pmt Reserve	\$2,914.51

Upon roll call the vote was as follows:

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

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

INSURANCE CHARGEBACKS FOR THE THIRD QUARTER PERIOD:

JULY, AUGUST AND SEPTEMBER 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Mutual of Omaha Life

Insurance Chargebacks for the Third Quarter (July, August and September 2020)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,824.48
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	41.67
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	51.78
E-1410-W082-T97.006	TREASURER DRETAC	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	38.25
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	155.31
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	297.61
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	37.14

E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	33.75
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	162.80
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	47.25
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	219.63
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	48.15
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	13.50
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	40.50
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	114.75
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	570.08
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	77.64
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	25.63
E-2211-F069-F04.000	Trailer Parks	R-9891-Y091-Y05.500	0.87
E-2227-F074-F06.000	Sewage	R-9891-Y091-Y05.500	9.78
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	6.27
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	9.60
E-2229-F081-F01.001	PHER	R-9891-Y091-Y05.500	1.68
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	2.81
E-2232-F084-F02.008	Nursing Program	R-9891-Y091-Y05.500	10.76
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	12.48
E-2236-F088-F01.002	Get Vaccinated	R-9891-Y091-Y05.500	1.35
E-2237-F089-F01.002	Intergrated Naloxone	R-9891-Y091-Y05.500	4.16
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	15.21
E-2219-N050-N05.000	Water	R-9891-Y091-Y05.500	0.81
E-2220-P070-P01.002	Pools	R-9891-Y091-Y05.500	0.45
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	22.29
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	21.76
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	6.75
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	6.75
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M060-M84.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	6.75
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	20.25
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	11.28
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	6.75
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	
	Total amount this transfer		4,025.98

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF AUGUST & SEPTEMBER 2020**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Delta Dental Chargebacks for the months of August & September 2020.

FROM	TO	TOTAL
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GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	19,056.99
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	384.04
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	394.26
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	205.76
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y07.500	102.88
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	205.76
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	308.64
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,728.18
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y07.500	0.00
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y07.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	524.62
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y07.500	102.88
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	0.00
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	102.88
COMMON PLEAS/GEN SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y07.500	0.00
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	102.88
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	37.70
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	102.88
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	102.88
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	102.88
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	286.27
AUDITOR CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y07.500	0.00
MEDATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y07.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	102.88
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	0.00
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	366.91
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	13.38
PREP	E-2230-F082-F01.002	R-9891-Y091-Y07.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	10.28
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	41.16
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	30.87
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	116.24
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	149.18
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	96.18
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y07.500	174.90
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	89.16
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	202.68
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	12.34
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	6.68
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	294.90
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,594.64
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	102.88
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	102.88
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	346.34
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	205.76
K-25	E-2813-K000-K39-006	R-9891-Y091-Y07.500	102.88
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,744.64
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	718.76

WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	411.52
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,727.30
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	421.74
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,357.88
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	0.00
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	37.70
TOTALS		R-9891-Y091-Y07.500	37,435.04

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION CHARGEBACKS FOR THE MONTHS OF AUGUST & SEPTEMBER 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Vision Chargebacks for the months of August & September 2020.

	<u>FROM</u>	<u>TO</u>	<u>TOTAL</u>
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,265.54
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	107.28
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	115.74
GRANTS/JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV. CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	55.44
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y06.500	27.72
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	55.44
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	83.16
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	482.76
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y06.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	147.06
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y06.500	0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	0.00
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	27.72
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y06.500	27.72
COMMON PLEAS/GEN. SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y06.500	0.00
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	27.72
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	12.06
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	27.72
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	27.72
EASTERN SPEC. PROJ.	E-1571-S097-S03.006	R-9891-Y091-Y06.500	27.72
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	83.79
AUDITORS CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y06.500	0.00
MEDIATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y06.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	27.72
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	0.00
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	232.91
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	3.60
PREP	E-2230-F082-F01.002	R-9891-Y091-Y06.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	2.78

Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	11.08
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	8.31
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	33.46
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	40.20
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	27.56
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y06.500	47.12
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	25.78
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	54.60
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	3.32
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	1.80
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	81.36
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	429.66
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	27.72
K-1	E-2811-K200-K10.006	R-9891-Y091-Y06.500	27.72
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	95.22
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	559.26
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	221.76
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	752.36
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	199.84
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	110.88
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,036.62
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	119.34
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	377.28
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	0.00
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	12.06
TOTAL			11,173.63

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/SEPTEMBER 2020**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HSA Chargebacks for September 2020.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	60.70
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y12.500	60.70
TOTALS			121.40

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 September 2, 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 August 26, 2020.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Meyer Yes

IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF PROSTATE CANCER AWARENESS MONTH

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the proclamation in recognition of Prostate Cancer Awareness month.

Proclamation

Prostate Cancer Awareness Month

Whereas, this year approximately 191,930 men will be diagnosed with prostate cancer in the United States alone every year and roughly 33,330 will die this year from the disease; and

Whereas, in Ohio an estimated 7,030 new cases of prostate cancer will be diagnosed and an estimated 1,200 deaths will occur in 2020; and

Whereas, men with relatives – father, brother, son – with a history of prostate cancer are twice as likely to develop the disease; and

Whereas, prostate cancer is the second leading cause of cancer death in American men, behind only lung cancer; and

Whereas, men who served in the military who have been exposed to chemicals and herbicides are at a higher risk for developing prostate cancer; and

Whereas, 1 in 9 men are diagnosed with prostate cancer in his lifetime. African American men are at the highest risk for the disease with the rate of 1 in 6 and 2.2 times more likely to die from the disease; and

Whereas, education regarding prostate cancer and early detection strategies is critical to saving lives, preserving and protecting our families; and

Whereas, 3.1 million men in the U. S. are living with a prostate cancer diagnosis; that number is estimated to climb to 4 million by 2024 as men in the baby boomer generation age; and

Whereas, all men are at risk for prostate cancer and we encourage the citizens of Belmont County to increase the importance of prostate screenings.

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Commissioners do hereby recognize September as **PROSTATE CANCER AWARENESS MONTH** and call this observance to the attention of all our citizens.

Adopted this 2nd day of September 2020.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____

Josh Meyer /s/ _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE HIRING OF MS. ANNIKA BURGA AS A FULL-TIME PERMANENT CHILDREN SERVICES CASE MANAGER FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Annika Burga, effective October 5, 2020, as a Children Services Case Manager. Ms. Burga will be employed as a full-time permanent, bargaining unit employee. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING RICHARD LAISURE, FULL-TIME NUTRITION DRIVER TO START UNPAID FMLA LEAVE/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Richard Laisure, full-time Nutrition Driver at Senior Services of Belmont County, to start unpaid FMLA leave effective August 11, 2020 through September 1, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING RICHARD LAISURE, FULL-TIME NUTRITION DRIVER TO START AUTHORIZED UNPAID LEAVE/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Richard Laisure, full-time Nutrition Driver at Senior Services of Belmont County, to start authorized unpaid leave effective September 2, 2020, not to exceed September 11, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF EXTENDING AUTHORIZED UNPAID LEAVE FOR DAVID FRANCIS, SR., FULL-TIME NUTRITION DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to extend authorized unpaid leave for David Francis, Sr., full-time Nutrition Driver at Senior Services of Belmont County, effective September 15, 2020, not to exceed September 23, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF CHANGE ORDER NO. 1 FROM OHIO-WEST VIRGINIA EXCAVATING COMPANY FOR ENGINEER'S PROJECT 20-8 BEL-CR-7.17

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 1 from Ohio-West Virginia Excavating Company for Engineer's Project 20-8 BEL-CR4-7.17 (Willow Grove Road) WALL REPLACEMENT for a net change of \$17,300.00 for a new contract total of \$448,582.75.

Note: The additional cost is due to a change in quantities. This project is 75% funded by OPWC and 25% local match.

CHANGE ORDER NO. 1

**SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #20-8: BEL-CR4-7.17 WALL REPLACEMENT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 2nd day of September, 2020 between **OHIO - WEST VIRGINIA EXCAVATING COMPANY, P.O.** Box 128, Powhatan Point, Ohio 43942, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING COMPANY** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to replace a damaged retaining wall and roadway section on CR4 (Willow Grove Road) and all related Work described by the Contract Documents.

CHANGE ORDER

*** ADDITIONAL QUANTITIES ***

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR4	1 LS	RESET 48" CONDUIT, ADD PILE & CIP LAGGING	\$17,500.00	+ \$17,500.00
CR4	16 FT	24" CONDUIT, TYPE A, APP, 706.02	\$206.25	+ \$3,300.00
		TOTAL ADDITIONS		+ \$20,800.00

*** NON-PREFORMED QUANTITIES ***

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR4	14 FT	24" CONDUIT, TYPE A, APP, 706.08	-\$250.00	- \$3,500.00
		TOTAL DEDUCTIONS		- \$3,500.00

TOTAL AMOUNT OF CHANGE ORDER	+ \$17,300.00
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Reason for contract – all quantities based on field measurements and additional required repairs.

SUMMARY

ORIGINAL CONTRACT	\$431,282.75
ADDITIONS - CHANGE ORDER NO. 1	+ \$17,500.00
DEDUCTIONS - CHANGE ORDER NO. 1	- \$3,500.00
NET CHANGE	+ \$17,300.00
TOTAL WORK PERFORMED	\$448,582.75
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED	\$17,300.00

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____

Josh Meyer /s/ _____

OHIO - WEST VIRGINIA EXCAVATING COMPANY

By: *W. Roger Lewis /s/* _____

W. Roger Lewis, President _____

Print/Type Signature

President _____

Title

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A SCHOOL RESOURCE OFFICER (SRO) CONTRACT BETWEEN BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT, THE BELMONT COUNTY COMMISSIONER AND THE BELMONT COUNTY SHERIFF'S OFFICE FOR 2020-2021

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a School Resource Officer (SRO) contract between Bridgeport Exempted Village School District, the Belmont County Commissioners and the Belmont County Sheriff's Office for the 2020-2021 school year. *Note: The school will provide reimbursement to the county of \$31.00 per hour (including all wages and benefits) for 200-8 hour days of SRO services for the 2020-2021 school year.*

**CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO)
BETWEEN THE BRIDGEPORT EXEMPTED VILLAGE
SCHOOL DISTRICT
THE BELMONT COUNTY COMMISSIONERS AND
THE BELMONT COUNTY SHERIFF'S OFFICE**

This Contract (hereinafter "Contract"), effective for the 2020-2021 school year, is made and entered into by and between the Bridgeport Exempted Village School District (BEVSD) and the Belmont County Sheriff's Office ("Sheriff's Office") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to serve in the Bridgeport Exempted Village School District site.

I. Purpose of Contract

The Contract formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Law Enforcement officer and the youth of our community, with the goal of reducing crime, committed by juveniles and young adults. This Contract delineates the mission, organizational structure, and procedures of the School Resource Officer ("SRO") Program ("SRO Program").

II. Term

In consideration of the funds to be paid by the BEVSD to the Sheriff's Office, the Sheriff Office agrees to provide the schools a deputy, who shall act as the SRO for the schools, and who shall perform all police functions, exercise police power, and render such police assistance and services as the district may require for any of the schools.

During the time period in which the deputy is acting as SRO for the BEVSD, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

BEVSD shall utilize the services of the SRO for two-hundred (200) days that will be primarily during the regular student school year. BEVSD shall utilize the services of the SRO for eight (8) hours per day during the two hundred (200) day period of time. The eight (8) hour per day schedule will be determined by the BEVSD and the Sheriff's Office. Time sheets will be provided by the Deputy, and records of these hours shall be sent to the Sheriff's Office on a weekly basis.

During school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff's Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can then determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

BEVSD will be invoiced once at the beginning of the school year and once in January of the following year. The BEVSD shall pay the Sheriff's Office **\$31.00 per hour** for time reported by the SRO, which include all medical and fringe benefits to be received by/withheld from the Deputy from the Sheriff's Office (see Attachment A). Should any change in the wage or benefit structure outlined in Attachment A occur, including but not limited to waiver/acceptance of hospitalization insurance, the hourly rate previously stated will be adjusted through the use of a **Contract Addendum**. At the end of the contract period, BEVSD will have the option to receive a refund of any monies remaining in the Sheriff's Policing Revolving Fund after all outstanding costs have been paid, or receive a credit toward at the next billing cycle, should the SRO program continue.

The Sheriff's Office shall be responsible for hiring the SRO, compensating the SRO, and withholding all applicable taxes, retirement system contributions, and Medicare taxes in accordance with current federal and state laws and statutes.

The Sheriff's Office will provide the necessary equipment and supplies (including motor vehicle if deemed necessary by the Sheriff's Office) to be used by said deputy in the performance of this Contract. The Sheriff's Office shall be responsible for all gasoline expenses, insurance coverage, repairs and maintenance charges incurred with said motor vehicle (if available).

The deputy to be assigned by the Sheriff's Office to the BEVSD will be covered by Workers' Compensation and Unemployment Insurance maintained by the Sheriff's Office, and the Sheriff's Office will maintain public liability insurance coverage on the deputy assigned to the schools during the term of this Contract.

The term of this Contract shall begin August, 2020, and end at the conclusion of each school year. The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

ID. Mission, Goals and Objectives

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Officer employed by participating law enforcement agencies (referred to herein as SROs) to BEVSD facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents. Goals of the SRO Program include:

- I. Reduce incidents of school violence;
2. Reduction of criminal offenses committed by juveniles and young adults;
3. Establish a rapport between the SROs and the student population;
4. Establish rapport between the SROs and parents, faculty, staff, and administrators.

Moreover, SROs will establish a trusting channel of communication with students, parents, and teachers. SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law.

IV. Organizational Structure

A. Composition

The Sheriff's Office shall select and assign a law enforcement officer to serve as the SRO in the SRO program.

B. Supervision

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Sheriff's Office. Responsibility for the conduct of SROs, both personally and professionally, shall remain with the Sheriff's Office. SROs are employed and retained by the Sheriff's Office, and in no event shall any employee of the Sheriff's Office be considered an employee of BEVSD.

V. Procedures

A. Selection

Available SRO position(s) will be filled per the Sheriff's Office directives and selection process. Sheriff's Office will make the final selection of any SRO vacancies.

B. SRO Program Structure

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference. [The information needs to be attached] Under this framework, SROs are first and foremost law enforcement officers for the providing law enforcement agencies. SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Sheriff's Office. All acts of commission or omission shall conform to the guidelines of the Sheriff's Office directives. School officials should ensure that noncriminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment. SROs are not formal counselors or educators, and will not act as such. However, SROs may be used as a resource to assist students, faculty, staff, and all persons involved with the school. SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. SROs may use these opportunities to build rapport between the students and the staff. The Sheriff's Office recognize, however, that BEVSD shall maintain full, final, and plenary authority over curriculum and instruction in the BEVSD, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Sheriff's Office or its employees, and the Sheriff's Office and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

C. Duties and Responsibilities of the SRO

The duties and responsibilities of the SRO will include, but not be limited to:

1. Enforcement of criminal law and protection of the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Sheriff's Office. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours.
2. Completion of reports and investigation of crimes committed on campus.
3. Whenever practical, coordination of investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the BEVSD. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
4. Taking appropriate enforcement action on criminal matters as necessary. Whenever practical, the SRO shall advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.

5. Wearing of law enforcement agency issued uniform at all times, or other apparel approved by the providing agency.
6. Being highly visible throughout the campus, but to be unpredictable in their movements. For officer safety, SROs shall not establish any set routine which allows predictability in their movements and their locations.
7. Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
8. Complying with all laws, regulations, and school board policies applicable to employees of BEVSD, including, but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SROs, under no circumstances, shall be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done in accordance with Board Policy and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this Agreement shall not be abridged and remain in effect.
9. Notifying the school principal or his/her designee if it is necessary for the SRO to be off campus during regular school hours non-emergency situations.
10. Providing information concerning questions about law enforcement topics to students and staff.
11. Developing expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education, and providing these presentations at the request of the school personnel in accordance with the established curriculum.
12. Preparing lesson plans necessary for approved classroom instruction.
13. Providing supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the Sheriff's Office supervisor and a school administrator.
14. Advising students, staff, and faculty on a limited basis.
15. Attending school extracurricular activities as needed. Off duty assignments are not included.
16. Attending law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize the SRO's absence from school on an instructional day.
17. Attending meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
18. Being familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc., and making referrals when appropriate.

D. Duties and Responsibilities of the SRO Supervisor (Sheriff's Office)

The duties and responsibilities of the SRO Supervisor will include but not be limited to:

19. Coordinating work assignments of the SROs.
20. Ensuring SRO compliance with providing agency's directives,
21. Coordinating scheduling and work hours of the SROs (vacation requests, sick leave, etc.).
22. Evaluation of SRO.

E. BEVSD shall provide the SRO of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SRO's duties:

1. Office space that can be secured and is acceptable to the participating law enforcement agency. The office shall contain a telephone, desk, chair, computer, and filing cabinet.
2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals, and objectives. Administrators may seek input from the SROs regarding criminal justice problems relating to students and site security issues.

F. Enforcement

Although SROs have been placed in a formal educational environment, they are not relieved of their official duties as an enforcement officer. The SRO shall intervene, when it is necessary, to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with State and federal law, and department policy. The SRO or the Sheriff's Office will have the final decision on whether criminal charges shall be filed.

The providing agency will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

VI. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon seven (7) day's written notice to the other party. In the event of termination, BEVSD shall only be invoiced and provide reimbursement for the costs incurred and hourly rate agreed to through the seventh day.

VII. NOTICE

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipients as follows:

If to BEVSD:

Bridgeport Exempted Village School District
55781 Industrial Drive
Bridgeport, OH 43912

If to the Sheriff's Office:

Belmont County Sheriff's Office
68137 Hammond Road
St. Clairsville, OH 43950

This has been agreed to in cooperation with the BEVSD and the Sheriff's Office. As agreed to and in partnership with:

BELMONT COUNTY SHERIFF

BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT

By: David M. Lucas /s/

By: Brent Ripley /s/ Eric M. Meininger /s/

Date: 8-11-2020

By: Jerry Moore /s/

Date: 8/19/2020

BELMONT COUNTY COMMISSIONERS:

APPROVED AS TO FORM:

J. P. Dutton /s/

By: David Liberati /s/

Josh Meyer /s/

Title: Assistant Prosecutor

Josh Meyer

Jerry Echemann /s/

Jerry Echemann

Date: 9/2/2020

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PRE-AWARD

CONDITION FORM FROM BELMONT COUNTY ADULT PROBATION-COVID GRANT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Pre-Award Condition Form for Belmont County Adult Probation –COVID Grant as follows:

Grant No.: 2020-CE-CCF
Grant Amount: \$2,796.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE GRANT AGREEMENT WITH OHIO DEVELOPMENT SERVICES AGENCY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM GRANT NUMBER B-X-19-1AG-1

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the grant agreement with the Ohio Development Services Agency for the Community Development Block Grant (CDBG) Program, Grant Number B-X-19-1AG-1, in the amount of \$292,000.00 for the period beginning March 1, 2020 and ending April 30, 2022.

Note: This is for the Village of Bellaire 49th Street Sewer Separation project.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING ENTERING INTO A PURCHASE AGREEMENT WITH MUXIE DISTRIBUTING COMPANY, AN OHIO CORPORATION AND MUXIE MANAGEMENT COMPANY, LLC, AN OHIO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF 2.571 ACRES IN THE VILLAGE OF BELLAIRE

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

RESOLUTION

WHEREAS, this Board has determined it is necessary to acquire certain real estate for the construction of a water treatment plant as authorized by Chapter 6103 of the Ohio Revised Code and;

WHEREAS, this Board has negotiated a purchase price for the real estate with the owner.

NOW THEREFORE BE IT RESOLVED, that this Board of County Commissioners hereby approves entering into a Purchase Agreement with Muxie Distributing Co., an Ohio corporation and Muxie Management Company, L.L.C., an Ohio limited liability company, for the purchase of 2.571 acres in the Village of Bellaire, together with a water line easement, utility easement, and sewer easement necessary for the construction of said water plant facility, a copy of said Purchase Agreement is attached to this Resolution and incorporated herein by reference.

Adopted this 2nd day of September, 2020

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is hereby made and entered into this 2nd day of September, 2020, by and between Muxie Distributing Co., an Ohio corporation and Muxie Management Company, L.L.C., an Ohio limited liability company, both with an address of 5120 Guernsey Street, Bellaire, Ohio 43906 (collectively referred to as "Seller") and Board of County Commissioners, Belmont County, Ohio, whose address is 101 West Main Street, St. Clairsville, Ohio 43950 ("Purchaser"), for the purchase and sale of the real property described on Exhibit A.

WHEREAS, Seller desires to sell, transfer and convey to Purchaser and Purchaser desires to buy and receive from Seller on the terms and conditions set forth herein, all of that certain real property owned by the Seller as more particularly described in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

TRANSFER OF REAL PROPERTY AND EASEMENTS

In material and substantial reliance on the representations and warranties contained herein and subject to all of the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer, assign and convey to Purchaser, and Purchaser hereby agrees to purchase, accept, assume and receive from Seller at closing, subject to and in accordance with the provisions of this Agreement, all of Seller's right, title and interest in and to the following:

1. **Real Property.** All of that certain real property owned by Seller and as more particularly described in the attached Exhibit A (the "Real Property").
- 1.2 **Easements.** In addition to the real property conveyed in 1.1 above, Seller shall also convey to Purchaser, an exclusive Easement for the installation, maintenance, repair, and replacement of water lines across property owned by Seller which Easement shall extend from the Real Property to Purchaser's existing water processing facility located north of the Real Property. Said Easement is to be located within the area in blue on Exhibit A attached. (Easement Area) The rights conveyed by this Easement shall be exclusive to Purchaser and shall be sufficient for all of Purchaser's purposes in constructing, maintaining and operating a water processing and distribution facility on the Real Property; and the purchase of the Real Property by Purchaser is contingent upon a grant of the exclusive Easement. Purchaser shall install the water lines in the Easement Area underground. Subject to installation, necessary repairs and maintenance, and replacement of the water lines, Seller shall have the right to utilize the surface of the Easement Area, but Seller shall not be permitted to place any permanent structures on the surface of the Easement Area, nor shall Seller install any lines, pipes, or wires beneath the surface of the Easement Area without Purchaser's prior express permission. Seller shall not grant any other easements for the installation of underground pipes, lines or wires in the Easement Area without the express consent of Purchaser. Seller shall give notice to Purchaser of any vehicles crossing over the Easement Area in excess of 100 tons, acknowledging that certain precautions must be taken in that instance to protect the water lines. Seller shall not grant any easements to others across, over or under the Easement Areas without the express consent of Purchaser. Any disturbance to property during installation of waterlines requires Purchaser to restore property to original condition and any damage or slip caused by the use of the easement by Purchaser shall be the sole responsibility of the Purchaser.

In addition to the Real Property conveyed in 1.1, and the Easement conveyed in the paragraph above, Seller shall also convey to Purchaser an exclusive Easement for the installation, maintenance, repair, and replacement of an outfall line across the Property owned by Seller which Easement shall be located in the area in red on Exhibit A attached. (Easement Area) The rights conveyed by this Easement shall be sufficient for all of Purchaser's purposes in constructing, maintaining, and operating a water processing and distribution facility on the Real Property and the purchase of the Real Property by Purchaser is contingent upon the grant of this Easement. The Easement for the outfall shall commence underground and remain underground for as long as the topography of the ground permits. It is understood by Seller and Purchaser that at some point prior to reaching the river, the outfall pipe may be exposed to the surface of the Premises. Subject to installation, necessary repairs and maintenance, and replacement, Seller shall have the right to utilize the surface of the premises, but Seller shall not be permitted to place any permanent structures on the surface of the Easement area. Seller shall give notice to Purchaser of any vehicles crossing over the Easement in excess of 100 tons, acknowledging that certain precautions must be taken in that instance to protect the outfall line. Seller shall not grant any easements to others across, over or under the Easement Area without the express consent of Purchaser. Any disturbance to property during installation maintenance, repair or replacement the outfall line requires

- Purchaser to restore property to original condition and any damage or slip caused by the use of the Easement by Purchaser shall be the sole responsibility of the Purchaser.
- 1.3 **Easements-Utility.** Seller also shall grant Utility Easements to Purchaser which shall extend across property owned by Seller, from the boundary line of the Real Property to existing utilities, for the installation, repair, maintenance, and replacement of all necessary utilities, including but not limited to, water, sewer, electric, gas, telephone, and internet. Purchaser's obligation to purchase the Real Property is contingent upon the grant of these Easements. The Utility Easement Area is 30 feet wide and 135 feet long and marked in green on the attached Exhibit A. Purchaser shall install the utility lines in the Easement Area underground. Subject to installation, necessary repairs and maintenance, and replacement, Seller shall have the right to utilize the surface of the Easement Area, but Seller shall not be permitted to place any permanent structures on the surface of the Easement Area. Seller not install any lines, pipes, or wires beneath the surface of the Easement area without Purchaser's prior express permission. Seller shall not grant any other easements for the installation of underground pipes, lines or wires in the Easement Area without the express consent of Purchaser. Seller shall not grant any easements to others across, over or under the Easement Area without the express consent of Purchaser. Any disturbance to property during installation maintenance or replacement of utilities requires Purchaser to restore property to original condition and any damage or slip caused by the use of the Easement by Purchaser shall be the sole responsibility of the Purchaser.
- 1.4 It is understood and agreed by Purchaser and Seller that the installation of facilities in the Easement Areas, described in sections 1.2 and 1.3 may cause some disruption to business activity conducted by Seller and/or Seller's Tenants. Purchaser agrees to provide to Seller a time frame for installation of facilities in the Easement Areas. Purchaser agrees to provide Seller with a construction time schedule with continuous updates, and immediately advise Seller of plans for work to be performed in the Easement Areas. Purchaser will endeavor to provide Seller at least 30 days notice of construction planned on the Easement Areas, and after construction is completed, 48 hours notice for planned maintenance and repairs. Both parties acknowledge emergency situations may result in shorter notice to Seller. Any disturbance to property during installation, maintenance or replacement of utilities requires Purchaser to restore property to original condition and any damage or slip caused by the use of the easement shall be the sole responsibility of the Purchaser.
- 1.5 **Instruments of Conveyance.** Transfer by Seller to Purchaser of the foregoing Real Property, including the Easements and Utility Easements listed in this Article I shall be made at closing by Sellers' execution, acknowledgement and delivery to Purchaser of a General Warranty Deed, which shall be in form and substance acceptable to Seller, Purchaser, and the Escrow Agent.

ARTICLE II

DUE DILIGENCE PERIOD AND CONTINGENCIES

- 2.1 **Due Diligence Period.** Immediately following execution of this Agreement, Purchaser shall have a period of sixty (60) days, subject to any extensions thereof agreed to in writing by Purchaser and Seller (the "Due Diligence Period"), during which Purchaser, its employees, agents and independent contractors, shall, at Purchaser's expense and upon reasonable advance notice to Seller, have reasonable access with twenty four (24) hours' notice to enter upon the Real Property for the purpose of examining the Real Property, and/or conducting whatever other investigations and/or inquiries Purchaser deems reasonably necessary, to conduct a full and complete investigation and evaluation of the Real Property (collectively, "Inspections"). Such Inspections may include but not be limited to examination of the following:
- (a) physical condition of the property;
 - (b) compliance of the property with applicable building, zoning, environmental, hazardous waste or land use laws, ordinances, codes, rules and regulations;
 - (c) title examination and survey matters;
 - (d) access;
 - (e) availability of licenses, approvals and permits for the property.

Notwithstanding the foregoing, Purchaser shall not conduct any intrusive Inspections (e.g., core sampling or drilling), including, without limitation, a Phase II environmental site assessment, without first obtaining Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. Purchaser acknowledges and agrees that all entry and Inspections are at Purchaser's sole risk, cost and expense. Purchaser shall give Seller at least forty-eight (48) hours' advance notice of such entry for any Inspections. Purchaser shall conduct all such entry and Inspections (i) in a manner that will not harm or damage the Seller's property or cause any claim adverse against Seller, (ii) in a manner that will minimize, to the greatest extent possible, interference with Seller's business operations, and (iii) otherwise in a manner reasonably acceptable to Seller. Seller or its representatives shall have the right to accompany Purchaser and/or Purchaser's agents in connection with any Inspections at the Real Property.

If any entry or Inspection disturbs Seller's property, then Purchaser, at its cost, shall promptly restore the property to the same condition as existed before such entry or Inspection.

At any time during the Due Diligence Period, Purchaser may elect in its sole and absolute discretion to terminate this Agreement for any reason or no reason by giving written notice to Seller. If Purchaser fails to deliver written notice of termination to Seller on or before the expiration of Due Diligence Period, then Purchaser shall conclusively be deemed to have waived its right to terminate this Agreement pursuant to this paragraph, this paragraph shall be rendered null and void, and this Agreement shall remain in full force and effect without any longer being subject to this paragraph. If Purchaser delivers written notice of termination to Seller prior to the expiration of the Due Diligence Period, then the Earnest Money Deposit shall be returned to Purchaser less the amount set forth in Paragraph 3.2 and the parties shall thereafter have no further rights or obligations hereunder, except for those which expressly survive any such termination. Notwithstanding anything contained in this Agreement to the contrary, Purchaser shall provide to Seller, without charge, copies of any samples, reports, surveys, drawings, tests or other written documents obtained by Purchaser with respect to the Real Property upon termination of this Agreement for any reason, which such obligation shall survive the termination of this Agreement and shall be a condition precedent to the return of the Earnest Money Deposit to Purchaser (if and to the extent that Purchaser is entitled to the same hereunder).

- 2.2 **Title Defects.** Purchaser shall have until the end of the Due Diligence Period in which to notify Seller in writing of any objections to any matters of title disclosed by a title examination or shown on a survey (each, a "Purchaser Objection Notice"). Any title or survey matter that is not specifically objected to by Purchaser in its Purchaser Objection Notice within the Due Diligence Period shall be deemed unconditionally approved by Purchaser as a Permitted Exception, and Purchaser shall be deemed to have waived its right to make any such objection thereto after the expiration of the Due Diligence Period. If Purchaser provides Seller with the Purchaser Objection Notice within the Due Diligence Period, then Seller shall, within fifteen (15) days after receipt of the Purchaser Objection Notice, deliver to Purchaser written notice ("Seller's Response") stating the action, if any, Seller is willing to undertake to address the exception(s) set forth in the Purchaser Objection Notice. If Purchaser is dissatisfied with the response contained in the Seller's Response (in the event Seller does not agree to undertake to eliminate or otherwise satisfy all of Purchaser's objections set forth in the Purchaser Objection Notice), then Purchaser may elect to terminate this Agreement by delivering written notice to Seller within five (5) days after the delivery of Seller's Response to Purchaser. If Purchaser fails to deliver its notice of termination to Seller within such 5-day period, then Purchaser shall be deemed to have waived its right to terminate the Agreement pursuant to the preceding sentence. Seller shall have until the Closing Date to correct the objections that Purchaser has timely made in its Purchaser Objection Notice and that Seller has expressly agreed to endeavor to correct as stated in Seller's Response ("Seller's Title Obligations"), unless Purchaser and Seller agree to delay the Closing Date to allow Seller to address any such uncorrected objections. In the event that Seller fails to cure any of Seller's Title Obligations on or before the Closing Date, as may be extended pursuant to the preceding sentence, Seller shall not be in default hereunder; however, Purchaser shall have the right

either to (i) waive the objections and proceed to Closing without any adjustment in the Purchase Price, or (ii) terminate this Agreement. If Purchaser elects to terminate this Agreement pursuant to this paragraph, then Purchaser shall receive a refund of the Earnest Money Deposit less the amount set forth in Paragraph 3.2 and the parties hereto shall have no further obligation to one another under this Agreement except for the obligations that expressly survive termination of this Agreement. Purchaser shall be responsible for all premiums for any policy or policies of title insurance.

- 2.3 **New Title Matters.** Notwithstanding the provisions of Section 2.2 above to the contrary, if the initial title report/commitment is re-issued or updated, Purchaser shall have the right to object (each, a "New Purchaser Objection") to any additional matter disclosed or contained (each, a "New Title Document Matter") in any such update, provided that such New Title Document Matter was placed of record on or after the date of the initial title report/commitment. If Seller is unable or unwilling to either cure any such New Title Document Matter to the reasonable satisfaction of Purchaser or cause Purchaser's title company ("Title Company") to insure over such New Title Document Matter within the later to occur of the Closing Date or fifteen (15) business days following receipt by Seller of a New Purchaser Objection (in which event the Closing Date shall automatically be extended to the next business day following the expiration of such 15-day period), then Purchaser shall have the right either to (i) waive such New Title Document Matter and proceed to closing without any adjustment in the Purchase Price, or (ii) terminate this Agreement, whereupon the Earnest Money Deposit shall be disbursed to and returned to Purchaser, less the amount set forth in Paragraph 3.2 and the parties shall have no further obligation to one another under this Agreement except for the obligations that expressly survive termination of this Agreement.
- 2.4 **Contingencies.** Purchaser's and/or Seller's duties and obligations to perform under this Agreement are contingent upon Purchaser within 90 days of the date of this agreement, obtaining financing to purchase through USDA ("Financing Contingency"). Obtaining financing for purposes of this Agreement means Purchaser actually closing on its Loan with USDA and receiving the proceeds. Purchaser has made its loan application as described in paragraph 3.4. In the event that the USDA Loan has not closed within (90) days of execution of this Agreement, provided that Purchaser has timely fulfilled its obligations under this paragraph and is not otherwise in default under this Agreement, if Purchaser needs additional time to close the USDA Loan, Seller shall provide Purchaser with an additional (30) day extension, which such extension shall run concurrently with any other extension of time that may be granted to Purchaser hereunder. Should a 30 day extension be requested pursuant to this paragraph, and thereafter, should this contract be terminated by Purchaser, Seller shall retain an additional \$10,000 of the Earnest Money Deposit, for a total retention of \$40,000, and the parties shall thereafter have no further rights or obligations hereunder, except for those which expressly survive any such termination.

ARTICLE III

PURCHASE PRICE

- 3.1 **Purchase Price.** The purchase price for the Real Property and Easements shall be ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000.00) ("Purchase Price"). The parties agree that the purchase price includes \$150,000.00 toward the Water Line and Outfall Easements payable to Muxie Distributing Company, and the remaining amount toward the Real Property and Utility Easements shall be payable to Muxie Management Company, LLC.
- 3.2 **Earnest Money Deposit.** Within five (5) days of the execution of this Agreement by both parties, Purchaser shall deliver to Myser & Myser (the "Escrow Agent"), as the Earnest Money Deposit under this Agreement, SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00), which shall be held in escrow by the Escrow Agent and applied at closing to the Purchase Price. Should Purchaser terminate the Agreement, Seller shall receive \$30,000.00 of said Earnest Money with the remainder being remitted to the Purchaser. The balance of said Earnest Money Deposit shall be retained or refunded, as the case may be, only in accordance with the terms of this Agreement.
- 3.3 **Payment of Purchase Price.** The Purchase Price will be payable as follows: SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) constituting the Earnest Money Deposit shall be applied at closing, leaving a balance due at closing of ONE MILLION SIX HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$1,675,000.00), which balance shall be payable by Purchaser at Closing.
- 3.4 **Financing.** Purchaser's duties and obligation to perform under this Agreement are contingent upon Purchaser obtaining financing secured through USDA. Purchaser hereby covenants and agrees that it has made loan application to USDA and shall diligently pursue approval of the loan.
- 3.5 **Prorations.** Unless otherwise agreed in writing, all of the following shall be prorated as of 12:01 a.m. on the date of closing (the "Date of Closing" or "Closing Date"):
- (a) All real estate taxes and assessments relating to the Property. The proration of any undetermined taxes or assessments shall be based upon the most current and recently available tax rate and valuation.
 - (b) all utility, cable and/or telephone charges of any kind that serve the Real Property.
- 3.6 **Escrow Agent.** Escrow Agent shall hold the Earnest Money Deposit in accordance with this Agreement until closing has occurred in accordance with Section 6.1 herein. In the event that closing does not occur in the time required under Section 6.1 herein, then at Escrow Agent's sole and absolute discretion, Escrow Agent may do any of the following: (i) Escrow Agent may continue to hold the Earnest Money Deposit in escrow until instructed in a writing signed by all of the parties to this Agreement; (ii) Escrow Agent may pay the Earnest Money Deposit into a court of competent jurisdiction in any jurisdiction reasonably related to the performance of this Agreement or Escrow Agent's duties herein; (iii) in the event the Purchaser terminates the Agreement pursuant to Section 2.1 above, Escrow Agent shall pay the Earnest Money Deposit in accordance with the terms of the Agreement; or (iv) in the event that either party defaults in the performance of any duties or obligations or breaches any covenant under this Agreement, then Escrow Agent shall pay the Earnest Money Deposit to the non-defaulting or non-breaching party in accordance with the terms of the Agreement. Prior to or contemporaneous with any disbursement of the Earnest Money Deposit, Escrow Agent shall notify in writing the Purchaser and Seller herein of such disbursement.

ARTICLE IV

REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER

Seller hereby represents, warrants, and covenants that at the Date of Closing all of the following will be true:

- 4.1 **Good Standing.** Seller is duly organized, validly existing and in good standing under the laws of the state of its creation and is authorized to transact business in the state(s) where the Real Property is located.
- 4.2 **Authority.** The execution, delivery and performance of this Agreement shall have been duly and effectively authorized by all necessary action of the Seller, and no other consent or approval is required in order for the Seller to consummate the transactions provided for herein, except as set forth in this instrument.
- 4.3 **Title.** Subject to the Permitted Exceptions, Seller is the true and lawful owner of the Real Property to be conveyed hereunder.
- 4.4 **Violation of Law.** Seller hereby represents and warrants that it has not received notice of any violation of federal, state or local laws pertaining to the Real Property, or any environmental rules, regulations or laws which have not been corrected. Seller agrees that it shall have a continuing duty up until the Date of Closing to immediately convey and transfer to Purchaser any information, notice or citation it may receive from any governmental authority relating to the ownership, operation or maintenance of the Real Property. If such a notice as described is received, Seller may, but shall be under no obligation to, take all reasonable steps to correct the violation (in which event the closing shall be delayed for a reasonable period of time in order to allow Seller to effect such correction) and, upon its failure to do so, Purchaser may terminate this Agreement by delivering written notice to Seller. Any corrective action or remediation of

any kind that Seller elects to undertake and perform shall be performed at Seller's sole expense with full and timely disclosure to Purchaser.

- 4.5 **Litigation.** There is no action, suit or proceeding by or before any court, governmental instrumentality or agency now or pending or, to the actual knowledge of the Seller, threatened against or affecting the Seller, or any of the assets to be sold by Seller to Purchaser hereunder which would materially or adversely affect or otherwise impair any of the Real Property being purchased herein.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER

Purchaser represents and warrants to Seller that at the Date of Closing all of the following will be true:

- 5.1 **Good Standing.** Purchaser is a political subdivision of the State of Ohio and the Commissioners are duly elected and acting Commissioners of Belmont County, Ohio, with all requisite power to purchase the Real Property.
- 5.2 **Authority.** The execution, delivery and performance of this Agreement has been duly and effectively authorized by and on behalf of the Purchaser, and no further action is necessary in respect hereto, nor is the consent of any person required in order for the Purchaser to consummate the transactions provided for herein.

ARTICLE VI

CLOSING

- 6.1 **Time and Place.** Time is of the essence on all matters of this Agreement. Subject to the time limit set forth in 2.4 (Maximum of 120 days from execution of this Agreement), Closing shall be held (i) on or before thirty (30) days after expiration of the Due Diligence Period or (ii) immediately following the Financing Contingency (closing of the USDA Loan), whichever is the later to occur. Closing shall be held through the offices of Escrow Agent or Purchaser's Title Company licensed to do business in the State of Ohio.
- 6.2 **Payment of Taxes, Fees and Other Closing Costs.** Any expenses incurred in connection with a survey of the Real Property, shall be paid by Seller. Any expenses incurred to obtain a title examination, title commitment or title policy for the Real Property, including but not limited to any premiums incurred to obtain a title insurance policy on the Real Property, any closing or escrow fee charged by the Title Company, and recording fees shall be the sole responsibility of Purchaser, and unless otherwise provided in this Agreement, Purchaser shall pay all other necessary document, drafting, recording, transfer and miscellaneous charges customarily paid by purchasers in connection with the purchase of real property in the county in which the Real Property is located. The cost to prepare the General Warranty Deed, any Broker's (as hereinafter defined) fee or commission, and any transfer fees will be paid by Seller, and unless otherwise provided in this Agreement, Seller shall pay all other necessary document, drafting, recording, transfer and miscellaneous charges customarily paid by sellers in connection with the purchase of real property in the county in which the Real Property is located. Whether or not the transactions contemplated herein shall be consummated, except as otherwise expressly provided herein, the parties hereto shall pay their own respective attorneys' fees and other expenses incident to the preparation of this Agreement and to the consummation of the transactions provided for herein.

- 6.3 **Closing Deliveries/Possession.**

(a) **Seller's Deliveries.**

At Closing, Seller shall deliver, or cause to be delivered, to Escrow Agent for delivery to the Purchaser the following, each of which shall be in form and substance reasonably acceptable to counsel for Seller and counsel for Purchaser:

- (i) A General Warranty Deed conveying the Real Property, Water Line Easement, Outfall Easement and Utility Easements, which said Deed shall be in recordable form, free and clear of all delinquent taxes and monetary liens/encumbrances and subject to (i) reservations, covenants, conditions, restrictions, easements, reservations and limitations of record, (ii) applicable zoning and building ordinances, codes and regulations, (iii) taxes and assessments that are not yet due and payable, and (iii) legal highways, roads and rights of way (the "Permitted Exceptions");
- (ii) The counterpart of the preliminary Closing Statement executed by Seller;
- (iii) IRS Form 1099 and any State, County or local transfer declarations required by any governmental authority having jurisdiction over the Real Property;
- (iv) Resolutions of the Seller authorizing the sale of the Real Property; and
- (v) An Affidavit, in form reasonably satisfactory to Seller, Purchaser and its Title Company, that as of the Date of Closing that there are no parties in possession, unpaid material men or laborers who might be entitled to file mechanic's liens, or other matters not of record which might have a materially adverse effect upon the conveyance of good and marketable title and the possession of the Real Property to Purchaser.

(b) **Purchaser's Deliveries.**

At Closing, Purchaser shall deliver, or cause to be delivered, to the Escrow Agent for delivery to the Seller the following, each of which shall be in form and substance acceptable to Seller and its counsel:

- (i) The balance of the Purchase Price;
- (ii) Resolutions of the Purchaser authorizing the purchase of the Real Property;
- (iii) A counterpart of the preliminary Closing Statement, executed by Purchaser; and
- (iv) Instructions from the Purchaser's lender to the Escrow Agent with which Escrow Agent shall comply in connection with the delivery of funds and tender of documents.

(c) **Further Assurances and Cooperation.**

In order to facilitate the consummation of the within transaction the parties agree to reasonably cooperate with each other. In addition, Seller and Purchaser will, at the Closing, or at any time or from time to time thereafter, upon request of either party, execute such additional instruments, documents or certificates as either party or the Title Company deem reasonably necessary, including, without limitation, State, County, or local transfer declarations, in order to convey, assign and transfer the Real Property to Purchaser and otherwise to carry out this Agreement, which such documents shall be acceptable in form and substance to Seller, Purchaser and the Title Company.

(d) **Possession.**

Possession of the Real Property shall be delivered to Purchaser at Closing, subject to the Permitted Exceptions.

(e) **Recording of Documents and Delivery of Purchase Price.**

At closing, upon confirmation that any supplementary title examination performed prior to the Closing Date revealed no intervening liens or encumbrances recorded since the expiration of the Due Diligence Period (excluding any liens or encumbrances arising from the acts or omissions of Purchaser or its agents, employees or contractors), Escrow Agent shall concurrently (i) deliver all recordable documents to the recording agent for recording upon receipt of all of Seller's and Purchaser's deliveries, and (ii) deliver and transfer to Seller, the balance of the Purchase Price as shown on the preliminary Closing Statement.

ARTICLE VII

ADDITIONAL TERMS

- 7.1 **Survival of Warranties.** Except as expressly stated herein, all representations, warranties and covenants by Purchaser and Seller, which are contained in this Agreement or given pursuant hereto shall merge with the deed and shall not survive closing.
- 7.2 **Default Remedies.** If Purchaser shall default in the performance of any part of this Agreement, Seller may elect to waive such default or Seller may elect to terminate this Agreement by written notice to Purchaser. In the event this Agreement is terminated by Seller, the Earnest Money Deposit shall be forfeited as Seller's entire liquidated damages and Purchaser shall have no other responsibility or liability of any kind to Seller by virtue of such default; If Seller shall default in the performance of any part of this Agreement, Purchaser (i) may elect to waive such default, or (ii)

may elect to terminate this Agreement by written notice to Seller. In the event this Agreement is terminated by Purchaser as a result of Seller's default, the Earnest Money Deposit shall be returned to Purchaser without right of offset by Seller.

7.3 **Hold Harmless.** Seller hereby agrees to hold harmless Purchaser from and against, all claims or causes of action of any kind which may be asserted against Purchaser arising out of the ownership, operation or maintenance of the Real Property before the transfer of possession and ownership of the Real Property at closing. Purchaser hereby agrees to hold harmless Seller from and against, all claims or causes of action of any kind which may be asserted against Seller arising out of the ownership, operation or maintenance of the Real Property after the transfer of possession and ownership of the Real Property at closing.

7.4 **Notices.** Any and all notices, elections or demands permitted or required to be made under this Agreement shall be made in writing, signed by the party giving such notice, election or demand, and shall be delivered to the other party at the address set forth below or at such other address as may be supplied in writing by one of the following methods: (a) personal, in hand delivery to the named recipient; (b) registered or certified mail, return receipt requested; (c) overnight courier; or (d) by facsimile transmission (with confirmation of successful transmission), electronic mail, or electronic transmission of a PDF document directly to the named recipient. The date of delivery shall be the effective date of giving of such notice, election or demand.

For the purpose of the Agreement:

The address of Sellers are:

Muxie Distributing Co., an Ohio corporation
5120 Guernsey Street
Bellaire, Ohio 43906
Muxie Management Company, L.L.C., an
Ohio limited liability company
5120 Guernsey Street
Bellaire, Ohio 43906

With copies to:

Tracey Lancione Lloyd, Esq.
Lancione Lloyd and Hoffman, Co. LPA
151 W. Main Street
St. Clairsville, Ohio 43950
Telephone: (740)676-2034
Email: traceylloyd327@gmail.com

The address of Purchaser is:

Board of County Commissioners, Belmont County, Ohio
101 W. Main Street
St. Clairsville, OH 43950
Telephone: (740)699-2155
Fax: (740)699-2156

With copies to:

David K. Liberati, Assistant Prosecuting Attorney
Courthouse Annex No. 1
147-A West Main Street
St. Clairsville, OH 43950
Telephone: (740)699-2771
Fax: (740)695-4412
Email: david.liberati@co.belmont.oh.us

The address of Escrow Agent is:

Richard Myser
Myser & Myser
320 Howard Street
Bridgeport, OH 43912
Telephone: (740)635-0162
Fax: (740)635-1601
Email: myser@belmontlaw.net

7.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the parties in connection herewith. No covenant, warranty, representation, condition or undertaking not expressed herein, or in any certificate, instrument or documents delivered pursuant hereto, shall affect or be effective to interpret, change or restrict this Agreement. No modifications, waiver, discharge, cancellation or other agreement shall affect the terms hereof unless in writing and signed by the parties hereto.

7.6 **Non-waiver.** Failure on the part of either party to insist upon strict compliance by the other with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such terms, conditions and covenants, unless otherwise provided herein.

7.7 **Binding Effect.** This Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representative, successors, transferees and assigns; provided that neither party shall be entitled to assign its rights hereunder without the prior written consent of the other party.

7.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

7.9 **Effective Date.** This Agreement will be considered effective on the date last signed by Purchaser or Seller (the "Effective Date").

7.10 **Brokerage Commission.** Both Seller and Purchaser warrant to each other that they have not engaged the services of any real estate agents or brokers for this transaction and will hold each other harmless in the event that any other broker or agent makes a claim for commissions from this transaction.

"The remainder of this page has been intentionally left blank"

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date and year set forth below.

Date: 9-1-2020

SELLER:
Muxie Distributing Co., an Ohio corporation
Jeff Paolina /s/
By: Jeff Paolina
Its: President

Date: 9-1-2020

**Muxie Management Company, L.L.C.,
an Ohio limited liability company**
Jeff Paolina /s/
By: Jeff Paolina
Its: President
PURCHASER:

September 2, 2020

**Board of County Commissioners,
Belmont County, Ohio**

Date: 9-2-2020

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

APPROVED AS TO FORM:

David K. Liberati /s/

David K. Liberati

Assistant Prosecutor

Belmont County, Ohio

Upon roll call the vote was as follows:

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

Kelly Porter, Water and Sewer District Director, joined the meeting.

Discussion re: Purchase Agreement

Mr. Dutton explained the last motion read is for a purchase agreement for property along the river in the Village of Bellaire. The county has identified this site as the site for the new water treatment plant that is planned through the USDA water package they have been working on for two-three years. He said, "This is the next step in the process, we are hoping to finalize the paperwork on the water side of that package later this year. The sewer side has been finalized and, hopefully, are getting ready to go to bid on those projects soon." He noted this is the biggest project of the projects listed in our water agreement. Mr. Dutton added the current plant is still providing quality water for the residents of Belmont County, but it is nearing the end of its useful life. Even though it is still providing quality water, it can't be relied on forever. That is why the package with USDA is so crucial because it will lay the groundwork for a project like this. "We identified sites along the river and in the Village of Bellaire and in that area because we were trying to locate the new water treatment plant as close to our wells as possible. We had looked at a few properties that were near there and luckily found a site that is going to match what is needed for the plant. Moving further away from the wells becomes very costly in terms of running the water from the wells to the water treatment plant and then out into the system, so we were trying to stay as close to that area as possible to try to keep the cost as efficient as possible," said Mr. Dutton. Mr. Porter said we also considered trying to fit the new plant to where the existing plant is, but there is not enough real estate. He explained with the USDA funding package and the 40-year term, they wanted to see the certified useful life statement from an engineer stating that upgrades to the existing plant would last for an additional 40 years and that wasn't possible. The purchased property also puts them in a better position for regionalization and to interconnect with other systems.

A.C. Wiethe, Belomar, joined the meeting.

Discussion re: Village of Bellaire CDBG Project

Mr. Wiethe said the Village of Bellaire is under EPA mandates, this project has been a long time coming. It will be a challenging project because it has to go under the highway, but it is much needed.

Discussion re: Otto Scales Road Project

Mr. Wiethe said this is a critical project. It is an unfortunate thing for anyone that doesn't have potable water. He commended the Commissioners for their efforts to try to help those residents. Mr. Wiethe said this is a pretty large project, almost \$300,000 and not a lot of houses, so these types of projects has to be subsidized by someone in order to make it affordable to the residents. Mr. Dutton said they are so fortunate and thankful to Belomar for their assistance on this project. He said, "This project was a little bit of a long shot, but not only did this project get funded, it got fully funded. It's a great day for this board. These are the reasons, I think all of us, come into public service is to try to have days like this and you don't always have days like this, but when you do, you enjoy them." Mr. Dutton said they will continue to try to work on projects like this when they can. Jim Morrison, Otto Scales Road resident, said he is very thankful to everyone who helped to achieve this. The project took 60 years to get to this point. Mr. Morrison said, "This is a day I will never forget, its will change our whole lifestyle. You have given us a new life." Mr. Wiethe said the Board of Commissioners and Belomar are constantly looking at opportunities for projects like this. He said a grant agreement will need to be signed and an environmental review need done. The goal is to have the design work and permit work done and to bid out the project late winter/early spring. Once started the project will not take long to complete.

OPEN PUBLIC FORUM-Richard Hord asked for comments on former Belmont County Commissioner Jim Hepe's passing. Mr. Echemann said he was always gracious and worked hard for Belmont County.

Mr. Hord inquired about the reduction of the sales tax. Mr. Dutton said it is turning around and they are on the right track. He said Belmont County is one of the hardest hit counties in Ohio, but they are hoping for continued growth.

RECESS

Reverend William Webster, Belmont County Census Committee Chair

Re: Census 2020 Update

Reverend Webster said there is less than 30 days remaining for the census to be complete. Numbers will be recorded and given to the President by December 31, 2020. He said, as of August, the national response rate is 65%, Belmont County's response rate is 64.2% and Ohio's response rate is 69.1%. "My concern is for towns and villages and for what are cities today, but may not be cities six months from now. Martins Ferry should remain a city because of the high rise even with their 61% response rate. The response rate nationally is not that great. I think people are suspicious of the whole process," said Reverend Webster. He said enumerators are going out to homes that have not completed their form. Reverend Webster said the pandemic didn't help, he had to cancel events planned where he was going to be speaking. Mr. Dutton said, This has been a very difficult time to conduct a census. Reverend Webster said, "I'm worried for us that Belmont County could loose a ton of money, St. Clairsville, who right now has a 73.1% rate, could loose city status. The paid fire department, EMS, the school district will get hit with lost dollars. Everyone in the county matters, it represents dollars coming back to the county. Mr. Meyer said he appreciates the work done by Reverend Webster and the committee members. "It's a difficult task in a difficult time," said Mr. Meyer

RECESS

COVID-19 UPDATE- Rob Sproul, Deputy Health Commissioner, said there are 710 positive cases, which is the same as yesterday, 652 recoveries, 28 active cases, which dropped almost 50% from last week, five are hospitalized and 25 deaths. He said schools are working very hard and have a good system and so far things are looking pretty good. Mr. Sproul said things are on track for the Belmont County Jr. Fair, they have a lot of hand wash stations, hand sanitizers, etc.

Discussion re: Otto Scales Road Project

September 2, 2020

Frank Shaffer, Pultney Township Trustee, said when the Mt. Victory Road project was done 20 years ago the people on Otto Scales Road was left out. He gave the Board of Commissioners a lot of credit for helping those people. Mr. Dutton thanked Mr. Shaffer for his assistance on the issue.

RECESS

Mr. Dutton said there is no further business to come before the board.

September 2, 2020

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:16 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:16 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of September, 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