

St. Clairsville, Ohio

December 15, 2021

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer and J. P. Dutton, Commissioners and Bonnie Zuzak, Clerk of the Board. Absent: Commissioner Jerry Echemann

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Meyer, seconded by Mr. Dutton 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 \$3,657,730.91

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0160-A009-D14.000 Building Fund	E-0160-A009-D02.002 Salaries-Employees	\$14,000.00
E-0257-A015-A15.074 Transfers Out	E-0011-A001-B02.002 Salaries-Employees	\$17,588.00

K00 MOTOR VEHICLE AND GASOLINE TAX

FROM	TO	AMOUNT
E-2812-K000-K22.004 Worker’s Compensation	E-2812-K000-K12.000 Materials	\$674.44

P05 WATER WORKS FUND

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P31.000 Other Expenses	\$20,000.00

S12 BELMONT CO. PORT AUTHORITY

FROM	TO	AMOUNT
E-9799-S0112-S07.000 Prof. Services	E-9799-S012-S02.006 Hospitalization	\$100.00

S70 BELMONT CO. SENIOR PROGRAMS

FROM	TO	AMOUNT
E-5005-S070-S01.002 Salary	E-5005-S070-S03.004 Workers’ Comp	\$8,805.91
E-5005-S070-S12.000 Capital Outlay	E-5005-S070-S16.000 Food	\$75,000.00
E-5005-S070-S19.000 Maintenance/Repair Vehicles	E-5005-S070-S16.000 Food	\$30,000.00
E-5005-S070-S20.000 Office Supplies	E-5005-S070-S16.000 Food	\$15,000.00

S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

FROM	TO	AMOUNT
E-1520-S077-S03.003 PERS	E-1520-S077-S01.002 Salaries	\$477.49
E-1520-S077-S03.003 PERS	E-1520-S077 S04.006 Hospitalization	\$6.75
E-1520-S077-S03.003 PERS	E-1520-S077-S05.004 Workers Comp	\$151.82

S86 NORTHERN CRT-GEN SPEC PROJECTS

FROM	TO	AMOUNT
E-1561-S086-S01.002 Salaries	E1561-S086-S03.006 Hospitalization	\$1,929.37

S87 EASTERN CRT-GEN SPEC PROJECTS

FROM	TO	AMOUNT
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S03.006 Hospitalization Insurance	\$1,929.37

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 15, 2021:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0048-A002-K02.010	Supplies	\$259.76
E-0056-A006-E05.000	Contract Repairs	\$4.91
E-0056-A006-E13.012	Equipment	\$27.82
E-0061-A002-B08.000	Witness Fees	\$4,735.49

S78 Special Revenue Fund

E-1210-S078-S08.011	Contract Services	\$194,052.42
---------------------	-------------------	--------------

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the December 15, 2021, meeting date:

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas Commrs	\$43,311.57
E-0131-A006-A04.002	Salaries-Road Deputies	\$1,000.00

B00 DOG AND KENNEL FUND

E-1600-B000-B09.004	Workers’ Compensation	\$1,096.24
---------------------	-----------------------	------------

N22 WWS CAPITAL IMPROVEMENTS

E-9022-N022-N04.055	Contract Projects	\$8,424.19
E-9022-N022-N17.000	USDA Water Projects	\$2,594,031.48

S12 BELMENT CO. PORT AUTHORITY

E-9799-S012-S14.074	Transfers Out	\$5,105.99
---------------------	---------------	------------

S33 DISTRICT DETENTION HOME

E-0910-S033-S47.006	Hospitalization	\$39,339.14
Upon roll call the vote was as follows:		
	Mr. Meyer	Yes
	Mr. Dutton	Yes
	Mr. Echemann	Absent

**IN THE MATTER OF AMENDING THE TRANSFER OF FUNDS FOR
HOSPITALIZATION CHARGEBACKS FOR NOVEMBER & DECEMBER 2021**

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following amendment to transfer of funds
for Hospitalization Chargebacks for the months of November & December 2021

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	-5,281.38
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	5,281.38
		TOTALS	0.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AMENDING THE TRANSFER OF FUNDS FOR MUTUAL OF
OMAHA LIFE INSURANCE CHARGEBACKS FOR THE FOURTH QUARTER PERIOD:
OCTOBER , NOVEMBER AND DECEMBER 2021**

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following amendment to transfer of funds
for the Mutual of Omaha Life Insurance Chargebacks for the Fourth Quarter (October, November
and December 2021)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	2.25
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	-2.25
	Total amount this transfer		0.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to request the Belmont County Budget Commission certify the following monies.
B00 DOG AND KENNEL FUND/GENERAL FUND TRANSFER-\$1,096.24 transferred from the General Fund into R-1611-B000-B11.574
on 12/08/2021 *(Transferred from transfer out)*
OIL & GAS RECEIPTS NOVEMBER AND DECEMBER/GENERAL FUND-\$43,311.57 deposited into R-0050-A000-A02.500 on dates
below-

11/29/2021	\$514.55
11/29/2021	\$110.11
11/29/2021	\$13,013.33
11/29/2021	\$11,963.55
11/29/2021	\$310.34
12/03/2021	\$396.37
12/06/2021	\$13,294.57
12/06/2021	\$696.78
12/06/2021	\$158.81
12/06/2021	\$180.35
12/06/2021	\$1,193.79
12/06/2021	\$431.30
12/06/2021	\$946.53
12/07/2021	\$101.19
TOTAL	\$43,311.57

VOIDED CHECK #260087/2020 CLOSED PO

<u>General Fund</u>			
PO# 522302	E-0048-A002-K02.010	Supplies	\$259.76
Upon roll call the vote was as follows:			

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated December 15, 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. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

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

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows:

AUDITOR’S-Dustin Brak to Reynoldsburg, OH, on December 17, 2021, for testing and training for the Weights and Measures Department. Estimated expense: \$100.00

SSOBC-Lori Parsons to Cambridge, OH, on December 16, 2021, for a senior outing to Dicken’s Victorian Village and Theo’s Restaurant, Sue Hines to Moundsville, WV, on January 7, 2022, for a senior outing to Bob’s Lunch and Dollar Tree. Kay Driscoll to Sugarcreek, OH, on January 12, 2022, for a senior outing to Der Dutchman Restaurant. Lori Parsons to Wheeling, WV, on January 13, 2022, for a senior outing to Sonny Boy’s Restaurant and Wheeling Downs. Lori Parsons to Adena, OH, on January 27, 2022, for a senior outing to Linda’ Country Kitchen and Sienna Hills Nursing Home. County vehicles will be used for travel.

WATER & SEWER DISTRICT-Mario DeFelice, Josh Materkoski and John Yeager to Minvera, OH, during the week of December 13, 2021 and/or the week of December 27, 2021, for the disposal of asbestos material at Minerva Enterprises. There may be multiple trips with two employees going at a time. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 8, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING JOSEPH ANASTASIA AS A
PART-TIME DELIVERY WORKER (DRIVER)/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Joseph Anastasia as a part-time Deliver Worker (Driver) at Senior Services of Belmont County, effective December 20, 2021.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AMENDING START DATE OF EUGINIA BLAZAK,
FULL-TIME DELIVERY WORKER (DRIVER)/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to amend the motion of December 1, 2021 hiring Eugenia Blazak as a full-time Delivery Worker (Driver) at Senior Services of Belmont County, to change the start date to December 20, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTMENTS TO THE BELMONT
COUNTY TRANSPORTATION IMPROVEMENT DISTRICT(TID) BOARD**

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following reappointments to the Belmont County Transportation Improvement District (TID) board for a two-year term, per ORC 5540.02 (D), effective January 1, 2022 through December 31, 2023:

J. P. Dutton, Belmont County Commissioner
Terry Lively, Belmont County Engineer
Larry Merry, Belmont County Port Authority Director
Jim Zucal, Urban Planner
James Graham, Registered Professional Engineer

Upon roll call the vote was as follows:

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

Mr. Dutton said the TID board has been doing some really good work over the past few years. The board formed a little over ten years ago as part of working on the Mall Commons Crossing project. Since then three projects were completed in the last three years.

**IN THE MATTER OF APPROVING PROPOSAL FROM
LIMBACH CONTROLS GROUP/JAIL**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the proposal from Limbach Controls Group for diagnostic services on the Automated Logic Controls in the amount of \$1,350.00 for the Belmont County Jail.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
-----------	-----

Mr. Dutton	Yes
Mr. Echemann	Absent

**IN THE MATTER OF ASSIGNING AUTHORITY TO FACILITIES
DIRECTOR SCOTT LARKIN TO APPROVE QUOTES FOR
REPAIRS AND PURCHASES NEEDED UNDER \$2,500**

Motion made by Mr. Meyer, seconded by Mr. Dutton to assign authority to the Belmont County Facilities Director Scott Larkin to approve quotes for repairs and purchases needed under \$2,500 for Belmont County buildings.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF VEHICLE
FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the following vehicle purchase for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski:

- One (1) 2021 Dodge Ram Truck from Belmont Dodge, Chrysler, Jeep, Ram at the estimated price of \$47,004.00 to be used for home delivered meals distribution.

Note: This vehicle will be purchased with the State/Federal grant allocation and is an additional vehicle for their fleet.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF VEHICLE
FOR BELMONT COUNTY ENGINEER’S DEPARTMENT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the purchase of one (1) 2020 Freightliner 114SD, for a total cost of \$157,738.00 from Fyda Freightliner Western Star through the State of Ohio Cooperative Purchasing Contract, based upon the recommendation of Belmont County Engineer Terry Lively.

Note: This is an additional vehicle to their fleet and will be paid for by the MVGT fund.

Upon roll call the vote was as follows:

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

Belmont County Engineer Terry Lively said there were three trucks ordered by ODOT and they had the wrong transmission when they were delivered so Belmont County was able to get one at a reduced cost.

**IN THE MATTER OF ADOPTING THE RESOLUTION OF THE BOARD OF
BELMONT COUNTY COMMISSIONERS DECLARING THREE (3) SCBA
COMPRESSOR/FILL STATIONS OBSOLETE AND NOT NEEDED FOR COUNTY USE,
AND APPROVING THEIR DONATION TO CUMBERLAND TRAIL FIRE DISTRICT NO. 4**

The Board of County Commissioners of Belmont County, Ohio, met this 15th day of December, 2021 in Regular Session with the following members present:

Mr. Meyer
Mr. Dutton

Mr. Meyer introduced the following resolution and moved its adoption:

WHEREAS, a SCBA Compressor/Fill Station has been located at the Bellaire Fire Department Fire Station, Bethesda Fire Department Fire Station and Cumberland Trail Fire District No. 4 Fire Station since 1995 and are no longer of use to said department or the County; and

WHEREAS, this Board wishes to declare that said SCBA Compressors/Fill Stations are obsolete and not needed for public use, and to donate the said compressors to Cumberland Trail Fire District No. 4, according to Section 307.12 of the Ohio Revised Code;

WHEREAS, pursuant to Ohio Revised Code Section 307.12(D) *the board may sell or donate county personal property to the federal government, the state, or any political subdivision of the state without advertisement or public notification*, and;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF BELMONT COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO:

THAT, three (3) SCBA Compressors/Fill Stations is hereby declared to be obsolete and not needed for County use and ordered to be donated to the Cumberland Trail Fire District No. 4.

Mr. Dutton seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as followed:

Mr. Meyer	<u>Yes</u>
Mr. Dutton	<u>Yes</u>
Mr. Echemann	<u>Absent</u>

**IN THE MATTER OF APPROVING THE PURCHASE OF THE
PERFORMANCE OF SERVICES CONTRACT BETWEEN
BCDJFS AND REBECCA SAFKO, CONSULTANT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Purchase of the Performance of Services contract between Belmont County Department of Job and Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Opportunity Act (WIOA) Area 16 effective January 1, 2022 through December 31, 2022 in an amount not to exceed \$35,000.00.

Note: This contract can be extended for up to four additional years through 2025.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract, entered into on this 15th day of **December, 2021**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter “Contractor”), is for the purchase of the performance of the following services: WIOA Area 16 fiscal services that meet the requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide WIOA Area 16 fiscal services. The Purchaser has agreed to use WIOA Funds (CFDA # 17.258, #17.259, and #17.278), Comprehensive Case Management Employment Program (CCMEP) TANF Funds (CFDA #93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and other workforce related funding coming to the area after the date of this contract that support the activities performed under this contract.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services

310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075
Contractor: Rebecca Safko
1446 Iroquois Drive
Pittsburgh, PA 15205
740-632-4671

III CONTRACT PERIOD

This contract and its terms will become effective on January 1, 2022. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2022.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser’s choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor’s breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor’s failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

CCMEP is the Comprehensive Case Management Employment Program.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. The professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be January 1, 2021 through December 31, 2021. At a minimum, this contract requires the Contractor to perform the following services:

Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County’s submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WDB, act as liaison between ODJFS and Area 16 counties, assist counties with WIOA audits, as needed; prepare the Area 16 audit schedules and footnotes; act as a liaison with the Auditor of State regarding the Area 16 audit; maintain Area 16 fiscal documentation; and perform monitoring of the Belmont County CCMEP TANF population caseload.

2. Contractor shall meet all service requirements of this contract.

Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.

3. Contractor shall meet all performance standards included and incorporated into this document. Contractor’s failure to meet these standards will be a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein. **Purchaser Responsibilities**

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Innovation and Opportunity Act program and related activities as they apply to all counties in WIOA Area 16.
4. Purchaser will monitor Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties’ WIOA programs.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the first to the last day of that month. Failure of Contractor to deliver all required invoices by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser’s discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act Funds (CFDA # 17.258, #17.259, and #17.278), CCMEP TANF Funds (#93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and subsequent related workforce funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$35,000.00 (12-month contract). All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year. Upon a satisfactory review, the contract may be extended for up to three (3) additional calendar years not to extend beyond December 31, 2025. The contract amount includes an additional \$1,000.00 of CCMEP TANF Funding for providing monitoring services of the CCMEP TANF participants. The total contract amount shall not exceed \$36,000.00 annually. The contract amount will be increased by 2% annually for years 2-4 to adjust for inflation.**

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th. day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.

Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$35,000.00.

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after acceptance of closeout report. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser’s consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor’s performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser

may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Area 16 Workforce Development Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and

all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees, if applicable.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or

this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance

hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract.

Contractor is solely

responsible for making payments to any and all subcontractors for any services they

may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board in connection with any omission or negligent action.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws. During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND “ANTI-KICKBACK” ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

Rebecca Safko, Proposed Services Budget

January 1, 2022 through December 31, 2022

Weekly	Hours to Perform	Frequency	Annual Hours Budgeted
Draw Process	0.5	50	25
Emails & Technical Assistance	3.0	52	156
Monthly			
Process Financials	4.0	12	48
Review & Oversight	2.0	12	24
Maintain & Update Budgets	0.5	10	5
County Financials – Belmont & Harrison	1.0	12	12
County Financials – Input Jefferson	2.0	12	24
Quarterly			
One-Stop	1.0	4	4
COG/WIB	8.0	4	32
State Fiscal Meeting (Columbus)	5.0	4	20
Reconcile with State Financials	2.0	4	8
Annually			
Audit Belmont WIOA	8.0	1	8
Audit Area 16 & Certifications	12.0	1	12
Monitoring:			
Belmont – Fiscal & Program	16.0	1	16
Belmont – Youth Contract	8.0	1	8
Carroll – Fiscal & Program	12.0	1	12
Harrison – Fiscal & Program	8.0	1	8
Jefferson – CDJFS Fiscal & Admin	8.0	1	8
Jefferson – CAC Fiscal & Program	30.0	1	30
Research	10.0	1	10
Write-up & Record Keeping	10.0	1	10
WIOA System Development/ State Required Training/ Technical Assistance			80
WIOA Meetings & Account and/or Monitoring Training			40
		Total Hours	600
		Hourly Rate	\$50
12 Month Contract, Compensation for Activities Detailed Above			\$30,000.00

IN THE MATTER OF APPROVING AMENDMENT TO THE AGREEMENT
APPROVED ON JUNE 6, 2018, WITH ADR & ASSOCIATES, LTD/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the amendment to the agreement approved on June 6, 2018, for engineering services with ADR & Associates, LTD, for the Summerhill Lift Station project for an increase of \$38,257.18 for a new contract total of \$121,777.18, based upon the recommendation of Kelly Porter, Water and Sewer District Director.
Note: This is due to a longer construction duration and will be paid from the USDA grant/loan funding package.

This is **EXHIBIT K**, consisting of [2] pages,
referred to in and part of the **Agreement**
between Owner and Engineer for Professional
Services dated [6/6/18].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 01

The Effective Date of this Amendment is: 12-15-21.

Background Data

Effective Date of Owner-Engineer Agreement: June 6, 2018

Owner: Belmont County Commissioners

Engineer: ADR & Associates, Ltd.

Project: Summerhill Pump Station Replacement

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

X Modifications of payment to Engineer

Description of Modifications:

- 1. This is a modification request to increase the contract amount for the Resident Project Representative (Inspection & Administration) phase of the project due to a longer construction duration than what was estimated during the pre-design phase of the project. In the agreement construction was estimated at 12 weeks for construction and with the current completion date of Dec. 30, 2021 the duration will be 23 weeks.***
- 2. Costs for review and permit fees that the County reimbursed ADR for.***

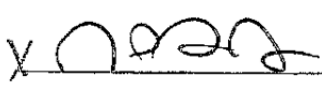

Agreement Summary:


Original agreement amount:	\$ <u>83,520.00</u>
Net change for prior amendments:	\$ <u> </u>
This amendment amount:	\$ <u>38,257.18</u>
Adjusted Agreement amount:	\$ <u>121,777.18</u>

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
	
By: <u>J.P. DUTTON</u>	By: <u>ADR & ASSOCIATES, LTD</u>
Print	Print
name: <u>JOSH MEYER</u>	name: <u>Douglas E. Mill</u>
Title: <u>BELMONT Co. COMMISSIONERS</u>	Title: <u>CEO</u>
Date Signed: <u>12-15-21</u>	Date Signed: <u>12-10-21</u>

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**ATTACHMENT LICENSE AGREEMENT WITH OHIO
POWER COMPANY/WATER & SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Wireless Pole Attachment License agreement with Ohio Power Company, on behalf of the Belmont County Water and Sewer District, for the purpose of attaching wireless communications attachments on Owner’s distribution poles, based upon the recommendation of Kelly Porter, Belmont County Water and Sewer District Director.
Note: There is no charge for this and is for the Water & Sewer District’s new metering system.

**WIRELESS POLE ATTACHMENT
LICENSE AGREEMENT**

This Agreement is entered into as of December 15, 2021 between Ohio Power Company an Ohio corporation (herein called "Owner"), and the **Belmont County Water & Sewer District**, having its principal office in St. Clairsville, OH (herein called "Licensee"),

Background Information

- A. Licensee seeks access to Owner’s poles pursuant to 47 U.S.C. §224 or any applicable federal and state laws and regulations, for the purpose of attaching certain wireless communications attachments, including an antenna system and all associated equipment, and to install future attachments (hereinafter referred to as “Attachments”) on Owner’s distribution poles in accordance with the terms and conditions of this Agreement and for the purpose of Licensee engaging in wireless communication services within Owner’s service territory.

- B. Owner is willing to comply with the mandatory access request of Licensee and permit Licensee on a non-exclusive basis to continue placing and maintaining the Attachments on said poles pursuant to the terms and conditions of this Agreement and any applicable federal and state laws and regulations.

Statement of Agreement

The parties acknowledge the accuracy of the above background information and in consideration of the promises and mutual covenants set forth herein agree as follows:

1. **Scope of License**

Owner shall grant to Licensee a revocable, non-exclusive and limited license to make attachments to Owner's distribution poles in accordance with the terms of this Agreement. Subject to the requirements of applicable law and upon compliance with the permitting requirements hereunder, Licensee shall only use the Attachment (“Attachment”) at the power levels approved by Owner, for its Represented Use as defined in Section 15 of this Agreement. Nothing in this Agreement shall be construed as a grant by Owner of an exclusive license, right or privilege to Licensee, nor as a limitation, restriction, or prohibition upon Owner's right to grant interests to third parties to the poles licensed hereunder that do not interfere with Licensee’s facilities, to the extent consistent with Owner's obligations provide access to third parties pursuant to 47 USC 224 or other applicable law.

All poles covered by this Agreement remain the property of Owner regardless of any payment by Licensee toward their cost. No use, however extended, of Owner's poles or payment of any fee or charge required hereunder shall create or vest in Licensee any claim of title, interest or ownership in such poles. Nothing in this Agreement shall be construed to compel Owner to construct, reconstruct, retain, extend, repair, place, replace or maintain any poles which, in Owner's sole discretion, is not needed for its own purposes. Owner and its successors and assigns shall have the right to operate, relocate and maintain its poles and attendant facilities in such a manner as will best enable it, in its sole discretion, to fulfill its service requirements.

"Affiliate" as used in this Agreement means any person or entity that directly or indirectly controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power directly or indirectly to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

2. Permitting

A. General Requirements

- i) Licensee shall submit a pole attachment construction proposal in a format acceptable to Owner (a "Proposal") prior to installing or modifying any Attachment on any pole of Owner. However, Licensee shall not be required to submit a Proposal for any maintenance, repair and/or modification of its existing facilities and Attachment so long as Licensee's maintenance, repair and/or modification work does not change the location of Licensee's Attachment on Owner's pole or materially increase the weight, capacity, and/or tension of Licensee's Attachment on Owner's pole. The Proposal shall contain the pole number, if available and the number of poles to be attached, the position on the pole, and any other information Owner requests in order to determine Attachment compatibility with existing attachments located on the proposed pole and the impact such Attachment will have on the pole's loading, clearances, safety and reliability concerns.
- ii) Owner shall invoice Licensee for the total actual and reasonable cost of a project or transaction, including all applicable materials, labor and overheads, and all actual time spent supervising any contractors employed for such project, with book value credit for any material actually salvaged by Owner ("Total Cost"), for all expenses Owner incurs that are associated with the preparation or review of any Engineering Reviews (as defined in Subsection B.i below) or Make Ready Estimates (as defined in subsection D.ii below). Licensee shall pay Owner in advance for any make ready work Owner elects to undertake. Any of the deadlines set forth within this Section 2 may be extended at Owner's option in cases where extensions in time for review and make ready are permitted pursuant to applicable state or federal law and regulations.
- iii) The billing for any make ready work undertaken by Owner shall be based upon the Make Ready Estimate, but Owner may issue supplemental invoices if the actual and reasonable costs of such make ready work exceeds the Make Ready Estimate. Licensee may also request within sixty (60) days of the completion of any make ready work an accounting of the actual expenses incurred for such make ready work. If such actual expenses exceed the Make Ready Estimate, then Owner shall issue a supplemental invoice for such deficit and Licensee shall pay such supplemental invoice within forty-five (45) days of receipt. If such accounting indicates that the actual expense was less than the Make Ready Estimate, then Owner shall reimburse Licensee the excess within forty-five (45) days of such determination.
- iv) If a material change in the Make Ready Estimate occurs, Owner will use reasonable efforts to notify Licensee of such change; provided, however, that

Owner's failure to do so will not relieve Licensee of its obligation to pay the Total Cost of all Make Ready work as required under this Section.

B. Review of Proposals

- i) Upon receipt of a complete Proposal, Owner shall have the option to review each pole Licensee seeks to occupy to determine whether such pole can accommodate the proposed Attachment ("Engineering Review") and to then, within forty five (45) days after submission of the Proposal, notify Licensee whether such Attachment can commence without modifications or rearrangement of the pole or whether certain actions must be undertaken prior to Licensee's construction of the proposed Attachment. Owner shall provide Licensee Notice within fifteen (15) days after submission of a Proposal if it believes the Proposal is incomplete or if Owner elects to forgo conducting the Engineering Review.
- ii) If Owner elects to forego conducting the Engineering Review or has not completed it within forty-five (45) days of Owner's receipt of the Proposal, then Licensee shall submit such Proposal to a contractor which Owner has approved to conduct Engineering Reviews and make ready work (an "Approved Contractor"). Licensee shall notify Owner if an Approved Contractor has been utilized for such Engineering Review within fifteen (15) days of submission to such approved contractor.
- iii) Owner, or the Approved Contractor, shall then conduct such Engineering Review in accordance with all applicable design standards set forth within regulations or codes promulgated by any federal, state, local or other governmental authority having jurisdiction, the National Electrical Safety Code (NESC), and Owner's design standards (the "Standards"). Where one standard is more restrictive than the other standard, the most restrictive standard shall be applied. When an Approved Contractor is utilized, the Approved Contractor shall then submit such Engineering Review to Owner for further action and review.
- iv) To the extent required by 47 USC 224 and any applicable federal or state law or regulations, Licensee may place its attachments on any parts of the pole to the extent consistent with consideration of capacity, safety, reliability and engineering concerns. Any denial of access shall be in writing and shall include all relevant information supporting its denial, and how denial of access is based on lack of capacity and/or safety, reliability or engineering concerns.

C. Attachments Where No Make Ready Work is Necessary

- i) If the Engineering Review indicates that the proposed Attachment can be accommodated on the pole without any rearrangement of existing attachments or replacement of the pole, then Owner shall provide Notice to Licensee within the timeframe set forth in section 2.B.ii that Licensee may proceed with construction ("Notice to Proceed") which Notice shall constitute Owner's written approval of the Attachment(s). Licensee may then proceed with the attachment of its facilities and shall give Notice to Owner of its completion of such attachment within thirty (30) days of completing the work. If Owner has not received Notice of such completion of the work within ninety (90) days of the Notice to Proceed, then Owner shall have the option, in its sole discretion, to cancel the Proposal,

except if Licensee has commenced construction but will not complete it by the 90th day, Licensee will advise Owner prior to the 90th day and the parties will establish a new deadline for completion.

- ii) If Owner does not receive Notice whether Licensee has constructed its proposed Attachments within ninety (90) days after Licensee's receipt of the Notice to Proceed, Owner may assume that such Attachment(s) have been constructed and the obligation for Licensee to pay Annual Attachment Fees (as defined in below for such proposed Attachment(s)) shall commence as of the date of the Notice to Proceed.

D. Attachments in Communications Space Where Make Ready Work is Required

- i) If the Engineering Review indicates that rearrangements of existing communications facilities in the communications space of the pole (forty inches below Owner's lowest electric equipment and above applicable ground clearance requirements (the "Communications Space") will be required to accommodate Licensee's proposed Attachment, then Owner may elect to provide Licensee a written cost estimate of making the pole ready (the "Make Ready Estimate") for attachment. If Owner fails to provide such Make Ready Estimate within fourteen (14) days after Owner's receipt of the completed Engineering Review, then Licensee shall engage an Approved Contractor to determine the Make Ready Estimate and provide to Owner for approval and upon Owner's approval of the Make Ready Estimate, Owner shall issue a Notice to Proceed with the Make Ready Estimate to Licensee.
- ii) If the Engineering Review indicates that rearrangements of Owner's electric facilities will be required to accommodate Licensee's proposed Attachment, then Owner shall prepare a Make Ready Estimate within fourteen (14) days of the completed Engineering Review setting forth the Total Cost, for the rearrangement of Owner's facilities, and confirm that the relevant Attachments will be authorized hereunder upon payment of the make ready estimate and the completion of the make ready work.
 - (1) Within fourteen (14) days of Licensee's receipt of Owner's Make Ready Estimate, Licensee shall provide Notice to Owner of whether Licensee is electing to have such make ready work undertaken at Licensee's expense ("Election to Proceed with Make Ready"). If Licensee fails to respond within such fourteen (14) days with payment, then Owner may withdraw the Make Ready Estimate and Licensee must resubmit the Proposal.
 - (2) Upon receipt of payment for the full amount of the Make Ready Estimate, Owner shall complete such make ready work within the time requirements set forth in under federal law and regulations, except where there is an applicable state law or regulation setting forth a different time requirement, in which case the applicable state law or regulation will govern. If Owner elects not to proceed with rearrangements or fails to complete rearrangements of facilities within or below the Communications Space within such state or federal required timelines, then Licensee may proceed with any legal remedies, including those set forth by the FCC or any state regulatory authority, available to Licensee to rearrange third party communications facilities within

or below the Communications Space. Licensee shall not make any attachments to poles identified as requiring make ready work until all such make ready work has been completed. If Owner does not complete rearrangement of facilities within or below the Communications Space within applicable state or federal required timelines and Licensee assumes control of make ready work pursuant to applicable state or federal law or regulation, Licensee shall provide Owner Notice of completion of the make ready work and attachment of Licensee Attachments within thirty (30) days after the attachment of Licensee's Attachments.

- iii) If Owner has not received notice of such completion of the work within ninety (90) days of the issuance of the Notice to Proceed, then Owner may assume that such Attachments have been constructed and the obligation for Licensee to pay Annual Attachment Fees for such proposed Attachments shall commence as of the date of the Notice to Proceed.

E. Attachments in the Power Space and Make Ready Work for Electric Facilities

- i) Except as specifically required by applicable state or federal law and regulations, and unless Owner otherwise elects (in its sole discretion) to permit Approved Contractors to rearrange Owner's electric facilities, Owner or its contractors shall perform all rearrangements of Owner's electric facilities. If the Make Ready Estimate indicates that pole replacement will be necessary to accommodate Licensee's Proposed Attachment, then Owner shall determine (in its sole discretion) whether to proceed with such pole replacement, and unless the parties otherwise agree, Licensee shall pay the Total Cost of such poles replacement prior to Owner undertaking such work.
- ii) Unless Owner otherwise elects (in its sole discretion), Owner shall perform all work above the Communications Space (the "Power Space"), including installation or reconfiguration of the Attachment and any rearrangement of the pole within the Power Space. Owner shall prepare a Make Ready Estimate of the Total Cost Owner expects to incur to install the Attachment and undertake any rearrangement of the pole within the Power Space. Upon receipt of payment for the full amount of the Make Ready Estimate, Owner shall complete any reconfiguration, rearrangement and installation work within the time requirements set forth under federal law or regulations, except where there is an applicable state law or regulation setting forth a different time requirement, in which case the applicable state law or regulation will govern.
- iii) Included within such Make Ready Estimate shall be a notice by Owner whether Owner will be undertaking the work or whether Licensee must engage an Approved Contractor. If Licensee fails to respond within such fourteen (14) days, then Owner may cancel the Proposal, and Licensee shall be required to submit a new Proposal. If the Make Ready Estimate indicates that pole replacement will be necessary in order to accommodate the proposed Attachment, then Owner shall determine (in its sole discretion) whether to proceed with such pole replacement, and Licensee shall pay the Total Cost of such pole replacement prior to Owner or the Approved Contractor undertaking such work. Licensee shall be responsible for retaining the services of the Approved Contractor.

- iv) Any work performed by an Approved Contractor within the Power Space shall be undertaken in compliance with all of Owners' access and tag out rules. Licensee shall give notice to Owner of its completion of such attachment within thirty (30) days of the Approved Contractor completing the work. If Owner has not received notice of such completion of the work within sixty (60) days of the Notice to Proceed, then Owner may assume that the Attachment has been constructed and the obligation for Licensee to pay Annual Attachment Fees (as defined below) for the Attachment shall commence as of the date of the Notice to Proceed.

3. Installation Standards

- A. All Attachments permitted by Owner shall be installed in a manner which does not interfere with the present use which Owner makes of its poles. Owner shall determine, in its sole discretion, whether the Attachment interferes with Owner's present pole use. All Attachments made hereunder shall be installed and maintained by Licensee in compliance with the Standards. Licensee shall identify the Attachment at each pole location using a tagging system approved by Owner. Changes to Standards shall not apply retroactively to any existing Attachments unless required by law. Owner will give 30 days notice of any change to Standards.
- B. Licensee acknowledges that the poles licensed hereunder have energized facilities installed upon them and that working in the vicinity of energized facilities poses potential dangers. At all times during the term of this Agreement, and particularly during the time of any construction, repair, or maintenance of Attachments covered by this Agreement, Licensee shall consider the electric wires of Owner to be energized. Licensee shall warn all of its employees, agents, contractors and subcontractors, or any other parties who may be working on behalf of the undersigned, of the potential dangers. Licensee shall take any necessary precautions by the installation of protective equipment, or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Licensee's Attachments on Owner's Poles.

4. Poles Installations

A. Poles Installed In New Locations:

- i. Where Owner desires to install a new pole in a location where facilities have not been previously placed, and Licensee desires to attach to such pole, Owner and Licensee shall follow the procedures set forth in Section 2. Owner shall make a determination of the size and height of the pole necessary to accommodate its facilities alone and shall calculate the Total Cost necessary to procure and install such pole. Owner shall then make a determination of the size and height of the pole necessary to accommodate both Owner's facilities and Licensee's Attachments. Licensee shall pay Owner the difference between the Total Cost of installing a pole to accommodate both Owner and Licensee(s) on a new pole (either as new construction or replacement of an existing pole at Owner's initiation) and the Total Cost of installing a pole that meets Owner's needs ("Incremental Cost"), if such applies. If other parties desire to attach to the same pole, then Licensee shall only be responsible for the Incremental Cost of the pole

necessary to accommodate all parties, divided by the total number of attaching parties (exclusive of Owner).

- ii. Owner may set aside space on poles for future development needs consistent with applicable law and a *bona fide* development plan that reasonably and specifically projects and identifies a need for that space in the provision of its core utility service. Until such time as Owner has an actual need for such reserved space, Owner shall permit Licensee to use it for attachment of Licensee's Attachments, subject to Section 2 hereof. In the event Owner desires to reclaim such loaned space, Owner shall provide Notice to Licensee of the space reclamation. Upon such Notice, Licensee shall either remove its facilities from the loaned space within sixty (60) days of Owner's Notice, or pay the Total Cost of either (i) modifying the poles, if possible, to expand capacity necessary to continue the maintenance of Licensee's Attachments; or, if such expansion is not possible, (ii) replacing the pole with a pole which will accommodate all of the existing and planned attachments on the pole, including the cost of removing the old pole, and transferring the facilities of Owner and any other attaching party to the new pole. If Licensee is sharing such reclaimed loaned space with another attaching party, then Licensee and the other attaching party shall share the Total Cost of the project.

B. Pole Installed as Replacements:

- i. Where Owner must replace or relocate a pole and such replacement or relocation is not caused by the addition of new Licensee Attachment, Owner shall provide Licensee sixty (60) days advance Notice before undertaking such replacement or relocation. Licensee shall transfer its Attachment within thirty (30) days of receiving Notice that it is Licensee's turn to remove its attachments. If Licensee does not transfer its Attachment within such thirty (30) days, then Owner may transfer the Attachment at Licensee's expense.
- ii. If Owner is required to make a return trip to remove a pole as a result of Licensee failing to transfer its Attachment within the time set forth herein, then Licensee shall reimburse Owner for the Total Cost incurred by such return trip. The foregoing notwithstanding, however, if Licensee is delayed in transferring its Attachments due to the act or failure to act of any other entity with Attachments on Owner's poles, or for other reasons that are not the fault of Licensee or are beyond Licensee's reasonable control, then Licensee's obligation to transfer its Attachments will be excused for the period of the delay.
- iii. If Owner decides at any time to abandon any Pole, it shall give the Licensee notice in writing or by electronic means at least ninety (90) days prior to the date on which it intends to abandon such pole. If at the expiration of said period, the Owner and any third parties have no Attachments on such pole the parties will discuss Licensee acquiring ownership of the pole but there shall be no obligation on Owner to sell or Licensee to buy.

- C. General Issues: Licensee shall remain responsible for the Total Cost of all projects initiated by Owner as the result of a Licensee Proposal, regardless of whether Licensee elects to install the Attachment. Licensee shall be responsible for all engineering, inspection, and construction work undertaken by Owner on Owner's poles and on all third party owned poles where such work is initiated as a result of the proposed attachment of Licensee's facilities. Notwithstanding any requirement set forth in this Agreement, Owner may decline to expand the capacity of any of its poles facilities.

5. Rearrangement of Attachment

In accordance with law, Licensee shall rearrange any of its Attachment installed hereunder in order to accommodate additional Owner or third party attachments. Such rearrangement shall be completed within sixty (60) days of receiving Notice to rearrange. If Licensee does not rearrange its Attachments within such sixty (60) days, then Licensee shall be deemed to have granted consent to Owner or the party seeking such rearrangement to rearrange Licensee's Attachment. If Licensee is delayed in rearranging its Attachments due to the act or failure to act of any other entity with Attachments on Owner's poles, or for other reasons that are beyond Licensee's reasonable control, then Licensee's obligation to rearrange its Attachments will be excused for the period of the delay.

6. Guying

Any guying required pursuant to the Standards shall be installed by and at the expense of Licensee. Licensee shall not use any of Owner's guys or anchors. Licensee shall install its guys and anchors prior to stringing any lines or messengers.

7. Frequency Operation

- A. Approved Frequencies. Licensee shall operate the Attachment at the frequencies and power levels or any other frequencies for which the FCC has approved Belmont County Water & Sewer District to operate provided Belmont County Water & Sewer District provides written notice of any subsequently approved frequencies (the "Approved Frequencies").
- B. Interference. In the event that Owner installs any improvement upon a pole which materially interferes with the transmission or reception of Licensee's Attachment, then Owner and Licensee shall cooperate to attempt to address such interference. If the interference cannot be addressed cooperatively, Licensee's sole remedy shall be to either remove the Attachment or terminate this Agreement effective as of the date of such interference.
- C. FCC Licensing. Licensee shall be responsible for obtaining and maintaining appropriate Federal Communications Commission ("FCC") authorization for the operation of its communications network.
- D. Interruption of Communication Attachment Use. Licensee shall install a mechanism upon the Attachment to permit Licensee to power down the Attachment when Owner or a third party wants to access the pole. In the case of routine or scheduled maintenance or other scheduled work, Owner's authorized field personnel will provide notice to Licensee's designated point of contact as labeled on the

Attachment in advance to inform the Licensee of the need for a temporary power shut-down. Owner's authorized field personnel will make a good faith attempt to contact the Licensee's designated point of contact as labeled on the Attachment in advance to inform the Licensee of the need for a temporary power shut-down. Owner shall further be permitted to rearrange or remove the Attachment during emergencies provided such removal or rearrangement is reasonably necessary to restore electric service in the area.

8. Post Construction Inspection

- A. Owner may conduct at Licensee's expense a post-construction inspection within one hundred and eighty (180) days of all new Attachment installations or modifications of existing Attachment. In addition, Owner may make additional inspections of the Attachment if Owner has reasonable cause to believe that Licensee is not maintaining its Attachment in accordance with the Standards and the terms of this Agreement. Owner agrees to provide Licensee reasonable Notice of such post-construction inspection that allows Licensee a reasonable opportunity to participate in the inspection.
- B. Owner's right to make any inspections and any inspection made pursuant to such right shall not relieve Licensee of any responsibility, obligation or liability assumed under this Agreement to maintain its Attachment in accordance with the Standards and other prudent practices. If Owner finds that Licensee has not maintained any of its Attachments in accordance with the Standards and the terms of this Agreement, Owner shall provide Notice to Licensee, which notice shall include reasonable information concerning the claimed deficiencies found with respect to Licensee's Attachments, including pole number and location ("Notice of Violation").
- C. Within sixty (60) days after Licensee's receipt of any Notice of Violation, Licensee shall either submit a plan of correction or shall dispute the findings of such Notice of Violation with regard to some or all poles identified in the Notice of Violation by providing Notice and supporting documentation to the Owner. If Licensee submits a plan of correction to Owner, Licensee shall provide notice of the correction to Owner within one hundred-eighty (180) days after Licensee's receipt of the Notice of Violation.

9. Inventory

- A. Owner may conduct at reasonable intervals yet not more often than once every three (3) years or earlier as mutually agreed upon by Owner and Licensee, complete field inventories of its poles for the purpose of verifying the number and location of all Attachments of Licensee in the area covered by this Agreement. Owner shall give to Licensee at least sixty (60) days prior Notice of such inventory and Licensee shall advise Owner if Licensee desires to participate (ride-along) in the inventory with Owner not less than fifteen (15) days prior to the scheduled date of such inventory. Licensee shall reimburse Owner for Owner's expenses incurred in making such inventory, whether or not Licensee participates provided, however, if such inventory also includes a review of attachments of other attaching parties (including Owner if applicable), the expenses of such inventory shall be reasonably allocated to all such attaching entities. To the extent that Owner has agreements with Affiliates of

Licensees that call for periodic inventories, Owner will attempt to conduct those inventories contemporaneously with the inventory provided for in this section.

- B. Owner shall provide to Licensee reasonable information concerning the identification of Licensee's unauthorized Attachments, including pole number and location ("Inventory Report"). Within sixty (60) days after Licensee's receipt of such Inventory Report, Licensee may dispute its findings with regard to some or all poles identified in the Inventory Report by providing Notice and supporting documentation to the Owner on a pole by pole basis, including any pole numbers and locations Licensee disputes. If no Notice or supporting documentation is provided within the required timeframe, the inventory results shall be deemed conclusive. If Owner agrees that some or all of the unauthorized Attachments identified in the Inventory Report were in fact authorized Attachments, Owner shall notify Licensee in writing of its determination and shall revise the Inventory Report with regard to those Attachments. If, after reviewing Licensee's supporting documentation, Owner reasonably determines that some or all of the unauthorized Attachments identified in the Inventory Report are in fact unauthorized, Owner may order Licensee to permit such unauthorized Attachments pursuant to Section 2 above. Licensee shall at all times make and keep in full and complete form plats, maps and records showing the exact location of all Licensee's Attachments on Owner's Poles.

10. Unauthorized Attachments

- A. Except as otherwise specifically provided in this Agreement, any Attachment made by Licensee without the written approval of Owner pursuant to the terms of this Agreement, or any prior agreement governing such facilities, shall be considered an unauthorized attachment. Upon discovery of an unauthorized Attachment other than in an Attachment Inventory conducted pursuant to Section 9 above, Owner shall provide Notice to Licensee, which shall include the pole number and location. Within twenty (20) business days after Licensee's receipt of such Notice, Licensee may dispute the Notice with regard to some or all poles identified in it by providing a written response and supporting documentation to the Owner.
- B. If Owner agrees that some or all of the unauthorized Attachments identified in the Notice were in fact authorized Attachments, Owner shall notify Licensee in writing of its determination and shall revise the Notice with regard to those Attachments. If, after reviewing Licensee's supporting documentation, Owner reasonably determines that some or all of the unauthorized Attachments identified in the Notice are in fact unauthorized, Owner may order Licensee to permit such unauthorized attachments pursuant to Section 2 above. For each unauthorized Attachment discovered during an inventory or pursuant to Section A above, Licensee shall also pay Owner upon invoice an Unauthorized Attachment Fee (the "Unauthorized Attachment Fee") equal to lesser of (1) the number of years since the last physical inventory or (2) five (5) times the Annual Attachment Fee applicable for the Contract Year during which the discovery of the unauthorized Attachment occurred.
- C. If Licensee fails to submit a Proposal under Section 2 above to permit its unauthorized Attachments within sixty (60) days of Owner's order to do so and then complete, in the time-frame set forth in Section 2 above, any required make ready work within the Communications Space that is identified by the Engineering Review,

then Licensee shall remove its attachments within sixty (60) days of notice and pay an additional fee equal to (3) three times the then applicable Annual Attachment Fee.

- D. Anything else in this Agreement notwithstanding, in no event shall any unauthorized Attachment later permitted pursuant to this Section 10 and Section 2 above constitute an event of default or non-compliance under Section 21 of this Agreement.

11. Interference or Hazard

- A. Whenever Owner notifies Licensee in writing or verbally with written confirmation, that any Attachment made hereunder does not comply with the Standards, Licensee shall within sixty (60) days of receiving such Notice, either remove such non-complying attachment, or bring such Attachment within compliance with the Standards. Such Notice to Licensee shall include reasonable information concerning the nature of the violations found and shall include the pole number and location. Within one hundred-eighty (180) days after receiving Owner's Notice, Licensee shall notify Owner in writing that the subject Attachment or Attachments have either been removed or corrected to comply with the Standards. If non-compliance with such Standards is causing a condition that threatens property or may result in personal injury or death, then Licensee shall undertake the remedial efforts set forth above in this Section within ten (10) days of receiving notice from Owner.
- B. All tree trimming required, on account of Licensee's attachment, shall be done by Licensee at its sole risk and expense and in a manner satisfactory to Owner.
- C. In the case of an emergency may cause immediate injury or damage and which in Owner's reasonable judgment requires Owner to immediately remove or relocate the Licensee's Attachment, Owner may remove or relocate such Attachment as required, at Licensee's expense, without prior Notice or responsibility for any damage to Licensee caused by such removal or rearrangement unless such damage is the result of Owner's gross negligence or willful misconduct; provided, however, that Owner shall endeavor to provide Notice to Licensee regarding the emergency removal or relocation of Licensee's Attachments, including associated expenses, as soon as practical thereafter.

12. Access to Power Space

Licensee shall only access the Power Space pursuant to the terms set forth within this Section 12 and as permitted pursuant to Section 2. Licensee shall provide Owner prior notice of thirty (30) days and follow the tag out and access rules set by Owner except in the event of emergency requiring immediate action in which case Licensee will give twenty fours notice. Only Approved Electrical Contractors shall access the Power Space. Owner reserves the right to have a single Owner representative at the site during such access at Licensee's cost if Owner determines in its reasonable discretion that having a representative is necessary to protect safety and system reliability. Owner's option to monitor Licensee access to the Power Space shall not relieve Licensee of any responsibility, obligation or liability assumed under this Agreement to maintain its Attachment in accordance with the Standards and other prudent practices.

13. Attachment Removal

Licensee may, at any time, abandon the use of a pole hereunder by giving Notice to Owner and removing from the pole all of its Attachments. Annual attachment fees shall continue to accrue until Licensee provides Notice to Owner that Licensee has removed its Attachment and Owner has confirmed.

14. Charges and Fees

- A. Non-Recurring Expenses: Except as otherwise set forth herein and subject to applicable law, Licensee shall reimburse Owner for the Total Cost of all non-recurring expenses incurred by Owner, which are caused by or reasonably attributable to Licensee's Attachment including Owner's review of Attachment specifications, RF conditions and Engineering Review from our Standards, Telecommunications, Engineering and other applicable resources for Licensee's specific Attachment.
- B. Annual Attachment Fee: There will be no attachment fee for this agreement.
- D. General. Licensee shall pay the applicable Annual Attachment Fee, in arrears upon the next annual billing, for new Attachments made during the prior "Contract Year" (the preceding period of July 1 – June 30). There shall be no proration of fees hereunder, including adjustments in billing for attachments made or removed during the Contract Year.
- E. Revisions to Annual Attachment Fee: Upon the commencement of each new Contract Year the Annual Attachment Fee shall be two percent (2.0%). Licensee shall provide Notice to Owner within sixty days of receiving the bill for the revised Annual Attachment Fee, if Licensee contends such revised Annual Attachment Fee exceeds the maximum rental fee permitted under state or federal law.
- F. W-9. Landlord agrees to provide Licensee with a completed recent IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee.

15. Electricity Use

Licensee shall be responsible for obtaining and promptly paying all utility charges for electricity, telephone service or any other utility consumed by Licensee. If Owner provides electricity, Licensee shall promptly pay Owner the applicable tariff rate for such service in addition to any fees described herein.

16. RF Exposure

It shall be the responsibility of Licensee to ensure that the addition of the Attachment does not cause radio frequency to exceed those levels permitted by the FCC, and is properly tagged to exhibit the exposure levels of all of its current existing equipment located upon the pole and in the surrounding vicinity. Owner shall require other licensees installing equipment after the installation of the Attachment to bear the same responsibility. If it is determined that the radio frequency exposure levels at a pole and surrounding vicinity exceed exposure levels set by the FCC and the Attachment is part of the cause of such exposure issues, then the parties will cooperate to address such exposure.

17. Time of Payment

Unless otherwise set forth herein, payments due hereunder shall be made within forty five (45) days from the date of the invoice. On all amounts not so paid, an additional charge for interest at the Interest Rate of 12% annually, compounded daily will be assessed. All invoices for make ready construction work shall be paid in advance of the commencement of such work. In the event a refund of any amount paid by Licensee is determined to be due (or in the event of the discovery of any other billing error) an adjustment to correct the billing error shall be made and applied to the Licensee's following year's Annual Pole Attachment Fee invoice. Non-payment by Licensee of any material undisputed amounts due Owner, when due, shall constitute a default under this Agreement and may cause forfeiture of the bond or security required by Section 20, to the extent of the nonpayment. Where the provisions of this Agreement require any payment by Licensee to Owner other than for the Annual Attachment Fee, Owner may, at its option, require that the estimated amount thereof be paid in advance of permission to use any pole or the performance by Owner of any work.

18. Indemnity

Belmont County Water and Sewer District is exempt from this Indemnity clause per the Ohio Attorney General and approved by AEP Legal.

19. Insurance

Licensee shall obtain and furnish the insurance described below. Licensee shall maintain and cause its subcontractors to maintain this insurance at all times during the performance of this Agreement.

- A. Coverage for the legal liability of Licensee and its subcontractors under the workers' compensation and occupational disease law of the state in which the Attachments are made. In states with a workers' compensation fund, Licensee and its subcontractors shall be contributors to the state workers' compensation fund and shall furnish a certificate to that effect. In states without a workers' compensation fund, Licensee and its subcontractors shall maintain an insurance

policy for workers' compensation from an insurance carrier approved for transacting workers' compensation business in the state in which the Attachments are made. If Licensee or a subcontractor is a legally permitted and qualified workers compensation self-insurer in the state in which Attachments are made, it may furnish proof that it is such a self-insurer in lieu of submitting proof of insurance.

- B. Commercial general liability insurance with limits of \$5,000,000 per occurrence and in the aggregate.
- C. Commercial automobile liability insurance with a limit for bodily injury and property damage of \$5,000,000 per occurrence.

The above referenced limit requirements may be met by any combination of umbrella or excess and primary policies so long as the total limit of insurance requirement is met. The limits of insurance indicated are minimum requirements and are in no way intended to limit Licensee liability.

Licensee will not be permitted to access Owner's pole until Owner receives from Licensee one copy of an acceptable certificate of insurance covering the terms of Subsections A-C above. Licensee will give Owner thirty (30) days prior written notice of any cancellation of such policies if not replaced. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions should be explained in full in such certificates. Owner may, at its discretion, require Licensee to obtain insurance policies that are not subject to any exceptions. Licensee and its subcontractors shall obtain waivers of subrogation on all of their required insurance. Such waivers shall be for the benefit of Owner and its Affiliated companies. Any required policies written on a "claims-made" basis shall be maintained for a period of two years after completion of the Agreement. Licensee acknowledges that continued maintenance of the insurance requirements for claims made coverage under this Agreement is a substantial and important part of this Agreement and that any lapse in insurance coverage shall be corrected so that coverage will be in place during the period required hereunder, with no gaps or lapses in coverage.

The amounts of insurance required under this Agreement may be increased as Owner may reasonably require once per Term from time to time to account for inflation, generally increased insurance settlements, court verdicts or any other business purposes. If Licensee does not timely deliver to Owner a certificate showing all of the required insurance to be in full force and effect as required by this Agreement, Owner may either: (i) declare Licensee to be in substantial default under the terms of this Agreement upon which event this Agreement shall automatically terminate within sixty (60) days without the need for any further notice, or (ii) obtain the insurance to fulfill any and all of the insurance obligations under this Agreement. On Owner's demand, Licensee shall reimburse Owner the full amount of any insurance premiums paid by Owner, a fee of \$250.00 Dollars to cover applicable expenses and overheads incurred by Owner, and interest at the Interest Rate, compounded daily, from the date of Owner's demand, until reimbursement by Licensee.

Notwithstanding the foregoing, and provided Licensee is permitted to do so under state law, Licensee shall have the right to self-insure the coverages required in this Section. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply: (i) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the

like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

20. Easements

Licensee shall secure any easement right, license or permit from any governmental body, authority or other person or persons, which may be required for the construction or maintenance of Licensee's Attachment.

21. Performance Bond

Owner may require Licensee, to furnish a\, performance bond in an amount equal to three (3) year's Annual Pole Attachment Fees for all poles upon which the Attachment is installed, or \$10,000, whichever is greater, as a payment and/or performance guarantee for any sums which may become due to Owner for rentals, inspections, or work performed for the benefit of Licensee under this Agreement, including the removal of Attachment upon termination of this Agreement. Such security shall include an unqualified provision that the security will not be cancelled or changed except after one hundred eighty (180) days written notice to Owner. The amount of such security is subject to adjustment, at any time, by Owner for such amount as Owner may reasonably determine to be necessary.

22. Default or Non-Compliance

If Licensee fails to comply with any of the material provisions of this Agreement, or defaults in the performance of any of its material obligations under this Agreement, and fails within thirty (30) days, after written notice from Owner to correct such default or noncompliance, Owner may, at its option, take any one or more of the following actions: (i) suspend Licensee's access to climb or work on its Attachment on all of Owner's poles; (ii) terminate the specific proposal or proposals covering the pole to which such default or noncompliance is applicable; (iii) remove, relocate, or rearrange the Attachment to which such default or noncompliance relates, all at Licensee's expense; (iv) decline to permit additional Attachment hereunder until such default is cured; or (v) in the event of any failure to pay any material charges, fees or amounts provided in this Agreement or any other substantial default, or of repeated defaults, terminate this Agreement. Notwithstanding the foregoing, Licensee shall have up to an additional thirty (30) days to correct such default or noncompliance if Licensee promptly commences its corrective efforts within the thirty day period described above and diligently continues such corrective actions thereafter. No liability shall be incurred by Owner because of any or all such actions. The remedies provided herein are cumulative and in addition to any other remedies available to Owner under this Agreement or otherwise. No such termination, however, shall reduce or eliminate the obligation of the Licensee to make payments of any amounts due to Owner for any services covered, shall not waive charges for any Attachment until said Attachment is removed from the pole to which it is attached and shall not affect Licensee's Indemnification of Owner or the Insurance requirements contained in this Agreement. Owner shall be entitled to recover any and all attorney fees, costs and expenses incurred in successfully pursuing any of the remedies set forth above.

If Owner fails to comply with any of the material provisions of this Agreement, or defaults in the performance of any of its material obligations under this Agreement, and fails within thirty (30)

days, after written notice from Licensee to correct such default or noncompliance, Licensee may pursue any remedies it may have subject to Section 23.

23. Alternative Dispute Resolution

Before seeking any action or complaint with a state or federal agency or court for a default under this Agreement or a claim that the enforcement of this Agreement is not consistent with state or federal law or regulation or is not a reasonable term or condition under state or federal law, the aggrieved party shall first give notice to the other party of its intent to file an action and participate in mediation. Upon receipt of such notice the parties shall engage in good faith business to business discussions whereby each party is represented by an employee or agent that is vested with sufficient authority to make binding decisions. If the matter has not been resolved by these persons within thirty (30) calendar days of the disputing Party's notice, or if the Parties fail to meet within fourteen (14) calendar days, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within ninety (90) days following initiation of mediation, either Party may initiate litigation in a court or agency of competent jurisdiction.

24. Regulation

Both parties acknowledge that, prior to negotiation of this Agreement, the parties carefully reviewed all relevant provisions of state and federal statutes and regulations relating to the regulation of Owner's pole, and that the negotiations freely conducted herein were undertaken without duress and with full knowledge of any rights either party may have pursuant to such state or federal law. Each and every provision of this Agreement is considered an essential exchange of consideration hereto. To the extent that either party may contend that any provision of this Agreement as a violation of state or federal law or regulation enacted subsequent to date of the Agreement, the parties shall negotiate in good faith in an attempt to amend the agreement to comply with the subsequent law or regulation. If the parties are unable to do so, either party may challenge the Agreement and if successful, then upon the sole option of the party to which such determination adversely affects, this Agreement shall terminate effective as of such determination, provided however that upon such termination both parties enter into good faith negotiations for a new agreement in compliance with such determination and the Agreement remains in effect for attachments in place at the time of termination. It is the intent of both parties that any adjustments made pursuant to any such judicial or regulatory determination allow Owner to recover the maximum amount available in accordance with the applicable regulated rate.

Execution and performance of this Agreement are without prejudice to, and do not constitute a waiver of any positions taken or claims asserted respecting the validity, enforceability or effect of any or all such regulations or orders in any appeal, litigation or administrative proceeding pending at the date hereof or later begun, or any rights arising out of any judgment, opinion or order therein.

25. Term

Except as provided in the Default or Noncompliance Section, this Agreement shall continue for a period of ten (10) years from the date hereof, and shall thereafter automatically renew for four (4) successive five (5) year periods unless one party gives the other party written notice of termination at least sixty (60) days in advance of the next renewal date. Licensee shall completely remove its Attachments from Owner's pole within one hundred twenty (120) days of

the termination date, unless an extension of the existing Agreement is negotiated or a new agreement covering such pole has been executed by the parties hereto. If Licensee fails to remove its Attachment, Owner may and is hereby given the clear and incontestable right to remove Licensee's Attachment, at Licensee's expense, from Owner's pole and without any liability to Owner. If 47 U.S.C. §224 is invalidated, repealed, reinterpreted, or amended in a manner that no longer sets a maximum attachment fee, then either party shall have the option of requesting renegotiation of the attachment fee upon one month's written notice. The parties shall negotiate in good faith a replacement attachment fee to apply retroactively to the effective date of such invalidation, repeal, reinterpretation, or amendment. If the parties have not reached agreement regarding a replacement attachment fee within six months of commencement of negotiations, then either party may terminate the agreement by providing written notice.

26. Prior Agreements

This Agreement terminates and supersedes any prior agreement relating solely to wireless small cell broadband communication services and affecting Owner's Poles and Licensee's attachments covered hereby as of the date hereof, but such termination shall not reduce or eliminate the obligation of Licensee to make payment of any amounts due to Owner under any prior agreement.

27. Transfers of Ownership

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and Licensee shall not assign, transfer, sublet or sublicense any of the rights hereby granted without the prior written consent of Owner, not to be unreasonably withheld. If Licensee wishes to sell, or otherwise transfer, all or part of its Attachment covered by this Agreement to a third party, said third party shall submit an application to enter into an agreement with Owner for the installation and/or maintenance of the Attachment on Owner's poles, and reimburse Owner for any non-recurring expenses associated with Owner's review of the third party. Any outstanding liabilities of Licensee, including, without limitation, charges for inventories and inspections, charges and penalties for unauthorized attachments, or other outstanding costs or expenses shall be paid to Owner, in full, prior to the transfer of any rights and privileges of the Licensee, either with a new agreement or assignment of the existing agreement (at Owner's option), to said third party. Owner reserves the right to require the execution of a new agreement in lieu of granting its consent to the assignment or transfer of any right, license or privilege under this Agreement.

Notwithstanding the above, Owner's consent shall not be required if Licensee assigns this agreement to an Affiliate of Licensee with commercially reasonable credit worthiness. Licensee shall provide Owner thirty days prior written notice of any such transfer to an affiliate.

Owner shall be permitted to sell all or part of the poles covered by this Agreement to a third party. Upon such sale, the buyer shall have the option of either assuming responsibility for Owner's obligations hereunder or terminating Licensee's right to access the poles sold by providing one year's prior written notice to such new owner.

28. Governing Law

Except insofar as governed by federal law, this Agreement shall be construed in accordance with, and its performance shall be governed by, applicable laws in effect of the state where the poles are located.

29. State Tariffs

It is the intent of the parties hereto that all terms and conditions of this Agreement and any applicable state tariffs be construed as being consistent where possible; however, in the event of a conflict or inconsistency between their respective terms and conditions, the terms of the applicable state tariff shall control to the extent required by applicable law or regulation.

30. Third Party

This Agreement shall not create for, nor give to, any third party any claim or right of action against either party to this Agreement that would not arise in the absence of this Agreement.

31. Execution

This Agreement may be executed in two counterparts each of which so executed shall be deemed to be an original.

32. Agreement Modifications

This Agreement constitutes the entire agreement between the parties respecting pole attachments, and shall only be modified in a writing signed by both parties hereto.

33. Preservation of Remedies

No delay or omission in the exercise of any power or remedy herein provided or otherwise available to a party shall impair or affect the party's right thereafter to exercise the same.

34. Headings

Headings used in this Agreement are inserted only for the convenience of the parties and shall not affect the interpretation or construction of this Agreement.

35. Survival of Obligations

All payment, performance and indemnity obligations of the parties under this Agreement shall survive the termination of this Agreement, until said obligations are satisfied.

36. Notices

Any and all notices required or permitted hereunder shall be in writing and mailed postpaid via United States First Class Mail or reliable, receipted overnight courier service, or submitted in an electronic format as may be designated by Owner in writing as follows:

Owner:
Ohio Power Company
Attn: Lynn Stefanko, Joint Use Representative
301 Cleveland Avenue SW
Canton, OH 44701

Licensee:
Belmont County Water & Sewer District
Attn: Kelly Porter
PO Box 457
67711 Oakview Drive

lastefanko@aep.com

St. Clairsville, OH 43950
kelly.porter@belmontcountywater.com

37. Confidentiality

The Parties agree that the rates, terms and conditions contained in this Agreement are confidential and shall not be disclosed to anyone, except pursuant to lawful subpoena or to regulatory bodies as required by law or pursuant to court order, without written permission from the other Party. In the case of a subpoena or demand by a regulatory body, the Party receiving same shall advise the other Party in advance, and cooperated with such Party regarding protecting the confidentiality of the Agreement.

38. Force Majeure

Deadlines for completing Work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a Force Majeure event.

39. Agreement Hierarchy

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

BELMONT COUNTY WATER & SEWER DISTRICT

OHIO POWER COMPANY

By: _____
Jerry Echemann

By: _____
Marc A. Feeney

By: 
J.P. Dutton

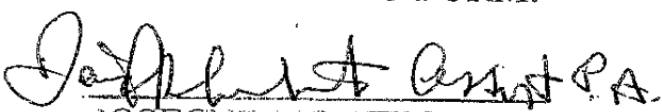
Title: Attachment Contract Services Manager

By: 
Josh Meyer

Date: _____

Titles: Belmont County Commissioners

Date: 12-15-2021

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute “arbitrage bonds” under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

This Board hereby designates the Notes as “qualified taxexempt obligations” to the extent permitted by Section 265(b)(3) of the Code. This Board finds and determines that the reasonably anticipated amount of qualified taxexempt obligations (other than private activity bonds) which will be issued by the County during the calendar year in which the Notes will be issued does not and this Board hereby covenants that, during such year, the amount of taxexempt obligations issued by the County and designated as “qualified taxexempt obligations” for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of taxexempt obligations to be issued by the County during the calendar year in which the Notes are issued and with respect to such other matters as appropriate under Section 265(b)(3) of the Code.

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That for purposes of this resolution, the following terms shall have the following meanings:

“Book entry form” or “book entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry, and (ii) physical Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes “immobilized” to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Notes or principal and interest, and to effect transfers of Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Notes: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Notes in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County’s agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 12. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 13. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 15. That this resolution shall take effect immediately upon its adoption.

Mr. Dutton seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Meyer Mr. Dutton _____

NAYS: _____

ADOPTED, this 15th day of December, 2021.

Bonnie Zuzak /s/
Board of County Commissioners
County of Belmont, Ohio

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ENGAGEMENT LETTER
WITH DINSMORE & SHOHL, LLP/ENGINEER’S BOND RENEWAL**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel for not to exceed \$2,000,000 Roadway Improvement Bond Anticipation Notes (Third Renewal), Series 2022 of the County of Belmont, Ohio.

Upon roll call the vote was as follows:

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

Discussion re: bond renewal motion-Belmont County Engineer Terry Lively said, “This was originally a \$4 million loan that we took out in January of 2019, borrowing against the recently enacted license plate fees so that we could get a quicker start on our slips from the 2018-2019 disasters and it’s worked very well for us. We’ve been able to get a good start on those slip repairs. We still have several to go, but we’re making good progress on that. The \$4 million was in anticipation of a 20 percent match, and it was required for our federal highways projects, plus we were anticipating paying for the FEMA repairs up front and then get reimbursed.”

Discussion re: ADR agreement amendment-Mr. Meyer explained the amendment to the ADR agreement was due to a longer construction duration. Belmont County Water and Sewer District Director Kelly Porter said, “We don’t anticipate using all that money that was requested. We’re getting really close to finishing the project up. We should have substantial completion, probably the second week of January.”

Discussion re: Ohio Power Co. agreement-Mr. Porter said, “We’re really fortunate to get that agreement and also we have one with South Central.” Mr. Meyer said, “In the long run, this will allow for greater efficiency for the district.”

Discussion re: Air compressors-Mr. Meyer said they replaced the three current air compressors. Cumberland Trail Fire Chief Tim Hall said the three air compressors are located at the Bethesda, Bellaire and Cumberland Trail Fire Stations. The original ones were purchased in 1995. He said the Commissioners sent out a letter to see if any entity was interested in the old compressors, there was no interest. “We felt the Commissioners were gracious enough to replace the equipment, the least we could do was handle the disposal and/or salvage,” said Chief Hall.

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, inquired about the progression of the agreement between Senior Services and East Ohio Regional Hospital to provide services to area seniors. Mr. Meyer said everything is still in the early stages and the logistics are being figured out. He added they have also had some interest from Trinity in Steubenville to provide services. “At the end of the day, we are just trying to provide services to our seniors in the county,” said Mr. Meyer. Mr. Dutton said these programs will be great additions, but they are a very small part of what is done at Senior Services. The lions share of what they do are the meal deliveries and transportation.

RECESS

**IN THE MATTER OF BID OPENING FOR BELMONT COUNTY WATER
AND SEWER DISTRICT-FOX SHANNON, MYERS AND GLENCOE WATER
STORAGE TANKS RECOATING PROJECT**

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Belmont County Water and Sewer District-Fox Shannon, Myers and Glencoe Water Storage Tanks Recoating project; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Worldwide Industries Corp. 470 Mitchell Hill Road Butler, PA 16002	X	\$756,481.00
Clearcreek Coatings Ltd. 1900 N. Business Way New Carlisle, OH 45344	X	\$1,038,466.00
George Kountoupes Painting Co. 661 Southfield Road Lincoln Park, MI 48146	X	\$1,377,200.00
Utility Service Company, Inc P.O. Box 1354 535 Courtney Hodges Blvd. Perry, GA 31069	X	\$1,355,900.000
L & T Painting Inc. 50502 Hunters Creek Trail Shelby Twp., MI 48317	X	\$855,230.00
Inspec Coatings, Inc. 464 Sycamore Drive Campbell, OH 44405	X	\$949,400.00

L. C. United Painting 3525 Barbara Drive Sterling Heights, MI 48310	X	\$1,551,600.00
---	---	----------------

Nix Companies Nix Powdercoating and Painting LLC 129 W. Fletchall Ave. Poseyville, IN 47633	X	\$1,841,096.00
--	---	----------------

American Suncraft Co. Inc. 10836 Schiller Road Medway, OH 45341	X	\$889,610.00
---	---	--------------

D & M Painting Corp. 1500 Amity Ridge Road Washington, PA 15301	X	\$914,565.00
---	---	--------------

Present for opening: Water & Sewer District Director Kelly Porter and Jeff Vaughn, Project Engineer
Motion made by Mr. Meyer, seconded by Mr. Dutton to turn over all bids received for the Belmont County Water and Sewer District-Fox Shannon, Myers and Glencoe Water Storage Tanks Recoating project to Director Kelly Porter for review and recommendation.
Note: Engineer’s estimate: \$1,485,000 (Fox Shannon \$850,000, Myers \$275,000, Glencoe \$225,000 and total contingency \$135,000).
Upon roll call the vote was as follows:

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

RECESS

**IN THE MATTER OF BID OPENING FOR ENGINEER’S
PROJECT 21-3 BEL-CR10-18.78/22.48 (BARTON BLAINE ROAD)
PAVEMENT REHABILITATION PROJECT**

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineer’s Project 21-3 BEL-CR10-18.78/22.48 (Barton Blaine Road) Pavement Rehabilitation project; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Cast & Baler Corp. 2214 Washington Road Canonsburg, PA 15317	X	\$734,347.00

Shelly & Sands PO Box 66 Rayland, OH 43943	X	\$566,281.00
--	---	--------------

NLS Paving Inc. 67925 Bayberry Drive St. Clairsville, OH 43950	X	\$596,150.00
--	---	--------------

Present for opening: Terry Lively, Belmont County Engineer, Sam Haverty, Shelly and Sands, Rick Oberdick, NLS Paving and Dave Lash, Cast and Baker.
Motion made by Mr. Meyer, seconded by Mr. Dutton to turn over all bids received for the Belmont County Engineer’s **Project 21-3 BEL-CR10-18.78/22.48 Pavement Rehabilitation** to County Engineer Terry Lively for review and recommendation.
Note: Engineer’s estimate: \$604,810.07.
Upon roll call the vote was as follows:

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

Mr. Lively said this project will be paid for by the Shale and Oil grant.

RECESS

Reconvened at 12:31 p.m. with no further business to come before the board.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:31 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 12:31 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of December, 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