

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

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

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

Motion made by Mr. 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 \$589,758.72**

Upon roll call the vote was as follows:

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

**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**

| <b>FROM</b>                           | <b>TO</b>                         | <b>AMOUNT</b>  |
|---------------------------------------|-----------------------------------|----------------|
| E-0256-A014-A06.006 Group & Liability | E-0257-A015-A15.074 Transfers Out | \$3,500,000.00 |

**N45 ROADWAY IMPROVEMENTS**

| <b>FROM</b>              | <b>TO</b>                               | <b>AMOUNT</b> |
|--------------------------|---|---------------|
| E-9045-N045-N50.055 FEMA | E-9045-N045-N18.055 Project PID #108718 | \$10,600.00   |

**S30 OAKVIEW JUVENILE REHABILITATION**

| <b>FROM</b>                       | <b>TO</b>                | <b>AMOUNT</b> |
|-----------------------------------|--------------------------|---------------|
| E-8010-S030-S40.000 Grant Holding | E-8010-S030-S66.003 PERS | \$20,000.00   |

**Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

| <b>FROM</b>                         | <b>TO</b>                    | <b>AMOUNT</b> |
|-------------------------------------|------------------------------|---------------|
| E-9891-Y091-Y01.006 Hospitalization | E-9891-Y091-Y12.500 HSA Fund | \$350.62      |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

| <b>FROM</b>                       | <b>TO</b>                           | <b>AMOUNT</b>  |
|-----------------------------------|-------------------------------------|----------------|
| E-0257-A015-A15.074 Transfers Out | R-9891-Y091-Y01.500 Hospitalization | \$3,500,000.00 |

**K00 M.V.G.T. FUND AND O39 BOND RETIREMENT/ENGINEERS**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-2813-K000-K40.074 Transfers Out | R-9218-O039-O05.574 Transfers In | \$9,638.27    |

**W80 PROSECUTORS-VICTIM ASSISTANCE AND A00 GENERAL FUND**

| <b>FROM</b>                | <b>TO</b>                        | <b>AMOUNT</b> |
|----------------------------|----------------------------------|---------------|
| E-1511-W080-P01.002 Salary | R-0040-A000-A47.574 Transfers In | \$2,475.63    |

**Y04 GASOLINE TAX AND K00 M.V.G.T. FUNDS/ENGINEER**

| <b>FROM</b>                      | <b>TO</b>                        | <b>AMOUNT</b> |
|----------------------------------|----------------------------------|---------------|
| E-9803-Y004-Y01.000 Gasoline Tax | R-2810-K000-K20.574 Transfers In | \$5,000.00    |

Upon roll call the vote was as follows:

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

**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 following meeting dates:

**\*\*JANUARY 5, 2022\*\***

**A00 GENERAL FUND**

|                     |                   |                |
|---------------------|-------------------|----------------|
| E-0256-A014-A06.006 | Group & Liability | \$3,500,000.00 |
|---------------------|-------------------|----------------|

**\*\*MARCH 23, 2022\*\***

**A00 GENERAL FUND**

|                     |                  |             |
|---------------------|------------------|-------------|
| E-0055-A004-B19.000 | County Buildings | \$10,823.51 |
| E-0057-A006-F08.000 | Other Expenses   | \$2,094.06  |
| E-0111-A001-E02.002 | Salary           | \$2,044.47  |
| E-0111-A001-E09.003 | PERS             | \$431.16    |

**B00 DOG & KENNEL FUND**

|                     |                |            |
|---------------------|----------------|------------|
| E-1600-B000-B11.000 | Other Expenses | \$4,449.88 |
|---------------------|----------------|------------|

**O39 BOND RETIREMENT/ENGINEER**

|                     |                             |            |
|---------------------|-----------------------------|------------|
| E-9218-O039-O10.050 | USDA Principal Bond Payment | \$7,800.00 |
| E-9218-O039-O11.051 | USDA Interest Bond Payment  | \$1,838.27 |

**P79 BOARD OF ELECTIONS GRANTS**

|                     |                |             |
|---------------------|----------------|-------------|
| E-1779-P079-P05.000 | Grant Expenses | \$72,106.00 |
|---------------------|----------------|-------------|

**S30 OAKVIEW JUVENILE REHABILITATION**

|                     |          |            |
|---------------------|----------|------------|
| E-8010-S030-S54.000 | Food     | \$1,949.42 |
| E-8010-S030-S55.010 | Supplies | \$126.40   |

**S32 OAKVIEW JUVENILE-ACTIVITY FUND**

|                     |               |          |
|---------------------|---------------|----------|
| E-8012-S032-S00.000 | Activity Fund | \$109.37 |
|---------------------|---------------|----------|

**W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM**

|                     |        |            |
|---------------------|--------|------------|
| E-1511-W080-P01.002 | Salary | \$2,475.63 |
|---------------------|--------|------------|

**Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

E-9891-Y091-Y01.006 Hospitalization Insurance \$3,500,000.00

Upon roll call the vote was as follows:

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

**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. **A00/GENERAL FUND-\$2,094.06** deposited into R-0057-A006-A01.500 on March 14 and March 21, 2022 (*Donations from Jordan's Way fundraiser*).

**B00/DOG AND KENNEL FUND-\$4,449.88** deposited into R-1600-B000-B08.500 on March 14 and March 21, 2022 (*Donations from Jordan's Way fundraiser*).

**GENERAL FUND/CORSA REIMBURSEMENT-ANNEX 3 WATER DAMAGE REPAIRS-\$10,823.51** CORSA reimbursement deposited into R-0040-A000-Q00.500 on 03/16/2022 (*Claim No. 0160032919-DOL 2/4/2022 Annex 3 water damage repairs*).

**Y91 HOSPITALIZATION INSURANCE-\$3,500,000.00** transferred to R-9891-Y091-Y01.500 Hospitalization on March 23, 2022.

Upon roll call the vote was as follows:

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

**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 March 23, 2022, 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 Yes

**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:

**DJFS**-Jeff Felton to Coshocton, OH, on April 5, 2022, to attend the District JFS Association meeting, Estimated expenses: \$80.73. Jeff Felton to Coshocton, OH, on April 15, 2022, to attend the PCSAO meeting. Estimated expenses: \$80.73.

**COMMISSIONERS**-Jerry Echemann to Wintersville, OH, on March 23, 2022 to attend a JB Green Team meeting. A county vehicle will be used for travel. Jerry Echemann to Coshocton, OH, on March 29, 2022, to attend the OMEGA Annual meeting. A county vehicle will be used for travel.

**SSOBC**-Maxine Jurovcik to Carrollton, OH, on April 5, 2022, for a senior outing to Ben Franklin, McCook Museum and the Carrollton Bakery. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

**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 March 16, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING IAIN BONNER AS FULL-TIME KENNEL STAFF**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hiring of Iain Bonner, as full-time Kennel Staff at the Belmont County Animal Shelter, effective March 28, 2022.

*Note: This is a replacement position.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR MELISSA MYERS/BELOMAR**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Melissa Myers for a mortgage deed dated July 17, 2014 and August 27, 2014, as recorded in Volume 0490 pages 981-984 and 0525 pages 689-691 in the Belmont County Recorder's Office, based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated July 17, 2014 and August 27, 2014 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0490 at pages 981-984 and Volume 0525 at pages 689-691, and executed by Melissa

March 23, 2022

Myers to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

March 23, 2022

Date

Belmont County Commissioners:

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TITLE IV-D CONTRACT  
RENEWAL BETWEEN BELMONT COUNTY CSEA AND  
THE BELMONT COUNTY COMMON PLEAS COURT MAGISTRATE**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Title IV-D Contract renewal between Belmont County Child Support Enforcement Agency and the Belmont County Common Pleas Court Magistrate for administration of the support enforcement program, effective January 1, 2022 through December 31, 2022 in the maximum amount of \$175,545.22.

*Note: Funding is 66% federal share and 34% local share.*

Ohio Department of Job and Family Services  
**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Belmont County Court of Common Pleas (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/1/2022 through 12/31/2022, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: Journal Entry.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

|   |  |
|---|--|
| Initials of Authorized CSEA Representative<br><i>J.S.F.</i> | Initials of Authorized Court Representative<br><i>J. S. F.</i> |
|---|--|

4. **IV-D Contract Costs:**
  - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$175.55 per Unit of Service as determined by:
    - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
    - The procurement process for a IV-D Contract with a private entity.
  - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$175,545.22
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
  - 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

|                                 | Amount              | Source        |
|---------------------------------|---------------------|---------------|
| Non-Federal Share               | \$59,685.38         | Local Sources |
| FFP Reimbursement               | \$115,859.84        |               |
| <b>Total IV-D Contract Cost</b> | <b>\$175,545.22</b> |               |

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 9:00 am and 4:30 pm on the following days Monday through Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independency Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve (1/2 Day), Christmas Day and any other day when County Offices are closed by the County Commissioners or the Court of Common Pleas .
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

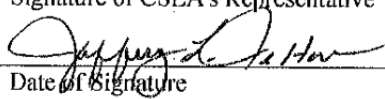
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

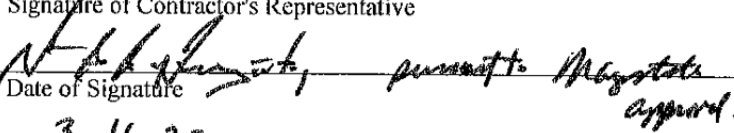
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

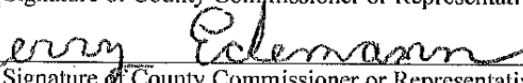
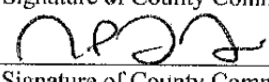
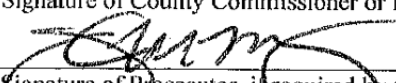
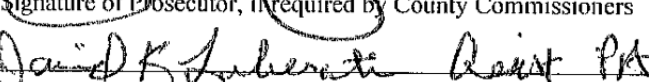
- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

|   |  |
|---|--|
| Signature of CSEA's Representative<br> | Printed Name of CSEA's Representative<br>Jeffery L. Felton |
| Date of Signature<br>3-15-2022  |  |

|  |  |
|--|--|
| Signature of Contractor's Representative<br> pursuant to Magistrate's approval. | Printed Name of Contractor's Representative<br>Frank A. Fregiato               |
| Date of Signature<br>3-16-22   | Printed Street Address of Contractor<br>101 W. Main Street                     |
| Printed Title of Contractor's Representative<br>Judge  | Printed City, State, and Zip Code of Contractor<br>St. Clairsville, Ohio 43950 |

|  |                              |
|--|------------------------------|
| Signature of County Commissioner or Representative<br>                                      | Date of Signature<br>2-23-22 |
| Signature of County Commissioner or Representative<br>                                      | Date of Signature<br>3/23/22 |
| Signature of County Commissioner or Representative<br>                                      | Date of Signature<br>3/23/22 |
| Signature of Prosecutor, if required by County Commissioners<br> David K. Luberti Asst. Pkt | Date of Signature<br>3-22-22 |

Upon roll call the vote was as follows:

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

**OF PAID-UP OIL & GAS LEASE WITH ASCENT RESOURCES – UTICA, LLC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Amendment and Ratification of Paid-Up Oil & Gas Lease, effective March 2, 2022, between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, in the amount of \$4,500.00 per net leasehold acre for an additional 1.207946 net acres located in Pease, Colerain and Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$5,435.75.

**AMENDMENT AND RATIFICATION OF  
PAID-UP OIL & GAS LEASE**

THIS AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE (this “**Amendment**”), effective as of the 2nd day of March, 2022 (the “**Effective Date**”), by and between **The Belmont County Board of Commissioners, by Josh Meyer as President, J.P. Dutton as Vice President, and Jerry Echemann as Member**, whose address is 101 West Main Street, St. Clairsville, Ohio 43950 (“**Lessor**”) and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 (“**Lessee**”) (the aforementioned parties being referred to herein as a “**Party**” and collectively as the “**Parties**”).

**RECITALS:**

WHEREAS, The Belmont County Board of Commissioners, by Josh Meyer as President, J.P. Dutton as Vice President, and Jerry Echemann as Member, and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company entered into that certain unrecorded Paid Up Oil & Gas Lease dated the 2nd day of March, 2022 (the “Oil and Gas Lease”), covering the oil and gas interests in certain lands in the Townships of Pease, Colerain, and Richland, County of Belmont, State of Ohio, as more particularly described therein; and

WHEREAS, Lessor and Lessee for their mutual benefit, desire to amend and modify the Oil and Gas Lease, as provided for herein, in order to facilitate the formation of drilling units upon the Leased Premises and other lands.

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

**I. AMENDMENT TO THE OIL AND GAS LEASE**

a. Legal Description.

The full and complete legal description of the Leased Premises, as amended, is attached hereto as Exhibit “A.”

**II. MISCELLANEOUS**

a. Effect.

Lessor and Lessee each hereby ratify and confirm the Lease and all of its terms and provisions to the full extent of Lessor’s right, title and interest in and to the oil, gas and other minerals on or underlying the Leased Premises, and Lessor does hereby grant, lease and let the Leased Premises unto Lessee, and each acknowledge and agree that, except as herein specifically modified, the Oil and Gas Lease remains unmodified and in full force and effect, except that reference to “this Lease” or “this Oil and Gas Lease” or words of similar import in the Oil and Gas Lease or in this Amendment shall mean the Oil and Gas Lease as modified, revised and supplemented hereby.

Further Assurances.

At any time and from time to time, Lessor agrees to promptly and duly execute and deliver any and all such further instruments, endorsements, agreements, consents, affidavits, ratifications, assignments and other documents (including, without limitation, driveway permits), make such necessary filings, give such notices, and take such further action as may reasonably be deemed necessary or convenient to carry out the provisions of this Amendment and the Oil and Gas Lease.

b. Counterparts.

This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

c. Entire Agreement.

This Amendment (including Exhibit “A” hereto) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, superseding all prior and/or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.

d. Defined Terms.

Any capitalized terms that are not defined herein shall have the meaning given to such terms in the Oil and Gas Lease.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the date set forth in the appropriate acknowledgment below, to be effective, however, as of the Effective Date.

**LESSOR:**

The Belmont County Board of Commissioners

By: Josh Meyer /s/

Name: Josh Meyer

Title: President

By: J. P. Dutton /s/

Name: J.P. Dutton

Title: Vice President

By: Jerry Echemann /s/

Name: Jerry Echemann

Title: Member

Upon roll call the vote was as follows:

**LESSEE:**

ASCENT RESOURCES – UTICA, LLC  
an Oklahoma Limited Liability Company

By: \_\_\_\_\_

Name: Kade R. Smith

Title: Attorney-in-Fact

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



Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the five-year Generator Preventative Maintenance Agreements with Western Branch Diesel for the following:

- Belmont County Jail in the total amount of \$12,725.00
- Sargus Center in the total amount of \$9,164.00
- Justice Office Complex in the total amount of \$13,057.00



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|   |  |                          |
|---|--|--------------------------|
| <b>Proposal #:</b> 031820222              | <b>Rev:</b>  | <b>Date:</b> 3/18/2022   |
| <b>Job Name:</b> Belmont Co Sheriffs Dept | <b>Location:</b> 68137 Hammond Rd. St. Clairsville, OH   |                          |
| <b>Presented to:</b> Scott Larkin         | <b>Phone:</b> 740-359-2151   | <b>Fax:</b> 740-699-2156 |
| <b>Contact Name:</b> Scott Larkin         | <b>Email:</b> <a href="mailto:slarkin@belmontcountyohio.org">slarkin@belmontcountyohio.org</a> |                          |

Western Branch Diesel is pleased to present you with the following proposal for your electrical power generation systems maintenance requirements. Please do not hesitate to contact me with any questions or for additional information.

|  |                            |
|--|----------------------------|
| <b>Presented by:</b> Robbie Stiles   | <b>Phone:</b> 740-695-6301 |
| <b>Email:</b> <a href="mailto:rstiles@wbdiesel.com">rstiles@wbdiesel.com</a> |                            |

**PREVENTIVE MAINTENANCE PROPOSAL SUMMARY**

| ITEM | QTY | EQUIPMENT DESCRIPTION        | Frequency |
|------|-----|------------------------------|-----------|
| 1    | 1   | 300kW Generator- S/N: 363958 | Annual    |

**Scope**

- This proposal is offered in accordance with correspondence with and provided specifications and drawings.
- The equipment, services and testing defined in this proposal constitute the entire offer. No other items are included or implied.

**Annual Maintenance – Once per year**

- ✓ Lube oil and filters change; parts included.
- ✓ Replace fuel filter (diesel engines), parts included
- ✓ Oil samples, lab testing fee is included.
- ✓ Coolant sample test for proper inhibiting level, combustion leaks, etc.  
Fuel sample – **Optional**, but highly recommended
- ✓ All spark plugs to be inspected, cleaned, or replaced, if required (Non-diesel engines), parts not included.
- ✓ Ignition system including points, condenser, cap rotor, coil, and wiring - Inspection only.
- ✓ Confidence test.  
Load bank - **Optional**, but highly recommended.
- ✓ Verify fuel supply.
- ✓ Service or replace air filter, parts not included.
- ✓ Visual check for oil, water, or fuel leaks.
- ✓ Inspect hoses.
- ✓ Test antifreeze and adjust, parts not included.
- ✓ Pressure test cooling system, tighten hose connections as required.
- ✓ Inspect and tighten belts.
- ✓ Check engine heater operation.
- ✓ Check for oil moisture, dirt; clean as necessary.
- ✓ Check battery charger operation and charge rate.
- ✓ Battery conductance test, check specific gravity, and clean connections.
- ✓ Check emergency system operation without load.



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- ✓ Check frequency and governor operation; adjust as necessary.
- ✓ Check engine alternator and charge rate.
- ✓ Check gauges and meters for proper operation and reading levels.
- ✓ Check generator set auto shutdown system and alarms.
- ✓ Emergency system operation with load transfer during normal business hours. (With customer's permission only)
- ✓ Check generator output voltage and adjust as necessary.
- ✓ Inspect for rodent infestation.

- All Parts Included in Annual Maintenance

**Quarterly Maintenance—Once Per Quarter**

- ✓ Coolant sample test for proper inhibiting level, combustion leaks, etc.
- ✓ Ignition system including points, condenser, cap rotor, coil, and wiring - Inspection only.
- ✓ Confidence test.
- ✓ Verify fuel supply.
- ✓ Service or replace air filter, **parts not included.**
- ✓ Visual check for oil, water, or fuel leaks.
- ✓ Inspect hoses.
- ✓ Test antifreeze and adjust, parts not included.
- ✓ Pressure test cooling system, tighten hose connections as required.
- ✓ Inspect and tighten belts.
- ✓ Check engine heater operation.
- ✓ Check for oil moisture, dirt; clean as necessary.
- ✓ Check battery charger operation and charge rate.
- ✓ Batter conductance test, check specific gravity, and clean connections.
- ✓ Check emergency system operation without load.
- ✓ Check frequency and governor operation; adjust as necessary.
- ✓ Check engine alternator and charge rate.
- ✓ Check gauges and meters for proper operation and reading levels.
- ✓ Check generator set auto shutdown system and alarms.
- ✓ Check generator output voltage and adjust as necessary.
- ✓ Inspect for rodent infestation.

- ✓ **Indicates services to be performed**

Scheduling will be done according to current service agreements in your area as close to proper service interval as possible.

Customer Acceptance: This proposal is accepted at the price and per the terms indicated. (Please provide the entire proposal form to Western Branch Diesel with signature). Western Branch Diesel requires a purchase order to proceed with the order. **Applicable State Sales Tax Apply. If tax exempt, please provide appropriate tax exempt certificate at time of award.**

Accept 1 Year Service Agreement
  Accept 5 Year Maintenance Agreement

JERRY ECHEMANN  
 Name (print)

J.P. DUTTON JOSH MEYER BELMONT COUNTY COMMISSIONERS  
 Name (print) Company

[Signature]  
 Signature

3-23-22  
 Date



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**1 Year Maintenance Agreement**

| Equipment ID | Manufacturer | Model #  | Serial # | Cost      |
|--------------|--------------|----------|----------|-----------|
| 300kW        | Kohler       | 300RZD81 | 363958   | \$2500.00 |
|              |              |          |          |           |
|              |              |          |          |           |

- Contract renewed annually and subject to a 2-5% increase based on market conditions and value

**5 Year Maintenance Agreement**

|                                    |                   |
|------------------------------------|-------------------|
| Year 1 Annual Service              | \$2500.00         |
| Year 2 Annual Service              | \$2500.00         |
| Year 3 Annual Service              | \$2500.00         |
| Year 4 Annual Service              | \$2575.00         |
| Year 5 Annual Service              | \$2650.00         |
| <b>Total 5 Year Term Agreement</b> | <b>\$12725.00</b> |

- Estimated Savings \$541.00 based on an estimated 3% annual increase
- Reference above equipment list in annual agreement.

**Additional Services**

|  |                    |
|--|--------------------|
| Fuel Analysis  | Included           |
| Diesel Fuel Polishing- Quote on request as needed per sample results | Quote upon request |
| Load Bank Testing, 4-hour stepped                                    | Included           |
| ATS Inspection   | Included           |
|  |                    |

- Prices not included in Preventive Maintenance Price.
- Additional fees may apply based on site conditions.



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**Maintenance Agreement Advantage**

- Maximum 4 Hour Onsite Response Time
- 10% discount on non maintenance related labor and parts
- MTU Onsite Energy Fluid Analysis Program
- Factory Specified Parts
- Factory Training Service Technicians

**Optional Services Available Upon Request**

- Automatic Transfer Switch Maintenance
- Fuel Polishing
- Fuel Treatment Services
- Resistive/Reactive Load Bank Testing
- Paralleling Switchgear Annual Service
- Infrared Testing
- NFPA 110 Testing
- JAHCO Testing
- Generator Retrofit and Upgrade
- Enhanced Metering Packages
- Remote Monitoring



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|                                   |  |                          |
|-----------------------------------|--|--------------------------|
| <b>Proposal #:</b> 031820223      | <b>Rev:</b>  | <b>Date:</b> 3/18/2022   |
| <b>Job Name:</b> Sargus Center    | <b>Location:</b> 210 Fox Shannon Place, St.Clairsville, OH                                     |                          |
| <b>Presented to:</b> Scott Larkin | <b>Phone:</b> 740-359-2151   | <b>Fax:</b> 740-699-2156 |
| <b>Contact Name:</b> Scott Larkin | <b>Email:</b> <a href="mailto:slarkin@belmontcountyohio.org">slarkin@belmontcountyohio.org</a> |                          |

Western Branch Diesel is pleased to present you with the following proposal for your electrical power generation systems maintenance requirements. Please do not hesitate to contact me with any questions or for additional information.

|  |                            |
|--|----------------------------|
| <b>Presented by:</b> Robbie Stiles   | <b>Phone:</b> 740-695-6301 |
| <b>Email:</b> <a href="mailto:rstyles@wbdiesel.com">rstyles@wbdiesel.com</a> |                            |

**PREVENTIVE MAINTENANCE PROPOSAL SUMMARY**

| ITEM | QTY | EQUIPMENT DESCRIPTION        | Frequency |
|------|-----|------------------------------|-----------|
| 1    | 1   | 80kW Generator- S/N: 0655906 | Annual    |

**Scope**

- This proposal is offered in accordance with correspondence with and provided specifications and drawings.
- The equipment, services and testing defined in this proposal constitute the entire offer. No other items are included or implied.

**Annual Maintenance – Once per year**

- ✓ Lube oil and filters change; parts included.
- ✓ Replace fuel filter (diesel engines), parts included
- ✓ Oil samples, lab testing fee is included.
- ✓ Coolant sample test for proper inhibiting level, combustion leaks, etc.  
Fuel sample – **Optional**, but highly recommended
- ✓ All spark plugs to be inspected, cleaned, or replaced, if required (Non-diesel engines), parts not included.
- ✓ Ignition system including points, condenser, cap rotor, coil, and wiring - Inspection only.
- ✓ Confidence test.  
Load bank - **Optional**, but highly recommended.
- ✓ Verify fuel supply.
- ✓ Service or replace air filter, parts not included.
- ✓ Visual check for oil, water, or fuel leaks.
- ✓ Inspect hoses.
- ✓ Test antifreeze and adjust, parts not included.
- ✓ Pressure test cooling system, tighten hose connections as required.
- ✓ Inspect and tighten belts.
- ✓ Check engine heater operation.
- ✓ Check for oil moisture, dirt; clean as necessary.
- ✓ Check battery charger operation and charge rate.
- ✓ Battery conductance test, check specific gravity, and clean connections.



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- ✓ Check emergency system operation without load.
- ✓ Check frequency and governor operation; adjust as necessary.
- ✓ Check engine alternator and charge rate.
- ✓ Check gauges and meters for proper operation and reading levels.
- ✓ Check generator set auto shutdown system and alarms.
- ✓ Emergency system operation with load transfer during normal business hours. (With customer's permission only)
- ✓ Check generator output voltage and adjust as necessary.
- ✓ Inspect for rodent infestation.

- All Parts Included in Annual Maintenance

**Quarterly Maintenance—Once Per Quarter**

- ✓ Coolant sample test for proper inhibiting level, combustion leaks, etc.
- ✓ Ignition system including points, condenser, cap rotor, coil, and wiring - Inspection only.
- ✓ Confidence test.
- ✓ Verify fuel supply.
- ✓ Service or replace air filter, **parts not included.**
- ✓ Visual check for oil, water, or fuel leaks.
- ✓ Inspect hoses.
- ✓ Test antifreeze and adjust, parts not included.
- ✓ Pressure test cooling system, tighten hose connections as required.
- ✓ Inspect and tighten belts.
- ✓ Check engine heater operation.
- ✓ Check for oil moisture, dirt; clean as necessary.
- ✓ Check battery charger operation and charge rate.
- ✓ Batter conductance test, check specific gravity, and clean connections.
- ✓ Check emergency system operation without load.
- ✓ Check frequency and governor operation; adjust as necessary.
- ✓ Check engine alternator and charge rate.
- ✓ Check gauges and meters for proper operation and reading levels.
- ✓ Check generator set auto shutdown system and alarms.
- ✓ Check generator output voltage and adjust as necessary.
- ✓ Inspect for rodent infestation.

- ✓ **Indicates services to be performed**

Scheduling will be done according to current service agreements in your area as close to proper service interval as possible.

Customer Acceptance: This proposal is accepted at the price and per the terms indicated. (Please provide the entire proposal form to Western Branch Diesel with signature). Western Branch Diesel requires a purchase order to proceed with the order. **Applicable State Sales Tax Apply. If tax exempt, please provide appropriate tax exempt certificate at time of award.**

Accept 1 Year Service Agreement       Accept 5 Year Maintenance Agreement

JERRY ECHEMANN

J.P. DUTTON    JOSH MEYER      BELMONT COUNTY COMMISSIONERS

Name (print)      Company

[Signature]      3-23-22

Signature      Date



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BELMONT COUNTY COMMISSIONER

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**1 Year Maintenance Agreement**

| Equipment ID | Manufacturer | Model # | Serial # | Cost      |
|--------------|--------------|---------|----------|-----------|
| 80kW         | Spectrum     | 80GS    | 0655906  | \$1800.00 |
|              |              |         |          |           |
|              |              |         |          |           |

- Contract renewed annually and subject to a 2-5% increase based on market conditions and value

**5 Year Maintenance Agreement**

|                                    |                  |
|------------------------------------|------------------|
| Year 1 Annual Service              | \$1800.00        |
| Year 2 Annual Service              | \$1800.00        |
| Year 3 Annual Service              | \$1800.00        |
| Year 4 Annual Service              | \$1854.00        |
| Year 5 Annual Service              | \$1910.00        |
| <b>Total 5 Year Term Agreement</b> | <b>\$9164.00</b> |

- Estimated Savings \$394.00 based on an estimated 3% annual increase
- Reference above equipment list in annual agreement.

**Additional Services**

|  |                    |
|--|--------------------|
| Fuel Analysis  | Included           |
| Diesel Fuel Polishing- Quote on request as needed per sample results | Quote upon request |
| Load Bank Testing, 4-hour stepped                                    | Included           |
| ATS Inspection   | Included           |
|  |                    |

- Prices not included in Preventive Maintenance Price.
- Additional fees may apply based on site conditions.



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**Maintenance Agreement Advantage**

- Maximum 4 Hour Onsite Response Time
- 10% discount on non maintenance related labor and parts
- MTU Onsite Energy Fluid Analysis Program
- Factory Specified Parts
- Factory Training Service Technicians

**Optional Services Available Upon Request**

- Automatic Transfer Switch Maintenance
- Fuel Polishing
- Fuel Treatment Services
- Resistive/Reactive Load Bank Testing
- Paralleling Switchgear Annual Service
- Infrared Testing
- NFPA 110 Testing
- JAHCO Testing
- Generator Retrofit and Upgrade
- Enhanced Metering Packages
- Remote Monitoring





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|                            |   |                  |
|----------------------------|---|------------------|
| Proposal #: 03182022       | Rev:  | Date: 03/18/2022 |
| Job Name: Justice Center   | Location: 52160 National Rd E, St. Clairsville, OH                                      |                  |
| Presented to: Scott Larkin | Phone: 740-359-2151   | Fax:             |
| Contact Name: Scott Larkin | Email: <a href="mailto:slarkin@belmontcountyohio.org">slarkin@belmontcountyohio.org</a> |                  |

Western Branch Diesel is pleased to present you with the following proposal for your electrical power generation systems maintenance requirements. Please do not hesitate to contact me with any questions or for additional information.

|   |                     |
|---|---------------------|
| Presented by: Robbie Stiles   | Phone: 740-695-6301 |
| Email: <a href="mailto:RSTILES@WBDIESEL.COM">RSTILES@WBDIESEL.COM</a> |                     |

**PREVENTIVE MAINTENANCE PROPOSAL SUMMARY**

| ITEM | QTY | EQUIPMENT DESCRIPTION  | Frequency |
|------|-----|------------------------|-----------|
| 1    | 1   | 500KW Backup Generator | Annual    |

**Scope**

- This proposal is offered in accordance with correspondence with and provided specifications and drawings.
- The equipment, services and testing defined in this proposal constitute the entire offer. No other items are included or implied.

**Annual Maintenance – Once per year**

- ✓ Lube oil and filters change; parts included.
- ✓ Replace fuel filter (diesel engines), parts included
- ✓ Oil samples, lab testing fee is included.
- ✓ Coolant sample test for proper inhibiting level, combustion leaks, etc.  
Fuel sample – **Optional**, but highly recommended
- ✓ All spark plugs to be inspected, cleaned, or replaced, if required (Non-diesel engines), parts not included.
- ✓ Ignition system including points, condenser, cap rotor, coil, and wiring - Inspection only.
- ✓ Confidence test.  
Load bank - **Optional**, but highly recommended.
- ✓ Verify fuel supply.
- ✓ Service or replace air filter, parts not included.
- ✓ Visual check for oil, water, or fuel leaks.
- ✓ Inspect hoses.
- ✓ Test antifreeze and adjust, parts not included.
- ✓ Pressure test cooling system, tighten hose connections as required.
- ✓ Inspect and tighten belts.
- ✓ Check engine heater operation.
- ✓ Check for oil moisture, dirt; clean as necessary.
- ✓ Check battery charger operation and charge rate.
- ✓ Battery conductance test, check specific gravity, and clean connections.
- ✓ Check emergency system operation without load.



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- ✓ Check frequency and governor operation; adjust as necessary.
- ✓ Check engine alternator and charge rate.
- ✓ Check gauges and meters for proper operation and reading levels.
- ✓ Check generator set auto shutdown system and alarms.
- ✓ Emergency system operation with load transfer during normal business hours. (With customer's permission only)
- ✓ Check generator output voltage and adjust as necessary.
- ✓ Inspect for rodent infestation.

- All Parts Included in Annual Maintenance

**Quarterly Maintenance—Once Per Quarter**

- ✓ Coolant sample test for proper inhibiting level, combustion leaks, etc.
- ✓ Ignition system including points, condenser, cap rotor, coil, and wiring - Inspection only.
- ✓ Confidence test.
- ✓ Verify fuel supply.
- ✓ Service or replace air filter, **parts not included.**
- ✓ Visual check for oil, water, or fuel leaks.
- ✓ Inspect hoses.
- ✓ Test antifreeze and adjust, parts not included.
- ✓ Pressure test cooling system, tighten hose connections as required.
- ✓ Inspect and tighten belts.
- ✓ Check engine heater operation.
- ✓ Check for oil moisture, dirt; clean as necessary.
- ✓ Check battery charger operation and charge rate.
- ✓ Batter conductance test, check specific gravity, and clean connections.
- ✓ Check emergency system operation without load.
- ✓ Check frequency and governor operation; adjust as necessary.
- ✓ Check engine alternator and charge rate.
- ✓ Check gauges and meters for proper operation and reading levels.
- ✓ Check generator set auto shutdown system and alarms.
- ✓ Check generator output voltage and adjust as necessary.
- ✓ Inspect for rodent infestation.

- ✓ **Indicates services to be performed**

Scheduling will be done according to current service agreements in your area as close to proper service interval as possible.

Customer Acceptance: This proposal is accepted at the price and per the terms indicated. (Please provide the entire proposal form to Western Branch Diesel with signature). Western Branch Diesel requires a purchase order to proceed with the order. **Applicable State Sales Tax Apply. If tax exempt, please provide appropriate tax exempt certificate at time of award.**

Accept 1 Year Service Agreement       Accept 5 Year Maintenance Agreement

JERRY ECHEMANN \_\_\_\_\_  
Name (print)      Company

J.P. DUTTON    JOSH MEYER      BELMONT COUNTY COMMISSIONERS  
Name (print)      Company

Jerry Echemann      3-23-22  
Signature      Date



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**1 Year Maintenance Agreement**

BELMONT COUNTY COMMISSIONERS

| Equipment ID | Manufacturer | Model #      | Serial #   | Cost      |
|--------------|--------------|--------------|------------|-----------|
| 500KW        | Cummins      | DFEK-5858638 | E070063810 | \$2565.00 |
|              |              |              |            |           |
|              |              |              |            |           |

- Contract renewed annually and subject to a 2-5% increase based on market conditions and value

**5 Year Maintenance Agreement**

|                                    |                    |
|------------------------------------|--------------------|
| Year 1 Annual Service              | \$2565.00          |
| Year 2 Annual Service              | \$2565.00          |
| Year 3 Annual Service              | \$2565.00          |
| Year 4 Annual Service              | \$2642.00          |
| Year 5 Annual Service              | \$2720.00          |
| <b>Total 5 Year Term Agreement</b> | <b>\$13,057.00</b> |

- Estimated Savings \$557.00 based on an estimated 3% annual increase
- Reference above equipment list in annual agreement.

**Additional Services**

|   |          |
|---|----------|
| Fuel Analysis, per sample               | Included |
| Diesel Fuel Polishing- Quote on request |          |
| Load Bank Testing, 2-hour stepped       |          |
| Load Bank Testing, 4-hour stepped       | Included |
| ATS Inspection                          | Included |

- Prices not included in Preventive Maintenance Price.
- Additional fees may apply based on site conditions.



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**Maintenance Agreement Advantage**

- Maximum 4 Hour Onsite Response Time
- 10% discount on non maintenance related labor and parts
- MTU Onsite Energy Fluid Analysis Program
- Factory Specified Parts
- Factory Training Service Technicians

**Optional Services Available Upon Request**

- Automatic Transfer Switch Maintenance
- Fuel Polishing
- Fuel Treatment Services
- Resistive/Reactive Load Bank Testing
- Paralleling Switchgear Annual Service
- Infrared Testing
- NFPA 110 Testing
- JAHCO Testing
- Generator Retrofit and Upgrade
- Enhanced Metering Packages
- Remote Monitoring

Proposal #

Page 4 of 4

Prepared by

Upon roll call the vote was as follows:

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

Mr. Meyer noted the county usually does a one-year agreement, but due to rising costs it was more cost efficient to do five-year agreements.

**IN THE MATTER OF ACCEPTING PROPOSAL FROM CWS OFFICE SOLUTIONS FOR BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the proposal from CWS Office Solutions for the following for Belmont County Department of Job and Family Services:

- 60-month lease of six (6) Ricoh IM5000 copiers in the amount of \$651.00 per month: includes delivery, networking and training, card reader covers and card readers.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PORPOSALS FROM ERB ELECTRIC FOR VARIOUS COUNTY OFFICES**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the proposals from ERB Electric for the following:

- Remove all phone equipment from the old Western Court and Prosecutor's office and deliver to the Belmont County Courthouse in the amount of \$170.00.
- Remove vertical phone equipment from two Belmont County Department of Job and Family Services locations and deliver to the Belmont County Courthouse in the amount of \$255.00.
- Furnish materials and install rack, tails and blocks for phone system and install phone equipment from Belmont County Department of Job and Family Services at the Belmont County Jail in the amount of \$3,820.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM TOTTERDALE BROS. SUPPLY CO./ BUILDING AND GROUNDS DEPARTMENT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Quote Number 3214 from Totterdale Bros Supply Co. Inc, in the amount of \$2,677.38 for one (1) P-SXL-E Speedroter XL 100' snake for Belmont County Building and Grounds Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING ESTIMATE #1206 FROM ABC LAWN CARE, LLC/ANNEX III**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept estimate #1206 from ABC Lawn Care, LLC, in the amount of \$641.00 to move the location of a security camera at the Belmont County Annex III building.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE FROM CITY ADVERTISERS/COMMISSIONERS**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve estimate from City Advertisers in the amount of \$215.00 for one (1) Belmont County flag for the Belmont County Commissioners' meeting room.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Johnny Waugh, St. Clairsville, inquired how many bids are awarded to local companies and local union companies. Mr. Meyer explained the county's bidding process. The bids are put out and when they come back in they are opened in a Commissioners meeting and they are then handed out to the department for review and to make sure the bid specs are met. The Commissioners take the recommendation of that department. Mr. Meyer said he doesn't know who is union or non-union when the bids are opened. The bid is awarded to the lowest and best bidder.

**9:30 Michael Wise, McDonalds Hopkins and Jarrod Pantier, Belmont GIG  
Re: Broadband update**

Larry Merry, Port Authority Director and Sherri Butler, Port Authority Assistant Executive Director also present.

Mr. Pantier said so far they have hired five full-time employees who are from Belmont County. Belmont GIG has met with the Career Center and have fourteen students who are interested in working for them. Mr. Pantier said the first phase will serve St. Clairsville, Union Local and Barnesville school districts. Mr. Pantier said, "We've placed roughly 40,000 feet of conduit in our first serving area. We've purchased several trucks to operate the equipment. We've purchased drills, rock saws, plows, trenchers in order to build a network with the employees that we're hiring here in Belmont County." He added two more trucks are on order and they will soon be hiring three more full-time employees that can maintain and manage the system. Mr. Merry said due to the topography of Belmont County internet service has been limited to certain areas, but Belmont Gig will be state of the art, the best you can get. He said this will be a multi-year project. Mr. Pantier said they are looking at ways to invest in the local communities, this will be a community owned network. Mr. Pantier said their model states they have to hire locally. The system will be built, operated and maintained by individuals from Belmont County. Mr. Wise said Belmont County is the only county in Ohio that has a plan to get fiber to homes. Mr. Meyer said this is going to rural areas, not just highly populated areas. Mr. Pantier said the time frame to get service to all of Belmont County is six to eight years. They are going to where the needs are first in the county. Mr. Dutton said the county reached out to every major provider in Belmont County five years ago to see what they could do to help. He added this is a long process to develop Mr. Merry said part of the mission of the Commissioners and Port Authority is to develop Belmont County to be a better place to live, work and enjoy life. He said this connectivity has the capability to touch every resident in Belmont County. Mr. Meyer said connectivity issues became evident in rural areas during the pandemic. Mr. Pantier said there will be 1,458 miles of conduit laid out at the end of the project with an estimated cost of \$140 million.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:57 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:50 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 11:50 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann Yes

Mr. Meyer said as a result of executive session there are two motions to be considered.

**IN THE MATTER OF ISSUING AN UNPAID TWO-DAY  
SUSPENSION TO CAROLYN COHEN, FULL-TIME SENIOR  
CENTER COORDINATOR/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to issue an unpaid two-day suspension to Carolyn Cohen, full-time Senior Center Coordinator at Senior Services of Belmont County. Suspension will be served March 24, 2022 and March 25, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
JUDITH STUPAK, PART-TIME DELIVERY WORKER (DRIVER)/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Judith Stupak, part-time Delivery Worker (Driver) with Senior Services of Belmont County, effective March 22, 2022.

Upon roll call the vote was as follows:

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

**Reconvened at 1:18 p.m. with no further business to come before the board.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 1:18 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 1:18 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 30th day of March, 2022.

Jerry Echemann /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, Josh Meyer 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.

Josh Meyer /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK