

St. Clairsville, Ohio

March 26, 2025

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Vince Gianangeli, 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. Dutton, seconded by Mr. Echemann 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 \$237,055.43

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

N22 WWS CAPITAL IMPROVEMENTS/BCWSD

FROM	TO	AMOUNT
E-9022-N022-N18.074 Transfers Out	E-9022-N022-N19.000 Contract Projects	\$100,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$317,133.75

S49 MENTAL HEALTH

FROM	TO	AMOUNT
E-2310-S049-S60.003 PERS	E-2310-S049-S63.000 Other Expenses	\$715.08

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$122.52

January Hospitalization-Additional Contribution Catch Up

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$122.52

February Hospitalization-Additional Contribution Catch Up

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$122.52

March Hospitalization-Additional Contribution Catch Up

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 07, 2024****

H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H04.000	Jefferson Co. WIOA	\$41,913.00
E-2610-H008-H20.000	WIOA Area 16/Admin	\$4,657.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFER OF ADDITIONAL FUNDS

FOR HSA CHARGEBACKS/JANUARY 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional transfer of funds for HSA for January, 2025.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H01.002	JOB AND FAMILY	R-9891-Y091-Y12.500	33.75
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	88.77
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	156.27
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	122.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	33.75
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	88.77

TOTALS	523.83
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Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFER OF ADDITIONAL FUNDS
FOR HSA CHARGEBACKS/FEBRUARY 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional transfer of funds for HSA for February 2025.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H01.002	JOB AND FAMILY	R-9891-Y091-Y12.500	33.75
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	88.77
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	156.27
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	122.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	33.75
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	88.77
TOTALS			523.83

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFER OF ADDITIONAL FUNDS
FOR HSA CHARGEBACKS/MARCH 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional transfer of funds for HSA for March 2025.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H01.002	JOB AND FAMILY	R-9891-Y091-Y12.500	33.75
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	88.77
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	156.27
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	122.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	33.75
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	88.77
TOTALS			523.83

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF JANUARY, FEBRUARY AND MARCH 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for Waived Hospitalization Chargebacks for the months of January, February and March 2025.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	9,499.99
E-0181-A003-A11.000	BOARD OF ELECTIONS	R-9891-Y091-Y03.500	
E-1600-B000-B13.006	DOG & KENNEL FUND	R-9891-Y091-Y03.500	500.00
County Health			
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	250.00
E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y03.500	
E-2227-F074-F06.000	HOME SEWAGE TREATMENT	R-9891-Y091-Y03.500	
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y03.500	250.00
E-2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	250.00
E-2229-F081-F01.001	PHER	R-9891-Y091-Y03.500	
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y03.500	
E-2232-F084-F02.008	Nursing	R-9891-Y091-Y03.500	
E-2233-F085-F01.002	MATERNAL CHILD HEALTH	R-9891-Y091-Y03.500	
E-2237-F089-F01.002	INTEG. NALOXONE ACCESS/INFRAT (IN)	R-9891-Y091-Y03.500	
E-2238-F090-F01.002	WORK FORCE	R-9891-Y091-Y03.500	
E-2239-F091-F01.002	ENHANCED OPERATIONS	R-9891-Y091-Y03.500	
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	
E-2219-N050-N05.000	WATER SYSTEMS	R-9891-Y091-Y03.500	
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y03.500	
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	4,250.00
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	1,250.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	
E-0400-M060-M29.008	JUVENILE (INSURANCES CCAP)	R-9891-Y091-Y03.500	
E-0400-M067-M05.008	JUVENILE (Alternate)	R-9890-Y091-Y03.500	
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	900.00
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	100.00
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	1,916.66
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	750.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,250.00
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	3,083.33
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	\$500.00
	TOTAL		26,999.98

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/
HOLDING ACCOUNT CHARGEBACKS FOR FEBRUARY 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of February 2025.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,207.23
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	0.00
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,008.00
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,117.60
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,366.37
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	490.34
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,026.37
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	4,852.28
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,645.79
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	8,504.09
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	12,308.98
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,313.45
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	658.78
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,070.99
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,649.86
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	5,578.28
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,605.78
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,582.65
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	8,715.00
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,766.76
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	31,977.31
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,922.45
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,289.10
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	5,238.31
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	5,810.64
BD OF ELECT/EMPTY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,916.12
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	0.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	305.71
			138,044.70
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,634.63
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,046.21
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	0.00
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	525.98
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	460.46
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	594.44
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	312.73
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	543.84
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	152.62
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	407.41
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	631.68

COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	645.23
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	460.87
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,615.31
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	132.93
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	0.00
Body Art	E-2243-F095-F07.002	R-9895-Y095-Y01.500	0.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	55,497.64
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,588.10
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	1,943.20
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,283.82
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	18,324.29
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	5,709.32
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,926.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	470.40
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	2,161.22
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	348.38
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	518.80
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,502.30
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	792.88
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	20,144.89
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	5,912.26
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,723.08
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	18,484.90
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	12,217.32
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	5,160.08
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	249.06
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,152.30
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	48,210.97
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	24,361.19
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	525.54
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	936.92
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,676.80
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	596.06
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	573.44
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	573.44
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,115.21
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.70
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	927.82
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	678.16
			394,794.09

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:
COMMISSIONERS-Jerry Echemann to Walnut Creek, OH, on April 24-25, 2025, to attend the EODA Annual Membership meeting. A county vehicle will be used for travel.
SSOBC-Bethesda Senior Center employees to Wheeling, WV, on April 11, 2025, for a senior outing to the Highlands and Coleman’s Fish Market. Flushing Senior Center employees to Cadiz, OH, on April 11, 2025, for a senior outing to the Puskarich Library. Lansing Senior Center employees to Cadiz, OH, on April 15, 2025, for a senior outing to the Coal Mine Museum.

Centerville & Martins Ferry Senior Center employees to Woodsfield, OH, on April 17, 2025, for a senior outing at the Westwood Place. Bellaire Senior Center employees to Dover/Berlin, OH, on April 17, 2025, for a senior outing to Amish Country. Colerain & St. Clairsville Senior Center employees to Dover/Berlin, OH, on April 21, 2025, for a senior outing to Amish Country. Flushing & Martins Ferry Senior Center employees to Moundsville, WV, on April 22, 2025, for a senior outing to the Grave Creek Mound. Barnesville Senior Center employees to Cambridge, OH, on April 23, 2025, for a senior outing for shopping and lunch at Theo’s.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 19, 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF HIRING LARRY USENICK AS FULL-TIME UTILITY WORKER/WATER AND SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Larry Usenick, full-time Utility Worker at Belmont County Water and Sewer District, effective March 31, 2025.

Note: This is a replacement position.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF HIRING TRENT MCINTIRE AS FULL-TIME UTILITY WORKER/WATER AND SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Trent McIntire, full-time Utility Worker at Belmont County Water and Sewer District, effective March 31, 2025.

Note: This is a replacement position.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF APPROVING CHELSEA WALLS, NORTHERN DIVISION DEPUTY CLERK TO TRANSFER UNUSED VACATION AND SICK TIME

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Chelsea Walls, Northern Division Deputy Clerk, to transfer her unused vacation and sick time from her position as Assignment Clerk at Northern Division as her starting balance as an employee under the Belmont County Board of Commissioners.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF REAPPOINTMENT TO THE BELMONT-HARRISON JUVENILE DISTRICT BOARD OF TRUSTEES

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint Mr. Mike McKeever to the Belmont-Harrison Juvenile District Board of Trustees for a five-year term, effective March 31, 2025 through March 30, 2030, based upon the approval and recommendation of Judge Albert Davies, Belmont County Juvenile Court pursuant to O.R.C. 2152.44.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING THE CONTRIBUTION-IN-AID-OF-CONSTRUCTION
AGREEMENT WITH OHIO POWER COMPANY/HEALTH DEPARTMENT AND RECORD CENTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Contribution-In-Aid-Of-Construction agreement with Ohio Power Company, in the amount of \$3,861.81, for electric distribution service at the new Belmont County Health Department and Record Center.

Note: This is for temporary service during construction.

Ohio Power Company

Contribution-In-Aid-Of-Construction Agreement

For Electric Distribution Service

RECEIVED

MAR 26 2025

BELMONT COUNTY COMMISSIONERS

BELMONT COUNTY COMMISSIONERS

Service: 65339 BANNOCK RD

SAINT CLAIRSVILLE, OH

Contract #: 00WS00000622177

Work Request #: 69322423

Date: 3/20/2025

The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: 1 PH - 120/240 VOLTS OVERHEAD.

Additionally, the Customer has requested Premium Service as follows: N/A

Ohio Power Company (hereinafter referred to as "Company") agrees to SCHEDULE JOB WHEN SIGNED CIAC AGREEMENT IS RECEIVED.

Customer agrees to RETURN SIGNED CIAC AGREEMENT AND PAY ANY BILLED AMOUNT. INSTALL ALL SERVICE EQUIPMENT IN ACCORDANCE WITH ASD SPECS, NATE ELEC CODE AND ANY LOCAL CODES.

In accordance with the Company's terms and conditions as filed with the Public Utilities Commission of Ohio the Customer agrees to pay Ohio Power Company as follows.

1. \$3,851.81 is the total up-front Contribution-In-Aid-Of-Construction.

All facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers.

It is understood and agreed that the Company will not begin facilities construction until all Contribution-In-Aid-Of-Construction costs for Basic and Premium Services outlined above are received by the Company.

It is understood and agreed that this agreement, and particularly the amounts of the Contribution-In-Aid-Of-Construction contained herein, are based on the specifics of the Customer's request for distribution electric facilities.

Other utilities may have lines and/or equipment that utilize American Electric Power's pole or other facilities. American Electric Power is not responsible for the installation, relocation or removal of lines and/or equipment owned by other utilities at this location. Each utility is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged by other utilities are the responsibility of the customer, not American Electric Power. The customer is responsible for contacting the other utilities and making arrangements with them for any work that must be done to facilitate this contract.

If the Customer's request for facilities is altered or the Customer requests a delay or otherwise is unable to take service by 06/18/2025, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Of-Construction to reflect either the alteration in requested facilities or the delay in service, or both. All dates for commencement and completion of construction are estimates only and do not represent guaranteed dates.

Nothing herein contained shall be construed as a waiver or relinquishment by Company or any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereunder or for any reason or cause stated in the Company's Tariff.

The quoted price will be valid until 06/18/2025

By signing and returning this Agreement, Customer agrees to accept the above described terms and conditions.

Customer	JERRY ECHEMANN	Company	
By	x L. P. DUTTON	By	Harley Perkins
Signature:	x VINCE GIANANGELI	Signature:	Harley Perkins
Title:	x BELMONT Co. COMMISSIONER	Title:	Technician
Date:	x 3/26/25	Date:	3/20/2025

x Jerry Echemann

0322

x Vince Gianangeli

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF APPROVING THE PROPOSAL FROM GRAE-CON/
HEALTH DEPARTMENT AND RECORD CENTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the proposal from Grae-Con, in the amount of \$4,416.00, to provide all labor, equipment and materials for temporary service during the construction of the new Belmont County Health Department and Record Center.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Gianangeli Yes

**IN THE MATTER OF ADVERTISING FOR REQUEST FOR QUALIFICATIONS
FROM HYDROGEOLOGIC CONSULTING FIRMS/WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to advertise for Request for Qualifications from Hydrogeologic Consulting firms to provide hydrogeologic testing, environmental investigation, evaluation of potential water source site and design of a potential new radial collector well for the Belmont County Water and Sewer District.

BELMONT COUNTY COMMISSIONERS’ OFFICE
ST. CLAIRSVILLE, OH 43950
PUBLIC ANNOUNCEMENT

The Belmont County Commissioners request statements of qualifications from hydrogeologic consulting firms interested in providing services for hydrogeologic testing, environmental investigation, evaluation of potential water source site and design of a potential new radial collector well for the Belmont County Water and Sewer District. The Board will select one candidate based on qualifications and familiarity with the district’s infrastructure. Services required under this contract include, but are not limited to: test drilling; developing and monitoring test wells; sampling; data analysis; groundwater flow modeling; report preparation; collector well design and general consulting. Firms interested in being considered for a contract to provide the required services should reply with a statement of qualifications no later than **May 2nd, 2025**. Statements received after this deadline will not be considered. Statement of qualifications should include: information regarding the firm’s history; education and experience of owners and key technical personnel; the technical expertise of the firm’s current staff; the firm’s experience in performing hydrogeologic services; availability of staff; the firm’s equipment and facilities; references; and any previous work performed for Belmont County. Statements of qualifications should be transmitted to: Kelly Porter, Director, Belmont County Water & Sewer District, Water & Sewer Projects, P.O. Box 457, 67711 Oakview Drive, St. Clairsville, OH 43950. As required by Ohio Revised Code 153.67-71, responding firms will be evaluated and ranked in order of their qualifications. Following this evaluation, the Belmont County Commissioners will enter contract negotiations with the most highly qualified firm(s). Times Leader Advertisement: One (1) Monday, March 31, 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Mr. Dutton said this is the beginning of another big water project which will be evaluating water capacity of the water plant and looking for an additional water source.

**IN THE MATTER OF AWARDING BID FOR BELMONT
COUNTY ENGINEER’S PROJECT 24-4 BEL-CR5 ASPHALT
RESURFACING TO SHELLY & SANDS, INC.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer’s Project 24-4: BEL-CR5 (Crescent and Emerson Road), Asphalt Resurfacing Project to the low bidder, Shelly & Sands, Inc., in the amount of \$522,588.50, based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: Engineer’s estimate \$509,408.61.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE
AGREEMENT WITH GULFPORT APPALACHIA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Gulfport Appalachia, LLC, effective March 26, 2025, for water transfer activity at 1.4 miles of CR 54 (Pipe Creek Road) and 1.5 miles of CR 56 (Mt. Victory Road) and Bridge on TR 129 at the Hartley Water Transfer.

Note: No bond needed per County Engineer Terry Lively.

**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 Gulfport Appalachia, LLC, whose address is 713 Market Drive, Oklahoma City, OK 73114, (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Mead and York Townships, 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 Hartley Water Transfer including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Hartley Water Transfer (hereafter collectively referred to as “water transfer activity”) located in Mead and York Townships, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.4 miles of CR 54, Pipe Creek Road and 1.5 miles of CR 56, Mt. Victory Road and Bridge on TR 129 for the purpose of ingress to and egress from the Hartley Water Transfer for traffic necessary for the purpose of constructing temporary waterlines and pumping water at the Hartley Transfer (hereinafter referred to collectively as “Water Transfer 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 Water Transfer 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-Water Transfer Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Water Transfer 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 Water Transfer Activity, prior to the start of Water Transfer 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 54, Pipe creek Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the end of the existing RUMA at the intersection with Kirkland Hill and going west for 1.4 miles to the intersection with TR 129, Tomlinson Run Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 54 for any of its Water Transfer Activities hereunder.
2. The portion of CR 56, Mt. Victory Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the end of an existing RUMA at the Yankee pad and going northwest to the intersection with TR 130, Schroeder Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 for any of its Water Transfer Activities hereunder.
3. 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 Water Transfer 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 Water Transfer 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.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Water Transfer 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.

5. 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 insure 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.

6. Unless excepted for the reasons provided below, prior to the Water Transfer 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 \$_____ & 00/100 DOLLARS (_____) per mile. 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 water transfer 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.

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

14. 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.

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

16. This Agreement shall be in effect on March 26, 2025.

Executed in duplicate on the dates set forth below.

Authority
By: J. P. Dutton /s/
Commissioner
By: Jerry Echemann /s/
Commissioner
By: Vince Gianangeli /s/
Commissioner
By: Terry Lively /s/
Terry Lively, County Engineer
Dated: 3-26-25

Operator
By: William Smith /s/

Printed name: William Smith

Company Name: Gulfport Appalachia, LLC

Title: Vice President of Drilling

Dated _____

Approved as to Form:
Jacob Manning /s/, Asst. Pros. Attorney
County Prosecutor
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH BLUE RACER MIDSTREAM, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Blue Racer Midstream, LLC, effective March 26, 2025, for pipeline activity at 0.25 miles of CR 54 (Pipe Creek Road) and CR 56 (Mt. Victory Road) at the Yankee to Pipe Creek Pipeline.

Note: Bond No. 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, L.L.C. 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 Mead Township and York 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 pipeline right of way agreements, and intends to construct, operate, and maintain certain facilities for the Yankee to Pipe Creek Pipeline, including appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the Yankee to Pipe Creek Pipeline (hereafter collectively referred to as “pipeline development site”) located in Mead Township and York Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 0.25 miles of CR-54 Pipe Creek Road and 1.50 miles of CR-56 Mt Victory Road for the purpose of ingress to and egress from the pipeline facilities for the Yankee to Pipe Creek Pipeline, 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 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 for the Pipeline Activity, prior to the start of Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted

by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. The portion of CR-54 Pipe Creek Road to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with State Route 7 and ending at the proposed pipeline crossing and construction entrances. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-54 Pipe Creek Road for any of its Pipeline Activities hereunder.

The portion of CR-56 Mt Victory Road to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR-132 Little Captina Road and ending at the intersection with TR-130 Schroder Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-56 Mt Victory Road for any of its Pipeline 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 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 Pipeline Activity on the Route 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.

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 March 26, 2025.
- Executed in duplicate on the dates set forth below.

Authority

By: J. P. Dutton
Commissioner

By: Jerry Echemann /s/
Commissioner

By: Vince Gianangeli /s/
Commissioner

By: Terry Lively /s/
County Engineer

Dated: 3-26-25

Approved as to Form:

Jacob Manning /s/, Assistant Prosecuting Attorney
County Prosecutor

Upon roll call the vote was as follows:

Operator

By: Scott Hrivnak /s/

Printed name: Scott Hrivnak

Company Name: Blue Racer Midstream, LLC

Title: Engineer III-Permitting & Roads

Dated: 3-27-25

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH BLUE RACER MIDSTREAM, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Blue Racer Midstream, LLC, effective March 26, 2025, for pipeline activity at 4.34 miles of CR 5 (Glencoe Road) at the Kaldor to TPL-3 Pipeline.
Note: Bond No. 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, L.L.C. 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 Richland Township and Smith 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 pipeline right of way agreements, and intends to construct, operate, and maintain certain facilities for the **Kaldor to TPL-3 Pipeline**, including appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the **Kaldor to TPL-3 Pipeline** (hereafter collectively referred to as “pipeline development site”) located in Mead Township and Smith Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 4.34 miles of CR-5 Glencoe Road for the purpose of ingress to and egress from the pipeline facilities for the **Kaldor to TPL-3 Pipeline**, 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 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 for the Pipeline Activity, prior to the start of Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary. **BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR-5 Glencoe Road to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with State Route 147 and ending at the intersection with State Route 149. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-5 Glencoe Road for any of its Pipeline 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 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 Pipeline Activity on the Route 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. 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.
- b. 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. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 12. 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.
- 13. Agreement shall be governed by the laws of the State of Ohio.
- 14. This Agreement shall be in effect on March 26, 2025.

Executed in duplicate on the dates set forth below

Authority
By: J. P. Dutton
Commissioner
By: Jerry Echemann /s/
Commissioner
By: Vince Gianangeli /s/
Commissioner
By: Terry Lively /s/
County Engineer
Dated: 3-26-25
Approved as to Form:
Jacob Manning /s/, Assistant Prosecuting Attorney
County Prosecutor

Operator
By: Scott Hrivnak /s/
Printed name: Scott Hrivnak
Company Name: Blue Racer Midstream, LLC
Title: Engineer III-Permitting & Roads
Dated: 2-25-25

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ADOPTING THE AMENDED RESOLUTION
AUTHORIZING ANY ACTIVE MEMBER OF THE BELMONT COUNTY
COMMISSIONERS TO EXECUTE THE GRANT CONTRACT AND ANY
RELATED DOCUMENTS FOR THE SFY 2025 OHIO AIRPORT IMPROVEMENT
PROGRAM, MATCHING GRANT APPLICATION FOR GENERAL AVIATION AIRPORTS**

Motion made by Mr. Dutton, seconded by Mr. Echemann, as the co-sponsor for the Belmont County Regional Airport Authority, to adopt the amended resolution authorizing any active member of the Belmont County Commissioners to execute the grant contract and any related documents for the SFY 2025 Ohio Airport Improvement Program, Matching Grant Application for General Aviation Airports.
Note: \$16,927 is being requested to Shift Existing Taxiway Design, Rehabilitate Apron Design, Relocate Access Road Design and Hangar Access Road Slip Repair.
WHEREAS, The Barnesville-Bradfield Airport is in need of improvements and those improvements will be accomplished through the Shift Taxiway A; Rehabilitate Apron; Relocate Access Road; and Hangar Access Road Slip Repair, Phase I - Design project (FAA Grant No. 3-39-0007-019-2024 (AIP)). The Ohio Department of Transportation, Office of Aviation, is accepting applications for State Fiscal Year 2025 Ohio Airport Improvement Program, Matching Grant Application for General Aviation Airports; and
WHEREAS, the Board desires to authorize any active member of the Belmont County Commissioners to execute the grant contract and any related documents for the SFY 2025 Ohio Airport Improvement Program, Matching Grant Application for General Aviation Airports;
NOW THEREFORE, BE IT RESOLVED, that an application was submitted to the Ohio Department of Transportation in the amount of \$16,927.00 for the Shift Taxiway A; Rehabilitate Apron; Relocate Access Road; and Hangar Access Road Slip Repair, Phase I - Design project by the President of the Belmont County Regional Airport Authority and that a Grant offer has been received from the Ohio Department of Transportation. This Board authorizes any active member of the Belmont County Commissioners to execute the Grant contract and all related documents and to manage the grant as necessary inclusive of amendments to the Grant contract and submission of applications for payment associated with the Grant as required by the Ohio Department of Transportation.
AND BE IT RESOLVED, that the Board shall commit the matching funds of \$16,927.00 for the project.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Mr. Dutton said this is the first phase of a sizable multi-million project.

**IN THE MATTER OF APPROVING THE OHIO EMERGENCY AGENCY
MANAGEMENT GRANT AGREEMENT FY24/EMA**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J. P. Dutton to sign the Emergency Management Performance Grant Program (EMPG) Agreement FY 2024, in the amount of \$56,153.00, on behalf of the Belmont County Emergency Management Agency.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING QUOTE FOR A GLCAP/RCAP
SCOPE OF SERVICES LOW-TO-MODERATE INCOME SURVEY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote for a GLCAP/RCAP Scope of Services Low-to-Moderate Income Survey, in the amount of \$2,580.00, to obtain enough valid responses to satisfy the requirements of a HUD Community Development Block Grant.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Discussion-

Belmont County Engineer’s Project 24-4-County Engineer Terry Lively said he received \$500,000 through the Shale and Oil grant. The balance of the project will be paid for with MVGT funds. The grant is designed to help counties in Ohio that have a lot of oil and gas activity. He added the county has been successful in obtaining the grants.

RUMA’s-Mr. Lively said the RUMA’s cover various locations in the county. Oil and gas activity is continuing in Belmont County. The RUMA’s are in place in case damages are done by the companies.

GLCAP/RCAP Scope of Services Low-to-Moderate Income Survey-Mr. Dutton said they are trying to get water access to the Hendrysburg and Kirkwood Township areas. They are applying for grant funding. Two counties, a village and a township are working together on this. The areas have issues with private well contamination.

OPEN PUBLIC FORUM-Doris Barnes, Willow Grove Road, voiced her concerns about a road condition along Little McMahon Creek that runs along her house. Due to recent heavy rains a tree fell into the creek and two other trees may fall into the road. Mr. Dutton said he will pass along her concerns to the Belmont County EMA.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:54 A.M

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:42 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:42 p.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Mr. Dutton said as a result of executive session there are four motions to be considered at this time.

**IN THE MATTER OF ACCEPTING THE RETIREMENT OF
BRENDA (KAY) DRISCOLL, FULL-TIME CENTER COORDINATOR/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the retirement of Brenda (Kay) Driscoll, full-time Center Coordinator at Senior Services of Belmont County, effective April 18, 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF AMENDING MOTION OF MARCH 12, 2025, APPROVING UNPAID
LEAVE FOR SARAH MAYHEW, FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Dutton, seconded by Mr. Echemann to amend the motion made on March 12, 2025 approving unpaid leave for Sarah Mayhew, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective March 11, 2025, changing the effective dates to March 11-14, 2025

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING UNPAID LEAVE FOR
AMANDA ORBAN, FULL-TIME ASSISTANT CLERK/
BELMONT COUNTY COMMISSIONERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve unpaid leave for Amanda Orban, full-time Assistant Clerk for the Belmont County Commissioners, effective March 25, 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING UNPAID LEAVE FOR
KYLIE ENSELL, FULL-TIME HOUSEKEEPING/MAINTENANCE
AT BELMONT COUNTY BUILDING AND GROUNDS**

March 26, 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve unpaid leave for Kylie Ensell, full-time Housekeeping/ Maintenance at Belmont County Building and Grounds, effective March 25-26, 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

RECESS

Reconvened at 1:04 p.m. with no further business to come before the board.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:04 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:04 p.m.
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Read, approved and signed this 2nd day of April, 2025.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Vince Gianangeli /s/_____

We, J. P. Dutton 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.

J. P. Dutton /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK