

St. Clairsville, Ohio

October 24, 2018

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Josh Meyer (vacation)

Commissioner Dutton noted Commission Meyer is out of the county.

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. Thomas 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 \$1,082,283.16

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0057-A006-F06.011 Veterinary Services	E-0057-A006-F09.011 Contract Services	\$2,000.00
E-0257-A017-A00.000 Contingencies	E-0051-A001-A15.012 Sheriffs Cruisers	\$25,000.00

B00 DOG AND KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B17.011 Contract Services	E-1600-B000-B04.012 Equipment	\$5,112.04
E-1600-B000-B17.011 Contract Services	E-1600-B000-B07.000 Vet Services	\$2,831.49

H00 PUBLIC ASSISTANCE/BCDJES

FROM	TO	AMOUNT
E-2510-H000-H07.000 Purchase of Services	E-2510-H000-H12.003 PERS	\$30,000.00
E-2510-H000-H07.000 Purchase of Services	E-2510-H000-H17.000 Other Expenses	\$200,000.00

P05 WWS #3 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P45.000 Utilities	E-3702-P005-P18.000 Supplies	\$3,000.00
E-3702-P005-P45.000 Utilities	E-3702-P005-P21.000 Materials	\$50,000.00

P53 SSD #2 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P03.012 Equipment	E-3705-P053-P25.000 Utilities	\$50,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

T10 WATER & SEWER GUARANTEE DEPOSIT AND OTHER VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$3,242.50
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$1,685.44

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 24, 2018:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund/EMA

E-0054-A006-F07.000	Other Expenses	\$11,852.38
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the October 24, 2018 meeting:

A00 GENERAL FUND

E-0054-A006-F11.012	Equipment	\$1,000.00
E-0057-A006-F06.011	Veterinary Services	\$1,534.64
E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$17,976.86

S55 TARGETED COMM ALTERNATIVE TO PRISON/ADULT PROB

E-1545-S055-S01.000	Grant Expenses	\$30,040.75
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S77 COMM BASED CORRECTIONS ACT GRANT/ADULT PROBATION

E-1520-S077-S01.002	Salaries	\$17,386.75
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E-1520-S077-S02.005	Medicare	\$252.00
E-1520-S077-S03.003	PERS	\$2,434.25
E-1520-S077-S04.006	Hospitalization	\$3,184.00
E-1520-S077-S05.004	Workers Comp	\$313.00

W80 PROSECUTORS VICTIM ASSIST PROGRAM

E-1511-W080-P01.002	Salary	\$9,227.78
E-1511-W080-P05.003	PERS	\$600.00
E-1511-W080-P06.004	Workers Comp	\$1,560.00
E-1511-W080-P07.006	Hospitalization	\$9,492.56
E-1511-W080-P08.005	Medicare	\$130.00
E-1511-W080-P15.000	Rent	\$1,216.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Thomas to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,534.64** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Bet Bills 10/18/18.

OIL & GAS RECEIPTS/DONATION TO EMA-\$1,000.00 deposited into R-0050-A000-A02.500 on 10/24/18.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Thomas to execute payment of Then and Now Certification dated _October 24, 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. Thomas	Yes
Mr. Meyer	Absent

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Thomas granting permission for county employees to travel as follows:

ENGINEERS-Terry Lively, Daniel Boltz and Anthony Atkins to Columbus, OH, on December 9-11, 2018, to attend the 2018 CCAO/CEAO Winter Conference. Estimated expenses: \$2,100.00.

SENIORS-Kelly Fetzer to Washington, PA, on November 6, 2018, for a senior outing to Tanger Outlets. Donna Steadman to Moundsville, WV on November 6, 13, & 20, 2018, for a senior outing to the Four Seasons Pool. Tish Kinney to Sugarcreek, OH and Walnut Creek, OH, on November 8, 2018, for a senior outing. Mike McBride to New Philadelphia, OH, on November 13, 2018, to attend an Ohio Department of Transportation mandatory workshop on grant writing. Two staff members (to be scheduled) to Marietta, OH, on November 13, 2018, for the purpose of having recall service done to two wheelchair vehicles. Mary Beth Tennant to New Martinsville, WV on November 15, 2018, for a senior outing to the Court Restaurant. Daisy Braun to Wheeling, WV on November 20, 2018, for a senior outing to WTRF-TV7 & Vagabond Restaurant. Donna Steadman to Sugarcreek, OH, on November 27, 2018, for a senior outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Thomas to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 17, 2018.

Upon roll call the vote was as follows:

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

Commissioner Dutton made the following announcement:

The Board will hold a Town Hall meeting on Monday, October 29, 2018, at 6:00 p.m. at the Powhatan Point City Building (Council Chambers), 104 Mellott Street, Powhatan Point, OH 43942, Public input is welcome and citizens are encouraged to attend.

IN THE MATTER OF RESOLUTION TO RENEW WITH THE HEALTH PLAN AS THE HEALTH AND PRESCRIPTION CARRIER FOR BELMONT COUNTY EMPLOYEES

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

Be it resolved, that the Belmont County Commission has decided to renew with The Health Plan as the health and prescription insurance carrier for Belmont County Employees effective January 1, 2019 at the below rates:

	PPO 80/25/250	PPO 80/20/1500
Employee Only	\$652.94	\$572.24
Family	\$1,720.26	\$1,508.59

This change in rates is to remain in effect through December 31, 2019.

Upon roll call the vote was as follows:

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

Adopted this 24th day of October, 2018

J. P. Dutton, President J. P. Dutton /s/

Josh Meyer, Vice-President Absent

Mark A. Thomas Mark A. Thomas /s/

IN THE MATTER OF RESOLUTION TO ENGAGE VESTED HEALTH FOR FLEXIBLE SPENDING ACCOUNT ADMINISTRATION SERVICES

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

Be it resolved, that the Belmont County Commission has decided to engage Vested Health for Flexible Spending Account administration services effective January 1, 2019.

Upon roll call the vote was as follows:

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

Adopted this 24th day of October, 2018

J. P. Dutton, President J. P. Dutton /s/

Josh Meyer, Vice-President Absent

Mark A. Thomas Mark A. Thomas /s/

IN THE MATTER OF APPROVING THE HIRING OF FRANCES ANDREWS AS FULL-TIME LPN/JAIL

Motion made by Mr. Dutton, seconded by Mr. Thomas to approve the hiring of Frances Andrews as full-time LPN for Belmont County Jail, effective October 29, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A TEMPORARY LICENSE AGREEMENT WITH DAVID J. BLAKE AND TAMARA K. BLAKE

Motion made by Mr. Dutton, seconded by Mr. Thomas to enter into a temporary license agreement with David J. Blake and Tamara K. Blake authorizing the relocation of Blake's current fence line adjacent to the fence surrounding a 9-1-1 tower on Parcel No. 05-00459.004 to permit Blake to utilize a portion of the County's property for grazing.

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement entered into by and between the Board of County Commissioners, Belmont County, Ohio, ("Belmont") and David J. Blake and Tamara K. Blake, husband and wife ("Blake"), this 24th day of October, 2018.

WITNESSETH

WHEREAS, County is the owner of a parcel of real estate consisting of 3.00 acres being designated as Parcel No. 05-00459.004, which is utilized by the County as a site for a 9-1-1 cell tower; and

WHEREAS, Blake owns a parcel of 57.45 acres being Parcel No. 05-00459.001 that abuts the 3.00 acre parcel owned by County as described above; and

WHEREAS, Blake utilizes his 57.45 acre parcel to graze cattle and Blake would like to utilize a portion of the 3.00 acre parcel owned by County for the same purpose; and

WHEREAS, Blake is willing to pay for the cost of moving a fence, maintain the County property at no cost to County, and insure the property as required by this Agreement, and County is agreeable to permit the temporary use of this property as anticipated.

NOW THEREFORE, Belmont and Blake agree as follows:

(1) Blake shall remove the current fence on his property and relocate the fence line adjacent to the fence that currently exists around the cell tower to permit Blake to utilize a portion of the County's property as and for grazing, which use of the premises shall be deemed a temporary license granted by Belmont to Blake.

(2) The cost of moving and reconstructing the fence shall be born 100% by Blake.

(3) Blake shall maintain and mow Belmont's property 4-5 times per year.

(4) Blake shall indemnify and hold County harmless with respect to any and all claims for damages as a result of Blake's activities on the premises. In addition, Blake shall provide proof of liability insurance for Blake's activities on Belmont's premises in the amount of \$1,000,000.00 with Belmont being named as an additional insured on said policy.

(5) Blake shall provide a gate of reasonable width in the fence line through which authorized persons from Belmont are able to access the 9-1-1 cell tower, and Blake shall provide necessary keys or codes for said gate access, which gate access must be available 24 hours per day, 365 days per year.

(6) Either party may cancel this Temporary License Agreement upon 90 days' notice in writing to the other, and upon cancellation, Blake shall be required to remove the relocated fence and construct a new fence on the Blake/Belmont property line at Blake's sole cost and expense.

**Board of County Commissioners
Belmont County, Ohio**

By: J. P. Dutton /s/

J. P. Dutton, President

Josh Meyer /s/

Josh Meyer, Vice-President

Mark A. Thomas /s/

Mark A. Thomas

APPROVED AS TO FORM:

David K. Liberati /s/

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH COMMUNITY ACTION COMMISSION FOR THE PROVISION OF HEATING AND WEATHERIZATION SERVICES/BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Thomas to enter into contract with the Community Action Commission of Belmont County for the provision of Heating and Weatherization services for the Community Housing Improvement Program (CHIP), effective until December 31, 2020, based upon the recommendation of Rick Healy, Belomar Regional Council.

CONTRACT FOR HEATING AND WEATHERIZATION SERVICES

THIS AGREEMENT, made this 24th day of October, 2018, by and between the Belmont County Commissioners, hereinafter called "County", and Community Action Commission of Belmont County, with its principal office at 153 ½ West Main Street, St. Clairsville, Ohio, hereinafter called "CAC".

WHEREAS, the County has been awarded a HUD CDBG, HOME, and OHTF funded Community Housing Impact & 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 the County of Belmont, Ohio.

WHEREAS, the County does desire to retain professional Heating and Weatherization services for said PROJECTS; and,

WHEREAS, CAC does desire to provide Heating and Weatherization services for said PROJECT;

NOW, THEREFORE, WITNESSETH, that the County and CAC do hereby agree as follows:

I.

Purpose

The County hereby engages and retains CAC to perform Heating and Weatherization services as listed in the Scope of Services below on the HUD CDBG/HOME/OHTF funded Community Housing Impact and Preservation Program Grant awarded to the County for said PROJECTS.

II.

Scope of Services

CAC agrees to perform the following Heating and Weatherization services and duties:

1. To expeditiously assure that the company, and all staff to be engaged in this project, are properly qualified, and have proper state certification and or licensing, and provide proof of both liability insurance and Worker's Compensation coverage.
2. To have access to, and have the knowledge of proper operation of, a combustion testing unit, and a blower door machine.
3. To attend all necessary Pre-Bid Meetings, Pre-Construction Conferences, and Interim and Final Inspections.
4. To provide final (and initial if requested) combustion results and final blower door numbers, as required by specific projects.
5. To work with the CHIP Program's Rehabilitation Specialist pertaining to work and specifications where heating and/or weatherization work exists.
6. To be available by telephone to answer any questions from homeowners and/or CHIP Program Administrator concerning heating and weatherization specifications or work in progress.
7. To supply a One Year Warranty covering all workmanship and material at the Final Inspection, and to supply other warranty papers (furnace, water heater, etc.) at the final inspection.

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 two (2) years after the completion of said PROJECT.

**IV.
Compensation**

The County agrees to compensate CAC for the tasks completed on each unit, and at the rates listed in Attachment A to this Contract titled "Schedule A". CAC will invoice the County upon completion of each Project.

**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, CAC 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 CAC 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, work, and reports prepared by CAC under this Contract shall, at the option of the County, become its property and CAC 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 CAC. If the Contract is terminated by the County as provided herein, CAC will be paid for expenses incurred up to the termination date. If this Contract is terminated due to the fault of CAC Section VI hereof relative to termination shall apply.

**VIII.
Records and Audits**

The CHIP Program Administrator 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.
Modification**

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.

ATTEST:

THE BELMONT COUNTY COMMISSIONERS

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

BY J. P. Dutton /s/
J. P. Dutton, President

BY Absent
Josh Meyer

BY Mark A. Thomas /s/
Mark A. Thomas

COMMUNITY ACTION COMMISSION OF
BELMONT COUNTY

ATTEST:

BY Alaire Mancz /s/
Alaire Mancz, Executive Director

Bonnie Zuzak /s/

APPROVED AS TO FORM ONLY David K. Liberati /s/
Assist. P.A.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Thomas to enter into a **Roadway Use and Maintenance Agreement** with Strike Force East, LLC, effective October 24, 2018, for the use of 2.94 miles of CR 4 (Colerain Pike) for pipeline or drilling activity for the Sunset to Catapult pipeline.

Note: Blanket Bond #B019063032 for \$3 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 [Sunset to Catapult pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Sunset to Catapult 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 2.94 miles of CR 4 (Colerain Pike) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [Sunset to Catapult 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 4 (Colerain Pike) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with US 250 and ending at the Pipeline Crossing. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 4 (Colerain Pike) 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 \$1,176,000 & 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 (B019063032) in the amount of \$3,000,000 (Three 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 October 24, 2018.

Executed in duplicate on the dates set forth below.

Authority

By: J. P. Dutton /s/
Commissioner

By: Mark A. Thomas /s/
Commissioner

By: _____
Commissioner

By: Terry Lively /s/
County Engineer

Dated: 10-24-18

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: 8/15/2018

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

**IN THE MATTER OF THE VACATION OF
POINT ALLEY IN HIGHLAND ADDITION
WARREN TWP. SEC. 21, T-8, R-6/RD IMP 1170**

Motion made by Mr. Dutton, seconded by Mr. Thomas to accept the following Public Road Petition for the vacation of Point Alley located in Warren Township, Sec. 21, T-8, R-6 in Highland Addition and recorded in Cabinet B Slide 121 in the Belmont County Recorder's office and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1170 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04
WITH PETITION
Belmont County, Ohio**

**October 9, 2018
IMP- 1170**

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

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of Point Alley located in Warren Twp. Sec 21., T-8, R-6 in Highland Addition Cabinet B Slide 121 in the Records Office

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

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

Beginning at the intersection of County Rd 114 Fairview Rd & Point Alley going 160 feet in a south western direction to the southwest corner of LOT 109 in the width of 22.5 feet.

PUBLIC ROAD PETITION

NAME (SIGN & PRINT)
James Piper /s/

TAX MAILING ADDRESS (PLEASE PRINT)
69972 MAIN ST.

James Piper	ST. CLAIRSVILLE, OH 43950
<i>Gloria J. Paxton /s/</i>	69683 E. FIRST ST.
GLORIA J. PAXTON	St Clairsville Ohio 43950
<i>Margaret J. Hughes /s/</i>	69739 MAIN STREET
Margaret J. Hughes /s/	ST. CLAIRSVILLE, OH 43950
<i>Richard B. Hughes /s/</i>	69739 MAIN ST.
Richard B. Hughes	ST. CLAIRSVILLE, OHIO 43950
<i>David Stack /s/</i>	70571 MAYNARD RD.
DAVID STACK	ST. CLAIRSVILLE, OHIO 43950
<i>Kimberly J. Gossett /s/</i>	45481 Caldwell Lane
Kimberly J. Gossett	Bannock, Ohio 43972
<i>John Gossett /s/</i>	45481 Caldwell Lane
John Gossett	Bannock, OH 43972
<i>Marlena Thomas /s/</i>	330 Young Lane
Marlena Thomas	St. Clairsville, Ohio 43950
<i>Rodney Thomas /s/</i>	330 Young Lane
Rodney Thomas	ST. Clairsville, Ohio 43950
<i>Emilie L. Nagy /s/</i>	69561 CENTER ST.
EMILIE L. NAGY	ST. CLAIRSVILLE, OHIO 43950
<i>Gordon A Nagy /s/</i>	69561 CENTER ST
GORDON A. NAGY	ST. CLAIRSVILLE, OHIO 43950
<i>John Gossett /s/</i>	69899 MAIN
JOHN GOSSETT	ST, CLAIRSVILLE, OH

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION
OF POINT ALLEY IN HIGHLAND ADDITION
WARREN TWP. SEC. 21, T-8, R-6/RD IMP 1170**

Office of County Commissioners

Belmont County, Ohio

Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice

Thereof on Public Road Petition

Rev. Code, Sec. 5553.05

RD. IMP. 1170

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 24th day of October, 2018 at the office of the Commissioners with the following members present:

Mr. Dutton

Mr. Thomas

Mr. Dutton moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate unnamed alley, Warren Township, Section 21, T-8, R-6 in Highland Addition recorded in Cabinet B Slide 121 in the Recorders Office.

RESOLVED, That the 7th day of November, 2018 at 11:30 o'clock A.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 14th day of November, 2018, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

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

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

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

Adopted October 24, 2018

Jayne Long /s/

Clerk, Belmont County, Ohio

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

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

ROAD IMP. # 1170

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of an Point Alley located in Warren Twp. Sec. 21, T-8, R-6 in Highland Addition and recorded in Cabinet B Slide 121 in the Recorders Office, a public road, the general route and termini of which Road are as follows:

Beginning at the intersection of County Rd 114 Fairview Rd & Point Alley going 160 feet in a south western direction to the southwest corner of LOT 109 in the width of 22.5 feet.

Said Board of County Commissioners has fixed the 7th day of November, 2018, at 11:30 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 14th day of November, 2018, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,
Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays – October 30, 2018 and November 6, 2018

**IN THE MATTER OF APPROVING THE TRADE-IN OF A 2006
DODGE CARAVAN TO THOMAS DODGE AND JEEP AND PURCHASE**

October 24, 2018

OF A 2019 DODGE CARAVAN/VETERANS SERVICE COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Thomas to authorize the Belmont County Veterans Service Commission to trade-in a 2006 Dodge Caravan to Thomas Dodge and Jeep for the trade-in amount of \$1,000.00 and purchase a 2019 Dodge Caravan in the amount of \$24,961.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM EQT CORPORATION/EMA

Motion made by Mr. Dutton, seconded by Mr. Thomas to acknowledge receipt of a \$1,000.00 donation from EQT Corporation to the Belmont County Emergency Management Agency for the purchase of well pad safety gear.

Upon roll call the vote was as follows:

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

IN THE MATTER FO APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR SARAH D. HOOPER/BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Thomas to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Sarah D. Hooper for a mortgage deed dated June 23, 2008, as recorded in Volume 0164 pages 342-344 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 June 23, 2008, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0164 at pages 342-344, and executed by Sarah D. Hooper to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

Oct. 3, 2018

Date

By: Belmont County Commissioners:

J. P. Dutton /s/

J. P. Dutton, President

Josh Meyer

Mark A. Thomas /s/

Mark A. Thomas

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE AUTHORIZATION/ANNUAL RENEWAL FROM JOHNSON CONTROLS FIRE PROTECTION, LP/JAIL

Motion made by Mr. Dutton, seconded by Mr. Thomas to approve and sign the Purchase Authorization/annual renewal from Johnson Controls Fire Protection, LP, in the amount of \$7,778.00 for the Fire Alarm Test & Inspection at the Belmont County Jail for the period of February 1, 2019 to January 31, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE AUTHORIZATION/ANNUAL RENEWAL FROM JOHNSON CONTROLS FIRE PROTECTION, LP/OAKVIEW

Motion made by Mr. Dutton, seconded by Mr. Thomas to approve and sign the Purchase Authorization/annual renewal from Johnson Controls Fire Protection, LP in the amount of \$847.60 for the Fire Alarm Test & Inspection and Wet Sprinkler Test & Inspection for the Oakview Administration Building for the period of January 1, 2019 to December 31, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM BRYAN ELECTIC, INC/ANNEX III

Motion made by Mr. Dutton, seconded by Mr. Thomas to approve the quote from Bryan Electric Inc., in the amount of \$2,918.59 to install a 150 amp single phase panel in the mechanical room and a surface mount conduit to existing 400 amp service and supply two (2) 2 pole 30 amp breakers and 10 single pole breakers in new panel at Annex III.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Jim Morrison, representing residents of Otto Road who are looking for answers about waterline extension to their area, read a letter he received from Representative Jack Cera regarding his willingness to offer assistance and provide support. The Board of Commissioners received the letter earlier in the year. Mr. Morrison said they are concerned about safety issues with XTO and EQT having gas wells in their area. He would appreciate it if the Board of Commissioners would contact the companies and arrange a meeting to help them out. Mr. Dutton said they did receive the letter from Representative Cera and have discussed the project with him. He said Belomar and OMEGA have had discussions regarding the CDBG option. Mr. Thomas said he will contact XTO and EQT today and they will decide what, if anything, they want to do. He said there are a lot of wells in Belmont County near roads that don't have water. The companies may not want to set a precedent. Mr. Thomas will call Mr. Morrison after he contacts XTO and EQT.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:34 A.M.

Motion made by Mr. Dutton, seconded by Mr. Thomas to enter executive session with Vince Gianangeli, DJFS Executive Director and Lori O'Grady, DJFS HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

October 24, 2018

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 9:49 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Thomas to exit executive session at 9:49 a.m.
Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN AT THIS TIME

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:30 A.M.

Motion made by Mr. Dutton, seconded by Mr. Thomas to adjourn the meeting at 10:30 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 31st day of October, 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