

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 \$1,065,990.29**

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**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A24.000 Infrastructure	\$397,483.66
E-0051-A001-A50.000 Budget Stabilization	E-0055-A004-B19.000 County Buildings	\$839,267.00
E-0051-A001-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers Out	\$557,557.00
E-0257-A017-A00.000 Contingencies	E-0257-A015-A14.000 Attorney Fees	\$223,006.38

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:

**A00 GENERAL FUND AND N29 CAPITAL PROJECTS-FACILITIES FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$195,868.69

**P05 WWS #3 REVENUE FUND AND THE O09 BOND RET-WATERLINE EXT. PROJECT/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$19,553.60

**P05 WWS #3 REVENUE FUND AND THE O11 MT. VICTORY BOND RETIREMENT/BCSSD**

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

**P53 SSD #2 REVENUE FUND AND THE N14 SSD #2 CAPITAL IMPROVEMENT FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	R-9014-N014-N07.574 Transfers In	\$6,406.94

**P53 SSD #2 REVENUE FUND AND THE O10 BOND RET-FORCE MAIN EXT. PROJECT/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	R-9207-O010-O05.574 Transfers In	\$45,845.17

**P53 SSD #2 REVENUE FUND AND THE O12 NEFFS BOND RETIREMENT FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$16,625.46

**T08 DOMESTIC VIOLENCE GRANT AND THE A00 GENERAL FUND/SHERIFF**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5105-T008-T01.002 Salaries	E-0131-A00-A02.002 Salaries	\$7,322.68

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 February 28, 2018:

**CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION**

**A00 General Fund**

E-0051-A001-A50.000	Budget Stabilization	\$1,583,178.79
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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 February 28, 2018 meeting:

**A00 GENERAL FUND**

E-0256-A014-A01.000	CORSA Costs	\$1,475.00
E-0257-A015-A15.074	Transfers Out	\$195,868.69

**E10 911 FUND**

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

E-2301-E011-E01.011	Contract Services	\$7,500.00
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**N29 CAPITAL PROJECTS – FACILITIES**

E-9029-N029-N09.050	Principal Loan Payments	\$195,868.69
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**T08 DOMESTIC VIOLENCE GRANT/SHERIFF**

E-5105-T008-T01.002	Salaries	\$7,322.68
<b><u>W80 PROSECUTORS VICTIM PROGRAM</u></b>		
E-1511-W080-P01.002	Salary	\$2,750.00
E-1511-W080-P05.003	PERS	\$1,000.00
E-1511-W080-P06.004	Workers Comp	\$399.90
E-1511-W080-P07.006	Hospitalization	\$621.22
E-1511-W080-P08.005	Medicare	\$200.00
E-1511-W080-P15.000	Rent	\$339.58
E-1511-W080-P16.000	Consultant	\$515.00
<b><u>SHERIFF/VARIOUS FUNDS</u></b>		
E-0131-A006-A07.000	Training	\$21,980.00
E-0131-A006-A09.000	Medical	\$1,287.06
E-0131-A006-A23.000	Background	\$378.00
E-0131-A006-A24.000	E-SORN	\$535.00
E-0131-A006-A32.000	Warrant Fee	\$1,620.00
E-5100-S000-S01.010	Commissary	\$7,328.65
E-5101-S001-S06.000	CCW License	\$2,083.00
E-5101-S001-S07.012	CCW Equipment	\$2,805.00
E-9710-U010-U06.000	Reserve	\$16,721.17
<b><u>OAKVIEW JUVENILE/VARIOUS FUNDS</u></b>		
E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$1,631.81
E-8012-S032-S00.000	Activity Fund	\$51.70

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. **CASINO REVENUE Q4-2017/GENERAL FUND-\$195,868.69** deposited into R-0010-A000-A06.500 on 1/31/18. **GENERAL FUND/CORSA REIMBURSEMENT-E/N COURT FIRE-\$1,475.00** CORSA reimbursement deposited into R-0040-A000-Q00.500 on 02/23/18. (*Claim No. 0160028175-E/N Court Fire DOL 05/02/17*) **N29 FUND/CASINO REVENUE Q4-2017-\$195,868.69** transferred from the General Fund to the N29 Fund on 02/28/18.

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 28, 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**-Andrea Ketter to Reynoldsburg, OH, on February 28, 2018, to attend an IVE administrative meeting. Noah Atkinson to Columbus, OH, on March 9, 2018, to attend a Reclaim grant meeting. **DJFS**-Vince Gianangeli and Christine Parker to New Orleans, Louisiana to attend the Evidenced Based Pathways Conference. Estimated expenses: \$4,714.00 **SSD**-Jeff Azallion to Hydro Supply in Zanesville, OH, on February 27, 28, March 1 & 2, 2018 , for a hydraulic cylinder that is in for repairs and will take to Bellaire for additional machine work. This will require several trips. 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 21, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION DECLARING A STATE OF EMERGENCY**

Commissioner Dutton moved to adopt the following resolution:

**WHEREAS**, the extreme weather conditions commencing in the evening of Thursday, February 15, 2018 and continuing through February 26, 2018 has deposited large amounts of rain and created flooding and road embankment failures in Belmont County; and **WHEREAS**, as of 9:00 a.m., February 28, 2018, the Belmont County Commissioners have declared a State of Emergency to exist in all areas of Belmont County due to the aforementioned. **NOW, THEREFORE BE IT RESOLVED**, we, the Board of Belmont County Commissioners, declares that a state of emergency exists in Belmont County and that we hereby invoke and declare those portions of the Ohio Revised Code which are applicable to the conditions and

have caused the issuance of this resolution, to be in full force and effect in the county for the exercise of all necessary emergency authority for protection of the lives and property of the people of Belmont County and the restoration of local government with a minimum of interruption. Reference is hereby made to all appropriate laws, statutes, ordinances and resolutions, and particularly to Section 5502 of the Ohio Revised Code.

All public offices and employees of Belmont County are hereby directed to exercise the utmost diligence in the discharge of duties required of them for the duration of the emergency in execution of emergency laws, regulations, and directives - state and local.

All citizens are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and disaster services forces in executing emergency operation plans, and to obey and comply with the lawful directions of properly identified officers.

All operating forces will direct their communications and request for assistance and operations directly to the Emergency Operations Center.

The Belmont County Emergency Management Agency will be requesting State and/or Federal assistance when the local political subdivisions make their request.

Commissioner Meyer seconded the motion and upon roll call the foregoing was unanimously adopted.

In witness, whereof, we have hereunto set our hand this 28th day of February, 2018

BELMONT COUNTY COMMISSIONERS:

J. P. Dutton /s/

J. P. Dutton, President

Josh Meyer /s/

Josh Meyer, Vice-President

Mark A. Thomas /s/

Mark A. Thomas

EMA Director Dave Ivan was present. He explained they are requesting assistance from either the State of Ohio or the Federal Government to assist with damages that occurred during the storms. Five (5) inches of rain fell in February. EMA has sent out damage assessment forms to the municipalities and townships and they are gathering that information now. As of 8:00 a.m. this morning they are reporting damages in excess of \$13.6 million, said Mr. Ivan. He will submit the information to the State of Ohio; they will review damages throughout all of Ohio. They may request a joint preliminary damage assessment with FEMA and based on what they find they will send their recommendations to the White House. Mr. Ivan has until March 7<sup>th</sup> to add any additional damages reported.

**IN THE MATTER OF ADOPTING A RESOLUTION  
SUPPORTING THE CAPTINA CONSERVANCY'S APPLICATION  
FOR A CLEAN OHIO BOND FUND GRANT**

**RESOLUTION**

**WHEREAS**, the **Belmont County Commissioners** are aware that the Captina Conservancy is applying for a Clean Ohio Bond Fund grant. This funding will allow for the purchase of a conservation easement for approximately 161 acres owned by Neal and Barbara Caldwell, dba 53101 Clover Ridge Rd., LLC, located along County Road 5 (Clover Ridge Road) in Section 13 of Washington Township. This property has been in the Caldwell family for a least four generations. It is primarily mature diverse hardwood forest that has seen minimal timber cutting for at least 75 years and lies on steep hillsides that drain into the headwaters of Pea Vine Creek, a major tributary of Captina Creek; and

**WHEREAS**, the purchase of this conservation easement will enable Captina Conservancy to protect this important natural resource in perpetuity regardless of future ownership of the property itself.

**NOW, THEREFORE BE IT RESOLVED**, that the **BELMONT COUNTY COMMISSIONERS** fully support Captina Conservancy's mission to preserve and protect the Captina Creek watershed here in Belmont County and their application to acquire this important property to maintain this pristine waterway.

Adopted this 28th day of February, 2018.

Motion made by Commissioner Dutton, seconded by Commissioner Meyer to adopt the foregoing resolution and upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING PAY SCHEDULE REVISION/  
JAIL AND SARGUS JUVENILE MEDICAL DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the pay schedule revision for Belmont County Jail and Sargus Juvenile Center Medical Department, effective March 4, 2018.

**PAY SCHEDULE  
HEAD NURSE, REGISTERED NURSE, LICENSED PRACTICAL NURSES, PARAMEDICS  
BELMONT COUNTY JAIL & SARGUS JUVENILE CENTER  
REVISED 2/28/2018 – EFFECTIVE 3/4/2018  
HOURLY RATES FOR JAIL MEDICAL STAFF**

	New Hire	120 Prob.*	1 year**	2 years**	3 years**	4 years**	5 years**
Head RN	26.00	27.80	29.60	31.40	33.20	35.00	NA
RN	22.00	23.30	24.60	25.90	27.20	28.50	NA
LPN/Para.	18.50	18.75	19.28	19.94	20.60	21.28	21.94

\* 120 calendar days from the date of hire

\*\* Anniversary year based on completion of probationary period

**HOURLY RATE FOR JAIL MEDICAL TEAM**

Any future adjustments to the hourly rate will be determined by the Board of Commissioners in the form of a standardized pay schedule for this classification and/or an across-the-board increase for all staff within their appointed authority.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PUBLIC ROAD  
PETITION FOR VACATION AND REDEDICATION  
OF COUNTY ROAD 114 (FAIRVIEW ROAD) LOCATED IN  
WARREN TWP. SEC. 31 & 36, T-8, R-6/RD. IMP 1145**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the following Public Road Petition for the vacation and rededication of County Road 114 (Fairview Road) located in Warren Township, Sec. 31 & 36, T-8, R-6 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 #1145 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION  
Rev. Code Sec. 5553.04  
WITH PETITION**

Belmont County, Ohio

January 31, 2018  
IMP- 1145

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 and Rededication of Cty. Rd. 114 Fairview Rd. which is located in Warren Twp. Sec. 31 & 36 T-8 R-6*

*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:*

Maps are available at the Belmont County Engineer Office

**PUBLIC ROAD PETITION**

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
<i>Stephen C. Harris-President /s/</i>	66701 Scenic Valley Dr.
Stephen C. Harris	St. Clairsville, OH 43950
<i>Stephen C. Harris-President /s/</i>	66701 Scenic Valley Dr.
Stephen C. Harris	St. Clairsville, OH 43950
<i>Timothy Surmick /s/</i>	1000 Consol Energy Drive
Timothy Surmick	Canonsburg, PA 15317

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION AND REDEDICATION OF COUNTY ROAD 114 (FAIRVIEW ROAD)**

**Office of County Commissioners**

**WARREN TWP. SEC. 31 & 36, T-8, R-6/RD. IMP. 1145**

**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. 1145**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 28th day of February, 2018 at the office of the Commissioners with the following members present:

Mr. Dutton  
Mr. Meyer  
Mr. Thomas

Mr. Dutton moved the adoption of the following:

**RESOLUTION**

WHEREAS, A Petition signed by the owners of the right to mine coal lying under or adjacent to the proposed improvement, has been presented to this Board of County Commissioners requesting said Board to vacate and rededicate County Road 114 (Fairview Road) located in Warren Township, Sec. 31 & 36, T-8, R-6.

RESOLVED, That the 14th day of March, 2018 at 12:30 o'clock P.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 21st day of March, 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. Meyer seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted February 28, 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. # 1145**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation and rededication of County Road 114 (Fairview Road) located in Warren Township, Section 31 & 36, T-8, R-6 a public road, the general route and termini of which Road are as follows:

*Maps are available at the Belmont County Engineer Office*

Said Board of County Commissioners has fixed the 14th day of March, 2018, at 12:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 21st day of March, 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 – March 6, 2018 and March 13, 2018**

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the following Public Road Petition for the vacation and rededication of Township Rd.-801 (Shannon Road) located in Warren Township, Sec. 30, T-8, R-6 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 #1146 in accordance with Ohio Revised Code Section 5553.04.

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

**January 31, 2018  
IMP- 1146**

**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 and Rededication of Twp. Rd.-801 Shannon Rd. which is located in Warren Twp. Sec. 30 T-8 R-6*

*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:*

Maps are available at the Belmont County Engineer Office

<b>NAME (SIGN &amp; PRINT)</b>	<b>TAX MAILING ADDRESS (PLEASE PRINT)</b>
<i>Stephen C. Harris-President /s/</i> Stephen C. Harris	66701 Scenic Valley Dr. St. Clairsville, OH 43950
<i>Stephen C. Harris-President /s/</i> Stephen C. Harris	66701 Scenic Valley Dr. St. Clairsville, OH 43950
<i>Timothy Surmick /s/</i> Timothy Surmick	1000 Consol Energy Drive Canonsburg, PA 15317

Upon roll call the vote was as follows:

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

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

**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. 1146**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 28th day of February, 2018 at the office of the Commissioners with the following members present:

Mr. Dutton  
Mr. Meyer  
Mr. Thomas

Mr. Dutton moved the adoption of the following:

**RESOLUTION**

WHEREAS, A Petition signed by the owners of the right to mine coal lying under or adjacent to the proposed improvement, has been presented to this Board of County Commissioners requesting said Board to vacate and rededicate Township Road 801 (Shannon Road) located in Warren Township, Sec. 30, T-8, R-6.

RESOLVED, That the 14th day of March, 2018 at 12:45 o'clock P.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 21st day of March, 2018 at 9:45 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. Meyer seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted February 28, 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. # 1146**

**Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation and rededication of Township Road 801 (Shannon Road) located in Warren Township, Section 30, T-8, R-6 a public road, the general route and termini of which Road are as follows:**

*Maps are available at the Belmont County Engineer Office*

Said Board of County Commissioners has fixed the 14th day of March, 2018, at 12:45 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 21st day of March, 2018, at 9:45 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 – March 6, 2018 and March 13, 2018**

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Ohio Gathering Company, L.L.C., effective February 28, 2018, for pipeline activity at 0.30 miles of CR 78 (National Oco Road).

*Note: Bond Number K08271410 for \$1 million on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ohio Gathering Company, L.L.C., whose mailing address is 43050 Industrial Park Road, Cadiz, Ohio 43907 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

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

**WHEREAS**, Operator intends to commence use 0.30 miles of CR-78 (National Oco Road), for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

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

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

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline Activity, prior to the start of Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided 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-78 (National Oco Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-10 (Lafferty Road) and ending at a point 0.30 miles to the south at an existing drive. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-78 (National Oco Road) for any of its Pipeline Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be considered to be included in the County-Wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
  - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - 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 (8)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on February 28, 2018.

**Authority**

By: J. P. Dutton /s/  
Commissioner

By: Josh Meyer /s/  
Commissioner

By: Mark A. Thomas /s/  
Commissioner

By: Terry Lively /s/  
Engineer

Dated: 2-28-18

Approved as to Form:

David K. Liberati /s/ Assist PA  
County Prosecutor

Upon roll call the vote was as follows:

**Operator**

By: Jeffrey Breen /s/

Printed Name: Jeffrey Breen

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

Title: Transportation Permits Manager

Dated: 2-21-18

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

**IN THE MATTER OF ENTERING INTO TWO (2) ROADWAY USE MAINTENANCE AGREEMENTS WITH BLUE RACER MIDSTREAM, LLC/ENGINEERS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into two (2) **Roadway Use Maintenance Agreements** with Blue Racer Midstream, LLC, effective February 28, 2018, for pipeline activity at the following locations:

- 1) 1.35 miles of CR 64 (Shepherdstown Road)
- 2) 1.08 miles of CR 10 (Bannock Lafferty Road), 2.48 miles of CR 10 (Crabapple Road), and 1.13 miles of CR 64 (Shepherdstown Road)

*Note: Bond Number 238281 for \$1.5 million on file.*

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county roads within Wheeling 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 right of way and field agreements, and intends to construct, operate, and maintain certain facilities named ARU Hoover Project, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the ARU Hoover Project located in Wheeling Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 1.35 miles of CR-64 (Shepherds Town Road) for the purpose of ingress to and egress from the pipeline facilities named ARU Hoover Project, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 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-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

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

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

1. The portion of CR-64 (Shepherdstown Road), to be utilized by Operator hereunder, is that exclusive portion beginning at SR-9 and ending at the Belmont County Line. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-64 (Shepherdstown Road) for any of its Pipeline Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
  - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - 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 February 28, 2018.  
Executed in duplicate on the dates set forth below.

**Authority**

By: J. P. Dutton /s/

Commissioner

By: Josh Meyer /s/

Commissioner

By: Mark A. Thomas /s/

Commissioner

By: Terry Lively /s/

Engineer

Dated: 2-28-18

Approved as to Form:

David K. Liberati /s/ Assist PA

County Prosecutor

**Operator**

By: Windale McCrary /s/

Printed Name: Windale McCrary

Company Name: Blue Race Midstream, LLC

Title: Manager-Right of Way

Dated: 2/15/18

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county roads within Wheeling 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 right of way and field agreements, and intends to construct, operate, and maintain certain facilities named Cravat Coal Loop Project, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the Cravat Coal Loop Project located in Wheeling Township, in Belmont County, Ohio; and



**WHEREAS**, Operator intends to commence use of 1.08 miles of CR-10 (Bannock Lafferty Road) and 2.48 miles of CR-10 (Crabapple Road) and 1.13 miles of CR-64 (Shepherds Town Road) for the purpose of ingress to and egress from the pipeline facilities named Cravat Coal Loop Project, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 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-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

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

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

1. The portion of CR-10 (Bannock Lafferty Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR-394 (Gas Station Rd) and ending at SR-331 (Bannock Uniontown Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-10 (Bannock Lafferty Road) for any of its Pipeline Activities hereunder.
2. The portion of CR-10 (Crabapple Road), to be utilized by Operator hereunder, is that exclusive portion beginning at SR-331 (Bannock-Uniontown Rd) and ending at SR-9 (Fairpoint New Athens Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-10 (Crabapple Road) for any of its Pipeline Activities hereunder.
3. The portion of CR-64 (Shepherdstown Road), to be utilized by Operator hereunder, is that exclusive portion beginning at SR-9 and ending at TR-216 (Fairpoint Shepherdstown Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-64 (Shepherdstown Road) for any of its Pipeline Activities hereunder.
4. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
5. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
6. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
7. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
  - d. 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.
  - e. 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.
  - f. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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".
13. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
14. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
15. 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.
16. Agreement shall be governed by the laws of the State of Ohio.
17. This Agreement shall be in effect on February 28, 2018.  
Executed in duplicate on the dates set forth below.

**Authority**

**Operator**

February 28, 2018

By: J. P. Dutton /s/

Commissioner

By: Josh Meyer /s/

Commissioner

By: Mark A. Thomas /s/

Commissioner

By: Terry Lively /s/

Engineer

Dated: 2-28-18

Approved as to Form:

David K. Liberati /s/ Assist PA

County Prosecutor

Upon roll call the vote was as follows:

By: Windale McCrary /s/

Printed Name: Windale McCrary

Company Name: Blue Race Midstream, LLC

Title: Manager-Right of Way

Dated: 2/15/18

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

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH  
STATE INDUSTRIAL PRODUCTS CORP./VARIOUS LOCATIONS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into an Agreement with State Industrial Products Corp. in the amount of \$721.25 per month for the 1st year and \$510.17 per month for the 2nd year for an initial period of one (1) year and will automatically renew for a successive one (1) year term for dispensers and service on the dispensers for the boiler and cooling towers at the following locations:

- Courthouse
- Martins Ferry JFS
- New Jail
- Old Jail
- Oakview
- Sargus



RECEIVED  
 JAN 22 2018  
 BELMONT COUNTY COMMISSIONERS

**Water Treatment: United States Program Agreement**  
 Care for Work Environments®

Customer Number:		Sales Code:	80100995
Customer Name:	Belmont County Courthouse	Customer Contact:	Jack Ragie
Address:	101 W. Main Street	Customer Telephone:	(740) 695-2121
City, State, Zip:	St. Clairsville, OH 43960	Invoice Recipient Email:	

**Agreement**

This Agreement, between Belmont County Courthouse ("Customer") and State Industrial Products Corp. ("State"), is effective for an initial period of 1 year(s) from the date of acceptance by State ("Initial Term"). This Agreement will automatically renew for successive one (1) year Terms following the initial Term ("renewal Term(s)") unless terminated as set forth below.

- 1) Customer agrees to purchase from State the "Program" described below.
- 2) Customer shall be responsible for the proper storage and maintenance of Products and Dispensers provided under this Agreement. Damaged or lost Dispensers provided under this Agreement will be charged to the Customer at the then current list price. Defective Dispensers will be repaired or replaced by State, at State's sole discretion.
- 3) State will provide service on all Dispensers, including replacement of wearable parts, Dispenser installation, set-up and Dispenser maintenance during the initial or renewal Terms of this Agreement.
- 4) The Agreement fee includes freight for delivery of Dispensers and Products provided.
- 5) The Agreement includes only the Dispensers, Products and Services listed in the Program. Additional Dispensers, Products and Services must be purchased separately. At the end of the Initial Term all included equipment becomes the property of the Customer. This agreement does not cover replenishment chemical for a closed loop that loses more than 20% of its volume.
- 6) This Agreement may be discontinued by either party with 30 days advance written notice. If this Agreement is discontinued prior to the end of the Initial Term, Customer agrees to purchase all included equipment for the current list price.
- 7) Fees will not increase during the initial Term. Any renewal Term fee increases will not exceed 3% and will only be adjusted on the anniversary date.

**Program**

Type	Water Treatment: <input checked="" type="checkbox"/> Boiler <input checked="" type="checkbox"/> Cooling <input checked="" type="checkbox"/> Closed Loop <input type="checkbox"/> _____			
Dispensers	Percentage Pump	Nano Controller	Motor Blood Valve	Bio Pump
Products	SuperCool F-625	F-2051 Bacteria Test Kit	Alg-Ease	Super I-ct Complete
Services	Regularly scheduled service including water testing documented service reports and written recommendations.			
Fees	First Year = \$721.25 per month Second Year = \$510.17 per month	Paid: <input type="checkbox"/> Quarterly <input type="checkbox"/> Every Other Month <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Payment by Credit Card		

**Acceptance**

	Accepted by State	Accepted by Customer
Accepted by (signature)	<i>Jennifer Bowe</i>	<i>Malcolm</i>
Printed Name	Jennifer Bowe	D. P. A.
Title	Sales Rep	
Acceptance Date	2/27/18	DATE APPROVED 2-28-18

LITB01860  
 Page 1 of 1

©2018 State Industrial Products, Inc.  
 BELMONT COUNTY COMMISSIONERS  
 \*Approved & emailed to Jack Ragie 2/28/18

Upon roll call the vote was as follows:

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

**XTO Energy-Well pad explosion update-**

Karen Matusic, Manager, Public and Government Affairs-Appalachia District, from XTO Energy apologized for the severe disruption to the community during the recent well pad explosion near Powhatan Point. She said they are doing all they can for the residents affected. Safety is foremost and no one was hurt, said Ms. Matusic. She praised emergency responders and all involved at all levels. They were preparing a well for production when the explosion occurred. A crane fell on one of the wells and is being removed now. She said the weather has slowed their progress some. Residents within a 1/2 mile of the area (4 homes) have been asked to stay out of their homes. They have been allowed to go to their homes regularly for clothes and to check on livestock. XTO has been paying for their hotels, meals, etc. Ms. Matusic said at the command center are the county EMA's team, Powhatan Point Volunteer Fire Department, Exxon Mobile experts in Marine Biology, Public Affairs, Claims Adjusters, Ohio EPA, Federal EPA, Ohio Department of Natural Resources; Fish & Wildlife was there earlier. Their team is doing air and river monitoring and they also have experts on well control, engineering and civil engineering. They also have doctors to consult with. She said it is a great team of experts. Mr. Dutton said he can't say enough how impressed he is with everyone working in a coordinated manner.

**RECESS**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Vince Gianangeli, Director and Lori O'Grady, HR Manager, Belmont County Dept. of Job & Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and promotion of public employees.

Upon roll call the vote was as follows:

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

Commissioner Thomas stepped out at 10:01 a.m.

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:21 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:21 a.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:22 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 10:22 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 7th day of March, 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