

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Josh Meyer and Mark A. Thomas, Commissioners and Jayne Long, 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. 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 \$413,942.32**

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Thomas, 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 April 4, 2018 meeting:

**A00 GENERAL FUND**

E-0055-A004-B19.000	County Buildings	\$16,053.71
E-0056-A006-E01.002	Salaries- Employees	\$3,135.00
E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$22,476.75
E-0131-A006-A17.012	Cruiser	\$467.69

**E10 911 FUND**

E-2200-E010-E07.000	Other Expenses	\$2,402.00
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**E11 9-1-1 WIRELESS**

E-2301-E011-E01.011	Contract Services	\$20,001.17
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**O39 BOND RETIR/BRIDGE-RETAINING WALL/ENGINEERS**

E-9218-O039-O05.050	Principal	\$75,000.00
E-9218-O039-O06.051	Interest	\$2,000.00

**T11 BEL.CO COMMISSIONERS CDBG**

E-9702-T011-T01.000	Grants	\$25,989.89
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**W80 PROSECUTORS-VICTIM ASSIST PROGRAM**

E-1511-W080-P01.002	Salaries	\$3,000.00
E-1511-W080-P05.003	PERS	\$1,000.00
E-1511-W080-P07.006	Hospitalization	\$1,000.00
E-1511-W080-P08.005	Medicare	\$15.39
E-1511-W080-P15.000	Rent	\$339.58
E-1511-W080-P16.000	Consultant	\$515.00

**SHERIFF/VARIOUS**

E-0131-A006-A09.000	Medical	\$811.53
E-0131-A006-A23.000	Background	\$216.00
E-0131-A006-A24.000	E-SORN	\$300.00
E-0131-A006-A32.000	Warrant Fee	\$1,240.00
E-1652-B016-B02.000	DUI	\$209.52
E-5100-S000-S01.010	Commissary	\$5,460.38
E-5101-S001-S06.000	CCW License	\$593.00
E-5101-S001-S07.012	CCW Equipment	\$535.00
E-9710-U010-U06.000	Reserve	\$24,326.83

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-MARCH & APRIL, 2018**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for Hospitalization Chargebacks for March & April, 2018.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	8,441.54
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	23,932.64
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	35,820.37
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	16,511.60
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,690.02
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,345.01
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	4,035.03
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	6,400.54
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	1,345.01

E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	5,380.04
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	894.94
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	8,070.06
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	114,560.70
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	151,951.16
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	15,530.60
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,690.02
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	51,204.32
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	15,491.10
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	6,340.12
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	85,619.50
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	12,476.57
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	2,690.02
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	2,690.02
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,690.02
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	30,982.20
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,020.50
	<b>WATER DEPARTMENT</b>		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	32,717.51
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	15,843.76
	<b>COUNTY HEALTH</b>		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	12,511.08
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	525.96
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	2,365.52
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,183.20
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	679.04
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	575.16
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	3,766.03
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	691.08
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	0.00
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	
	<b>Juv Court/Grants</b>		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	3,710.52
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	1,020.50
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	5,380.04

TOTALS **692,773.05**

Upon roll call the vote was as follows:

Mr. Dutton     Yes  
Mr. Meyer       Yes  
Mr. Thomas    Yes

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies.  
**E10 RECEIPTS/DONATION TO 911-\$500.00** deposited into R-2200-E010-E05.500 on 04/04/18  
**GENERAL FUND/CORSA REIMBURSEMENT -\$467.69** CORSA Reimbursement deposited into R-0040-A000-Q00.500 on 04/02/18  
*(Claim No. 0160029087-Sheriff Dept. 2014 Chevy Implala DOL 03/14/18)*  
**GENERAL FUND/REIMBURSEMENT FROM OVERTIME WORKED DURING WELL PAD EXPLOSION AFTERMATH-\$3,135.00** deposited into R-0050-A000-A45.500 Refunds and Reimbursements 03/20/18  
**GENERAL FUND/REIMBURSEMENT FROM WATER COOLER DAMAGE AT N/E COURT-\$16,053.71** deposited into R-0050-A000-A45.500 Refunds & Reimbursements 03/14/18  
**T11 GRANT MONIES-\$25,989.89** deposited into R-9720-T011-T01.501 on 03/30/18

Upon roll call the vote was as follows:

April 4, 2018

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated \_\_\_April 4, 2018, 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. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Meyer granting permission for county employees to travel as follows:  
**DJFS**-Joanne Fabry, Debbie Rhodes, Beth Pollock, Lori Leiffer, Lisa Kahrig, Michelle Schramm and Taralynn Manukin to Muskingum Co. to attend the OB Training. A county vehicle will be used for travel. Estimated expenses: \$105.00.  
**VETERANS**-Veterans Service Commission to Columbus, OH, on April 6-7, 2018 for the Spring Conference of the Ohio State Association of County Veterans Service Commissioners. Estimated expenses: \$1,000.00.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING MINUTES OF  
BOARD OF COMMISSIONERS MEETINGS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 28, 2018 and the Special Meeting of March 29, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

Mr. Dutton noted the special meeting was in regards to the Engineer's request for license plate fee proposal. He inadvertently moved on, after Mr. Lively's presentation, without making the motion to set the dates and times for public hearings.

ANNOUNCEMENT-Mr. Dutton made the following announcement-  
The Mental Health and Recovery Board is seeking applications to fill open positions on that Board. Interested parties should contact Jayn Devney at the Mental Health and Recovery Board's office to request an application at 740-695-9998.

**IN THE MATTER OF ACCEPTING THE NOTICE OF RETIREMENT FOR JAMES HUDSON SR.,  
BUILDING AND GROUNDS HOUSEKEEPING/MAINTENANCE EMPLOYEE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the notice of retirement for James Hudson Sr., Belmont County Building and Grounds Housekeeping/Maintenance employee, effective March 28, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF WILLIAM SWIGER,  
BUILDING AND GROUNDS MAINTENANCE/HOUSEKEEPING EMPLOYEE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of William Swiger, Belmont County Building and Grounds Maintenance/Housekeeping employee, effective March 30, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING THE HIRING OF  
JOANN LEIFFER AS PART-TIME DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Joann Leiffer as part-time driver at Senior Services of Belmont County, effective April 9, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING THE HIRING OF  
ERNEST WARD AS PART-TIME DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Ernest Ward as part-time driver at Senior Services of Belmont County, effective April 9, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADVERTISING FOR BIDS  
FOR ENGINEER'S PROJECT #18-2**

Motion made by Mr. Dutton, seconded by Mr. Meyer to advertise for bids for the Belmont County Engineer's Project #18-2 **Applying Liquid Asphalt for Dust Control on various County Highways**, based upon the recommendation of Terry Lively, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**NOTICE TO BIDDERS  
BELMONT COUNTY COMMISSIONERS  
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioner's Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:30 A.M.** (Local Time), **Wednesday, April 25, 2018** for furnishing all labor, materials and equipment for Belmont County Engineer's **PROJECT #18-2: Applying Liquid Asphalt for Dust Control on various County Highways**, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners' office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday thru Friday.

A bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with Section 153.54(B) O.R.C. for the full amount of the bid, or certified check, cashier's check or letter of credit in accordance with Section 153.54(C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid.

**The owner intends and requires that this project be completed by July 31, 2018.**

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of the Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and the Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239. Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein.

The Belmont County Commissioners reserve the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated. The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The bid package contains a Plan and Equipment Questionnaire designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By order of the Board of County Commissioners  
of Belmont County, Ohio  
Jayne Long /s/  
Jayne Long, Clerk

**Times Leader Advertisement: Two (2) Mondays, April 9, 2018 and April 16, 2018.**

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE  
AGREEMENT WITH OHIO GATHERING COMPANY/ENGINEER**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Ohio Gathering Company, effective April 4, 2018, for the use of 0.08 miles of CR-5 (Emerson Road) for pipeline activity.

*Note: County Wide Bond #K08271410 for \$1 million on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND  
COMPRESSOR 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 Ohio Gathering Company, L.L.C., whose mailing address is 43050 Industrial Park Road, Cadiz, Ohio 43907 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the owner of certain right of way and field agreements, and intends to construct, operate and maintain certain facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] (hereafter collectively referred to as "Pipeline Activity") located in Colerain Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use 0.08 miles of CR-5 (Emerson Road), for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], for traffic necessary for the purpose of constructing the 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 with in 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 (Emerson Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-519 (Hertler Road) and ending at the northerly line of Belmont County. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-5 (Emerson 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 excepted 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 (8)(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 April 4, 2018.

**Authority**

By: J. P. Dutton /s/

Commissioner

By: Josh Meyer /s/

Commissioner

By: Mark A. Thomas /s/

Commissioner

By: Terry Lively /s/

Engineer

Dated: 4-4-18

Approved as to Form:

David K. Liberati /s/ Assist PA

County Prosecutor

Upon roll call the vote was as follows:

**Operator**

By: Jeffrey Breen /s/

Printed Name: Jeffrey Breen

Company Name: Ohio Gathering Company, L.L.C.

Title: Transportation Permits Manager

Dated: 3-29-18

Mr. Dutton            Yes  
Mr. Meyer            Yes  
Mr. Thomas           Yes

**IN THE MATTER OF APPROVING THE AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE DATED JANUARY 24, 2018, WITH ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the Amendment and Ratification of the Oil and Gas Lease dated January 24, 2018, with Ascent Resources-Utica, LLC, to add an additional 3.059644 net acres, in the amount of \$5,000 per net leasehold acre, located in Colerain Township. Total payment amount \$15,298.22.

**AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE**

THIS AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE (this “Amendment”), effective as of January 24, 2018 (the “Effective Date”), by and between The Belmont County Board of Commissioners, by J.P. Dutton as President, Josh Meyer as Vice President and Mark A. Thomas as Commissioner, whose address is 101 West Main Street, St. Clairsville, Ohio 43950 (“Lessor”) and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 (“Lessee”) (the aforementioned parties being referred to herein as a “Party” and collectively as the “Parties”).

**RECITALS:**

WHEREAS, The Belmont County Board of Commissioners, by J.P. Dutton as President, Josh Meyer as Vice President and Mark A. Thomas as Commissioner, and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company entered into that certain Oil and Gas Lease dated January 24, 2018, and recorded in the lease book land records of Belmont County, Ohio, at Book 749 and Page 476 on February 15, 2018, (the “Oil and Gas Lease”), covering the oil and gas interests in certain lands in the Township of Colerain, County of Belmont, State of Ohio, as more particularly described therein (the “Leased Premises”); and

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

**AGREEMENT:**

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

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

a. Legal Description

Additional acreage has been added to the Oil and Gas Lease. A description of these additional Leased Premises is attached hereto as Exhibit “A.” The Parties hereto agree that the additional Leased Premises described in the attached Exhibit “A,” combined with the Leased Premises described in the Oil and Gas Lease, constitutes a full and complete description of the lands covered by the Oil and Gas Lease, as amended herein.

**II. MISCELLANEOUS**

a. Effect.

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

Amendment shall mean the Oil and Gas Lease as modified, revised and supplemented hereby.

b. Further Assurances.

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

c. Counterparts.

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

d. Entire Agreement.

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

e. Defined Terms.

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

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

**LESSOR:**  
The Belmont County Commissioner  
J. P. Dutton /s/  
J. P. Dutton, President

**LESSEE:**  
ASCENT RESOURCES – UTICA, LLC  
By: \_\_\_\_\_  
Name: Serena D. Evans  
Title: Attorney-in-Fact

Josh Meyer /s/  
Josh Meyer, Vice-President

Mark A. Thomas /s/  
Mark A. Thomas, Commissioner

APPROVED AS TO FORM:  
David K. Liberati, Assist P.A.  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE DATED FEBRUARY 8, 2017 WITH ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the Amendment and Ratification of the Oil and Gas Lease dated February 8, 2017, with Ascent Resources-Utica, LLC, to add an additional 1.815 net acres, in the amount of \$4,000 per net leasehold acre, located in Colerain Township. Total payment amount \$7,260.00.

**AMENDMENT AND RATIFICATION OF**

**OIL AND GAS LEASE**

THIS AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE (this “**Amendment**”), effective as of February 8, 2017 (the “**Effective Date**”), by and between The Belmont County Board of Commissioners, by J.P. Dutton as President, Josh Meyer as Vice President and Mark A. Thomas as Commissioner, whose address is 101 West Main Street, St. Clairsville, Ohio 43950 (“**Lessor**”) and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 (“**Lessee**”) (the aforementioned parties being referred to herein as a “**Party**” and collectively as the “**Parties**”).

**RECITALS:**

WHEREAS, The Belmont County Board of Commissioners, by Mark A. Thomas, J.P. Dutton, and Josh Meyer, and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company entered into that certain Oil and Gas Lease dated February 8, 2017, and recorded in the lease book land records of Belmont County, Ohio, at Book 667 and Page 258 on February 10, 2017, (the “**Oil and Gas Lease**”), covering the oil and gas interests in certain lands in the Township of Colerain, County of Belmont, State of Ohio, as more particularly described therein (the “**Leased Premises**”); and

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

**AGREEMENT:**

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

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

- a. Legal Description  
Additional acreage has been added to the Oil and Gas Lease. A description of these additional Leased Premises is attached hereto as Exhibit “A.” The Parties hereto agree that the additional Leased Premises described in the attached Exhibit “A,” combined with the Leased Premises described in the Oil and Gas Lease, constitutes a full and complete description of the lands covered by the Oil and Gas Lease, as amended herein.

**II. MISCELLANEOUS**

- a. Effect.  
Lessor and Lessee each hereby ratify and confirm the Lease and all of its terms and provisions to the full extent of Lessor’s right, title and interest in and to the oil, gas and other minerals on or underlying the Leased Premises, and Lessor does hereby grant, lease and let the Leased Premises unto Lessee, and each acknowledge and agree that, except as herein specifically modified, the Oil and Gas Lease remains unmodified and in full force and effect, except that reference to “this Lease” or “this Oil and Gas Lease” or words of similar import in the Oil and Gas Lease or in this Amendment shall mean the Oil and Gas Lease as modified, revised and
- b. Further Assurances.  
At any time and from time to time, Lessor agrees to promptly and duly execute and deliver any and all such further instruments, endorsements, agreements, consents, affidavits, ratifications, assignments and other documents (including, without limitation, driveway permits), make such necessary filings, give such notices, and take such further action as may reasonably be deemed necessary or convenient to carry out the provisions of this Amendment and the Oil and Gas Lease.
- c. Counterparts.  
This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- d. Entire Agreement.  
This Amendment (including Exhibit “A” hereto) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, superseding all prior and/or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.
- e. Defined Terms.  
Any capitalized terms that are not defined herein shall have the meaning given to such terms in the Oil and Gas Lease.

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

**LESSOR:**  
The Belmont County Commissioner  
J. P. Dutton /s/  
J. P. Dutton, President

**LESSEE:**  
ASCENT RESOURCES – UTICA, LLC  
By: \_\_\_\_\_  
Name: Serena D. Evans  
Title: Attorney-in-Fact

Josh Meyer /s/  
Josh Meyer, Vice-President  
Mark A. Thomas /s/  
Mark A. Thomas, Commissioner  
APPROVED AS TO FORM:  
David K. Liberati, Assist P.A.  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF THE VACATION AND REDEDICATION OF TOWNSHIP RD 801 (SHANNON ROAD) WARREN TWP. SEC. 30, T-8, R-6/RD IMP 1146**

**Office of County Commissioners  
Belmont County, Ohio**

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 4th day of April, 2018, at the office of the Commissioners with the following members present:

Mr. Dutton  
Mr. Meyer  
Mr. Thomas

**RESOLUTION – ORDER TO CLOSE ROAD  
Sec. 5553.10 O.R.C.**

Mr. Dutton moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of March 21, 2018, and a copy of this resolution be forwarded to the Warren Township Trustees.

Mr. Meyer seconded the Resolution and the roll being called upon its adoption the vote was as follows:

<u>Mr. Dutton</u>	<u>Yes</u>
<u>Mr. Meyer</u>	<u>Yes</u>
<u>Mr. Thomas</u>	<u>Yes</u>

Adopted the 4th day of April, 2018.

Jayne Long /s/  
Clerk, Board of County Commissioners  
Belmont County, Ohio

1. "locating,""establishing,""altering,""widening,""straightening,""vacating" or "changing the direction of."

**IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL SERVICE CONTRACTS WITH VARIOUS PROVIDERS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into Emergency Medical Service Contracts, pursuant to ORC 307.05, with the following twenty-one providers for a one-year term beginning April 9, 2018. The following shall provide emergency medical services to the residents of Belmont County within their general jurisdiction and locale, and for services rendered shall be paid by the County the sum of \$6,800.00 each:

Barnesville Fire & EMS; Barton Volunteer Fire Department; Beallsville Emergency Medical Service; Belmont Volunteer Fire Department; Bethesda Volunteer Fire Department; Bridgeport Volunteer Fire Department; Brookside Volunteer Fire Department; Colerain Volunteer Fire Company; The Flushing Volunteer Fire Department, Inc.; Holloway Volunteer Fire Department; Lafferty Volunteer Fire Department, Inc.; Martins Ferry Fire & Emergency Squad; The Neffs Volunteer Fire Department; OR&W Fire District (Shadyside and Mead Twp.); Powhatan Emergency Squad; The Smith Township Volunteer Fire Company; Somerton Volunteer Fire Company; The Spirit of '76 Volunteer Fire Department; Sunset Heights Volunteer Fire Department; Wolfhurst Central Volunteer Fire Department and Yorkville Volunteer Fire Department

**EMERGENCY MEDICAL SERVICES CONTRACT**

This contract is made and entered into this 9th day of April, 2018, by and between the Belmont County Board of Commissioners, hereinafter referred to as the County, and the see above list, hereinafter referred to as the Provider, who is a county, township, municipal corporation, non-profit corporation, joint emergency medical services district or fire and ambulance district located within the State of Ohio.

**WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio;**

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- 1) The Provider is an emergency medical service organization as defined in ORC 4765.01(H).
- 2) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.
- 3) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
- 4) The Provider shall furnish emergency medical services to the residents of Belmont County within their general jurisdiction and locale.
- 5) The Provider shall receive a single payment of ~~\$6,800.00~~ from the County for the provision of emergency medical services to the residents of Belmont County within its general jurisdiction during the contract period.
- 6) The Provider shall, throughout the duration of this contract, maintain coverage through the Ohio Bureau of Workers' Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.
- 7) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.
- 8) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may be liable. The Provider further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.

This contract shall be in full force and effect from the date of signing for one year unless sooner terminated by the terms hereof.

**BELMONT COUNTY COMMISSIONERS (SEE ABOVE LIST OF ENTITIES)**

<u>J. P. Dutton /s/</u>	_____
<u>Josh Meyer /s/</u>	_____
<u>Mark A. Thomas /s/</u>	_____

**APPROVED AS TO FORM:**

By David K. Liberati /s/  
Title David K. Liberati, Belmont County  
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL SERVICE CONTRACT WITH CUMBERLAND TRAIL FIRE DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into Emergency Medical Service Contract, pursuant to ORC 307.05, with Cumberland Trail Fire District for a one-year term beginning April 9, 2018. Cumberland Trail Fire District shall provide emergency medical services to the residents of Belmont County within their general jurisdiction and locale, and for services rendered shall be paid by the County the sum of \$7,500.00.

**EMERGENCY MEDICAL SERVICES CONTRACT**

This contract is made and entered into this 9th day of April, 2018, by and between the Board of County Commissioners, Belmont County, Ohio, hereinafter referred to as "County", and Cumberland Trail Fire District, hereinafter referred to as "Provider".

WHEREAS, PURSUANT TO ORC 307.05, Board of County Commissioners may enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- (1) The Provider is an emergency medical service organization as defined in ORC 4765.01(H).
- (2) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.



- (3) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
- (4) The Provider shall furnish emergency medical services to the residents of Belmont County within its general jurisdiction and locale.
- (5) The Provider shall provide emergency medical services and non-emergency transport services to inmates of the Belmont County Jail.
- (6) The Provider shall receive as a base payment from County the sum of \$7,500.00. This payment shall cover 100% of the cost of providing emergency medical services to the residents of Belmont County, Ohio, and 50 total responses (emergency and non-emergency transports) to the Belmont County Jail. In the event that Provider is required to respond to more than 50 calls to the Belmont County Jail during the contract period, Provider shall bill County, and County shall pay for such service at the then established Medicaid rate.
- (7) The Provider shall, throughout the duration of this contract maintain coverage through the Ohio Bureau of Workers' Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.
- (8) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.
- (9) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may be liable. The Provider further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.

This contract shall be in full force and effect from the date of signing for one (1) year.

BOARD OF COUNTY COMMISSIONERS  
 BELMONT COUNTY, OHIO

CUMBERLAND TRAIL FIRE DISTRICT

J. P. Dutton /s/

J. P. Dutton

Mark Thomas /s/

Mark Thomas

Josh Meyer /s/

Josh Meyer

APPROVED AS TO FORM:

By: David K. Liberati /s/

Title: David K. Liberati, Belmont County  
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

Fire Chief John Slavik and Operations Chief Tim Hall of the Cumberland Trail Fire District were in attendance.

Mr. Dutton said the Board is happy to provide this funding to the emergency medical providers and feels it's a good use of funds. He explained Cumberland Trail's amount is higher due to them dealing with additional transports from the jail which is an additional cost to them. He said it falls solely on Cumberland Trail; they make numerous medical transports for the jail and those will continue. The Board decided to increase their allocation slightly to cover their cost to handle those runs and it will cover 50 runs which is approximately the number of calls they covered last year. If the calls go above that amount, Cumberland Trail will be provided the Medicaid rate for those runs. Mr. Dutton said he hopes it doesn't go above that number and that the Board is monitoring the jail population weekly. Mr. Thomas thanked Cumberland Trail for their continued cooperation and partnership. He said the Board has been doing the EMS contracts for many years and appreciates what all of the departments do.

**IN THE MATTER OF APPROVING RATE INCREASE FOR  
LABOR, VEHICLE, EQUIPMENT AND TRAILER RATES  
FOR BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the rate increases for labor, vehicle, equipment and trailer rates for the Belmont County Water & Sewer District effective May 1, 2018, based upon the recommendation of Director Kelly Porter.

*Note: The increase is based upon 2017 wages and the FEMA Schedule of Equipment Rates.*

**Belmont County Water & Sewer District**  
**Based on 2017 Wages and the FEMA Schedule of Equipment Rates**

<b>Proposed Labor Rates</b>		March 26, 2016		
<b>LABOR</b>		<b>Current</b>	<b>Proposed</b>	<b>Proposed OT</b>
<b>Per Hour</b>	Equipment Operator	26.50	32.00	48.00
	General Labor	25.00	28.50	42.75
	Management	37.00	40.50	60.75

**Proposed Vehicle; Equipment & Trailer Rates (Without Labor)**

<b>VEHICLES</b>		<b>Current</b>	<b>Proposed</b>
<b>Per Hour</b>	Pick-up Trucks - 1/2 ton & over	25.00	25.00
	International 4900 4x2 Dump (Cab & Chassis) (1996)	60.00	67.70
	Ford F550 Chassis 4x4 - Dump (2003)	45.00	60.77
	International 4900 4x2 (5th Wheel) (1996)	32.00	42.50
	International 7400 Utility Truck (Cab & Chassis) (2009)	45.00	46.00
	International 7600 SBA 6x4 (5th Wheel) (2014)	55.00	55.00
	(Sewer Dept.) International Truck - Jet Suction 2110 4x4 (1993)	100.00	100.00
	(Sewer Dept.) Chevrolet Ambulance/Camera Truck (1991)	75.00	75.00
	(Sewer Dept.) Kaiser Jeep - 5 ton (1967)	105.00	121.20
<b>EQUIPMENT</b>			
<b>Per Hour</b>	Backhoe Case 580SN (2013)	23.50	29.50
	Kobelco Excavator (2006)	65.00	65.00
	Boring Machine	25.00	25.00
	Flex Rod Boring Machine (1984)	25.00	25.00
	Compactor	11.00	11.00
	Sullair Air Compressor (1994)	25.00	25.00
	Cat Diesel Generator (1980)	34.00	34.00
	Honda Generator	3.25	3.35
<b>TRAILERS</b>			
<b>Flat Rate</b>	Trail King Trailer (Tag) (2006)	8.00	11.36
	Eager Beaver Trailer (5th Wheel) (2011)	10.25	14.15
	Car Mate Trailer (2011)	4.00	4.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING RATE INCREASE FOR TURN ON FEES FOR BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the rate increase for turn on fees, from \$20.00 to \$53.50, for the Belmont County Water & Sewer District effective May 1, 2018, based upon the recommendation of Director Kelly Porter.

*Note: The increase is based upon 2017 labor wages and truck rates.*

Upon roll call the vote was as follows:

Mr. Dutton	Yes
------------	-----

April 4, 2018

Mr. Meyer Yes  
Mr. Thomas Yes

Mr. Dutton noted the last two motions are updating part of the fee structure; the rates haven't been adjusted for quite some time.

**IN THE MATTER OF ACCEPTING ANNUAL REPORT FOR SHELTERS FOR VICTIMS OF DOMESTIC VIOLENCE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the annual report for shelters for victims of domestic violence as submitted by the Tri-County Help Center pursuant to ORC 3113.39.

Upon roll call the vote was as follows:

Mr. Dutton Yes  
Mr. Meyer Yes  
Mr. Thomas Yes

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 2 FROM COON RESTORATION & SEALANTS, INC./FORMER JAIL RESTORATION PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the execution of Pay Request Number 2 (through 11/30/17) from Coon Restoration & Sealants, Inc., in the amount of \$21,436.00 for the Former Jail Restoration Project.

Upon roll call the vote was as follows:

Mr. Dutton Yes  
Mr. Meyer Yes  
Mr. Thomas Yes

Mr. Dutton said most of the funding for this project is from grant funds. They are waiting for better weather and are close to having the work done.

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM XTO ENERGY/911 CENTER**

Motion made by Mr. Dutton, seconded by Mr. Meyer to acknowledge receipt of a \$500.00 donation from XTO Energy to the Belmont County 911 Center in honor of National Telecommunicators' Appreciation week.

Upon roll call the vote was as follows:

Mr. Dutton Yes  
Mr. Meyer Yes  
Mr. Thomas Yes

**RECESS**

**9:30 Agenda Item: Vince Gianangeli, Director, Bel. Co. Dept. of Job and Family Services**

**Re: Child Abuse Prevention Month Proclamation and Area 16 Workforce Development Board Auditor of State Award**

Present for the Child Abuse Prevention proclamation were: Common Pleas Judge Frank Fregiato, Vince Gianangeli, Director and DJFS staff members John LaRoche, Billy Marinacci, Judy Beckett and Christine Parker.

**IN THE MATTER OF ADOPTING THE PROCLAMATION DESIGNATING APRIL AS CHILD ABUSE PREVENTION MONTH**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the proclamation designating April as Child Abuse Prevention Month.

***Proclamation  
Recognizing***

***"CHILD ABUSE PREVENTION MONTH"***

WHEREAS, Belmont County recognizes each April as Child Abuse Prevention Month, and acknowledges that we must work together to increase awareness about child abuse and continue to dedicate to raise children in a secure and loving environment where they can thrive and learn to be responsible citizens; and

WHEREAS, through strengthening the family and community, Belmont County residents are making positive differences in the lives of our children that will ultimately result in a brighter future for our county; and

WHEREAS, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community and faith-based organizations, businesses and law enforcement agencies; and

WHEREAS, over 1,000 children were served in Belmont County in 2017 as a result of reports from concerned community members who play a positive role in supporting our young people and their families; and

WHEREAS, The Belmont County Board of Commissioners and the Belmont County Department of Job and Family Services support and promote the partnership between the State of Ohio, county and local, public and private agencies and our community to prevent child abuse and neglect; and

WHEREAS, Belmont County residents celebrate children, this county's GREATEST resource and the community leaders of tomorrow.

NOW, THEREFORE, BE IT RESOLVED, the Board of Belmont County Commissioners does hereby designate APRIL 2018 as "CHILD ABUSE PREVENTION MONTH" throughout the County of Belmont.

Adopted this 4th day of April, 2018.

**BELMONT COUNTY COMMISSIONERS**

J. P. Dutton /s/

Mark A. Thomas /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Dutton Yes  
Mr. Meyer Yes  
Mr. Thomas Yes

The Board thanked all for the work that they do.

**IN THE MATTER OF AUDITOR OF STATE AWARD FOR AREA 16 WORKFORCE DEVELOPMENT BOARD**

Mr. Gianangeli announced the Area 16 Workforce Development Board has received the Auditor of State award for a perfect audit for the second year in a row. It is for the period of July 1, 2016 through June 30, 2017. He recognized his fiscal staff present: Bonnie White, Fiscal Officer; Jack Regis, Budget Officer and Marcy Elson, Donna Yocum and Lynne Zanke (not present), Account Clerks. Mr. Dutton commended Mr. Gianangeli and his staff.

**RECESS**

April 4, 2018

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:05 A. M.**

Motion made by Mr. Dutton, 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 of public employees.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

Jack Regis, Facilities Manager, was present for a portion of the executive session.

Commissioner Dutton left executive session at 10:05 a.m.

Mr. Regis left executive session at 10:14 a.m. and it continued.

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:40 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Thomas to exit executive session at 10:40 a.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Thomas	Yes
Mr. Dutton	Absent

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:41 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Thomas to adjourn the meeting at 10:41 a.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Thomas	Yes
Mr. Dutton	Absent

Read, approved and signed this 11th day of April, 2018.

J. P. Dutton /s/ \_\_\_\_\_

Mark A. Thomas /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

Josh Meyer /s/ \_\_\_\_\_

We, J. P. Dutton and Jayne Long, 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

Jayne Long /s/ \_\_\_\_\_ CLERK