

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 \$399,464.30

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:

A00 GENERAL FUND/911

FROM	TO	AMOUNT
E-0056-A006-E01.002 Salaries	E-0056-A006-E12.007 Unemployment	\$3,000.00

S77 COMM. BASED CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$981.63

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

P05 WWS #3 REVENUE FUND AND THE 011 MT. VICTORY BOND RETIREMENT/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.574 Transfers In	\$3,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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 February 21, 2018 meeting:

A00 GENERAL FUND

E-0051-A001-A13.000	Postage	\$647.88
E-0256-A014-A01.000	CORSA Costs	\$146,730.64

T11 BEL.CO COMMISSIONERS CDBG

E-9702-T011-T01.000	Grants	\$25,969.15
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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 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/VETARANS-REIMBURSEMENT OF POSTAGE-\$647.88** deposited into R-0050-A000-A45.500 Refunds & Reimbursements 02/08/18

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 February 21, 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-Jonell Tolzda and Aaron Walker to Pickerington, OH, on March 12-14, 2018, to attend the OYAS training.**

DJSF-Christine Parker to Columbus, OH, on March 5-6, 2018, to attend the Differential Response Leadership Council meeting. A county car will be used for travel. Estimated expenses: \$188.90. Jennifer Fietz, Judy Beckett and Laurie Mayeres to Columbus, OH, on March 18-19, 2018, to attend the CORTC: Opiates: The Current Situation meeting. A county car will be used for travel. Estimated expenses: \$535.00.
SENIORS-Daisy Braun to Steubenville, OH, on March 2, 2018, for a senior outing to the Carriage House. Sue Hines to Wheeling, WV, on March 9, 2018, for a senior outing to the Fish Market. Daisy Braun to Rayland, OH, on March 14, 2018, for a senior outing to the Fairway 4 Restaurant. Senior Centers to Wheeling, WV, on March 20, 2018, for an outing to Wheeling Downs. Kay Driscoll to Moundsville, WV, on March 21, 2018, for a senior outing to Ponderosa Restaurant. County vehicles will be used for travel.
SSD-Jeff Azallion to Zanesville, OH, on February 20, 2018, to pick up a hydraulic cylinder that was in for repairs. A county vehicle 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 February 14, 2018.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement:

The Mental Health and Recovery Board is seeking applications to fill one position on that Board. Interested parties should contact Jayn Devny at the Mental Health and Recovery Board's office to request an application at 740-695-9998.

IN THE MATTER OF ADOPTING THE VOLUNTEERS POLICY FOR THE ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the Volunteers Policy for the Belmont County Animal Shelter.

ANIMAL SHELTER VOLUNTEERS POLICY

Volunteers are freely offering to work with the county to provide care for animals at the Belmont County Animal Shelter. Volunteers are unpaid and do not receive any type of benefit or other compensation from Belmont County.

Hours

- A. Work days must be scheduled with the Kennel Manager or other staff member when the Kennel Manager is unavailable.
- B. All volunteers must log in and out using the Volunteer Log Sheet each time they volunteer. This must be done if time is spent at the shelter or away for an outing or at an event.
- C. Volunteers must check in with BCAS staff when they arrive and check out when finished for the day.

Emergencies

- A. Any injuries sustained by volunteers, visitors, or animals must be reported to a Belmont County Animal Shelter staff employee immediately.
- B. An incident/accident report must be completed for any injury or incident involving volunteers, visitors, or animals.
- C. If a bite occurs, a bite report will need to be completed.
- D. If a dog gets loose or there is a dog fight, the volunteer must immediately get a BCAS staff employee to handle the situation.

Dress Code

- A. Volunteer should wear long pants and sturdy non-skid, closed toed shoes. Wear comfortable clothing that you don't mind getting soiled, stained or wet.
- B. All volunteers must wear a badge issued by the BCAS staff member that checks them in. The badge designates them as volunteers while working in the shelter.

Drug and Alcohol Policy

- A. Volunteers must not be under the influence of drugs or alcohol while volunteering.
- B. Tobacco use is not permitted on County Property.
- C. Must follow the Belmont County Personnel Policy manual.

Restricted Areas

- A. No volunteers are allowed in the following areas unless accompanied by a BCAS employee:
 1. Office areas, including: front desk or back desk areas, Dog Warden office.
 2. Isolation rooms for both dogs and cats.
 3. Areas where animals are in quarantine.

Customer Service

- A. Volunteers must be polite, courteous, and helpful when dealing with staff and the public.
- B. All questions are to be referred to a BCAS staff employee regarding policies and procedures. It is extremely important that the public is not misinformed.

Adoption Events

- A. Volunteers can transport cats or dogs in a kennel or cage in their vehicle.
- B. Animals must be approved by a BCAS employee to attend an outing.
- C. Volunteers will be given the cage card to take with them that has information such as "good with cats, children, other dogs" or any other information that is known.
- D. Volunteers are to check all collars, chockers, or harnesses before leaving. Ask a BCAS staff employee to change any frayed, worn or loose collars, chockers, or harnesses.
- E. Cats must be placed in a carrier or cage for transport.
- F. While at an event the cats must be kept in its cage.

Dog Warden or Humane Complaints

- A. Volunteers are to direct all people to contact the BCAS directly with any complaints.

Working with Animals

- A. Volunteers are not authorized to work with strays unless directed by BCAS staff.
- B. Volunteers may talk to customers and show them around to see the animals.
- C. Questions from the customer and getting animals in and out of kennels are to be handled by a BCAS employee. A volunteer is to assist in getting an employee and letting them know there is someone there interested in an animal.
- D. Advise a BCAS staff member immediately of any issues encountered regarding dog health or disposition and equipment or facility problems.

Termination Policy

- A. Belmont County Animal Shelter reserves the right to terminate a volunteer's service at any time with or without notice.

Original Adoption Date: February 21, 2018

Revision Date: _____

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING GARY ZAVATSKY,
FULL-TIME DISTRIBUTION MANAGER/SSD**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Gary Zavatsky, full-time Distribution Manager for the Belmont County Sanitary Sewer District, effective February 26, 2018, at the rate of \$31.00 per hour in accordance with the pay scale for Distribution Manager.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE RELEASE FOR PROPERTY DAMAGE
FROM OPTIMUM WATER SOLUTIONS/NORTHEAST COURT BUILDING**

Motion made by Mr. Dutton, signed by Mr. Meyer to sign the Release for Property Damage from Optimum Water Solutions, Claim # 300-0332027-2017 in the amount of \$16,053.71, for the damages that occurred on or about the 15th day of November 2017 at the Northeast Court Building, 400 Imperial Plaza, Bellaire, Ohio.

RELEASE FOR PROPERTY DAMAGE – OHIO

Claim # 300-0332027-2017

In consideration of the sum of Sixteen Thousand Fifty Three and 71/100 dollars (\$16,053.71), receipt whereof is hereby acknowledged, I do hereby release and forever discharge Optimum Water Solutions and its employees, affiliates and sister/parent companies and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns from any and all claims and causes of action for property damage, loss or use, depreciation and diminished value sustained or that I may sustain as a result of an accident that occurred on or about the 15th day of November year 2017 at or near The Northeast Court Building at 400 Imperial Plaza in Bellaire, Ohio

It is expressly agreed this release does not include any claim for bodily injury resulting from the aforesaid accident by the undersigned.

I understand the parties hereby released admit no liability for said accident and that said payment is made to terminate further controversy relative thereto.

Payment will be made within 10 days of the date the fully executed release and/or settlement agreement is received by Auto-Owners Insurance Company and no post-settlement interest shall accrue prior to said payment.

Signed and sealed this 21st day of February year 2018.

Witnessed

(CAUTION, READ BEFORE SIGNING)

Jayne Long /s/

X Mark A. Thomas /s/ (Seal)

Jayne Long /s/

X J. P. Dutton /s/ (Seal)

Jayne Long /s/

X Josh Meyer /s/ (Seal)

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 ASCENT RESOURCES-UTICA, LLC/ENGINEERS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Ascent Resources–Utica, LLC, effective February 21, 2018, for drilling activity at 2.94 miles of CR 5 (Crescent Road) and 1.45 miles of CR 10 (Barton Crescent Road) at the Lorraine Well Site.

Note: Bond Number SU14159 for \$1,756,000.00 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 BELMONT COUNTY, a political subdivision, whose mailing address is 101 W. Main Street, Courthouse, St. Clairsville, OH 43950 (hereafter “Authority”), and Ascent Resources-Utica, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Colerain 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 Lorraine Well Site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Lorraine Well Site (hereafter collectively referred to as “oil and gas development site”) located in Colerain Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 2.94 miles of CR 5 (Crescent Road) for the purpose of ingress to and egress from the Lorraine Well Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Lorraine Well Site (hereinafter referred to collectively as “Drilling Activity”); and

WHEREAS, Operator intends to commence use of 1.45 miles of CR 10 (Barton Crescent Road) for the purpose of ingress to and egress from the Lorraine Well Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Lorraine Well Site (hereinafter referred to collectively as “Drilling Activity”); and

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

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

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

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

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

1. The portion of CR 5 (Crescent Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at US 250 (Colerain Road) and ending at CR 10 (Barton Crescent Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 for any of its Drilling Activities hereunder.

The portion of CR 10 (Barton-Blaine Road), to be utilized by Operator hereunder, is that exclusive portion beginning at CR 5 (Crescent Road) and ending at the Lorraine well site. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 10 for any of its 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 Township Trustees, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

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

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 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.

5. Unless accepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$1,756,000 & 00/100 DOLLARS (\$400,000.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the 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

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

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 February 21, 2018.

Executed in duplicate on the dates set forth below.

Authority

By: Mark A. Thomas /s/

Commissioner

By: J. P. Dutton /s/

Commissioner

By: Josh Meyer /s/

Commissioner

By: Terry Lively /s/

Engineer

Dated: 2-21-18

Approved as to Form:

David K. Liberati /s/

County Prosecutor

Upon roll call the vote was as follows:

Operator

By: Jeff Beck /s/

Printed Name: Jeff Beck

Company Name: Ascent Resources-Utica

Title: Field Superintendent-Road Infrastructure Management

Dated: 2/16/18

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

IN THE MATTER OF APPROVING THE RELEASE OF ROAD USE MAINTENANCE AGREEMENTS (RUMAS) FROM STRIKE FORCE EAST, LLC/ENGINEERS

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the request from Strike Force East, LLC for the release of the following Road Use Maintenance Agreements (RUMAS), based upon the recommendation of County Engineer Terry Lively:

- 1.6 miles of Belmont CR 56 (Mt. Victory Road) dated April 12, 2016
- 0.2 miles of CR 56 (Mt. Victory Road) dated December 20, 2017

February 21, 2018

Note: Strike Force East no longer needs to use these portions of the roads and has repaired them to the County Engineer's satisfaction.

Strike Force East, LLC
2200 Energy Drive
Canonsburg, PA 15317
Office: 724-271-7200
Brian Wiese
Midstream Roadway Supervisor
Cell: 412-600-5202
Email: BWiese@EQT.com

February 28, 2018
Belmont County Engineer
101 W. Main Street, Courthouse
St. Clairsville, OH 43950
Subject: Belmont County RUMA Release Request

Dear Belmont County Commissioners,
Strike Force East, LLC (SFE) is requesting to be released from a portion of a road in the Belmont County RUMA for the Marauder II pipeline executed on April 12, 2016. This agreement is between Belmont County and SFE, and the request is to drop Belmont CR 56 Mt. Victory Road from TR 1558 Brian Street to TR 132 Little Captina Road for 1.6 miles. Belmont CR 56 Mt. Victory Road from TR 132 Little Captina Road to TR 130 Schroder Road is still active under this RUMA.

Construction for the Marauder II Pipeline has been complete in this area; therefore, SFE has not and will no longer be utilizing this portion of the road for heavy equipment hauling. Please accept this letter from SFE requesting the release of the aforementioned road segment. If you have any questions regarding the requested release, please contact Brian Wiese who can be reached at 412-600-5202 and via BWiese@EQT.com.

Sincerely,
Joshua Snedden
Midstream Permitting Specialist

ROADWAY USE AND MAINTENANCE AGREEMENT ADDENDUM

All restoration associated with the Operator's use of the following road segment has been completed:

- 1.6 miles of Belmont CR 56 Mt Victory Road from TR 132 to TR 1558

Upon this completion, the Operator ceased usage of the aforementioned road segment. Therefore, the obligations set forth in the attached RUMA, executed on April 12, 2016, are of no further force or effect for this portion of roadway upon execution of this addendum.

This addendum is effective as of February 21, 2018.

Authority: Belmont County
By: Mark A. Thomas /s/
By: J. P. Dutton /s/
By: Josh Meyer /s/
Attest: Jayne Long /s/
Date: 2-21-18

Operator: Strike Force East, LLC
By: Ralph D. Deer /s/
Obligator
Ralph D. Deer
Title: Authorized Representative
Date: 2/12/18

Strike Force East, LLC
2200 Energy Drive
Canonsburg, PA 15317
Office: 724-271-7200
Brian Wiese
Midstream Roadway Supervisor
Cell: 412-600-5202
Email: BWiese@EQT.com

February 28, 2018
Belmont County Engineer
101 W. Main Street, Courthouse
St. Clairsville, OH 43950
Subject: Belmont County RUMA Release Request

Dear Belmont County Commissioners,
Strike Force East, LLC (SFE) is requesting to be released from a road in the Belmont County RUMA for the Hendershot Well Spur pipeline executed on December 20, 2017. This agreement is between Belmont County and SFE, and the termination request is for Belmont CR 56 Mt. Victory Road from TR 1558 Brian Street to the pipeline access point for 0.2 miles.

Construction for the Hendershot Well Spur Pipeline has been put on hold for the foreseeable future; therefore, SFE has not and will not be utilizing this road for heavy equipment hauling. Please accept this letter from SFE requesting the release of the aforementioned road and RUMA.

If you have any questions regarding the requested release, please contact Brian Wiese who can be reached at 412-600-5202 and via BWiese@EQT.com.

Sincerely,
Joshua Snedden
Midstream Permitting Specialist

ROADWAY USE AND MAINTENANCE AGREEMENT TERMINATION

The Operator did not use of the following road for heavy equipment hauling:

- 0.2 miles of CR 56 (Mt. Victory Road)

The Operator did not use the aforementioned road and will not be using it at this time. Therefore, the obligations set forth in the attached RUMA, executed on December 20, 2017, are of no further force or effect for this roadway upon execution of this termination.

This termination is effective as of February 21, 2018.

Authority: Belmont County
By: Mark A. Thomas /s/
By: J. P. Dutton /s/
By: Josh Meyer /s/
Attest: Jayne Long /s/
Date: 2-21-18

Operator: Strike Force East, LLC
By: Ralph D. Deer /s/
Obligator
Ralph D. Deer
Title: Authorized Representative
Date: 2/12/18

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes

Mr. Thomas Yes

**IN THE MATTER OF ACCEPTING PROPOSAL FROM
H. E. NEUMANN COMPANY/AUDITOR'S OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept proposal number PPA26839 from H. E. Neumann Company in the amount of \$6,914.00 for all labor and materials necessary to replace the water source heat pump serving the 1st floor Auditor's office.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING
BELMONT COUNTY AUDITOR TO ESTABLISH
A SPECIAL REVENUE FUND FOR BELMONT
COUNTY ANIMAL SHELTER-OHIO PET GRANT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to authorize the Belmont County Auditor to establish a Special Revenue Fund for the Belmont County Animal Shelter-Ohio Pet Grant.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord asked about how concerned residents should be about the recent Oil and Gas explosion and future occurrences. Mr. Dutton said in his opinion he doesn't think they need to be any more concerned than prior to the incident. He said, unfortunately, things like this can occur and the industry takes every step possible to make sure they do not occur. The safety trainings that have gone on with local fire and EMS services, through the industry, have been very effective. He said it has been a team effort between the company, Ohio Department of Natural Resources, Ohio EPA, Federal EPA, and all local officials.

Richard Hord inquired how serious the flooding situation is in the county from last week. Mr. Dutton said EMA sent out notices to access damages and they are on high alert regarding the upcoming rain.

Father Michael Ziebarth questioned if the Commissioners were involved at all regarding the recent Powhatan Point area well pad explosion and asked if any departments report directly to the Commissioners. Commissioners said they are getting daily updates from their EMA Director, XTO Energy and the Ohio EMA and will receive reports on the aftermath. Father Ziebarth asked if the company is responsible to county or are they more responsible to the state. Mr. Dutton said they are more responsible to the state, but they are responsible to all parties and they are working on it as a team approach. Father Ziebarth said he never saw a map published regarding the incident and the evacuation area. Mr. Thomas explained the well pad process is all under the state's jurisdiction. The Fire Chief of Powhatan Point Fire Department, by law, is in charge of the entire incident command center area. The company is to report to the ODNR and to the EPA. The US EPA is also on site. He said that group of people made the determination what the evacuation area needed to be and went door to door and personally notified those that needed notified. He noted it was not a mandatory evacuation, it was a suggested evacuation. He said the company has done an extremely fantastic job in insuring those individuals are housed properly, fed, etc. XTO is doing whatever they can to help the first responders and have told the county to keep track of time and expenses for reimbursement, he said. Mr. Thomas said the EPA and ODNR came in very early doing air monitoring and there were no issues as far as health concerns relative to the gas. EPA was taking water samples and found no issues. Father Ziebarth questioned if proper measurements can be taken to keep contamination away from water sources and said it will be interesting to see if adequate measures were taken to keep the incident out of the creeks. Mr. Thomas said they do not have jurisdiction over the site and the state regulates the entire well pad drilling system.

BREAK

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the 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 10:17 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:17 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

February 21, 2018

February 21, 2018

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

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

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

Read, approved and signed this 28th day of February, 2018.

Mark A. Thomas /s/ _____

J. P. Dutton /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