

St. Clairsville, Ohio

March 14, 2018

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 \$991,805.21

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR FEBRUARY, 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of February, 2018.

Gross Wages P/E 02/03/18 THRU 02/17/18

General Fund	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,042.97
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	436.80
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	896.00
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,925.24
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,912.74
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	219.30
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,708.38
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,385.83
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	892.54
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,294.33
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8,639.75
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	564.09
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,386.52
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,171.24
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,187.28
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,757.22
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,825.08
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,611.28
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,629.64
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	16,054.93
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,049.28
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	956.74
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,321.62
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,660.30
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,451.64
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	418.17
			99,430.91
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,695.82
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,206.32
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	542.37
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	439.85
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	

Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	494.34
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	352.52
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	459.70
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	454.72
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	203.00
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,251.91
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	53,251.18
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,679.67
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,308.97
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,067.72
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,345.72
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,683.30
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,131.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	336.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,089.36
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	594.02
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,008.62
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	827.37
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	12,990.09
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,885.61
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,346.16
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	7,616.98
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,917.92
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,941.32
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.38
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	29,707.73
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	16,713.73
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	589.62
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.78
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,262.52
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	530.67
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	461.95
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	95.17
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,247.14
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	552.10
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			291,585.48

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE

INSURANCE CHARGEBACKS FOR THE FIRST QUARTER PERIOD:(JAN., FEB. & MAR. 2018)

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for the

Mutual of Omaha Life Insurance Chargebacks for the First Quarter (Jan., Feb. & Mar. 2018)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,647.64
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	37.11
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	41.97
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	35.10
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	154.05
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	257.51
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	7.80
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	5.85
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	42.96
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	9.75
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	144.33
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	42.90
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	147.95
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	44.46
E-3706-P055.P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	17.55
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	5.85
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	40.95
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	100.44
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	501.21
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	68.94
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	36.84
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	6.15
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	2.34
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	10.83
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	23.40
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	3.81
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	1.47
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	23.40
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	23.40

E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	5.85
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	5.85
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	5.85
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	11.70
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	9.75
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	11.70
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	11.70
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	3.90
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	5.85
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	
Total amount this transfer			3,558.11

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:

K00 MVGT/ENGINEERS

FROM	TO	AMOUNT
E-2813-K000-K44.050 Note Principal	E-2813-K000-K40.074 Transfers Out	\$77,000.00

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

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$61.00

A00 GENERAL FUND TO O30 BOND RET. JAIL CONSTRUCTION

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9212-O030-O08.574 Transfers In	\$150,000.00

A00 GENERAL FUND AND THE O53 NOTE RETIREMENT-SSD #2 FORCEMAIN

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9253-O053-O10.574 Transfers In	\$5,000.00

K00 MVGT FUND AND THE O39 BOND RETIR/BRIDGE RETAINING WALL/ENGINEER

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfer Out	R-9218-O039-O05.574 Transfer In	\$77,000.00

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 March 14, 2018 meeting:

A00 GENERAL FUND

E-0051-A001-A13.000	Postage	\$632.27
E-0257-A015-A15.074	Transfers Out	\$61.00

K00 MVGT/ENGINEERS

E-2811-K000-K10.000	Other Expenses	\$25,000.00
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002	Salaries	\$6,486.00
E-1810-L001-L11.003	PERS	\$1,833.33

N29 CAPITAL PROJECTS – FACILITIES

E-9029-N029-N09.050	Principal Loan Payments	\$61.00
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S12 BELMONT COUNTY PORT AUTHORITY

E-9799-S012-S07.000	Professional Services	\$71,250.00
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OAKVIEW JUVENILE/VARIOUS

E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$1,917.85
E-8012-S032-S00.000	Activity Fund	\$45.70

T11 BEL.CO COMMISSIONERS CDBG

E-9702-T011-T01.000	Grants	\$1,430.33
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
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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/VETERANS-REIMBURSEMENT OF POSTAGE-\$632.27** deposited into R-0050-A000-A45.500 Refunds & Reimbursements on 03/13/18.

GENERAL FUND/REIMBURSEMENT FROM PROPERTY TRANSACTION-\$61.00 deposited into R00050-A000-A45.500 Refunds & Reimbursements on 03/13/18.

N29 FUND/REIMBURSEMENT -\$61.00 transferred from the General Fund on 03/14/18.

T11 GRANT MONIES-\$1,430.33 deposited into R-9720-T011-T01.501 on 03/02/18.

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 ___ March 14, 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:

AUDITORS-Roger Conroy to West Lafayette, OH, on March 27, 2018, to attend the OMEGA 50th Anniversary Celebration & Annual Membership. Estimated expenses: \$100.00

DJFS-Dave McFarlan and Don Giffin to Columbus, OH, on April 15-17, 2018 to attend the OCDA Spring Symposium. Estimated expenses: \$1,029.20

SSD-Jeff Azallion to Zanesville, OH, on March 9, 2018, to pick up a hydraulic cylinder. A county vehicle will be used for travel. Dale Jendrusik, Todd Krebs and Michael Reed to Cambridge, OH, on April 5, 2018, to attend the Training for You, LLC, SE Spring Training Class. A county vehicle will be used for travel. Jeff Azallion to Zanesville, OH, on March 15, 2018 to pick up a hydraulic cylinder. A county vehicle will be used for transportation.

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 28, 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 Belmont County Board of Commissioners is accepting applications to fill three (3) positions on the Belmont County Tourism Council Board. Interested parties can contact the Commissioners' office at [\(740\) 699-2155](tel:7406992155) to request an application. Applications will be accepted through Friday, April 6, 2018.

IN THE MATTER OF THE VACATION OF _____] [BEL. CO. COMMISSIONERS
T-277 (CULSKA RD) LOCATED IN _____] [COURT HOUSE
RICHLAND TWP. SEC. 13, T-7, R-4/RD IMP 1163 _____] [ST. CLAIRSVILLE, OH 43950
HEARING CONTINUED _____] [DATE March 14, 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to continue the hearing for **Road Improvement 1163** for the vacation of T-277 (Culaska Road), Richland Township, at 10:00 a.m., Wednesday, March 28, 2018, and to send the required notifications per ORC 5553.04.

NOTICE OF PUBLIC ROAD HEARING

CONTINUED

Revised Code Sec. 5553.05

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To Cindy Henry, F.O., Richland Township Trustees, P. O. Box 16, St. Clairsville, OH 43950, and the owner(s) of property abutting road petitioned for vacation.

You are hereby notified that the Board of Commissioners has fixed **the 28th day of March 2018 at 10:00 o'clock A.M.**, at the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place for the **continued** hearing on the above stated matter.

If you have any objections, you or your agent should appear at this hearing matter.

By order of the Belmont County Commissioners.

Jayne Long /s/ _____
Clerk of the Board

Mail by certified return receipt requested.

cc: Richland Township Trustees

Gene Wells, ODNR

Adjacent Property Owners

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND KATHERINE KING FOR FAMILY TEAM MEETING SERVICES

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Katherine King in the maximum amount of \$10,000.00, effective March 14, 2018 through September 30, 2018 to provide Family Team Meeting services for Belmont County Children Services Department.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Family Team Meeting Facilitator**

Whereas, this contract, entered into on this **14th** day of **March, 2018**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Katherine King (hereinafter "Contractor"), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Family Team Meeting services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
740-695-1075

Contractor: Katherine King
47750 Watson Road
St. Clairsville, OH 43950

III CONTRACT PERIOD

This contract and its terms will become effective on March 14, 2018. No services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is September 30, 2018.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor will facilitate assigned meetings that will be held over the entire period of ongoing services, beginning with a meeting within 30 days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by Agency management staff. Family Team Meetings are to be scheduled at a minimum every ninety (90) days until permanent custody or case closure.
2. Trained facilitators are contractors of the Agency and do not have direct line responsibility for the case.
3. Facilitator cannot have immediate active involvement with the family prior to assignment.
4. Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
5. The Family Team Meeting process includes at least these components: agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
6. Family Team Meeting contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Family Team Meetings.
7. Contractor agrees to provide agency with an emergency contact number.
8. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
9. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
10. Contractor shall meet all service requirements of this contract.
11. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
12. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
 1. Purchaser will refer eligible families to the contractor.
 2. Purchaser will provide the room and supplies necessary for the Family Team Meetings to occur.
 3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.

4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards: Contractor will schedule and facilitate first Family Team Meeting within 30 days of the initial referral. Subsequent meetings will be held with each family at least every 90 days until the case closes or there is permanent custody.

E. Performance Reporting

1. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.
2. Agency agrees to compensate contractor (\$32) thirty-two dollars for each billable hour. Billable hours include: arranging, attending, documenting, travel for required training and ancillary meetings.
3. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
4. Agency agrees to reimburse Contractor mileage per IRS code for travel for attendance at trainings and meetings for the purpose of Family Team Meetings.
5. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$32	Total

6. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$10,000**. All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described.

ACTIVITY	TOTAL COST
Contractor Payments for Facilitation	\$9,500
Travel and Expense	\$500
TOTAL COST:	\$10,000
MAXIMUM PROTECT OHIO AUTHORIZED REIMBURSEMENT AMOUNT:	\$10,000

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month. If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued. Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications. Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees. Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the BCDJFS.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser. In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties. Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the BCDJFS against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors. Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of

October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws. During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

XLI PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

SIGNATURES

<u>Vince Gianangeli /s/</u>		<u>3-12-18</u>
Vince Gianangeli, Director		Date
Belmont County Department of Job and Family Services		
<u>J. P. Dutton /s/</u>		<u>03-14-18</u>
J. P. Dutton, Belmont County Commissioner	Date	
<u>Josh Meyer /s/</u>		<u>03-14-18</u>
Josh Meyer, Belmont County Commissioner	Date	
<u>Mark A. Thomas /s/</u>		<u>03-14-18</u>
Mark A. Thomas, Belmont County Commissioner	Date	
<u>Katherine King /s/</u>		<u>3-12-18</u>
Katherine King		Date
<u>David K. Liberati /s/ Assit. P.A.</u>		<u>3-12-18</u>
Approved as to form:	Date	
Belmont County Prosecutor		

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (L.E.P.C.)

Motion made by Mr. Dutton, seconded by Mr. Meyer to appoint Roger Conroy, Belmont County Auditor, to the Belmont County Local Emergency Planning Commission Committee (L.E.P.C.), effective February 6, 2018 through August 14, 2019 to fill the unexpired term of Andy Satak pursuant to Ohio Revised Code Section 3750.03 and hereby authorize the submittal of the application for this appointment to the Ohio EPA/SERC (State Emergency Response Committee) for approval.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF PAIGE SHEBA, FULL-TIME COOK/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Paige Sheba, full-time cook for Senior Services of Belmont County, effective March 22, 2018.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into **Roadway Use and Maintenance Agreement** with Strike Force East, LLC, effective March 14, 2018, for the use of 0.56 miles of CR 4 (Glenns Run Road) and 2.43 miles of CR 16 (Nixon Run Road) for "Pipeline or Drilling Activity" for the Ridgetop to Catapult pipeline.

Note: Blanket Bond #B009860 for \$2 million on file.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Strike Force East, LLC whose address is 2200 Energy Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use 0.56 miles of CR 4 (Glenns Run Road) and 2.43 miles of CR 16 (Nixon Run Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [Ridgetop to Catapult pipeline] for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or Drilling Activity"); and

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

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

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

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

1. The portion of CR 4 (Glenns Run Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR 7 and ending at the intersection with CR 16 (Nixon Run Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 4 (Glenns Run Road) for any of its Pipeline or Drilling Activities hereunder.

2. The portion of CR 16 (Nixon Run Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR 4 (Glenns Run Road) and ending at the intersection with TR 464 (Treadway Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 16 (Nixon Run Road) for any of its Pipeline or Drilling Activities hereunder.

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

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

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline or Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline or Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$1,196,000 & 00/100 DOLLARS (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied. The Operator has obtained a County-Wide Bond (B009860) in the amount of \$2,000,000 (Two Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on March 14, 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: 3/14/18

Approved as to Form:

David K. Liberati /s/ Assist PA

County Prosecutor

Upon roll call the vote was as follows:

Operator

By: Ralph D. Deer /s/

Printed Name: Ralph D. Deer

Company Name: Strike Force East, LLC

Title: Authorized Representative

Dated: 3/5/18

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

IN THE MATTER OF APPROVING TIME AND PLACE FOR BELMONT COUNTY ENGINEER'S ANNUAL MEETING

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the time and place for the Belmont County Engineer's Annual Meeting of County and Township Authorities per ORC 5543.06 as follows:

Date: Thursday, April 26, 2018

Time: 6:00 p.m.

Place: County Garage – Roscoe Road
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

XTO Energy-Well pad explosion update-

Present: Dave Ivan, EMA Director

Karen Matusic, Manager, Public and Government Affairs-Appalachia District, from XTO Energy, expressed her appreciation to all. She said they are now working on the investigation phase. All residents are back in their homes and their claims department will be here for two more weeks in case there are any outstanding claims to be taken care of. Ms. Matusic said there is false social media news that residents had to sign "won't sue" forms before they received reimbursement; that is absolutely not true. "We will be here for the long run, as you know, we have plans to drill here and we want to do it safe, we want to do it right. We believe in Belmont County, we believe in the Utica Shale. We want to be good neighbors, good community partners," said Ms. Matusic. Mr. Dutton noted the communication throughout this process was outstanding by both XTO's team and the County's team.

Flood Update-

Dave Ivan, Belmont County EMA Director, gave an update on the flooding issues. He said Belmont County has been declared a state of emergency by the Commissioners and the Governor. Ohio EMA and FEMA were in Belmont County yesterday looking at the damage assessment forms that the township and County Engineer submitted. The first rough estimate was around \$14 million worth of damage just to infrastructure which included washed out culverts to embankment failures or road slips. After going over the numbers with the townships and the County Engineer and doing some site inspections they are anticipating the number to drop a little bit. Mr. Ivan said there are sixteen other counties that will be going through the same process over the course of this week. Those combined numbers will go to Ohio EMA and to FEMA who will review the numbers. Anything, typically, over \$17 million, state-wide, there is a very good likelihood we will see a Federal Declaration which means the townships and County Engineers are eligible for reimbursement for making repairs to the roads. He noted we are still a few weeks out before we get a definite answer from FEMA whether they will get a Presidential Declaration, but it looks promising. The last estimate was roughly \$65 million of damage throughout the state of Ohio. Mr. Dutton acknowledged Mr. Ivan's work throughout the flooding issue and also dealing with the well fire.

PTT Project Status Update-

Present: Larry Merry, Belmont County Port Authority Director.

Mr. Dutton said Monday was a very interesting day in terms of where things stand with the PTT project. He said they remain optimistic with how the process has gone and they have had good dialog with PTT. Daelim is now partnering with PTT. Mr. Thomas said he has been a part of this project for over 4 years and the project is still a viable project. He said this project has become, potentially, 50% larger than originally proposed which makes it more complicated. Bringing on the partner extends the time period in which they will make the final investment decision. He said they remain cautiously optimistic that it will happen. Mr. Meyer said this would be between a \$5-\$10 billion project. Mr. Dutton said there are areas where there is still work to do to prepare for the potentially, positive announcement. Mr. Merry said this project has actually been 7-8 years in the making. This is a long process; this is a major piece of the future in capturing the benefit of having this gas, said Mr. Merry. "We want to have the jobs here; we want to have the impact of it," he said. We have a logistics advantage by being close to the raw material and the population and it's an advantage that will draw manufacturers to this area. "There is going to be a tremendous impact for generations from this project," said Mr. Merry.

OPEN PUBLIC FORUM-Glenn Giffin asked the Board to revisit the dropped Project Labor Agreement. Mr. Dutton said they can discuss it.

9:30 Laura Ellis-Records Manager

Re: Department Update

Ms. Ellis gave an overview of what she has been working on in the Records Department. She has multiple projects going on; one is creating and updating retention schedules for each department. A lot of records have been transferred to the Records Department and she has been organizing them. She is also working on disposing records that are no longer needed by law. She recently visited Muskingum County along with Commissioner Meyer; they are using them as a template for Belmont County's Record Center since they started at the ground up also. Ms. Ellis said looking into the future they are looking at possibly digitizing files which would make it easier to find records and be able to get rid of the paper volume not needed. The Board of Commissioners commended Ms. Ellis on doing a tremendous job.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Dan Fry, Belmont County Prosecutor, pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending litigation.

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 10:10 A.M.

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

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 and Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

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 10:18 A.M.

Motion made by Mr. Dutton, seconded by Mr. Thomas to exit executive session at 10:18 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

RECESS

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

Office of County Commissioners

Belmont County, Ohio

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 14th day of March, 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, On the 14th day of March, 2018, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 21st day of March, 2018 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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 March 14, 2018

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

-
1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
 2. Strike out the clause from "and feet," if a road is not to be located or established

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 Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 14th day of March, 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, On the 14th day of March, 2018, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 21st day of March, 2018 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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 March 14, 2018

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

-
1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
 2. Strike out the clause from "and feet," if a road is not to be located or established

March 14, 2018

Reconvened 1:52 p.m. Present: Commissioners Meyer and Thomas and Jayne Long, Clerk.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

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

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

Read, approved and signed this 21st day of March, 2018.

J. P. Dutton /s/ _____

Mark A. Thomas /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, J. P. Dutton and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK