

St. Clairsville, Ohio

February 17, 2021

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Josh Meyer and J. P. Dutton, 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. Echemann, seconded by Mr. Meyer 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 her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$458,901.58

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S56.000 Motor Vehicles	E-8010-S030-S55.010 Supplies	\$800.00

S84 EASTERN DIVISION COURT COMPUTER FUND

FROM	TO	AMOUNT
E-1570-S084-S06.000 Computer Software	E-1570-S084-S07.000 Other Expenses	\$5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR JANUARY 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of January 2021.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,611.23
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	0.00
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,478.40
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,867.08
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	9,676.26
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	579.60
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	8,614.77
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	5,095.89
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,891.05
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	10,077.48
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	15,269.23
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,038.64
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	174.69
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	5,369.97
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,842.45
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	7,327.39
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,539.28
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	8,815.47
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	10,928.95
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	5,793.78
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	36,211.20
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	4,030.72
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,773.02
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	6,007.86
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	5,128.42
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	5,339.94
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	28.00

T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	200.13
			167,710.90
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,196.62
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,050.47
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	146.46
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	1,203.51
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	694.09
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	746.03
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	5,871.10
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	0.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	381.93
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	712.87
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	1,251.52
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	173.04
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	264.48
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,955.16
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	124.23
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	99.63
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	72,415.60
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	2,466.10
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	10,820.61
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	5,049.86
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,796.61
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	25,756.78
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	7,299.31
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,950.90
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	504.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	2,047.10
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	620.22
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	1,583.16
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,077.74
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	0.00
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	2,962.51
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	25,507.01
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	6,060.90
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	2,382.80
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	13,278.52
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	14,575.36
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	5,151.94
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	480.60
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	1,209.99
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	807.69
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	54,134.17
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	28,205.85
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	884.43
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,103.70
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	4,485.09

NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	936.39
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	734.70
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	903.27
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	187.88
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,195.41
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	403.86
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	839.31
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	1,029.39
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	210.00
			489,640.80

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated February 17, 2021, 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. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 10, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION
OF A PORTION OF EBBERT NORTH RD. T-219
RICHLAND TWP. SEC. 22, T-6, R-3/RD IMP 1180**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the following Public Road Petition for the vacation of a portion of Ebbert North Rd. T-219 located in Richland Township, Sec. 22, T-6, R-3 and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1180 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04
WITH PETITION
Belmont County, Ohio**

**December 23, 2020
IMP- 1180**

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

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of A Portion of Ebbert North Rd T-219 Richland Twp. Sec.22, T-6, R-3.

A Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Beginning at the dead end of Ebbert North Rd (Township Rd 219)
going 0.13 miles in a north eastern direction in the width of 30 feet.

PUBLIC ROAD PETITION

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
<u>Virginia Ruth Green /s/</u>	<u>52235 National Rd.</u>
<u>Virginia Ruth Green</u>	<u>St. Clairsville, OH 43950</u>
<u>Ronald D. Hindman /s/</u>	<u>68680 Hindman Rd.</u>
<u>Ronald D. Hindman</u>	<u>St. Clairsville, OH 43950</u>
<u>Misty A. Kidd /s/</u>	<u>49787 High Street Ext.</u>
<u>Misty A. Kidd</u>	<u>St. Clairsville, OH 43950</u>
<u>Lisa E. Gallagher /s/</u>	<u>67540 Evensong Rd.</u>
<u>Lisa E. Gallagher</u>	<u>St. Clairsville, OH 43950</u>
<u>Robert E. Stewart /s/</u>	<u>47389 Barlow Road</u>
<u>Robert E. Stewart</u>	<u>St. Clairsville, Ohio 43950</u>
<u>Kirke Porterfield /s/</u>	<u>69616 Vineyard Rd.</u>
<u>Kirke Porterfield</u>	<u>St. Clairsville, OH 43950</u>
<u>Jon S. Lauener /s/</u>	<u>67307 Willow Grove Rd.</u>
<u>Jon S. Lauener</u>	<u>St. Clairsville, OH 43950</u>

<u>Jerry Ebbert /s/</u>	68101 Ebbert Rd.
<u>Jerry Ebbert</u>	St. Clairsville, OH 43950
<u>Zac Ross /s/</u>	68000 Loydsville, Bannock Rd.
<u>Zac Ross</u>	Belmont, OH 43718`
<u>Gary Holubeck /s/</u>	69767 Crestview
<u>Gary Holubeck</u>	St. Clairsville, Oh 43950
<u>Bruce Miller /s/</u>	300 Park Street
<u>Bruce Miller</u>	St. Clairsville OH 43950
<u>Todd Grimes /s/</u>	109 Glendale Ave.
<u>Todd Grimes</u>	St. Clairsville Ohio 43950
<u>Lisa Schmidt /s/</u>	68311 Hindman Road
<u>Lisa Schmidt</u>	St. Clairsville OH 43950
<u>Robert Pickenpaugh /s/</u>	9 Weston Place
<u>Robert Pickenpaugh</u>	St. Clairsville, OH 43950
<u>Jeffrey Ross</u>	301 S. Market Street
<u>Jeffrey Ross /s/</u>	St. Clairsville, OH 43950
<u>John Bowman /s/</u>	66985 Graham Rd.
<u>John Bowman</u>	St. Clairsville, OH 43950
<u>Doris Graham /s/</u>	67145 Graham
<u>Doris Graham</u>	St. Clairsville, Ohio 43950

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION
OF A PORTION OF EBBERT NORTH RD. T-219
RICHLAND TWP. SEC. 22, T-6, R-3/RD IMP 1180**

Office of County Commissioners

Belmont County, Ohio

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1180**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 17th day of February, 2021 at the office of the Commissioners with the following members present:

Mr. Echemann
Mr. Meyer
Mr. Dutton

Mr. Echemann moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a portion of Ebbert North Road T-219, Richland Township, Section 22, T-6, R-3.

RESOLVED, That the 3rd day of March, 2021 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 10th day of March, 2021, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted February 17, 2021

Bonnie Zuzak /s/
Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating," "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05
ROAD IMP. # 1180**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of Ebbert North Road T-219 located in Richland Twp. Sec. 22, T-6, R-3, a public road, the general route and termini of which Road are as follows:

Beginning at the dead end of Ebbert North Rd (Township Rd 219)
going 0.13 miles in a north eastern direction in the width of 30 feet.

Said Board of County Commissioners has fixed the 3rd day of March, 2021, at 12:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 10th day of March, 2021, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

**By Order of the Board of County Commissioners,
Belmont County, Ohio**
Bonnie Zuzak /s/
Bonnie Zuzak, Clerk

ADV. TIMES LEADER (2) Mondays – February 22, 2021 and March 1, 2021

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE
AGREEMENT WITH OHIO GATHERING COMPANY/ENGINEER’S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Ohio Gathering Company, effective February 17, 2021, for the use of 3.48 miles of CR-4 (Barton Road), 2.1 miles of CR-12 (Mercer Road) and 1.70 miles of CR-10 (Barton Blaine Road) for pipeline activity for Ohio Gathering Company pipelines located in Colerain and Richland Townships.

Note: County-Wide Bond #K15756408 for \$1 million and Bond #285062782 for \$500,000 on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE AND COMPRESSOR 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 Ohio Gathering Company, L.L.C., whose mailing address is 43050 Industrial Park Road, Cadiz, Ohio 43907 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads and bridges within Colerain and Richland Townships, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the owner of certain right of way and field agreements, and intends to construct, operate and maintain certain facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] (hereafter collectively referred to as “Pipeline Activity”) located in Colerain and Richland Townships, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 3.48 miles of CR-4 (Barton Road), 2.1 miles of CR-12 (Mercer Road), and 1.70 miles of CR-10 (Barton Blaine Road) for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as “Pipeline Activity”); and

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

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

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

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

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

1. The 2.48 mile portion of CR-4 (Barton Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of US-40 within St. Clairsville and ending at the Three Dads Well Pad. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-4 (Barton Road) for any of its Pipeline Activities hereunder.
2. The 1.0 mile portion of CR-4 (Barton Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-12 (Mercer Road) and ending at the intersection of CR-10 (Barton Blaine Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-4 (Barton Road) for any of its Pipeline Activities hereunder.
3. The portion of CR-12 (Mercer Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of US-250 and ending at the intersection of CR-4 (Barton Road). This represents the entire length of CR-12 (Mercer Road).
4. The portion of CR-10 (Barton Blaine Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-4 (Barton Road) and ending at Temporary Access Road 1 (TAR-1). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-10 (Barton Blaine Road) for any of its Pipeline Activities hereunder.
5. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
6. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad’s discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
7. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Pipeline Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
8. 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 ONE MILLION & 00/100 DOLLARS (\$1,000,000.00) per mile (Bond # K15756408). Operator shall also 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 Bridge # SFN0730459 on CR-10 (Barton Blaine Road) in the amount of FIVE HUNDRED THOUSAND & 00/100 DOLLARS (\$500,000.00) (Bond # 285062782). 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.
9. 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.
10. 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.
11. 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.
12. 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.
- 13. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator’s use of the roads pursuant to this Agreement. “The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority”.
 - 14. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf for this specific agreement.
 - 15. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
 - 16. 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.
 - 17. Agreement shall be governed by the laws of the State of Ohio.
 - 18. This Agreement shall be in effect on February 17, 2021.

Authority
By: Jerry Echemann /s/
Commissioner
By: Josh Meyer /s/
Commissioner
By: J. P. Dutton /s/
Commissioner
By: Terry Lively /s/
County Engineer
Dated: 2-17-2021
Approved as to Form:
David K. Liberati /s/ Assist P.A.
County Prosecutor
Upon roll call the vote was as follows:

Operator
By: Electronically signed by Jeffrey Breen

Printed name: Jeffrey Breen

Company Name: Ohio Gathering Company, L.L.C.

Title: Transportation Permits Manager

Dated: 2/16/21

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

**IN THE MATTER OF APPROVING THE NOTICE TO PROCEED FOR
BELMONT COUNTY WATER AND SEWER DISTRICT WATER PROJECTS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Notice to Proceed. for the following Belmont County Water and Sewer District water projects, based upon the recommendation of Kelly Porter, Director.

- Guernsey Street Water Treatment Plant-Christman Constructors, Inc.
- Watermain Replacement Phase 1-J. S. Bova Excavating, LLC.
- Watermain Replacement Phase 2-Rudzik Excavating, Inc.
- Little McMahon Creek Road Booster Station-Border Patrol, LLC.
- AMI Meter Replacement -Zenner USA
- Belmont Co. Water & Sewer District Service Building Addition-Jarvis, Downing & Emch, Inc.

NOTICE TO PROCEED

Owner:	Belmont County Commission, 101 West Main Street, St. Clairsville, Ohio 43950	Owner's Project No.:	
Engineer:	Poggemeyer Design Group, Inc., 1168 North Main Street, Bowling Green, Ohio 43402	Engineer's Project No.:	310700-00007
Contractor:	Christman Constructors, Inc., 324 East South Street, Lansing, Michigan 48910	Contractor's Project No.:	
Project:	Water Treatment Plant Improvements Including All Allowances		
Contract Name:	Entire Contract		
Effective Date of Contract:	JANUARY 27, 2021		

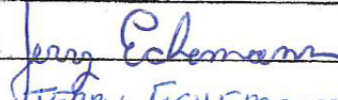
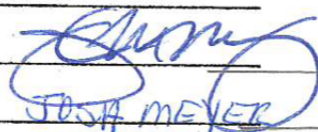

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on MARCH 1, 2021 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **425 days, from Agreement** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of APRIL 30, 2022; and the number of days to achieve readiness for final payment is **500 days, from Agreement** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of JULY 14, 2022.

Before starting any Work at the Site, Contractor must comply with the following:

Owner:	Belmont County Commission		
By (signature):			
Name (printed):	JERRY ECHEMANN	J.P. DUTTON	J.P. DUTTON
Title:	PRESIDENT	VICE-PRES.	MEMBER
Date Issued:	2-17-2021		
Copy:	Engineer		

NOTICE TO PROCEED

Owner:	Belmont County Commission, 101 West Main Street, St. Clairsville, Ohio 43950	Owner's Project No.:	
Engineer:	Poggemeyer Design Group, Inc., 1168 North Main Street Bowling Green, Ohio 43402	Engineer's Project No.:	310700-00009
Contractor:	J.S. Bova Excavating, LLC 235 State Street, PO Box 296 Struthers, OH 44471	Contractor's Project No.:	
Project:	Water Main Replacement, Phase I		
Contract Name:	Entire Contract		
Effective Date of Contract:	JANUARY 27, 2021		

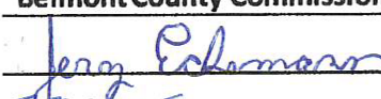
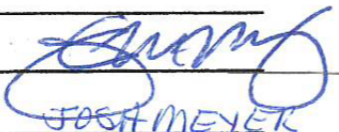

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on MARCH 1, 2021 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **330 days, from Agreement** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of JANUARY 26, 2022; and the number of days to achieve readiness for final payment is **365 days, from Agreement** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of MARCH 1, 2022.

Before starting any Work at the Site, Contractor must comply with the following:

Owner:	Belmont County Commission		
By (signature):			
Name (printed):	JERRY ECHEIMANN	JOSH MEYER	J. P. DUTTON
Title:	PRESIDENT	VICE-PRES.	MEMBER
Date Issued:	2-17-2021		
Copy:	Engineer		

NOTICE TO PROCEED

Owner:	Belmont County Commission, 101 West Main Street, St. Clairsville, Ohio 43950	Owner's Project No.:	
Engineer:	Poggemeyer Design Group, Inc., 1168 North Main Street Bowling Green, Ohio 43402	Engineer's Project No.:	310700-00009
Contractor:	Rudzik Excavating, Inc. 401 Lowellville Road Struthers, OH 44471	Contractor's Project No.:	
Project:	Water Main Replacement, Phase II		
Contract Name:	Entire Contract		
Effective Date of Contract:	JANUARY 27, 2021		

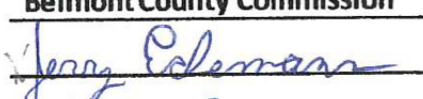
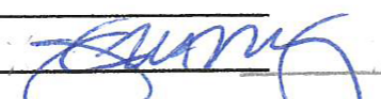

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on MARCH 1, 2021 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **330 days, from Agreement** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of JANUARY 26, 2022; and the number of days to achieve readiness for final payment is **365 days, from Agreement** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of MARCH 1, 2022.

Before starting any Work at the Site, Contractor must comply with the following:

Owner:	Belmont County Commission		
By (signature):			
Name (printed):	GERRY ECHEMANN	JOSH MEYER	J. P. DUTTON
Title:	PRESIDENT	VICE-PRES.	MEMBER
Date Issued:	2-17-2021		
Copy:	Engineer		

NOTICE TO PROCEED

Owner:	Belmont County Commission, 101 West Main Street, St. Clairsville, Ohio 43950	Owner's Project No.:	
Engineer:	Poggemeyer Design Group, Inc., 1168 North Main Street, Bowling Green, Ohio 43402	Engineer's Project No.:	310700-00010
Contractor:	Border Patrol, LLC, 86120 Water Works Road, Hopedale, Ohio 43976	Contractor's Project No.:	
Project:	Little McMahon Creek Road Booster Station Including All Allowances		
Contract Name:	Entire Contract		
Effective Date of Contract:	JANUARY 27, 2021		

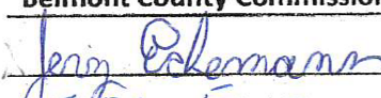
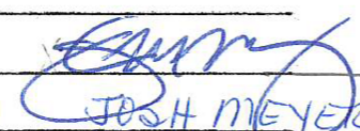
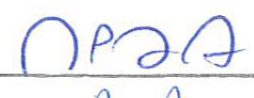
Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on MARCH 1, 2021 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **270 days, from Agreement** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of NOVEMBER 26, 2021; and the number of days to achieve readiness for final payment is **300 days, from Agreement** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of DECEMBER 27, 2021.

Before starting any Work at the Site, Contractor must comply with the following:

Owner:	Belmont County Commission		
By (signature):			
Name (printed):	JERRY ECHEMANN	JOSH MEYER	J. P. DUTTON
Title:	PRESIDENT	VICE-PRES.	MEMBER
Date Issued:	2-17-2021		
Copy:	Engineer		

NOTICE TO PROCEED

Owner:	Belmont County Commission , 101 West Main Street, St. Clairsville, Ohio 43950	Owner's Project No.:	
Engineer:	Poggemeyer Design Group, Inc., 1168 North Main Street, Bowling Green, Ohio 43402	Engineer's Project No.:	310700-00013
Contractor:	Zenner USA, 15280 Addison Road, Suite 240, Addison, Texas 75001	Contractor's Project No.:	
Project:	AMI Meter Replacement (Base Bid plus Alternate Bid for 10 Year Warranty)		
Contract Name:	Entire Contract		
Effective Date of Contract:	JANUARY 27, 2021		

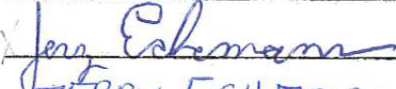
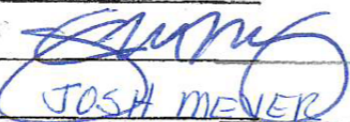

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on MARCH 1, 2021 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **270 days, from Agreement** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of NOVEMBER 26, 2021; and the number of days to achieve readiness for final payment is **300 days, from Agreement** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of DECEMBER 27, 2021.

Before starting any Work at the Site, Contractor must comply with the following:

Owner:	Belmont County Commission		
By (signature):			
Name (printed):	JERRY ECHEMANN	JOSH MEYER	J. P. DUTTON
Title:	PRESIDENT	VICE-PRES.	MEMBER
Date Issued:	2-17-2021		
Copy:	Engineer		

NOTICE TO PROCEED

Owner:	Belmont County Commission, 101 West Main Street, St. Clairsville, Ohio 43950	Owner's Project No.:	
Engineer:	Poggemeyer Design Group, Inc., 1168 North Main Street, Bowling Green, Ohio 43402	Engineer's Project No.:	310700-00014
Contractor:	Jarvis, Downing & Emch, Inc., 200 GC & P Road, P.O. Box 6253, Wheeling, West Virginia 26003	Contractor's Project No.:	
Project:	Service Building Addition		
Contract Name:	Entire Contract		
Effective Date of Contract:	JANUARY 27, 2021		

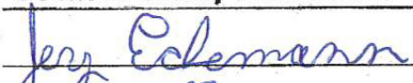
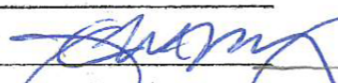

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on MARCH 1, 2021 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **300 days, from Agreement** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of DECEMBER 27, 2021; and the number of days to achieve readiness for final payment is **330 days, from Agreement** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of JANUARY 26, 2022.

Before starting any Work at the Site, Contractor must comply with the following:

Owner:	Belmont County Commission		
By (signature):			
Name (printed):	JERRY ECHEMANN	JOSH MEYER	J. P. DUTTON
Title:	PRESIDENT	VICE-PRES.	MEMBER
Date Issued:	2-17-2021		
Copy:	Engineer		

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SERVICE ORDER WITH COMCAST BUSINESS FOR ATM LINE/JUSTICE & OFFICE COMPLEX

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the Service Order, for a three-year term, with Comcast Business for the ATM line at the Belmont County Justice & Office Complex in the amount of \$24.95 monthly charge and a one-time installation charge of \$24.95.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE IN-FLIGHT CHANGE CONFIRMATIONS
FORMS FROM COMCAST BUSINESS/JUSTICE & OFFICE COMPLEX**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the In-Flight Change Confirmation Forms from Comcast Business to add additional phone lines for the following locations at the Belmont County Justice and Office Complex:

- Western Court-Two lines in the amount of \$39.90 with a one-time installation charge of \$59.90
- Northern Court-Three lines in the amount of \$59.85 with a one-time installation charge of \$89.85
- Eastern Court-One line in the amount of \$19.95 with a one-time installation charge of \$29.95
- Prosecutor’s office-One line in the amount of \$19.95 with a one-time installation charge of \$29.95

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:32 A.M

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:01A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:01 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there is one motion.

**IN THE MATTER OF APPROVING PAID ADMINISTRATIVE
LEAVE FOR SSOBC EMPLOYEES**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve paid administrative leave for hours not worked due to COVID-19 to complete the employee's regular scheduled hours effective December 6, 2020, not to exceed March 31, 2021, for Senior Services of Belmont County.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 11:27 a.m. Present: Commissioners Echemann, Meyer and Dutton.

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:27 A.M.
Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:27 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 24th day of February, 2021.

Jerry Echemann /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, Jerry Echemann 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.

Jerry Echemann /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK