

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

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$984,623.42

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0064-A002-A09.000 Appellate Crt. Dist.	\$5,549.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S62.000 Printing/Advertising	E-8010-S030-S40.000 Grant Holding	\$76.06

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

K00 M.V.G.T. FUND AND N45 ROADWAY IMPROVEMENTS/ENGINEER

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9045-N045-N05.574 Transfers In	\$43,976.03

W80 PROSECUTOR'S-VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$2,602.17

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****JANUARY 03, 2024****

N03 FEMA PROJECTS/ENGINEER

E-9003-N003-N04.055	Construction	\$114,075.24
---------------------	--------------	--------------

N08 DIASTER RELIEF 4424/ENGINEER

E-9008-N008-N06.055	Construction	\$62,319.19
---------------------	--------------	-------------

N45 ROADWAY IMPROVEMENTS/ENGINEER

E-9045-N045-N27.055	FEMA Project PID #113457	\$3,611.28
---------------------	--------------------------	------------

****JANUARY 24, 2024****

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$2,141.78
---------------------	--------	------------

E-0111-A001-E09.003	PERS	\$460.39
---------------------	------	----------

E-0131-A006-A02.002	Salaries	\$39,474.40
---------------------	----------	-------------

E-0131-A006-A13.003	PERS/SPRS	\$7,144.88
---------------------	-----------	------------

E-0256-A014-A06.006	Group & Liability	\$14,264.64
---------------------	-------------------	-------------

E-0256-A014-A01.004	Workers Comp	\$565.59
---------------------	--------------	----------

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
---------------------	----------------	------------

E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$14,993.73
---------------------	-------------------	-------------

N03 FEMA PROJECTS/ENGINEER

E-9003-N003-N04.055	Construction	\$9,261.27
---------------------	--------------	------------

N45 ROADWAY IMPROVEMENTS/ENGINEER

E-9045-N045-N27.055	FEMA Project PID #113457	\$186,737.95
---------------------	--------------------------	--------------

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S40.000	Grant Holding Account	\$108,119.41
---------------------	-----------------------	--------------

E-8010-S030-S51.002	Salaries	\$176,790.44
---------------------	----------	--------------

E-8010-S030-S59.000	Fuel/Utilities	\$19,303.00
---------------------	----------------	-------------

E-8010-S030-S60.000	Maintenance & Repair	\$4,273.00
---------------------	----------------------	------------

E-8010-S030-S66.003	PERS	\$11,870.67
---------------------	------	-------------

E-8010-S030-S67.004	Workers Comp	\$9,130.54
---------------------	--------------	------------

E-8010-S030-S68.006	Hospitalization	\$69,933.75
---------------------	-----------------	-------------

E-8010-S030-S69.007	Unemployment Comp	\$47.92
---------------------	-------------------	---------

E-8010-S030-S70.005	Medicare	\$1,309.46
---------------------	----------	------------

E-8010-S030-S71.000	Education/Recreation	\$625.00
---------------------	----------------------	----------

W80 PROSECUTOR'S-VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$2,602.17
---------------------	--------	------------

Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$194,778.32
E-9801-Y001-Y03.000	Township-Permissive Tax	\$63,161.77
E-9801-Y001-Y05.000	Pease Township	\$2,604.24
E-9801-Y001-Y06.000	Goshen Township	\$1,258.02
E-9801-Y001-Y07.000	Warren Township	\$3,114.54
E-9801-Y001-Y08.000	Pultney Township	\$2,916.56
E-9801-Y001-Y09.000	Flushing Township	\$582.63
E-9801-Y001-Y10.000	Colerain Township	\$1,114.50
E-9801-Y001-Y11.000	Kirkwood Township	\$142.96
E-9801-Y001-Y12.000	Mead Township	\$996.60
E-9801-Y001-Y13.000	Richland Township	\$2,074.46
E-9801-Y001-Y14.000	Smith Township	\$490.20
E-9801-Y001-Y15.000	Somerset Township	\$448.01
E-9801-Y001-Y16.000	Union Township	\$472.72
E-9801-Y001-Y17.000	Washington Township	\$163.94
E-9801-Y001-Y18.000	Wayne Township	\$161.11
E-9801-Y001-Y19.000	Wheeling Township	\$572.90
E-9801-Y001-Y20.000	York Township	\$194.28
<u>SHERIFF/VARIOUS FUNDS</u>		
E-0131-A006-A09.000	Medical	\$165.56
E-0131-A006-A17.010	Cruisers	\$1,369.00
E-0131-A006-A20.000	False Alarms	\$950.00
E-0131-A006-A23.000	Background	\$142.00
E-0131-A006-A24.000	E-SORN	\$870.00
E-0131-A006-A26.000	K-9	\$3,600.00
E-0131-A006-A28.000	Shop with a Cop	\$2,494.00
E-0131-A006-A32.000	Warrant Fee	\$1,049.12
E-0131-A006-A33.012	Equipment	\$4,950.00
E-1652-B016-B02.000	DUI	\$25.00
E-5100-S000-S01.010	Commissary	\$33,515.83
E-5101-S001-S06.000	CCW License	\$1,562.00
E-5101-S001-S07.012	CCW Equipment	\$2,490.00
E-9710-U010-U06.000	Reserve	\$1,844.26

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACKS FOR DECEMBER 2023

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of December 2023.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,701.75
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	380.80
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	856.80
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	6,607.00
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	10,482.36
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	714.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	10,284.36
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	6,534.61
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	2,442.75
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	10,972.80
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	17,876.21
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,836.24
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	174.69
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	8,089.82
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	2,116.16
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,925.25
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,962.33
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	10,242.09
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	14,121.49
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	5,568.67
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	44,097.80

TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	5,377.80
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,928.84
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	6,657.13
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	7,786.33
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	5,566.14
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	42.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	724.08
			<hr/> 196,070.30
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	4,792.43
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	5,212.63
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	727.08
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	502.02
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	834.58
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	421.13
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	810.94
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	29.67
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	973.50
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	1,624.13
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	353.94
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	914.79
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	104.97
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	52.68
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	79,158.28
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	12,480.24
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,275.70
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	5,176.52
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	22,529.40
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	7,206.25
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	2,713.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	672.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	2,007.43
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	2,127.81
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,891.43
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	28,020.19
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	6,903.32
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	2,439.21
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	17,323.22
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	23,691.20
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	8,444.19
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	24.24
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	815.63
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,742.45
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	64,967.02
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	35,287.27
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	985.38
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,004.01
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	4,216.80
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	948.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	807.69

WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	807.96
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,000.46
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	424.05
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	1,828.41
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	1,011.64
			556,355.39

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated January 24, 2024, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows: DJFS-Amy Slater, Danielle Secrest and Valarie Gardner to Newark, OH, on March 21-22, 2024, to attend the OCOWF Annual Conference. Estimated expenses: \$1,570.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 17, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF NOTICE OF PUBLIC HEARING ON ISSUE OF ADOPTING NEW SUBDIVISION REGULATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the Clerk of the Board to establish the date and time and give Notice of Public Hearing on the issue of adopting new subdivision regulations.

Note: The hearing will be held on Wednesday, January 31, 2024 at 9:30 a.m.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM THE FLOORING CENTER/JFS CHILDREN SERVICES

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote from The Flooring Center, in the amount of \$14,395.92, to provide and install new carpeting and flooring in the upstairs area of Belmont County Department of Job and Family Services Children Services building located in Martins Ferry.

Note: This will be paid from incentives children services has received for meeting/exceeding standards for visiting children and parents in ongoing cases and completing investigations timely.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR THE SARGUS JUVENILE CENTER RESTROOM/SHOWER REMODEL TO BORDER PATROL LLC

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the Sargus Juvenile Center Restroom/Shower Remodel to the only bidder Border Patrol LLC, in the amount of \$216,000.00, based upon the recommendation of Executive Director D.J. Watson.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR HOMEMAKER AND PERSONAL CARE SERVICES TO SENIOR CITIZENS OF BELMONT COUNTY

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for Homemaker and Personal Care Services to Senior Citizens of Belmont County to the following vendors, based upon the recommendation of Lisa Kazmirski, Executive Director:

- Just Right Homecare, Inc. in the amount of \$29.00 per hour.
- Addus HealthCare Inc. dba Addus HomeCare in the amount of \$28.96 per hour.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RIGHT OF ENTRY BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO AND DANIEL FISHER, JR. AND CREEKSIDE LOGGING

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Right of Entry by and between the Board of County Commissioners of Belmont County, Ohio and Daniel Fisher, Jr. and Creekside Logging for parcel number 43-00213.000-11 located in Washington Township, Sec. 4 & 5 T-5, R-4 effective January 24, 2024 through December 31, 2024.

Note: The right of entry allows Mr. Fisher and Creekside Logging the right to cross the county's parcel for the sole purpose of collecting the timber on Mr. Fisher's parcel.

Right of Entry

This Right of Entry is entered into this 24th day of January 2024, by and between the Board of County Commissioners of Belmont County, Ohio (hereinafter "Grantor") and Daniel Fisher, Jr., and Creekside Logging (collectively, "Grantees").

WITNESSETH

WHEREAS, Grantor owns a certain parcel of land known as Parcel Number 43-00213.000-11, and more fully described in the attached Exhibit A ("Grantor's Parcel"); and

WHEREAS, Fisher owns a certain parcel of land known as Parcel Number 43-00232.000-12, which borders the Parcel owned by the Grantors ("Fisher's Parcel"); and

WHEREAS, Fisher has entered into an agreement with Creekside Logging pursuant to which Creekside Logging is collecting timber from Fisher's Parcel, but Grantees are unable to access certain portions of Fisher's Parcel without traveling across Grantor's Parcel; and

WHEREAS, Grantor has agreed to allow Grantees the right to travel across Grantor's Parcel for the sole purpose of collecting the timber on Fisher's Parcel.

NOW THEREFORE, the parties hereby agree as follows.

- (1) Grantor grants to Grantees, their agents, employees, contractors, and representatives, a non-exclusive right to enter onto Grantor's Parcel for the sole purpose of accessing Fisher's Parcel and removing timber collected from Fisher's Parcel. It is understood and agreed that the rights granted pursuant to this Right of Entry do not include the right to harvest any timber located on Grantor's Parcel.
- (2) It is understood and agreed by the parties hereto that the rights granted herein shall begin on January 24, 2024, and shall terminate automatically on December 31, 2024, or on such date as Grantees provide notice that they no longer have need of the right of entry, whichever is earlier.
- (3) Grantees agree to be responsible for any damage to Grantor's Parcel as well as any injuries that may arise out of Grantees' access of Grantor's Parcel pursuant to this Right of Entry. Grantees agree to keep Grantor's Parcel in a neat, orderly, secure, and safe condition during the term of this Right of Entry. Grantees shall, at their expense, restore any disturbed areas as nearly as possible to the condition existing prior to Grantees' exercise of their rights under this Right of Entry.
- (4) The parties agree that, if Grantor believes, in Grantor's sole discretion, that Grantees are causing excessive damage to Grantor's Parcel or allowing Grantor's Parcel to become unsafe, Grantor shall have the right to terminate this Right of Entry immediately, upon written notice to Grantees or to either of them individually.
- (5) Grantees agree to indemnify, defend, and hold Grantor harmless for any and all claims, demands, causes, actions, and damages, together with any and all losses, costs and expenses, including without limitation any attorney's fees, for the death or injury to any person or persons, or damage to property, of every kind and nature, which may arise out of or in connection with Grantees' use of Grantor's Parcel to access Fisher's Parcel.
- (6) Grantees will comply with all applicable laws and regulations, which may govern their activities while accessing Grantor's Parcel.

Executed this 24th day of January 2024.

BELMONT COUNTY COMMISSIONERS

DANIEL FISHER, JR.

By: Jerry Echemann /s/
Jerry Echemann, President

Daniel Fisher, Jr. /s/

By: Josh Meyer /s/
Josh Meyer, Vice-President

By: _____

By: J. P. Dutton /s/
J. P. Dutton

APPROVED AS TO FORM:

By Jacob A. Manning /s/

Title Jacob A. Manning, Belmont County
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT (RUMA) WITH ASCENT RESOURCES-UTICA, LLC/ENGINEERS

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a Roadway Use Maintenance Agreement (RUMA) with Ascent Resources-Utica, LLC, effective January 24, 2024, for drilling activity at 0.41 miles of CR 114 (Fairview Road), 0.61 miles of CR 120 (Douglas Road) and 0.61 miles of CR 70 (Pultney Ridge Road) at the Rock Ridge WRN BL Well Pad Site.

Note: Bond # EACX4014455 in the amount of \$326,000 on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING 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 **ASCENT RESOURCES – UTICA, LLC**, whose address is 1000 Utica Way, Cambridge, OH 43725. (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Warren 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 oil and gas leasehold, and intends to develop and operate the **ROCK RIDGE WRN BL WELL PAD SITE**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the **ROCK RIDGE WRN BL WELL PAD SITE** (hereafter collectively referred to as "oil and gas development site") located in Warren Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.41 miles (2,150') of C.R. 114 (Fairview Road) and 0.61 miles (3,200') of C.R. 120 (Douglas Road) and 0.61 miles (3,200') of C.R. 70 (Pultney Ridge Road) for the purpose of ingress to and egress from the **ROCK RIDGE WRN BL WELL PAD SITE**, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the **ROCK RIDGE WRN BL WELL PAD SITE** (hereinafter referred to collectively as "Drilling 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 Drilling Activity; and

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

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling 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 114 (Fairview Road) to be utilized by Operator hereunder, is that exclusive portion beginning at TR 162 (Lowe Road) and extending 2,150' to CR 120 Douglas Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 114 (Fairview Road) for any of its Drilling Activities hereunder.
2. The portion of CR120 (Douglas Road), to be utilized by Operator hereunder, is that exclusive portion beginning at CR 114 (Fairview Road) and extending 3,200' to CR 70 (Pultney Ridge Road) wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 120 (Douglas Road) for any of its Drilling Activities hereunder.
3. The portion of CR 70 (Pultney Ridge Road) to be utilized by Operator hereunder, is that exclusive portion beginning at CR 120 (Douglas Road) and extending 3,200' to the well pad entrance at coordinates 39.998924, -81.225142. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 70 (Pultney Ridge Road) for any of its Drilling Activities hereunder.
4. 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 Drilling 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 Drilling 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.
5. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling 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.
6. 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 Drilling Activity shall be identified and thereafter completed by the Operator to ensure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
7. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of Two Hundred Thousand & 00/100 DOLLARS (\$200,000.00) per mile for a total of Three Hundred Twenty-Six Thousand & 00/100 DOLLARS (\$326,000). 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
14. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
15. 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.
16. Agreement shall be governed by the laws of the State of Ohio.
17. This Agreement shall be in effect on January 24, 2024.

Executed in duplicate on the dates set forth below.

Authority

Operator

DocuSigned by:

January 24, 2024

By: J. P. Dutton /s/

J. P. Dutton, Commissioner

By: Jerry Echemann /s/

Jerry Echemann, Commissioner

By: Josh Meyer /s/

Josh Meyer, Commissioner

By: Terry Lively /s/

Terry Lively, P.E. County Engineer

Dated: 1-24-24

Approved as to Form:

Jacob A Manning /s/ Assistant Prosecutor

Kevin Flanagan, County Prosecutor

Upon roll call the vote was as follows:

By: Tim A. Murray /s/

Printed name: Tim A. Murray

Company Name: Ascent Resources-Utica, LLC

Title: Director of Field Services

Dated: 10/12/2023

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

IN THE MATTER OF APPROVING AND SUBMITTING THE 2024 SERC (STATE EMERGENCY RESPONSE COMMISSION GRANT APPLICATION ON BEHALF OF BELMONT COUNTY L.E.P.C. (LOCAL EMERGENCY PLANNING COMMITTEE))

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commissioner Josh Meyer to sign and submit the 2024 SERC (State Emergency Response Commission) grant application on behalf of the Belmont County L.E.P.C. (Local Emergency Planning Committee).

Note: The total L.E.P.C. Planning budget request is \$103,500. The L.E.P.C. will be using the grant funds to train responders, do community outreach and purchase equipment to assist with hazardous substances response.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE IN-KIND FORM TO BE SUBMITTED WITH THE HAZARD MITIGATION PLANNING GRANT APPLICATION/EMA

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the In-Kind form to be submitted with the Hazard Mitigation Planning grant application for the Belmont County Emergency Agency.

Note: If awarded the grant will be used to update the Belmont County Hazard Mitigation Plan.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE OHIO EMERGENCY AGENCY MANAGEMENT GRANT AGREEMENT FY23EMPG-07/EMA

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the Ohio Emergency Management Agency Grant Agreement FY23EMPG-07, in the amount of \$63,373.00, for the performance period of October 1, 2022 to December 31, 2024, on behalf of the Belmont County Emergency Management Agency.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Ashley Barto, Flushing, voiced several concerns about the Animal Shelter. Ms. Barto applied to adopt Wilson and received a call back within 12 hours and was able to adopt him. Others have applied to adopt him and have not heard back. Ms. Barto feels if her name is connected to the application it is ignored. Ms. Barto said she has sponsored several dogs for adoption and has donated over 100 blankets and dog treats to the shelter. She inquired about a dog that was turned over to the shelter to be euthanized, but was adopted out instead. The previous owner of the dog paid \$70 to the shelter to have the dog euthanized due to aggressive behavior, but were not given the money back when it wasn't. Ms. Barto made a public records request to obtain documents related to sponsorship donations. She said the sponsorship fee that was for a dog that ends up being euthanized is going into the General Fund and being used for other things such as employee payroll. She does not feel money is being turned in a timely manner. Ms. Barto questioned if the shelter employees who handle money are bonded. She also asked about two dogs that were turned over to the shelter and when the family tried to get them back they were told the dogs were already adopted and then they were euthanized two days later. Ms. Barto did state that she feels the shelter staff has made a lot of turnaround. Mr. Echemann said he appreciates the donations and will look into her concerns. Mr. Dutton said the records Ms. Barto turned in at the Town Hall meeting was turned over to the Prosecutor's office for review. He said the shelter is run off of the Dog and Kennel fund with the General Fund providing assistance.

RECESS

Superintendent Gloria Llewellyn and Pamela McCort, Communications Coordinator, Board of Developmental Disabilities
Re: American Rescue Plan Act (ARPA) Award

Ms. Llewellyn said the Belmont, Harrison and Noble County Boards of Developmental Disabilities were awarded \$486,700 in ARPA grant funds from the Ohio Department of Developmental Disabilities. \$10,000 will be used for supported connections such as youth summer camps. \$125,000 will be used for building enhancements and they are working on making their playground location accessible for people with all abilities, especially mobility issues. \$344,000 will go towards providing an accessible restroom in the community via Momentum Refresh van/services. Ms. Llewellyn said, "We can use this vehicle in our communities, whether it's at the fair, the Barnesville Pumpkin Festival. It can be parked there. It will be staffed the entire time of the event. It has a lift system. It has a large adult changing station, as well as a height-adjustable sink and a single toilet, so it'll be clean, roomy and afford the privacy that's needed for adults in our community. Those are the folks that we want to ensure have those opportunities to participate in the fair. You could have someone that might not be able to come to the fair." Ms. Llewellyn said the vehicle should be available in the next six to nine months. \$7,000 will be used to help people with disabilities and their families attend conferences, meetings and trainings of interest to them. Ms. McCort said there is great coordinated support between the three counties and communication is the key.

RECESS

10:00 Bid Opening- Sewer Capital Improvement Project: East End Sewer Lift Station Upgrades.

IN THE MATTER OF BID OPENING FOR SEWER CAPITAL IMPROVEMENTS PROJECT: EAST END SEWER LIFT STATION UPGRADES

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Sewer Capital Improvements Project: East End Sewer Lift Station Upgrades; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
S.E.T. Inc. 235 East Water Street Lowellville, Ohio 44436	X	\$1,720,000.00
James White Construction 4156 Freedom Way Weirton, WV 26062	X	\$1,797,000.00
Border Patrol, LLC 86120 Water Works Road Hopedale, Ohio 43976	X	\$1,269,962.00
Ohio-West Virginia Excavating PO Box 128 Powhatan Point, Ohio 43942	X	\$1,374,000.00

Engineer's estimate: \$1,620,000.00

Present for opening: Kelly Porter, District Director, Brian Street, District Engineer, Jeff Vaughn, Project Engineer and bidders, Ryan Green, J.R. Pflugh, Dan Williams and Frank Floor.

Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the Sewer Capital Improvement Project: East End Sewer Lift Station Upgrades, to Kelly Porter, Belmont County Water and Sewer District Director, for review and recommendation.

Upon roll call the vote was as follows:

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

Mr. Dutton noted this project will be funded with ARPA dollars. He said they were in a tough spot a few years ago with the district. They had to make a sizable rate adjustment to secure outside funding in terms of loans or grants because the rates were so low for the customer base. The county was awarded a fairly significant package. He said the department has been working hard to look at more outside funding to supplement projects that need done without putting any more burden on the rate payers. A \$72 million loan/grant was secured, 20% was grant funds. The ARPA dollars are being used specifically in the sewer district. There are about 10,000 water customers and 2,000 sewer customers. Mr. Dutton said it is not the easiest place to have 2,000 customers so they felt it was the best place to infuse federal dollars. He added it is one of three projects that will be bid this quarter and none of the three projects will be using district funds. Mr. Porter said the district is an enterprise fund and not funded by tax dollars.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:31 A.M.

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

Upon roll call the vote was as follows:

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

Hannah Warrington, HR Administrative Assistant, was also present for executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:19 AM.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:19 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are four motions to be considered.

IN THE MATTER OF LAST CHANCE AGREEMENT WITH MAINTENANCE/HOUSEKEEPING EMPLOYEE MIKE BELON

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter a last chance agreement with Maintenance/Housekeeping employee Mike Belon.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE OF STATUS OF MARY JO WILKINSON FROM PART-TIME RECEPTIONIST TO FULL-TIME RECEPTIONIST/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the change of status of Mary Jo Wilkinson from part-time receptionist to full-time receptionist at the Belmont County Animal Shelter, effective January 25, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING NANCY HARTLINE

January 24, 2024

AS A PART-TIME LPN/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Nancy Hartline as a part-time LPN at the Belmont County Jail, effective January 25, 2024 at pay grade 7, step 1.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TERMINATION OF
NICHOLAS HOWELL, FULL-TIME HOUSEKEEPING/MAINTENANCE EMPLOYEE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the termination of Nicholas Howell, full-time Housekeeping/Maintenance employee, effective January 26, 2024, and advise his supervisor to notify him of the same.

Upon roll call the vote was as follows:

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

January 24, 2024

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:21 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:21 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 31st day of January, 2024.

Jerry Echemann /s/ _____

Josh Meyer /s/ _____ COUNTY COMMISSIONERS

J. P. Dutton /s/ _____

We, Jerry Echemann and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

January 24, 2024

Jerry Echemann /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK