

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 \$1,000,474.24

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

H00 PUBLIC ASSISTANCE/BCDJES

FROM	TO	AMOUNT
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H14.007 Unemployment	\$10,000.00

N29 CAPITAL PROJECTS

FROM	TO	AMOUNT
E-9029-N029-N02.055 Courthouse Bldg Repair	E-9029-N029-N15.055 Old Jail Restoration	\$30,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 25, 2018:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

N29 CAPITAL PROJECTS

E-9029-N029-N02.055	Courthouse Building Repair	\$50,312.10
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	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 25, 2018 meeting:

A00 GENERAL FUND

E-0051-A001-A14.012	Equipment	\$84.31
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$1,902.00
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E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$9,876.73
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L09.000	Travel and Expenses	\$2,486.00
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E-1810-L001-L11.003	PERS	\$5,833.33
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M60 CARE & CUSTODY/JUVENILE COURT

E-0400-M060-M25.002	Salaries-C-CAP	\$9,334.48
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E-0400-M060-M60.002	Salaries-Truancy	\$12,729.18
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O30 BOND RET-JAIL CONSTRUTION

E-9212-O030-O04.000	Issuance Fees	\$2,985.17
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O40 NOTE RET-SENIOR SERVICES

E-9240-O040-O03.000	Issuance Fees	\$4,253.98
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O50 NOTE RET-2014 WATER SYSTEM IMPROVEMENT

E-9250-O050-O03.000	Issuance Fees	\$7,894.69
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O53 NOTE RET-SSD #2 FORCE MAIN

E-9253-O053-O03.000	Issuance Fees	\$8,077.96
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S31 N.S.L.A. OAKVIEW JUVENILE

E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$2,385.28
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S55 TARGETED COMM. ALTR. TO PRISON

E-1545-S055-S01.000	Grant Expenses	\$38,414.00
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W80 PROSECUTORS/VICTIM PROGRAM

E-1511-W080-P01.002	Salary	\$4,734.63
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E-1511-W080-P02.010	Supplies	\$331.00
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E-1511-W080-P03.000	Travel	\$28.00
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E-1511-W080-P04.000	Other Expenses	\$51.00
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E-1511-W080-P15.000	Rent	\$339.58
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SHERIFF/VARIOUS

E-0131-A006-A09.000	Medical	\$84.00
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E-0131-A006-A23.000	Background	\$530.00
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E-0131-A006-A24.000	E-SORN	\$474.00
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E-0131-A006-A26.000	K-9	\$3,000.00
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E-0131-A006-A32.000	Warrant Fee	\$2,340.00
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E-1652-B016-B02.000	DUI	\$59.98
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E-5100-S000-S01.010	Commissary	\$7,820.29
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April 25, 2018

E-5101-S001-S06.000	CCW License	\$3,211.00
E-5101-S001-S07.012	CCW Equipment	\$4,820.00
E-9710-U010-U06.000	Reserve	\$24,494.58

Upon roll call the vote was as follows:

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

GENERAL FUND/REIMBURSEMENT FROM PAYMENT ERROR-\$84.31 deposited into R-0050-A000-A45.500 Refunds & Reimbursements on 04/12/18.

Upon roll call the vote was as follows:

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 25, 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:

COURT OF COMMON PLEAS/PROBATE DIVISION-Jennifer Shunk to Columbus, OH, on May 15, 2018, to attend the Juvenile Court Administrators round table meeting. Noah Atkinson to Columbus, OH, on June 8, 2018, August 24, 2018, October 26, 2018 and December 14, 2018, to attend Juvenile Intercourt Conference Committee meetings.

DJFS-John Regis and Lori Bittengle to Columbus, OH, on April 25, 2018 and May 2, 2018, to attend the EDMS Forms Design and Super User Training. A county vehicle will be used for training. Estimated expenses: \$60.00. John Laroche, Nichole Couch and Trina Palmer to Grove City, OH, on May 17-18, 2018, to attend the Anti Human Trafficking Coalition conference. A county vehicle will be used for travel. Estimated expenses: \$542.70.

SENIORS-Donna Steadman to Moundsville, WV, on May 8, 15, 22, & 29, 2018, for a senior outing to Four Seasons Pool. Senior Centers of Belmont County to Wheeling, WV, on May 10, 2018, for an outing to Wheeling Downs. Sue Hines to Wheeling, WV, on May 10, 2018, for a senior outing to Wheeling Downs, Fish Market and Big Lots. Kay Driscoll to Sugar creek, OH, on May 11, 2018, for a senior outing to Amish Country. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 18, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM PARTNERSHIP AGREEMENT BETWEEN BELMONT COUNTY COMMISSION AND CITY OF MARTINS FERRY

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the Community Housing Impact and Preservation Program Partnership Agreement between the Belmont County Commission and the City of Martins Ferry, effective September 1, 2018.

COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM PARTNERSHIP AGREEMENT

This Community Housing Impact and Preservation Program Partnership Agreement (the "Agreement") is made and entered into by and between the **Belmont County Commission** (the "County"), and the City of **Martins Ferry** (the "City"), and shall be effective beginning **September 1, 2018** (the "Effective Date") and will remain in effect until such a time that the CHIP Program funds are expended and the funded activities are closed out. Neither the County nor the City can terminate or withdraw from this agreement while it remains in effect. This agreement will become effective on the above dates only if the County's Community Housing Impact and Preservation Program application is awarded.

BACKGROUND INFORMATION

A. The Ohio Office of Community Development (OCD), through its Community Housing Impact and Preservation Program (CHIP) awarded with the state's Community Development Block Grant (CDBG), HOME, and Ohio Housing Trust Fund (OHTF) allocations has provided an opportunity to create "partnerships" between County and Cities to submit one (1) CHIP application to serve areas covering partnerships jurisdictions. The "partnership" would allow for a higher grant ceiling for both partners as well as additional flexibility to preserve and improve affordable housing for low- and moderate- income households in our County.

B. County and City recognize the positive impact the "partnership" will provide to the low- and moderate- income households in our area.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Applicant. County will be designated as the applicant/grantee and will be responsible for the completion of all grant application documents.
2. Administrator. County will have the responsibility of hiring the administrators for the CHIP activities.
3. Filing of CHIP Mortgages and Housing Program Income. County will have the responsibility of filing all mortgages and any program income generated from CHIP activities will be retained by the County. However, the City will have the ability to request the use of

housing program income for eligible housing activities generated as a result of this CHIP program.

4. Fiscal Obligation. County will be responsible for paying all contractors for work completed for the CHIP activities. The County will be responsible for all financial draw requests for any work related to the CHIP activities.

5. Grant Fund Administration and Implementation. County will be responsible for the administration and implementation of all CHIP funds. The anticipated budget and outcomes are as follows.

County:	<u>Six</u> Private Rehabs	<u>\$252,000.00</u>
	<u>Eight</u> Home Repairs (includes two septic tank projects)	<u>\$118,000.00</u>
City:	<u>Four</u> Private Rehabs	<u>\$168,000.00</u>
	<u>Seven</u> Home Repairs	<u>\$ 91,000.00</u>

These amounts are within the grant funding limit for each partner. The County will market all CHIP housing activities in the City with full intention to meet the budgeted outcomes. However, the goal to improve the affordable housing for low- and moderate- income households in the County based on following the approved client selection criteria in the Policy and Procedure Manual. Additionally, milestones must be met for committing and expending funds, so these budgeted amounts and outcomes may increase or decrease as applications are received and projects are completed. and that the distribution of funds is fluid. No commitment of guaranteed funds to the County or the Partner is hereby implied or made.

6. Reporting Information. The City agrees to provide the County any information needed for the completion of CHIP related reporting requirements. The County administrators will meet regularly with the City to provide updates on program budget and outcomes.

7. Record, Access and Maintenance. The County will have the responsibility for retaining all CHIP grant records after the financial closeout as required by OCD, State and Federal regulations.

8. Policy and Procedure Manual. The County's CHIP Policy and Procedure Manual will be adopted for the partnership. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

County:
Belmont County Commissioners

City:
City of Martins Ferry

By: J. P. Dutton /s/

By: Robert Krajnyak /s/

Printed Name: J. P. Dutton
Title: President
Date: 4-25-18

Printed Name: Robert Krajnyak
Title: Mayor
Date: 4-18-18

Approved As To Form:
David K. Liberati /s/
David Liberati, Asst. Prosecuting Attorney
Belmont County

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CONTRACT FOR ADMINISTRATIVE SERVICES BETWEEN BELMONT COUNTY COMMISSIONERS AND BEL-O-MAR REGIONAL FOR THE COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the Contract for Administrative Services between the Belmont County Commissioners and Bel-O-Mar Regional for the Community Housing Impact and Preservation (CHIP) Program Grant effective September 1, 2018 through December 31, 2020.

CONTRACT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT, made this 1st day of September, 2018*, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and Bel-O-Mar Regional Council with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called "BEL-O-MAR."

* *Contract only takes effect if County is awarded Community Housing Impact and Preservation Program.*

WHEREAS, the COUNTY has been awarded a HUD CDBG and HOME funded Community Housing Impact and Preservation Program (CHIP) grant from the Ohio Department of Development, Office of Housing and Community Partnerships for the purpose of undertaking Housing Rehabilitation activities, hereinafter called PROJECTS, within Belmont County, Ohio.

WHEREAS, the COUNTY does desire to retain professional grant administration and implementation services for said PROJECTS; and,

WHEREAS, BEL-O-MAR does desire to provide grant administration/implementation services for said PROJECT;

NOW, THEREFORE, WITNESSETH, that the COUNTY and BEL-O-MAR do hereby agree as follows:

I.

Purpose

The COUNTY hereby engages and retains BEL-O-MAR to administer and implement the HUD CDBG/HOME funded Community Housing Improvement Program Grant awarded to the COUNTY for said PROJECTS.

II.

Scope of Services

BEL-O-MAR agrees to perform the following grant administration services and duties:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said PROJECT.
2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said PROJECT including Citizen Participation requirements, Environmental Review Clearance, MBE/WBE Recruitment Efforts, Equal Employment Opportunity, Lead Based Paint Regulations, Ohio Historic Preservation Clearance, Fair Housing Laws and Contracting and Procurement Laws.
3. To set up and maintain bookkeeping and financial records for said PROJECT.
4. To establish and maintain official relations with the Department of Housing and Urban Development and all other grantor agencies for the purpose of reporting the progress and status of said PROJECTS.
5. To oversee and participate in all monitoring visits and program audits conducted by the Department of Housing and Urban Development or any other grantor agency.
To perform all Rehab Specialist Services and duties including: inspections; work write-up and cost estimates for repairs, perform lead-based paint risk assessments, and complete specifications for any lead-based paint interim control methods, attend all Pre-Bid and Pre-Construction Conferences to review work specifications and answer questions from homeowners and contractors, review and evaluate bids for rehab work, perform interim and final inspections, evaluate contractors performance and review and execute all necessary construction procurement documents pertaining to the CHIP Program.
7. Procure all other personnel necessary to complete the CHIP, including the approved contractor list.
8. Market the CHIP housing activities to eligible low and moderate income households.
9. Review and process applications for assistance. Make determination as to eligibility, type, and amount of assistance.
10. Prepare and execute all required documents pertaining to CHIP assistance.
11. Act as local contact for clients, contractors and lending institutions for inquiries, payments and all other correspondence.
12. Attend all Pre-Bid and Pre-Construction conferences as well as all interim and final on-site inspections.
13. Attend all loan closings for down payment assistance clients. Execute and record all loan security agreements.

- 14. Review, approve and process payment of contractor invoices, change orders, and other work related documents during the construction phases of said PROJECT.
- 15. To make regular reports to the COUNTY concerning the status and progress of said PROJECT.
- 16. Any and all other unforeseen miscellaneous items necessary for the successful completion of said PROJECT.

**III.
Duties of County**

The COUNTY agrees as follows:

- 1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
- 2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
- 3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than three (3) years after the completion of said PROJECT.

**IV.
Compensation**

The COUNTY agrees to pay a sum not to exceed One Hundred Seventy Four Thousand, Five Hundred and 00/100 Dollars (\$174,500.00) to BEL-O-MAR as compensation for administration services rendered, and payable at such time as said grant monies are received for distribution by the COUNTY. BEL-OMAR will invoice the COUNTY no more frequently than once per month. The method of compensation to be used is as follows:

LABOR - All labor costs related to the performance of the contract will be billed as direct labor at the employee rates shown below.

Rick Healy	Hourly Rate	\$ 27.27
A.C. Wiethe	Hourly Rate	\$ 37.37
Pam Douglas	Hourly Rate	\$ 39.00

FRINGE BENEFITS - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2019 is .7475.

TRAVEL - travel required to perform this contract will be billed as direct.

COMMUNICATIONS- telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

OTHER - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

INDIRECT COSTS - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2019 is 1.5.

**V.
Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until December 31, 2020. The term of this Agreement may be extended upon the mutual written consent of the parties.

**VI.
Termination of Contract for Cause**

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**VII.
Termination for Cause and Convenience of the COUNTY**

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

**VIII.
Records and Audits**

BELOMAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.
Compliance with Executive Order 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

X.

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR JAMES R. AND LORI B. TOBIN/BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument for James R. and Lori B. Tobin, married**, for a mortgage deed dated April 9, 2013, as recorded in Volume 0392, pages 513-515 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated April 9, 2013, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0392 at pages 513-515, and executed by James R. and Lori B. Tobin, married, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

04-25-18

Date

Belmont County Commissioners:

By: J. P. Dutton /s/
 J. P. Dutton, President
Josh Meyer /s/
 Josh Meyer
Mark A. Thomas /s/
 Mark A. Thomas

April 25, 2018

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR ARTHUR LEE BILLMAN, JR./BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument for Arthur Lee Billman, Jr., unmarried**, for a mortgage deed dated February 2, 2009, as recorded in Volume 0179, pages 275-277 in the Belmont County Recorder's Office based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated February 2, 2009, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0179 at pages 275-277, and executed by Arthur Lee Billman, Jr., un-married, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

04-25-18

Belmont County Commissioners:

Date:

By: J. P. Dutton /s/
J. P. Dutton, President
Josh Meyer /s/
Josh Meyer
Mark A. Thomas /s/
Mark A. Thomas

Upon roll call the vote was as follows:

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

Rick Healy, Assistant Director of Management Services with Belomar, explained the Community Housing Impact and Preservation program. He said the program was enacted in Belmont County in 1990. Since that period approximately 300 homes have been impacted with emergency home repairs and approximately 450 homes have been impacted with private rehabs. Some of those have been down payment assistance projects, he added. Mr. Healy said they have partnered to construct seven homes with Habitat for Humanity. "Over the years, we really have made an impact with that program in the county, with the goal to improve the housing stock in Belmont County," said Mr. Healy. He said since the 2014 program year the state has encouraged collaboration between eligible counties and communities. To encourage this, the state has raised the available grant request. Belmont County partnered with Martins Ferry during the 2014 and 2016 grant periods and during those grant periods alone the county has completed 40 home repairs, 2 septic tank replacements and completed 26 private rehabs. In 2018 the Commissioners can apply for \$700,000 to complete a projected 15 emergency home repairs and 10 whole house rehabilitations throughout the county said Mr. Healy. Mr. Dutton thanked Mr. Healy for all the work Belomar does.

IN THE MATTER OF APPROVING THE ONE-YEAR RENEWAL OF PREVENTATIVE MAINTENANCE AGREEMENT/JAIL

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the one-year renewal of Preventative Maintenance Agreement #SPM30235-Automated Logic Controls Quarterly Inspection with Limbach in the amount of \$5,479.00 for the Belmont County Jail.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE ACCESS AGREEMENT GRANTING XTO ENERGY, INC. A TEMPORARY RIGHT OF INGRESS AND EGRESS FOR INSTALLATION AND MAINTENANCE OF TEMPORARY ABOVE-GROUND WATER LINE/CR 56 MT.VICTORY RD.

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Access Agreement granting XTO Energy, Inc. a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line on CR 56(Mt. Victory Road).

Access Agreement

Know all men by these presents, that **The Belmont County Commissioners**, a political subdivision, whose mailing address is 101 West Main Street, Courthouse, St. Clairsville, Ohio 43950, hereby grants to **XTO Energy Inc.**, whose address is 810 Houston St., Fort Worth, Texas 76102, its successors and assigns, a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line. Said Waterline will be installed from **XTO West Pad, Crossing CR-56 Mt. Victory with an existing road bore from previous activity, continuing on private property southerly to water withdrawal point near State Route 148**. Entire water line is shown on attached map Exhibit "A". **County Roads to be utilized strictly for this installation will be CR-56 Mt. Victory Rd. from XTO West Pad Easterly to T-136 Stephens Road (approximately 0.40 miles)**. This temporary access agreement shall expire twelve (12) months from the date of execution below.

It is understood and agreed that throughout the term of this agreement, at any time that the Grantee, its successors or assigns, intends to bore beneath any portion of **CR 56 Mt. Victory Road Rd**, in order to install or maintain the water line, Grantee, its successors and assigns, shall notify the Belmont County Engineer's Office at least twenty-four (24) hours in advance. At all times any work is to be performed on the installation and/or maintenance of said water line, the Grantee, its successor and assigns, shall be responsible for proper traffic control measures in accordance with the Ohio Manual of Uniform Traffic Control Devices and shall install and maintain said temporary water line in accordance with the directions and guidelines provided to Grantee by the Belmont County Engineer's Office at all times.

Grantee, its successors and assigns, shall be responsible for repairing any damage to the roadway caused by the installation or maintenance of said water line, or caused by a break in the water line. If Grantee, its successors, and assigns, fails to make the necessary repairs in a timely manner, Grantor shall have the right to repair the road and charge Grantee, its successors and assigns, the actual cost of said repairs. Grantee, its successors and assigns, shall be responsible for any collection of costs incurred by Grantor in collecting for those repairs, including any court costs or attorney's fees.

Grantee shall protect, save, indemnify, and hold Grantor, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including 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 installation and maintenance of a temporary above-ground water line whatsoever.

Grantee shall furnish Grantor with a twenty four (24) hour emergency contact name and number for the authorized local representative of the Grantee. Grantee shall secure any required easements, rights-of-way or other rights necessary to access and operate through and across those properties adjacent to the above described roadway and from the underlying owners of the fee interest in the roadway, along the route of the temporary above-ground water line.

This agreement specifically covers all necessary trucks, trailers and equipment necessary for the provision, installation and operation of above ground temporary water lines in the direct area served by the county roads as named above.

April 25, 2018

Grantee shall maintain liability insurance covering the installation and operation of the temporary above ground water line and Grantee's use of the easement and right-of-way. Such insurance shall be endorsed to name Grantor as additional insured. Grantee shall provide Grantor with a copy of a certificate of insurance upon request by Grantor. Grantee reserves the right to self-insure and to provide Grantor a certificate of such upon request.

Executed this 25th day of April, 2018.

GRANTOR (s)

Belmont County

By: Mark Thomas /s/

Mark Thomas,
Belmont County Commissioner

By: Josh Meyer /s/

Josh Meyer
Belmont County Commissioner

By: J. P. Dutton /s/

J. P. Dutton
Belmont County Commissioner

By: Terry Lively /s/

Terry Lively
Belmont County Engineer

Dated: 4-25-18

Approved as to Form:

David K. Liberati /s

David Liberati

Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

GRANTEE:

XTO Energy Inc.

By: Brian Teller /s/

Brian Teller
Operations Manager
Appalachia District

Date: 4/5/18

IN THE MATTER OF APPROVING AND SIGNING THE ACCESS AGREEMENT GRANTING XTO ENERGY, INC. A TEMPORARY RIGHT OF INGRESS AND EGRESS FOR INSTALLATION AND MAINTENANCE OF TEMPORARY ABOVE-GROUND WATER LINE/CR 42 FULTON HILL RD.

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Access Agreement granting XTO Energy, Inc. a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line on CR 42(Fulton Hill Road).

Access Agreement

Know all men by these presents, that **The Belmont County Commissioners**, a political subdivision, whose mailing address is 101 West Main Street, Courthouse, St. Clairsville, Ohio 43950, hereby grants to **XTO Energy Inc.**, whose address is 810 Houston St., Fort Worth, Texas 76102, it's successors and assigns, a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line. Said Waterline will be installed from **McMahon Creek and travel to XTO Miller Well Pad**. Entire water line is shown on attached map Exhibit "A". **County Roads to be utilized strictly for this installation will be CR-42 Fulton Hill Rd. from the west intersection with SR-147 traveling east to the intersection of Ross and Glenda Johnson's driveway (approximately 1.3 miles)**. This temporary access agreement shall expire twelve (12) months from the date of execution below.

It is understood and agreed that throughout the term of this agreement, at any time that the Grantee, its successors or assigns, intends to bore beneath any portion of **CR 42 Fulton Hill Road Rd**, in order to install or maintain the water line, Grantee, its successors and assigns, shall notify the Belmont County Engineer's Office at least twenty-four (24) hours in advance. At all times any work is to be performed on the installation and/or maintenance of said water line, the Grantee, its successor and assigns, shall be responsible for proper traffic control measures in accordance with the Ohio Manual of Uniform Traffic Control Devices and shall install and maintain said temporary water line in accordance with the directions and guidelines provided to Grantee by the Belmont County Engineer's Office at all times.

Grantee, its successors and assigns, shall be responsible for repairing any damage to the roadway caused by the installation or maintenance of said water line, or caused by a break in the water line. If Grantee, its successors, and assigns, fails to make the necessary repairs in a timely manner, Grantor shall have the right to repair the road and charge Grantee, its successors and assigns, the actual cost of said repairs. Grantee, its successors and assigns, shall be responsible for any collection of costs incurred by Grantor in collecting for those repairs, including any court costs or attorney's fees.

Grantee shall protect, save, indemnify, and hold Grantor, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including 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 installation and maintenance of a temporary above-ground water line whatsoever.

Grantee shall furnish Grantor with a twenty four (24) hour emergency contact name and number for the authorized local representative of the Grantee. Grantee shall secure any required easements, rights-of-way or other rights necessary to access and operate through and across those properties adjacent to the above described roadway and from the underlying owners of the fee interest in the roadway, along the route of the temporary above-ground water line.

This agreement specifically covers all necessary trucks, trailers and equipment necessary for the provision, installation and operation of above ground temporary water lines in the direct area served by the county roads as named above.

Grantee shall maintain liability insurance covering the installation and operation of the temporary above ground water line and Grantee's use of the easement and right-of-way. Such insurance shall be endorsed to name Grantor as additional insured. Grantee shall provide Grantor with a copy of a certificate of insurance upon request by Grantor. Grantee reserves the right to self-insure and to provide Grantor a certificate of such upon request.

Executed this 25th day of April, 2018.

GRANTOR(s):

Belmont County

By: Mark Thomas /s/

Mark Thomas,
Belmont County Commissioner

By: Josh Meyer /s/

Josh Meyer
Belmont County Commissioner

By: J. P. Dutton /s/

J. P. Dutton
Belmont County Commissioner

By: Terry Lively /s/

GRANTEE:

XTO Energy Inc.

By: Brian Teller /s/

Brian Teller
Operations Manager
Appalachia District

Date: 4/10/18

April 25, 2018

Terry Lively
Belmont County Engineer

Dated: 4-25-18

Approved as to Form:

David K. Liberati /s

David Liberati

Belmont County Assistant Prosecutor

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 GULFPORT ENERGY/ENGINEERS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Gulfport Energy Corporation, effective April 25, 2018, for water transfer activity at 3.1 miles of CR 4 (Glenns Run Road) from the Pease Water Transfer. *Bond # ROG0001248 in the amount of \$1,240,000.00 on file.*

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Gulfport Energy Corporation, whose address is 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Pease Water Transfer including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Pease Water Transfer (hereafter collectively referred to as "water transfer activity") located in Pease Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 3.1 miles of CR 4, Glenns Run Road, for the purpose of ingress to and egress from the Pease Water Transfer for traffic necessary for the purpose of constructing temporary waterlines and pumping water at the Pease Water 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 4, Glenns Run Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR 16, Nixon Run Road which is the end of a current RUMA, west on CR 4 for 2.4 miles to the intersection with OH 647. Then on the west side of OH 647, west on CR 4 for 0.65 miles to a turn-around location. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 4 for any of its Water Transfer Activities hereunder.

2. ~~The portion of CR___, to be utilized by Operator hereunder, is that exclusive portion beginning at _____~~ It is understood and agreed that the Operator shall not utilize any of the remainder of CR___ 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 \$1,240,000 & 00/100 DOLLARS (\$400,000) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- 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.
- 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 April 25, 2018.

Executed in duplicate on the dates set forth below.

Authority

By: Mark Thomas /s/

Mark Thomas, Commissioner

By: Josh Meyer /s/

Josh Meyer, Commissioner

By: J. P. Dutton /s/

J. P. Dutton, Commissioner

By: Terry Lively /s/

Terry Lively, County Engineer

Dated: 4-25-18

Approved as to Form:

David K. Liberati /s/

David Liberati, Assistant County Prosecutor

Upon roll call the vote was as follows:

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

Operator

By: Doug Schrantz /s/

Printed Name: Doug Schrantz

Company Name: Gulfport Energy Corporation

Title: Director of Infrastructure

Dated: 3/28/18

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH STRIKE FORCE EAST, LLC /ENGINEERS

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into **Roadway Use and Maintenance Agreement** with Strike Force East, LLC, effective April 25, 2018, for the use of 1.1 miles of CR 16 (Nixon Run Road) for pipeline or drilling activity for the Ridgetop to Slingshot pipeline.

Note: Blanket Bond #B009860 for \$2 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 Strike Force East, LLC whose address is 2200 Energy Drive, Canonsburg, PA 15317 (Hereafter “Operator”), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [BUEMS001 and BUEMD001 (Ridgetop to Slingshot) pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [BUEMS001 and BUEMD001 (Ridgetop to Slingshot) pipeline] (hereafter collectively referred to as “oil and gas development site”) located in Pease Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 1.1 miles of CR 16 (Nixon Run Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [BUEMS001 and BUEMD001 (Ridgetop to Slingshot) pipeline] for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as “Pipeline or Drilling Activity”); and

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

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

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

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

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

1. The portion of CR 16 (Nixon Run Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR 464 (Treadway Road) and ending at the turnaround location (40.139365, -80.774252). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 16 (Nixon Run Road) for any of its Pipeline or Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or

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

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

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 or 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 Pipeline or 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.

5. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$440,000 & 00/100 DOLLARS (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied. The Operator has obtained a County-Wide Bond (B009860) in the amount of \$2,000,000 (Two Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.

- 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 April 25, 2018.

Executed in duplicate on the dates set forth below.

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

By: Mark Thomas /s/
Commissioner

By: Josh Meyer /s/
Commissioner

By: Terry Lively /s/
County Engineer

Dated: 4-25-18

Approved as to Form:
David K. Liberati /s/ Assist P.A.

County Prosecutor
Upon roll call the vote was as follows:

Operator
By: Ralph D. Deer /s/

Printed Name: Ralph D. Deer

Company Name: Strike Force East, LLC

Title: Authorized Representative

Dated: 4/17/18

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

IN THE MATTER OF APPROVING THE CONSENT FOR RIGHT OF ENTRY FOR THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF MINERAL RESOURCES MANAGEMENT/ST. JOE LANDSLIDE EMERGENCY PROJECT

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the consent for right of entry for the Ohio Department of Natural Resources, Division of Mineral Resources Management, for Parcel # 26-00770.000 (0.454 acres) owned by the county in order to perform reclamation work for the St. Joe Landslide Emergency Project, Project Number BL-Pl-76.

Note: This is for remediation work on a landslide on abandoned mine land along St. Joe-Merritt Road (CR3) and adjacent to a

county water department distribution line.

FEDERAL AML PROGRAM

CONSENT FOR RIGHT OF ENTRY,
(POLITICAL ENTITY - NO LIEN)

STATE: OHIO
COUNTY: Belmont
PROJECT: St. Joe Landslide Emergency
PROJECT NUMBER: BL-PI-76

Belmont County, owner (Owner, herein) of record of the following described property, Parcel ID number 26-00770.000, consisting of 0.454 acres acquired from M5 Management Group on 5/5/92 by instrument recorded in Volume 679, Page 52 & 53, deed records of Belmont County, Ohio do hereby grant to the Division of Mineral Resources Management, Department of Natural Resources, State of Ohio (the Division), The Office of surface Mining Reclamation and Enforcement, United States Department of the Interior ("OSMRE"), and the agents, employees, and contractors retained by the Division or OSMRE, the right, privilege and easement to enter upon the above-described property with all necessary and convenient materials and equipment to perform reclamation work to restore, abate, control or prevent the adverse effects of coal mining practices, and to protect the public health, safety, and general welfare of the citizens of the State of Ohio.

Any reclamation work performed by the Division, OSMRE, and their agents, employees, and contractors retained by the Division of OSMRE is pursuant to Title IV of the Surface Mining Control and Reclamation Act of 1977, 30 U.S.C., 1231, et seq., Section 1513.37 of the Ohio Revised Code, and the Executive Order of the Governor of Ohio.

As used in this agreement:

- a) "RECLAMATION WORK" means the CONSTRUCTION OF TEMPORARY OR PERMANENT STRUCTURES ON THE ABOVE DESCRIBED PROPERTY to restore, abate, control, or prevent the adverse effects of coal mining practices and to protect the public health, safety, and general welfare. Construction of a temporary or permanent structure includes, but is not limited to, all grading, excavation, use of topsoil from borrow areas, mulching, planting of vegetative cover, placement of drainage tile and pipes, development of dams, diversion ditches and any other necessary or expedient work done to comply with the design of the temporary or permanent structures.
- b) "COMPLETION OF RECLAMATION WORK" means the date the Chief of the Division ("Chief") or his authorized representative, issues a final certificate of completion of reclamation for the reclamation work done on the property.
- c) "UNAUTHORIZED USE OF THE PROPERTY BY OWNER" means the failure of the Owner to request and obtain the permission of the Division for any proposed, or actual use of the property by the Owner, his agents, employees, contractors, lessees, invitees, or guests which could or does adversely affect the reclamation work from two years from the date of the completion of the reclamation work.
- d) "PAST MINING PRACTICES" means any surface mining activity conducted before August 3, 1977, or any underground mining activity conducted prior to September 1, 1982.

Owner assumes no liability for injury or damage by or to employees and/or agents providing reclamation services for the Division or the OSMRE. Owner agrees to contact and gain consent from all lessees of surface interests in the property that the reclamation work will affect prior to the start of reclamation.

Owner shall reimburse the Division for the cost of any repair to the reclamation work caused by its unauthorized use of the property if:

- i. The Chief or his authorized representative determines that the unauthorized use damaged or impaired the effectiveness of the reclamation work; and
- ii. The Chief or his authorized representative determines that repairs are necessary to protect the reclamation work.

Owner shall use best land management and conservation practices to minimize soil erosion on the property and to prevent pollution of the waters of the State of Ohio.

In giving consent to this right-of-entry, Owner does not waive any of its legal remedies under the Surface Mining Control and Reclamation Act of 1977, 30 U.S.C., 1232, et seq., or Section 1513.37 of the Ohio Revised Code.

OWNER UNDERSTANDS THAT NEITHER THE DIVISION NOR OSMRE IS OBLIGATED TO PERFORM RECLAMATION WORK ON THE PROPERTY.

The Division shall bear the expense for the design and construction of the reclamation work, if any.

The Division shall perform, at its own expense, any necessary repairs to the reclamation work for two years following the completion of the reclamation, whereupon, at this period's expiration, the Division's responsibility to make repairs or to maintain the reclamation shall cease.

This right-of-entry shall terminate two years after the completion of the reclamation work; provided, however, that this right-of-entry shall expire three years from the date the execution of this agreement if the Division fails to begin the reclamation work within this period.

This right-of-entry shall terminate two years after the completion of the reclamation work; provided, however, that this right-of-entry shall expire three years from the date of the execution of this agreement if the Division fails to begin the reclamation work within this period.

I J. P. Dutton, certify that I am the duly authorized President of the political entity named as owner of record on this right-of-entry and that I have full authority to sign said right-of-entry on behalf of said owner, and that said right-of-entry was duly signed for and in behalf of the owner by authority of its governing body and is within the scope of its powers.

SIGNED, this 25th day of April, 2018

Name: J. P. Dutton
Street _____
Address: 101 West Main Street
City: St. Clairsville
State: Ohio Zip: 43950
Phone: (H) _____ / _____
(W) 740 / 699-2155

Name: _____
Street _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: (H) _____ / _____
W) _____ / _____

Witnessed By: Jayne Long /s/

Witnessed By: _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE MENTAL HEALTH AND RECOVERY BOARD

Motion made by Mr. Dutton, seconded Mr. Meyer to approve the appointment of Debra Yeater to the Mental Health and Recovery Board, effective immediately through June 30, 2019, to fill the unexpired term of Karen Zonker based upon the recommendation of the Mental Health and Recovery Board.

Upon roll call the vote was as follows:

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

THE MATTER OF ADOPTING RESOLUTION GRANTING AUTHORITY TO THE DIRECTOR OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO TRANSFER FUNDS FROM THE PA FUND TO THE CSEA FUND FOR SFY 2018

Motion made by Commissioner Dutton, seconded by Commissioner Meyer to adopt the following:

RESOLUTION

Whereas, the Child Support Enforcement Agency (CSEA) of Belmont County operates an administrative fund for the operation of a child support enforcement program; and

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Whereas, the activities of the child support enforcement program are allowable activities as defined by Ohio Administrative Code 5101:9-6-83; and

Whereas, in order to properly access these fund for this purpose, the funds must be transferred from the Public Assistance (PA) Fund in which they are received from the Ohio Department of Job and Family Services into the CSEA Fund of the Belmont County Department of Job and Family Services.

Now, Therefore Be It Resolved, the Board of Commissioners of Belmont County on this 25th day of April, 2018, do hereby grant to Vince Gianangeli, Director of the Belmont County Department of Job and Family Services, the authority to approve the transfer of \$98,947.00 of Community and Protective Services allocation from the PA Fund to the CSEA Fund. This transfer is made available due to the ability of the Job and Family Services agency to share the allocation with the CSEA.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF
KYLE ANDERSON AS PART-TIME DRIVER/SOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Kyle Anderson as part-time driver at Senior Services of Belmont County, effective April 30, 2018.

Upon roll call the vote was as follows:

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

Mr. Dutton gave an overview of last night's speakers' topics at the Oil and Gas Expo reception. He said one speaker commented on things that occurred over the past year and where things are heading, one spoke about the accident that occurred earlier this year (Powhatan Point well pad explosion) and his experience operating in the county. Another speaker talked about what is going on in the area regarding shale play and where things are headed in terms of the potential build out of petrochemical industry in the area He also said the ethane storage hub is critical for moving forward in the future. Mr. Merry said the event has evolved over the years along with what is going on in the industry. He said the event allows the public to go learn about the industry. Mr. Thomas said as of today only 10% of the gas under us is being taken out and by 2025 the region has the potential for \$36 billion in investment and over 100,000 jobs. Mr. Dutton said the industry has increased efficiency by 40% from 2011 to 2015.

**9:30 Bid Opening- Engineer's Project 18-2 Furnishing & Applying Liquid Asphalt for Dust Control on various County Highways
IN THE MATTER OF BID OPENING FOR THE ENGINEER'S PROJECT 18-2
FURNISHING AND APPLYING LIQUID ASPHALT FOR DUST CONTROL**

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners' Office for the Engineer's Project 18-2 Furnishing and Applying Liquid Asphalt for Dust Control for various County Highways; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Youngblood Paving, Inc. 2516 State Route 18 Wampum, PA 16157	X	\$149,835.50
Lash Paving Company 67925 Bayberry Drive, Suite B St. Clairsville, OH 43950	X	\$162,036.00

(Engineer's Estimate: \$150,001.00)

Present for opening: Terry Lively, County Engineer; Dan Boltz, Assistant Engineer; Tim Mohny, Youngblood Paving, Inc.; Scott Schnegg, Lash Paving Company and Robert DeFrank, Times Leader.

Motion made by Mr. Dutton, seconded by Mr. Meyer to turn over all bids for the Belmont County Engineer's Project 18-2 Furnishing & Applying Liquid Asphalt for Dust Control for various County Highways to County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:53 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:14 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:14 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

Commissioner Thomas stepped out at 10:14 a.m. and returned at 10:24 a.m. Katie Bayness, HR Administrator joined at 10:24 a.m.

10:20 CORSA Retiring President Dave Brooks

Re: Introduction of Incoming CORSA President John Brownlee

Present: John Brownlee, Dave Brooks and Clay Bethel of Bethel Insurance.

Mr. Brooks introduced his successor, as of July 1, 2018, John Brownlee. Mr. Brooks reviewed the renewal invoice with CORSA. He said Belmont County's portion of the loss fund dividends is \$58,776.00. Mr. Brownlee explained the Loss Control Incentive Program. He said the program has been in place for a number of years and that Ms. Bayness (HR Administrator/ Loss Control Coordinator) has done an excellent job and should be commended for the additional monies that were granted to Belmont County. He said she is an active member in CLLCA and he recommended she attend the PRIMA National Conference that will be held in Indianapolis in June. Mr. Brooks noted the Loss Control

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incentive is up over \$10,000 this year due to Ms. Bayness' efforts. He said the total Member Equity credit for the year is \$74,593.00. CORSA is also offering a cash dividend this year, due to net assets growing for CORSA; Belmont County's portion is \$24,500.00. Mr. Brownlee noted the Sheriff's office uses CORSA software and grant money is available for them.

Recess until 8:30 a.m. tomorrow.

Reconvened Thursday, April 26, 2018 at 8:30 a.m. Present: Commissioners Dutton, Meyer and Thomas and Jayne Long, Clerk.

8:30 McKinley & Associates

Re: Health Plan Building project

Present: McKinley & Associates President Ernest Dellatore Architect Christina Schessler, McKinley & Associates Vice-President Monica Sumner (via phone) and Dylan McKenzie, Times Leader.

Mr. Dellatore said after this initial meeting with the Board of Commissioners, McKinley & Associates will be meeting with all departments and the Divisional Court judges. They will copy the Board on all meeting minutes and can send notes prior to the Commission meetings so updates can be given at the meeting. Mr. Dutton said the lower building may be a higher priority in terms of completion. The Commissioners are looking at putting the Board of Elections in the lower building; they are going through the 2018 election cycle which is a busy time for them, but once they complete that work it would be a beneficial time for them to make the move. The Clerk of Courts is another entity they are thinking of putting in the lower building; their lease expires in June and has been extended to the end of the year, said Mr. Dutton. He said the Board of Election needs 10,000 to 12,000 sq. ft. of space. Mr. Thomas said the Title Office needs about 2,000 sq. ft. of space. Mr. Thomas said the purpose for consolidating Board of Elections and the Title Office into the smaller building is solely to alleviate the taxpayers from having to pay rent; the combined amount paid in rent is over \$100,000.00 a year. The savings can go toward paying down debt amortization. Mr. Dutton said it is a great location for both entities with access for the public. Ms. Schessler would like to visit the current offices to see what they have now. Mr. Thomas said Western Court, which is moving into the upper building, is in the most need of moving. The antiquated building that houses Western Court also houses the Prosecutor's office which must fit into the upper building. He said the Eastern/Northern Division Courts in Bellaire were consolidated in 2009-2010. Now they are bringing all three Divisional Courts into one for fiscal reasons and also help with working with the Sheriff. He said the Ohio Supreme Court, at any time, can issue a mandate to the counties saying there will no longer be county courts and that a municipal court will be needed. Many counties already have municipal courts. Mr. Thomas explained the county court judges are part-time versus the municipal courts having full-time judges. Mr. Thomas said the Ohio Supreme Court has guidelines that have to be in place for security, etc. He said the Sheriff will need to have holding cells there for prisoners awaiting court. Ms. Sumner said typically there are two holding cells associated with each courtroom so security officers can separate people if necessary. Those cells can be shared amongst the courtrooms if they are laid out properly. She said that secure portions of the courthouse will be of utmost importance for the safety of citizens in the building, the judges and judge' staff, for law enforcement and the in-custody person. Ms. Sumner said the population and caseload may or may not warrant what the judges are requesting. Mr. Thomas noted the biggest issue for Northern/Eastern Courts is files; need to allow room for growth. Mr. Meyer said it is also a possibility the Public Defender would locate there if it can fit. Mr. Thomas noted the entrance to the Prosecutor's office would have to be separate and distinct from the Public Defender. Mr. Dellatore said McKinley & Associates is meeting with the Judges on May 11 so he will have a better idea of what is wanted and then will meet again with the Board of Commissioners shortly after for an update.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:17 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 9:17 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd day of May, 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