

St. Clairsville, Ohio

June 15, 2022

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 \$1,368,125.73

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:

S30 OAKVIEW JUVENILE REHABILITATION CENTER

FROM	TO	AMOUNT
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S51.002 Salaries	\$2,000.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S53.000 Medical	\$1,000.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S59.000 Fuel/Utilities	\$1,000.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S63.000 General	\$2,400.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S63.000 General	\$12,000.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S66.003 PERS	\$2,214.72
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S70.005 Medicare	\$500.00
E-8010-S030-S69.007 Unemployment	E-8010-S030-S66.003 PERS	\$3,085.28

Upon roll call the vote was as follows:

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

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 June 15, 2022:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0048-A0002-K02.010	Supplies	\$9,280.34
E-0048-A002-K04.000	Destruction Costs	\$10,660.18
E-0048-A002-K05.000	Other Expenses	\$297.66
E-0051-A001-A03.010	Supplies	\$11,866.64
E-0051-A001-A08.000	Travel and Expenses	\$1,995.68
E-0051-A001-A08.000	Travel and Expenses	\$13,261.95
E-0051-A001-A14.012	Equipment	\$1,886.92
E-0051-A001-A14.012	Equipment	\$19,561.32
E-0051-A001-A15.012	Sheriff's Cruisers	\$200,000.00
E-0051-A001-A15.012	Sheriff's Cruisers	\$20,000.00
E-0051-A001-A24.000	Infrastructure/OCR .002	\$80,000.00
E-0051-A001-A28.000	Other Expenses	\$10,000.00
E-0051-A001-A51.000	Oil and Gas Commrs	\$89,086.65
E-0051-A001-A51.000	Oil and Gas Commrs	\$1,756,830.79
E-0052-A001-A92.011	Contract Services	\$99,321.90
E-0052-A001-A94.010	Supplies	\$6,935.89
E-0052-A001-A94.010	Supplies	\$12,968.64
E-0052-A001-A94.010	Supplies	\$6,986.23
E-0055-A004-B04.011	Equipment	\$15,500.00
E-0055-A004-B19.000	County Buildings	\$400,000.00
E-0057-A006-F02.010	Supplies	\$10,819.91
E-0057-A006-F02.010	Supplies	\$800.00
E-0057-A006-F06.011	Veterinary Services	\$7,170.59
E-0057-A006-F06.011	Veterinary Services	\$47,079.27
E-0057-A006-F08.000	Other Expenses	\$75,382.96
E-0064-A002-A06.000	Transcripts	\$2,220.60
E-0251-A007-A04.000	Apiary Inspection	\$2,000.00
E-0252-A006-C01.000	Fees-Registration	\$120.00
E-0253-A008-D03.000	Crippled Children Aid	\$182,681.55
E-0254-A009-E01.000	Grans-Mandated Share	\$33,530.00
E-0256-A014-A01.000	CORSA Costs	\$189,576.63
E-0256-A014-A14.004	Workers'Comp-General Fund	\$474,409.99
E-0257-A015-A13.000	Other Expenses	\$6,240.00

E-0257-A015-A15.074 Transfers Out \$122,696.89

B00 Dog and Kennel Fund

E-1600-B000-B03.010 Supplies \$1,700.00
 E-1600-B000-B04-012 Equipment \$2,407.76
 E-1600-B000-B16.000 Expenditure of Estate Donations \$20,522.01

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 meeting date of: June 15, 2022:

A00 GENERAL FUND

E-0057-A006-F06.011 Veterinary Services \$2,716.44
 E-0131-A006-A04.002 Salaries-Road \$1,000.00

H00 PUBLIC ASSISTANCE/BCDJFS

E-2510-H000-H05.000 Public Assistance \$2,000.00

N22 WWS CAPITAL IMPROVEMENTS

E-9022-N022-N17.000 USDA Water Projects \$1,250,282.19

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE

WAIVED HOSPITALIZATION CHARGEBACKS FOR

THE MONTHS OF APRIL, MAY AND JUNE 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for Waived Hospitalization Chargebacks for the months of April, May and June 2022.

FROM	TO	
E-0256-A014-A08.006 GENERAL	R-9891-Y091-Y03.500	8,833.33
E-1600-B000-B13.006 DOG & KENNEL FUND	R-9891-Y091-Y03.500	750.00
County Health		
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y03.500	166.68
E-2215-F077-F01.002 REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	249.99
E-2229-F081-F01.001 PHER	R-9891-Y091-Y03.500	249.99
E-2218-G000-G06.003 FOOD SERVICE	R-9891-Y091-Y03.500	250.00
E-2510-H000-H16.006 PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	4,249.99
E-2760-H010-H12.006 PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	750.00
E-1310-J000-J06.000 REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006 MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	500.00
E-1810-L001-L14.000 SOIL AND WATER	R-9891-Y091-Y03.500	1,000.00
E-3702-P005-P31.000 WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,100.00
E-3705-P053-P15.000 WATER & SEWER SSD #2	R-9891-Y091-Y03.500	150.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y03.500	250.00
E-8010-S030-S68.006 OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	916.66
E-0910-S033-S47.006 DISTRICT DETENTION	R-9891-Y091-Y03.500	1,250.00

E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	1,500.00
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	1,750.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	250.00
	TOTAL		24,666.64

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. **GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$2,716.44** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 06-10-2022 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of May 2022 New Horizon Animal Hospital vet bills*).

VOIDED CHECK #268918/2021 CLOSED PO-

General Fund

PO# 522526 E-0064-A002-A06.000 Transcripts \$324.00

2021 CLOSED PO'S-

A00 General Fund

PO# 522516 E-0048-A002-K02.010 Supplies \$9,280.34
 PO# 522518 E-0048-A002-K04.000 Destruction Costs \$10,660.18
 PO# 522519 E-0048-A002-K05.000 Other Expenses \$297.66

2021 CLOSED PO'S

A00 General Fund

PO# 522545 E-0051-A001-A03.010 Supplies \$11,866.64
 PO# 522532 E-0051-A001-A08.000 Travel and Expenses \$1,995.68
 PO# 522546 E-0051-A001-A08.000 Travel and Expenses \$13,261.95
 PO# 522536 E-0051-A001-A14.012 Equipment \$1,886.92
 PO# 522548 E-0051-A001-A14.012 Equipment \$19,561.32
 PO# 522494 E-0051-A001-A15.012 Sheriff's Cruisers \$200,000.00
 PO# 522495 E-0051-A001-A15.012 Sheriff's Cruisers \$20,000.00
 PO# 522497 E-0051-A001-A24.000 Infrastructure/OCR .002 \$80,000.00
 PO# 522491 E-0051-A001-A28.000 Other Expenses \$10,000.00
 PO# 522473 E-0051-A001-A51.000 Oil and Gas Commrs \$89,086.65
 PO# 522550 E-0051-A001-A51.000 Oil and Gas Commrs \$1,756,830.79
 PO# 522504 E-0052-A001-A92.011 Contract Services \$99,321.90
 PO# 522468 E-0052-A001-A94.010 Supplies \$6,935.89
 PO# 522499 E-0052-A001-A94.010 Supplies \$12,968.64
 PO# 522557 E-0052-A001-A94.010 Supplies \$6,986.23
 PO# 522500 E-0055-A004-B04.011 Equipment \$15,500.00
 PO# 522514 E-0055-A004-B19.000 County Buildings \$400,000.00
 PO# 522538 E-0057-A006-F02.010 Supplies \$10,819.91
 PO# 522489 E-0057-A006-F02.010 Supplies \$800.00
 PO# 522539 E-0057-A006-F06.011 Veterinary Services \$7,170.59
 PO# 522558 E-0057-A006-F06.011 Veterinary Services \$47,079.27
 PO# 522553 E-0057-A006-F08.000 Other Expenses \$75,382.96
 PO# 522526 E-0064-A002-A06.000 Transcripts \$1,89.60
 PO# 522542 E-0251-A007-A04.000 Apiary Inspection \$2,000.00
 PO# 522493 E-0252-A006-C01.000 Fees-Registration \$120.00
 PO# 522520 E-0253-A008-D03.000 Crippled Children Aid \$182,681.55
 PO# 522492 E-0254-A009-E01.000 Grans-Mandated Share \$33,530.00
 PO# 522543 E-0256-A014-A01.000 CORSA Costs \$189,576.63
 PO# 522561 E-0256-A014-A14.004 Workers'Comp-General Fund \$474,409.99
 PO# 522521 E-0257-A015-A13.000 Other Expenses \$6,240.00
 PO# 522562 E-0257-A015-A15.074 Transfers Out \$122,696.89

B00 Dog and Kennel Fund

PO# 522470 E-1600-B000-B03.010 Supplies \$1,700.00
 PO# 522474 E-1600-B000-B04-012 Equipment \$2,407.76
 PO# 522471 E-1600-B000-B16.000 Expenditure of Estate Donations \$20,522.01

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 June 15, 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-Emily Cominsky to Columbus, OH, on June 14, 2022, to attend the Kinnect to Family Conference. A county vehicle will be used for travel.

SSOBC-Tish Kinney to Washington, PA, on July 6, 2022 for a senior outing to a Wild Things baseball game. Mary Beth Tennant to Moundsville, WV, on July 7, 2022, for a senior outing to the Barnyard Deli and Sandwich Shop. Lori Parsons to Zanesville, OH, on July 19, 2022, for a senior outing to Conn's Potato Chip Company, B-Wear Sportswear and lunch. Sue Hines to Dennison, OH, on July 21, 2022, for a senior outing to the Dennison Railroad Museum and the Garden Restaurant. County vehicles 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 June 8, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENT NO. 3 TO AGREEMENT WITH
POGGEMEYER DESIGN GROUP, INC./WATER & SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign Amendment No. 3 to the agreement with Poggemeyer Design Group Inc., effective January 16, 2019, for an increase of \$123,750.00; new contract total \$4,440,146.25, on behalf of Belmont County Water and Sewer District, based upon the recommendation of Kelly Porter, Director.

Note: This is for engineering services for the additional 4,330 feet of 24" waterline replacement and will be paid from the USDA project contingency fund.

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 16, 2019.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: June 2, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: January 16, 2019

Owner: Belmont County, Ohio

Engineer: Poggemeyer Design Group, Inc.

Project: Water Treatment Plant, Transmission, Storage, and Distribution Improvements

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

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	<u>\$3,997,485.00</u>
Net change for prior amendments:	<u>\$ 318,911.25</u>
This amendment amount:	<u>\$ 123,750.00</u>
Adjusted Agreement amount:	<u>\$4,440,146.25</u>

Change in time for services (days or date, as applicable): 0
(See page 2 for explanation)

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: Belmont County, Ohio

ENGINEER: Poggemeyer Design Group, Inc.

<p>By: <u><i>Jerry Echemann</i></u> Print name: <u>JERRY ECHEMANN</u> Title: <u>BELMONT CO. COMMISSIONERS</u> Date Signed: <u>6-15-22</u></p>	<p>By: <u><i>Josh Meyer</i></u> Print name: <u>JOSH MEYER</u> Title: <u></u> Date Signed: <u></u></p>	<p>By: <u><i>Jack Jones</i></u> Print name: <u>Jack Jones</u> Title: <u>Asst. Mgr.</u> Date Signed: <u>6/9/22</u></p>
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Note: Please see the attached spreadsheets that shows how the requested addition for design of the replacement of approximately 4330 LF of WL and how it is distributed as well as fee redistributed from existing additional services that was not going to be utilized.

APPROVED AS TO FORM:

Derek E. K...
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

AGREEMENT WITH BLUE RACER MIDSTREAM, LLC/ENGINEER'S

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a **Roadway Use Maintenance Agreement** with Blue Racer Midstream, LLC, effective June 15, 2022, for pipeline activity at 1.13 miles of CR 64 (Shepardstown Road) and 0.71 miles of CR10 (Fairpoint Maynard Road) at the Ascent GEOFLO Project.

Note: County-wide Bond No. B008245 (238281) for \$1,500,000 on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1700, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain right of way and field agreements, and intends to construct, operate, and maintain certain facilities for the **Ascent GEOFLO Project**, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the Ascent GEOFLO Project located in Wheeling Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 1.13 miles of CR-64 (Shepardstown Rd) and 0.71 miles of CR-10 (Fairpoint Maynard Rd) for the purpose of ingress to and egress from the pipeline facilities for the Ascent GEOFLO Project, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

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

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

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

1. The portion of CR-64 (Shepardstown Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR-9 (Fairpoint New Athens Rd) and ending at a point 1.13 miles to the turnoff on TR-216 (Fairpoint Shepardstown Rd). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-64 (Shepardstown Rd) for any of its Pipeline or Drilling Activities hereunder. AND

The portion of CR-10 (Fairpoint Maynard Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR-9 (Fairpoint New Athens Rd) and ending at a point 0.71 miles to the crossing location of Operator's pipeline project (Ascent GEOFLO project). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-10 (Fairpoint Maynard Rd) for any of its Pipeline or Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely

within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on June 15, 2022.

Executed in duplicate on the dates set forth below.

Authority

By: Josh Meyer /s/
Commissioner

By: J. P. Dutton /s/
Commissioner

By: Jerry Echemann /s/
Commissioner

By: Terry Lively /s/
County Engineer

Dated: 6-15-22

Approved as to Form:
David K. Liberati /s/ Assist PA
County Prosecutor

Operator

By: Windale McCrary /s/

Printed name: Windale McCrary

Company Name: Blue Racer Midstream, LLC

Title: Manager, Right of Way

Dated: 6-14-2022

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF A PORTION OF KENTUCKY AVENUE COLERAIN TWP. SEC. 7, T-7, R-3/RD IMP 1186

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the following Public Road Petition for the vacation of a portion of Kentucky Avenue located in Colerain Township, Sec. 7, T-7, R-3 and recorded in Cabinet A Slide 141 in the Belmont County Recorder's office and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1186 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.045
WITH PETITION
Belmont County, Ohio**

**June 22, 2021
IMP-1186**

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

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of a portion of Kentucky Ave. in Cab A Slide 141 Colerain Twp. Sec.7, T-7, R-3

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

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

Starting at the northwest corner of
Parcel:61-01344.000 heading in an eastern direction to the northeast corner of
Parcel: 61-01346.000 with a length of 268.15 feet and a street width of 40 feet.

PUBLIC ROAD PETITION

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
<u>Mark Lude /s/</u>	<u>54649 Colerain Pike</u>
<u>Mark Lude</u>	<u>Martins Ferry, OH 43935</u>
<u>Judith J. Lude /s/</u>	<u>54649 Colerain Pike</u>
<u>Judith Lude</u>	<u>Martins Ferry, OH 43935</u>
<u>Scott E. Hood /s/</u>	<u>54695 Colerain Pike</u>
<u>Gina Hood /s/</u>	<u>Martins Ferry, Ohio 43935</u>
<u>Judith Heilmeier</u>	<u>54691 Colerain Pike</u>
<u>Judith Heilmeier /s/</u>	<u>Martins Ferry, Ohio 43935</u>
<u>Sam Stewart</u>	<u>54763 Belmont St.</u>
<u>Sam Stewart /s/</u>	<u>Martins Ferry Ohio 43935</u>
<u>Brenda Stewart /s/</u>	<u>54763 Belmont St.</u>
	<u>M.F. O. 43935</u>
<u>John M. Zingo /s/</u>	<u>71400 Grel Arms Dr.</u>
<u>John Zingo</u>	<u>Martins Ferry, OH 43935</u>
<u>Catherine Zingo /s/</u>	<u>71400 Grel Arms Dr.</u>
<u>Catherine Zingo</u>	<u>Martins Ferry, Ohio 43935</u>
<u>Randy Zuto</u>	<u>71440 Grel Arms Dr.</u>
<u>Randy Zuto /s/</u>	<u>Martins Ferry, Ohio 43935</u>
<u>Connie Zuto</u>	<u>71440 Grel Arms Drive</u>
<u>Connie Zuto /s/</u>	<u>Martins Ferry, Ohio 43935</u>
<u>Linda Pockl</u>	<u>54749 Indiana Street</u>
<u>Linda Pockl /s/</u>	<u>Martins Ferry, OH 43935</u>
<u>Gerald Pockl</u>	<u>54749 Indiana St.</u>
<u>Gerald P. Pockl /s/</u>	<u>Martins Ferry, OH 43935</u>
<u>Mary E. Taylor</u>	<u>54529 Colerain Pike</u>
<u>Mary E. Taylor /s/</u>	<u>Martins Ferry, OH 43935</u>
<u>Amy Vavrock</u>	<u>71280 Penn Ave</u>
<u>Amy Vavrock /s/</u>	<u>Martins Ferry, OH 43935</u>

<u>Rudy Vavrock</u>	<u>71280 Penn Ave.</u>
<u>Rudy Vavrock /s/</u>	<u>Martins Ferry, OH 43935</u>
<u>James Probst /s/</u>	<u>54765 Indiana St.</u>
<u>James Probst</u>	<u>Martins Ferry, OH 43935</u>
<u>Wayne Rector</u>	<u>71190 Skyview Dr.</u>
<u>Wayne Rector /s/</u>	<u>Martins Ferry, Ohio 43935</u>

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF A Office of County Commissioners
PORTION OF KENTUCKY AVENUE
COLERAIN TWP. SEC. 7, T-7, R-3/RD IMP 1186 Belmont County, Ohio
Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1186

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 15th day of June, 2022 at the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Dutton
Mr. Echemann

Mr. Meyer moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a portion Kentucky Avenue, Colerain Township, Section 7, T-7, R-3.

RESOLVED, That the 29th day of June, 2022 at 12:30 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 13th day of July, 2022, at 10:00 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

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

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

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

Adopted June 15, 2022

Bonnie Zuzak /s/
Clerk, Belmont County, Ohio

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

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

ROAD IMP. # 1186

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of Kentucky Avenue located in Colerain Twp. Sec. 7, T-7, R-3, a public road, the general route and termini of which Road are as follows:

Starting at the northwest corner of
Parcel:61-01344.000 heading in an eastern direction to the northeast corner of
Parcel: 61-01346.000 with a length of 268.15 feet and a street width of 40 feet.

Said Board of County Commissioners has fixed the 29th day of June, 2022, at 12:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 13th day of July, 2022, at 10:00 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

ADV. TIMES LEADER (2) Mondays – June 20 and June 27, 2022

RECESS

Lt. Waddell, Ohio State Highway Patrol
Re: Service Initiative Program

Lt. Waddell said the program will concentrate on drug driving on Ohio 7 during the summer months. Lt. Waddell said, "Impaired driving accounts for more than three quarters of our fatal crashes in Belmont County. This is all based on statistics. We've seen a rise within Belmont County and Jefferson County with drug-impaired arrests." He added Belmont County ranks the third highest in the state for drug-impaired arrests. Lt. Waddell said they also provide resources for treatment. "Our main goal always is to reduce fatal crashes and injury crashes within the county. The fatal crashes that occurred, a lot of them were impaired by drugs or alcohol," said Lt. Waddell.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:44 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC121.22(G)(1) Personnel Exception, to consider the employment and compensation 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 12:48 P.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 12:48 p.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 five motions for the board to consider.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF DEANDRE CLARING, FULL-TIME ASSISTANT DOG WARDEN

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of DeAndre Claring, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective June 10, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROMOTION OF KODIE RICHARDSON, FULL-TIME KENNEL STAFF TO FULL-TIME ASSISTANT DOG WARDEN

Motion made by Mr. Meyer, seconded by Mr. Dutton to promote Kodie Richardson from full-time Kennel Staff to full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective June 15, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING FRANK BALDWIN AS FULL-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Frank Baldwin as full-time Kennel Staff at the Belmont County Animal Shelter, effective June 17, 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 HIRING HENRY HERCULES AS FULL-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Henry Hercules as full-time Kennel Staff at the Belmont County Animal Shelter, effective June 18, 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 ADOPTING JOB DESCRIPTION FOR KENNEL COORDINATOR AT THE BELMONT COUNTY ANIMAL SHELTER

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the job description of Kennel Coordinator at the Belmont County Animal Shelter effective June 15, 2022.

Belmont County Animal Shelter

Job Title: Kennel Coordinator
Supervised By: Dog Warden
Classification: Classified
Hourly Base Rate: See current pay scale

Position Summary:

The Kennel Coordinator of the Belmont County Animal Shelter (BCAS) will work to direct activities that ensure the shelter operates in accordance with the BCAS policies as it provides proper care and humane treatment for all animals living at the shelter. The Kennel Coordinator will direct kennel staff to ensure optimal care and coverage for the animals.

Essential duties, skills, and responsibilities:

- Motivate, train, and supervise employees on animal care matters, cleaning and disinfecting techniques.
- Create daily assignments for all staff employees. Schedules staff lunches.
- Ensure that staff follows all daily tasks.
- Document with pictures or in written statement any tasks not performed or not completed correctly by staff employees and make the necessary disciplinary action referral.
- Maintain a close working relationship with veterinarians, other animal agencies and businesses.
- Primary responsibility for medical care of animals. Oversees the training of giving vaccines and how to administer vaccines properly.
- Oversees maintenance and cleaning of shelter. Clean and disinfect pens, floors, and related kennel areas in accordance with established practices. Launder all necessary items.
- Keep daily count of all animals.
- Maintain records of all sheltered animals and making sure all animals have a cage card.
 - All intake cards must be marked for vaccines and testing.
 - Intake cards must also include information regarding behavior with or towards other dogs, cats, children, and if housebroken.
- Supervise animal care procedures and protocols for animal intakes, veterinarian check, vaccinations, euthanasia, adoption, and foster care programs.
- Oversees maintenance of accurate, up-to-date comprehensive health records, cage cards, and shelter statistics. Develops and maintains records keeping practices for controlled pharmaceutical substances, tests, and medical equipment for the shelter.
- Notify Dog Warden when vaccines or medications need refilled or purchased.
- Provides and oversees the care of the animals at the shelter including proper feeding, watering, exercising, bathing, and cleaning of cages.

Monitors the health of the animals, medication and vaccinating animals. Ensures all animals are up-to-date on vaccinations, ensures all animal procedures such as fecal and blood tests have been administered and ensures all animals are spayed or neutered before adoption.

- Know and follow guidelines in the adoption process.
- Responsible for processing adoptions of animals from the shelter, including proper documentation and adherence to BCAS policies and procedures.
- Escort individuals through the shelter. Be attentive and polite to the public in person and on the telephone. Provide information regarding animals.
- Be available for conflict resolutions with private citizens.
- Participates with the Dog Warden in the training of BCAS employees and volunteers. Ensures that instruction is provided to shelter staff with regard to safety practices in caring for/handling animals. Monthly or bi-weekly educational training meetings with all BCAS staff on updates, the medical field or to review diseases, canine behavior, etc.
- Hold monthly staff meetings to keep staff informed and educated on BCAS safety practices and policies, and to learn from their experiences in an effort to improve operations.
- Maintain, motivate, and recognize volunteer program.
- Oversee volunteers and outside agency workers to promote good safety practices and humane, kind treatment of the animals.
- Ability to lift or carry heavy dogs and/or large bags of food and litter.
- Perform any other duty as necessary for the safe and caring operation of the shelter or as assigned.

Skills and Knowledge:

- Administrative and supervisory skills.
- Strong organizational, interpersonal and communication skills.
- Must be able to work well with others and deal with conflict in a professional and constructive manner.
- Must achieve or maintain office and computer skills.
- Computers skills with proficiency in data entry required. Shelter Manager a plus.
- Compassion for animals and ability to provide acceptable humane-setting.
- Applicable experience with caring for large numbers of dogs.

Physical Requirements:

- Often requires lifting and carrying materials weighing up to 50 lbs.
- Frequently requires handling of materials up to 20 lbs. Additionally, handle dogs weighing up to 150 lbs.
- Sit, kneel, walking and/or standing for long periods, frequently work in a bent position.
- May be required to use strength or agility in capturing and restraining stronger, more active animals.

Unusual Work Conditions:

- Work is normally performed inside; some outside work is required.
- Exposure to unpleasant odors and noises.
- Exposure to bites, scratches and animal wastes.
- Possible exposure to contagious diseases.

Experience, Education, and Training:

- High school education
- Must possess a valid driver's license and must have dependable transportation.
- Previous management experience.

Required Qualifications:

- Must possess a valid driver's license and must have dependable transportation.
- Knowledge of basic animal behavior.
- Previous experience in an Animal Shelter or related field

Upon roll call the vote was as follows:

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

June 15, 2022

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:14 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 1:14 p.m.
Upon roll call the vote was as follows:

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

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