

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, 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. Echemann 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 \$721,125.52**

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**G50 LODGING EXCISE TAX**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G10.000 Colerain Twp	\$22.94
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G11.000 Mead Twp	\$0.58
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G12.000 Village of Barnesville	\$2.88

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND B00 DOG & KENNEL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers-Out	R-1600-B000-B11.574 Transfers	\$1,434.50

**S66 BOARD OF DEVELOPMENTAL DISABILITIES AND THE S67 RESERVE ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2410-S066-S84.074 Transfers Out	R-2411-S067-S11.574 Transfers In	\$200,000.00

**S66 BOARD OF DEVELOPMENTAL DISABILITIES AND THE S68 COMMUNITY MRDD RES. SERVICES**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2410-S066-S84.074 Transfers Out	R-2412-S068-S08.574 Transfers In	\$500,000.00

**S66 BOARD OF DEVELOPMENTAL DISABILITIES AND THE S69 MRDD MEDICAID RESERVE**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$1,000,000.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

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

Motion made by Mr. Dutton, 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 12, 2020:

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

Y91 Employers Share Holding Account

E-9891-Y091-Y11.000	Choice Spending 2019 Account	\$11,432.24
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Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, 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 following meeting dates:

**\*\*JANUARY 29, 2020\*\***

**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S54.000	Food	\$75.00
E-8010-S030-S55.010	Supplies	\$74.38

**\*\*FEBRUARY 12, 2020\*\***

**A00 GENERAL FUND**

E-0055-A004-B19.000	County Buildings	\$110,160.00
E-0057-A006-F06.011	Veterinary Services	\$100.00
E-0057-A006-F08.000	Other Expenses	\$2,669.06
E-0141-A001-C03.000	Supplies	\$642.00
E-0257-A015-A15.074	Transfers-Out	\$101,434.50

**B00 DOG & KENNEL FUND**

E-1600-B000-B07.000	Veterinary Services	\$110.94
E-1600-B000-B11.000	Other Expenses	\$1,434.50

**G50 LODGING EXCISE TAX**

E-1910-G050-G01.000	Convention and Visitors Bureau	\$35,794.86
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**H00 PUBLIC ASSISTANCE/BCDJFS**

E-2510-H000-H05.000	Public Assistance	\$52,214.51
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**W98 CEBCO WELLNESS GRANT**

E-1498-W098-W13.000 2020 Expenses \$10,732.00

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Meyer Yes
Mr. Echemann Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.

2019 CLOSED PO-

A00 General Fund

PO# 522091 E-9891-Y091-Y11.000 Choice Spending Account \$11,432.24

B00 DOG AND KENNEL FUND-\$110.94 deposited into R-1600-B000-B08.500 balance available as of 01/31/2020

(donation to the Animal Shelter for Dogs paid in on 01/13/2020)

B00 DOG & KENNEL FUND/GENERAL FUND TRANSFER-\$1,434.50 transferred from the General Fund into R-1611-B000-B11.574 on 02/12/2020 (B00 portion Claim No. 0160031023-DOL 01/31/2020 for loss of vaccines)

GENERAL FUND/ANIMAL SHELTER-

\$874.00 deposited into R-0057-A006-A01.500 balance available as of 01/31/2020 (general donations paid in on various dates in January 2020)

\$150.00 deposited into R-0057-A006-A02.500 balance available as of 01/31/2020 (donations for cats paid in on various dates in January 2020)

\$1,070.00 deposited into R-0057-A006-A03.500 balance available as of 01/31/2020 (adoption fees paid in on various dates in January 2020)

GENERAL FUND/CORSA REIMBURSEMENT-01/31/2020 ANIMAL SHELTER VACCINE-\$2,109.56 CORSA REIMBURSEMENT deposited into R-0040-A000-Q00.500 on 02/07/2020 (Claim No. 0160031023-DOL 01/31/2020 for loss of vaccines)

GENERAL FUND/FUNDS FROM S12-\$100,000.00 transferred into R-0040-A000-A47.574 Transfers on 01/29/2020 (from Port Authority)

G50 LODGING EXCISE TAX-\$35,794.86 deposited into R-1910-G050-G01.500 on various dates.

W98 CEBCO WELLNESS GRANT FUND-\$10,732.00 paid into R-1498-W098-W14.501, Grant-2020 on 02/10/2020.

TRANSFER/GENERAL FUND-\$110,160.00 Transfer receipts deposited into R-0040-A000-A47.574 on 02/04/2020 (for the Sargus Roof)

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Meyer Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated February 12, 2020, 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. Echemann Yes
Mr. Meyer Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Jennifer Shunk to Columbus, OH, on March 18-19, 2020, to attend the Roundtable meetings at the Ohio Supreme Court.

HR DEPT.-Katie Bayness to Columbus, OH, on March 20, 2020, to attend the CORSA renewal meeting. A county vehicle will be used for travel.

SSOBC-Susan Hines to Wheeling, WV, on March 13, 2020, for a senior outing to Center Market. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Meyer Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 29, 2020 and February 5, 2020.

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Meyer Yes

IN THE MATTER OF APPROVING THE TITLE IV-D CONTRACT RENEWAL BETWEEN BELMONT COUNTY CSEA AND THE BELMONT COUNTY PROSECUTOR

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Title IV-D Contract renewal between the Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services, effective January 1, 2020 through December 31, 2020, in the maximum amount of \$69,462.74.

Note: Funding is 66% federal share and 34% local share.

**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the Belmont County Prosecutor (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program. The CSEA and the Contractor certify that all IV-D Contracts activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from 1/01/ 2020 through 12/31/ 2020, unless terminated earlier in accordance with the term listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of legal services rendered for the purposes of establishing paternity, establishing orders, enforcing orders, prosecuting criminal nonsupport cases, and performing other specified tasks as related to the CSEA and IV-D programs.. Contractor will only bill the CSEA for actual time worked on CSEA-initiated cases. The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**

4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$38.17 per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$69,462.74.

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$23,617.33	Local Sources
FFP Reimbursement	\$45,845.41	
<b>Total IV-D Contract Cost</b>	<b>\$69,462.74</b>	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 A.M. and 4:30 P.M on the following days Monday through Friday with the exception of the following days: all county and court holidays.

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such Insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

Signature of CSEA's Representative <i>Vince Gianangeli /s/</i>	Printed Name of CSEA's Representative Vince Gianangeli, Director
Date of Signature 1-30-20	
Signature of Contractor's Representative <i>Daniel P. Fry /s/</i>	Printed Name of Contractor's Representative Daniel P. Fry
Date of Signature 2-4-20	Printed Street Address of Contractor 147 W. Main St
Printed Title of Contractor's Representative Prosecuting attorney	Printed City, State, and Zip Code of Contractor St. Clairsville, OH 43950
Signature of County Commissioner or Representative <i>J. P. Dutton /s/</i>	Date of Signature 2/12/20
Signature of County Commissioner or Representative <i>Jerry Echemann /s/</i>	Date of Signature 2/12/20
Signature of County Commissioner or Representative <i>Josh Meyer /s/</i>	Date of Signature 2/12/20
Signature of Prosecutor if required by County Commissioners <i>David K. Liberati /s/ Assist. P. A.</i>	Date of Signature 2-10-20

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING THE TITLE IV-D CONTRACT  
RENEWAL BETWEEN BELMONT COUNTY CSEA AND  
THE BELMONT COUNTY COMMON PLEAS COURT MAGISTRATE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Title IV-D Contract renewal between Belmont County Child Support Enforcement Agency and the Belmont County Common Pleas Court Magistrate for administration of the support enforcement program, effective January 1, 2020 through December 31, 2020 in the maximum amount of \$30,843.69.

*Note: Funding is 66% federal share and 34% local share.*

Ohio Department of Job and Family Services  
**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and Rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the Belmont County Common Pleas Court Magistrate (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from January 1, 2020 through December 31, 2020, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: CSEA initiated entry that summarizes the Court's activity and results of any CSEA initiated case with or without a hearing. Magistrate will not bill for any non-CSEA initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**

4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$21.27 per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$30,843.69

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal	\$10,486.85	Local Sources
FFP Reimbursement	\$20,356.84	
<b>Total IV-D Contract Cost</b>	<b>\$30,843.69</b>	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 A.M. and 4:30 P.M on the following days Monday through Friday with the exception of the following days: all county and court holidays.

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A.
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

Signature of CSEA's Representative <i>Vince Gianangeli /s/</i>	Printed Name of CSEA's Representative Vince Gianangeli, Director
Date of Signature 1-30-20	
Signature of Contractor's Representative <i>Judge F. A. Fregiato /s/</i>	Printed Name of Contractor's Representative Judge Frank Fregiato
Date of Signature 2/5/20	Printed Street Address of Contractor 101 W. Main St
Printed Title of Contractor's Representative Judge Frank A. Fregiato	Printed City, State and Zip Code of Contractor St. Clairsville, OH 43950



Signature of County Commissioner or Representative <i>Jerry Echemann /s/</i>	Date of Signature 2-12-20
Signature of County Commissioner or Representative <i>J. P. Dutton /s/</i>	Date of Signature 2-12-20
Signature of County Commissioner or Representative <i>Josh Meyer /s/</i>	Date of Signature 2-12-20
Signature of Prosecutor if required by County Commissioners <i>David K. Liberati /s/ Assist P.A.</i>	Date of Signature 2-10-20

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF AWARDING THE BID FOR  
ENGINEER'S PROJECT 19-7 BEL VAR PM PHASE 4 (PID# 104763)  
TO THE AERO-MARK COMPANY, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the provisional bid award for the Belmont County Engineer's Project 19-7 BEL VAR PM Phase 4 (PID# 104763) FAN E190576 to the low bidder, The Aero-Mark Company, LLC, in the amount of \$176,000.00, based upon the recommendation of Terry Lively, County Engineer and subject to approval by the Ohio Department of Transportation.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE  
AGREEMENT WITH EQT PRODUCTION COMPANY/ENGINEERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into **Roadway Use and Maintenance Agreement** with EQT Production Company, effective February 12, 2020, for the use of 0.5 miles of CR 84 (Oak View Road) and 0.63 miles of CR 80 (Pogue Road) for well plugging activity at the Hickenbottom well.

*Note: Bond No. 019065678 for \$452,000.00 on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR WELL PLUGGING 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 EQT Production Company whose address is 400 Woodcliff Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Richland 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 [Hickenbottom Well Plugging], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Hickenbottom Well Plugging] (hereafter collectively referred to as "oil and gas development site") located in Richland Township in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.5 miles of CR 84 (Oak View Road), and 0.63 miles of CR 80 (Pogue Road) for the purpose of ingress to and egress from the well plugging for the [Hickenbottom Well Plugging], for traffic necessary for the purpose of Well Plugging, (hereinafter referred to collectively as "Well Plugging 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 Well Plugging 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-Plugging Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Well Plugging 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 Well Plugging Activity, prior to the start of Well Plugging 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 84 (Oak View Road) to be utilized by Operator hereunder, is that exclusive portion beginning at US 40 and ending at CR 80 (Pogue Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 84 (Oak View Road) for any of its Well Plugging Activities hereunder.

2. The portion of CR 80 (Pogue Road) to be utilized by Operator hereunder, is that exclusive portion beginning at CR 84 (Oak View Road) and ending at TR-272 (Roscoe Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 80 (Pogue Road) for any of its Well Plugging 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 Well Plugging 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 Well Plugging 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 Well Plugging 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 Well Plugging 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 Well Plugging 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 Well Plugging 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 Well Plugging Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of Four Hundred Fifty Two Thousand & 00/100 DOLLARS (\$452,000) (400,000.00 per mile paved). 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.

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 February 12, 2020.

Executed in duplicate on the dates set forth below.

<p><b><u>Authority</u></b>                  By: <u>Jerry Echemann /s/</u>                  Commissioner                  By: <u>J. P. Dutton /s/</u>                  Commissioner                  By: <u>Josh Meyer /s/</u>                  Commissioner                  By: <u>Terry Lively /s/</u>                  County Engineer                  Dated: <u>2-12-2020</u>                  Approved as to Form:  <u>David K. Liberati /s/ Assist. P. A.</u>                  County Prosecutor</p>	<p><b><u>Operator</u></b>                  By: <u>Todd Klaner /s/</u>                  Printed name: <u>Todd Klaner</u>                  Company Name: <u>EQT Production Company</u>                  Title: <u>Manager-Permitting</u>                  Dated: <u>1/31/2020</u></p>
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Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use and Maintenance Agreement** with Strike Force East, LLC, effective February 12, 2020, for the use of 1.07 miles of CR 214 (Bellaire-High Ridge Road), 1.89 miles of CR 30 (Dixon Ridge Road), 1.03 mile of CR 4 (Willow Grove Road) and 1.29 miles of CR 5 (Glencoe Road) for pipeline or drilling activity for the BULOD002 Shimble to Sandhill pipeline.

Note: County-wide Bond #019063032 for \$3 million on file

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

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

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Richland, Pease, and Pultney 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 [BULOD002 Shimble to Sandhill pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [BULOD002 Shimble to Sandhill pipeline] (hereafter collectively referred to as “oil and gas development site”) located in Richland, Pease, and Pultney Township in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use 1.07 miles of CR 214 (Bellaire-High Ridge Road), 1.89 miles of CR 30 (Dixon Ridge Road), 1.03 miles of CR 4 (Willow Grove Road), and 1.29 miles of CR 5 (Glencoe Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [BULOD002 Shimble to Sandhill 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 6 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 214 (Bellaire-High Ridge Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with I-470 and ending at the intersection with CR 30 (Dixon Ridge Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 214 (Bellaire-High Ridge Road) for any of its Pipeline or Drilling Activities hereunder.
2. The portion of CR 30 (Dixon Ridge Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR 214 (Bellaire-High Ridge Road) and ending at the intersection with SR 149. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 30 (Dixon Ridge Road) for any of its Pipeline or Drilling Activities hereunder.
3. The portion of CR 4 (Willow Grove Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR 149 and ending at the intersection with TR 1081. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 4 (Willow Grove Road) for any of its Pipeline or Drilling Activities hereunder.
4. The portion of CR 5 (Glencoe Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR 9 and ending at the intersection with TR 281 (Methodist Ridge Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 (Glencoe Road) for any of its Pipeline or Drilling Activities hereunder.
5. 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.
6. 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. 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.
7. 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 \$2,112,000 & 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 (019063032) in the amount of \$3,000,000 (Three Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.
  - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
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 12, 2020.

Executed in duplicate on the dates set forth below.

**Authority**  
 By: Jerry Echemann /s/  
 Commissioner  
 By: J. P. Dutton /s/  
 Commissioner  
 By: Josh Meyer /s/  
 Commissioner  
 By: Terry Lively /s/  
 County Engineer  
 Dated: 2-12-2020  
 Approved as to Form:  
David K. Liberati /s/ Assist. P. A.  
 County Prosecutor

**Operator**  
 By: R Cordell Pierce /s/  
 Printed name: R Cordell Pierce  
 Company Name: Strike Force East, LLC  
 Title: Attorney in Fact  
 Dated: 10/30/2019

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF**  
**WILSON LANE (PRIVATE ROAD)**  
**COLERAIN TWP., SEC. 14, T-7, R-3**

[Belmont Co. Commissioners  
 [Courthouse  
 [St. Clairsville, Ohio 43950  
 [Date February 12, 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Wilson Lane (Private Road), Colerain Township, Section 14, T-7, R-3 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
 Revised Code Sec. 711.05  
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To: Vince Gianangeli, F.O., Colerain Township Trustees, 72773 Colerain Street, Colerain, OH 43916  
 You are hereby notified that the 26th day of February, 2020, at 9:30 o'clock A. M. has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.  
 By order of the Belmont County Commissioners.

Jayne Long /s/  
 Clerk of the Board

• Mail by certified return receipt requested  
 cc: Colerain Township Trustees  
 Belmont County Engineer

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF**  
**PARSONS ESTATE (PRIVATE ROAD)**  
**WAYNE TWP., SEC. 22, T-6, R-5**

[Belmont Co. Commissioners  
 [Courthouse  
 [St. Clairsville, Ohio 43950  
 [Date February 12, 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Parsons Estate (Private Road), Wayne Township, Section 22, T-6, R-5 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
 Revised Code Sec. 711.05  
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To: Krista West, F.O., Wayne Township Trustees, 45380 Twp. Road 2317, Lewisville, OH 43754-9518  
 You are hereby notified that the 26th day of February, 2020, at 9:40 o'clock A. M. has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.  
 By order of the Belmont County Commissioners.

Jayne Long /s/  
 Clerk of the Board

• Mail by certified return receipt requested  
 cc: Wayne Township Trustees  
 Belmont County Engineer

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ACCEPTING THE PROSECUTING ATTORNEY’S**  
**FURTHERANCE OF JUSTICE ANNUAL REPORT FOR 2019**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the Belmont County Prosecuting Attorney’s Furtherance of Justice annual report for the year 2019 in accordance with O.R.C. Section 325.12.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF HIRING MARCIE SECHREST**

**AS FULL-TIME OFFICE MANAGER/ANIMAL SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Marcie Sechrest as full-time Office Manager for the Belmont County Animal Shelter at the rate of \$15.00 per hour, effective February 18, 2020.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton noted this is a replacement position.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF THERESA STAUSS, PART-TIME COOK/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Theresa Stauss, part-time cook with Senior Services of Belmont County, effective February 4, 2020.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING QUOTE FROM SCANTASTIK, INC/EMA**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote Number 20229 from ScanTastik Inc., in the amount of \$3,996.00 for one (1) Canon DR-G2110 Duplex Color scanner for the Belmont County Emergency Management Agency.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton noted this was upon the recommendation of Dave Ivan, EMA Director.

**Discussion re: Flood Grant update**

Present: Ken Wilson, Flood Grant Coordinator and Mike Schlanz, Workforce Innovation and Opportunity Act Administrator for Department of Job and Family Services. Mr. Schlanz said all of the credit goes to Mr. Wilson and his crews working out in the field. There are 11 crew members including 2 crew leaders. Mr. Schlanz explained the grant goes back to February 2019 when there were severe storms, flooding and landslides. "Unfortunately for the last couple of years we've had a lot of hard-raining storms," he said. He added the grant they had for February 2018 ended in December 2018 and they got this new grant. The Governor declared a disaster March 26, 2019 and FEMA declared a disaster in twenty counties on April 4, 2019. He noted at that time it did not include Belmont County and an amendment was made April 30, 2019 which included Belmont County. Mr. Schlanz said Ohio received official notice of award from the Department of Labor on May 22, 2019, the grant period was approved from April 1, 2019 to March 31, 2020. Belmont County's allocation is \$608,088.00. He said work ended on the original grant in November 2019 and the Department of Labor extended the ending of the new grant from March 31, 2020 to December 31, 2020. Mr. Wilson added 107 work sites were approved with the prior grant and 73 work sites were approved for the current grant. Mr. Dutton noted the Board went on a site visit last year and saw the debris that builds up in the creeks and what the areas look like after they are cleaned up. He commended the crews for their work.

**OPEN PUBLIC FORUM**-John Drewett, Lashley Hill, Shadyside, asked if there was any update from FEMA on the Lashley Hill Road slip. Mr. Dutton said that work is being done in the Engineer's office and the Board meets with him fairly regularly these days to discuss that issue and where things stand with (FEMA) projects that still need funded. He added they are also working with the Engineer on road projects in general, trying to find ways to secure grant funding to keep projects moving. They have worked with the Engineer to borrow money for road repairs also, said Mr. Dutton. He said they have also talked to Senator Portman and Senator Brown's offices and they are aware of the issues.

Richard Hord, Martins Ferry, asked what the procedure will be for hiring a new director for Senior Services. Mr. Dutton said the process is similar to all employees that are under the Board of Commissioners' direction. The process is to advertise to the public, applications come in to the HR Department and they review and narrow down to a core group to interview. Mr. Dutton said they will be involved in looking over these applications and will be involved in the interview process. He said they hope to have an overlap with Mr. Armitage, but they don't want to rush. They want someone to do a great job for years to come.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:12 A.M.**

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

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 2:00 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 2:00 p.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton said as a result of the executive session there is one motion for the Board to consider.

**IN THE MATTER OF APPOINTING MICHAEL SCHLANZ INTERIM DIRECTOR OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Dutton, seconded by Mr. Echemann to appoint Michael Schlanz, who presently holds the position of The Workforce Innovation and Opportunity Act Administrator for Belmont County Department of Job and Family Services, to temporarily serve as the Interim Director of the Belmont County Department of Job and Family Services at an annual salary of ninety-seven thousand, nine hundred fifty-six dollars and 14/100 (\$ 97,956.14) effective February 12, 2020. This appointment is intended to last until such time as a permanent Director is

February 12, 2020

appointed, at which point Michael Schlantz will be entitled to return to his prior position as The Workforce Innovation and Opportunity Act Administrator for Belmont County Department of Job and Family Services, at his prior rate of pay, as set forth in O.R.C. 329.02.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**The above motion was amended on March 4, 2020.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 2:02 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 2:02 p.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Read, approved and signed this 19th day of February, 2020.

Jerry Echemann /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