

# October 29, 2015

## Agenda

*Pledge of Allegiance*

Approve Minutes

Transfer of Funds (4)

Supplemental Appropriations (4)

Before/after Expenditures

Out of County Travel - JFS  
Out of County Travel – Auditor

Disposal of Obsolete Items – Veterans (Casio)

Frost Law – Salem Township 2015-2016

Road Use & Maintenance Agreement – Marathon Pipe LLC

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY, THE 29<sup>TH</sup> DAY OF OCTOBER, 2015, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett  
Chris Abbuhl

Commissioner Everett presiding.

NOTE: Commissioner Metzger absent due to illness.

*The Lord's Prayer was said.  
The Pledge of Allegiance was said.*

### RESOLUTION (975-2015) APPROVE MINUTES

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the minutes of the previous meeting as written.

VOTE: Belle Everett, yes;  
Kerry Metzger, absent;  
Chris Abbuhl, yes;

### RESOLUTION (976-2015) TRANSFER OF FUNDS

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water/Sewer	P100-P32	P00-P21	\$2,500.00	Materials
Water/Sewer	P00-P27	P00-P21	\$1,000.00	Materials
Water/Sewer	P00-P42	P00-P21	\$788.00	Materials
OCED	Q90-Q06	Q90-Q10	\$137.36	Other
Southern Court	A002-G00	A002-G05	\$2,000.00	Contract Services

VOTE: Belle Everett, yes;  
Kerry Metzger, absent;  
Chris Abbuhl, yes;

**RESOLUTION (977-2015) SUPPLEMENTAL APPROPRIATIONS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Municipal Court	A00-A18	A002-G18	\$491.50	Transcripts
Municipal Court	A00-A18	A002-G19	\$2,500.00	Attorney Fees
Municipal Court	A00-A18	A002-G17	\$400.00	Witness Fees
Municipal Court	A00-A18	A002-G16	\$1,000.00	Juror Fees
Municipal Court	A00-A18	A002-G20	\$1,000.00	Acting Judge
Park Department	S095-S20	S095-S12	\$20.00	Other
OCED	T05-T25	T05-T04	\$339.28	Audits
Dress Down Day	U065-U05	U065-U07	\$100.00	United Way Fundraising

VOTE: Belle Everett, yes;  
Kerry Metzger, absent;  
Chris Abbuhl, yes;

**RESOLUTION (978-2015) BEFORE/AFTER EXPENDITURES**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the following before/after expenditures:

Widder Architectural Services (Capital Projects)	1,138.85
Times Reporter (Commissioners)	217.00
Flickinger Piping Co (Sheriff)	1,456.03
Soehnlén Sand & Gravel (Engineer)	584.46

VOTE: Belle Everett, yes;  
Kerry Metzger, absent;  
Chris Abbuhl, yes;

**RESOLUTION (979-2015) TRAVEL – JFS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the following state mandated travel request for Job & Family Services as recommended by David Haverfield, Director:

DATE: 11/5/2015  
TITLE: CW 5 GATHERING FACTS IN FAMILY CENTERED CPS  
LOCATION: AKRON  
ATTENDING: NICHOLE JOHN  
ANTICIPATED EXPENSE: Mileage of approximately 122 miles equals \$56.12, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 11/6/2015  
TITLE: CW5 LAB ASSESSMENT SKILLS FOR GATHERING FACTS IN CPS  
LOCATION: AKRON  
ATTENDING: NICHOLE JOHN  
ANTICIPATED EXPENSE: Mileage of approximately 122 miles equals \$56.12, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 11/12/2015  
TITLE: CW2 ENGAGING FAMILIES IN FAMILY CENTERED CPS  
LOCATION: COLUMBUS  
ATTENDING: TRUDY LEWIS  
ANTICIPATED EXPENSE: Mileage of approximately 234 miles equals \$107.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 11/13/2015  
TITLE: CW2 LEARNING LAB - ENGAGEMENT SKILLS



LOCATION: COLUMBUS  
 ATTENDING: TRUDY LEWIS  
 ANTICIPATED EXPENSE: Mileage of approximately 234 miles equals \$107.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 11/17/2015  
 TITLE: CW6 SERVICE PLANNING AND DELIVERY IN FAMILY CENTERED CPS  
 LOCATION: AKRON  
 ATTENDING: NICHOLE JOHN  
 ANTICIPATED EXPENSE: Mileage of approximately 122 miles equals \$56.12, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 11/18/2015  
 TITLE: CW6 SERVICE PLANNING AND DELIVERY IN FAMILY CENTERED CPS  
 LOCATION: AKRON  
 ATTENDING: NICHOLE JOHN  
 ANTICIPATED EXPENSE: Mileage of approximately 122 miles equals \$56.12, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 11/19/2015  
 TITLE: CW6 SERVICE PLANNING AND DELIVERY IN FAMILY CENTERED CPS  
 LOCATION: AKRON  
 ATTENDING: NICHOLE JOHN  
 ANTICIPATED EXPENSE: Mileage of approximately 122 miles equals \$56.12, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 11/23/2015  
 TITLE: CW7 CHILD DEVELOPMENT: IMPLICATIONS FOR FAMILY CENTERED CPS  
 LOCATION: CAMBRIDGE  
 ATTENDING: NICHOLE JOHN  
 ANTICIPATED EXPENSE: Mileage of approximately 84 miles equals \$38.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 11/24/2015  
 TITLE: CW7 CHILD DEVELOPMENT: IMPLICATIONS FOR FAMILY CENTERED CPS  
 LOCATION: CAMBRIDGE  
 ATTENDING: NICHOLE JOHN  
 ANTICIPATED EXPENSE: Mileage of approximately 84 miles equals \$38.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 11/25/2015  
 TITLE: CW7 CHILD DEVELOPMENT: IMPLICATIONS FOR FAMILY CENTERED CPS  
 LOCATION: CAMBRIDGE  
 ATTENDING: NICHOLE JOHN  
 ANTICIPATED EXPENSE: Mileage of approximately 84 miles equals \$38.64, or an agency van will be utilized, if available, and meals at \$15.00.

VOTE: Belle Everett, yes;  
 Kerry Metzger, absent;  
 Chris Abbuhl, yes;

**RESOLUTION (980-2015) OUT OF COUNTY TRAVEL – AUDITOR**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the following travel request as submitted by Larry Lindberg, County Auditor:

DATE: November 18 – 20, 2015  
 LOCATION: Dublin, Ohio  
 ATTEND: Larry Lindberg, Allan Sayre  
 EXPENSE: \$900.00 – Real Estate Fund  
 REASON: County Auditor’s Association of Ohio 2015 CAAO Conference. Continuing education is required by ORC 319.04

VOTE: Belle Everett, yes;  
 Kerry Metzger, absent;  
 Chris Abbuhl, yes;

**RESOLUTION (981-2015) DISPOSAL OF OBSOLETE ITEMS – Veterans (Casio)**

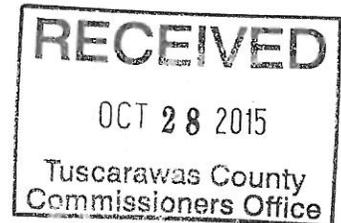
It was moved by Commissioner Abbuhl, seconded by Commissioner Everett to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

V112 Casio HR150LC-1 (not working)

This is broken and is not fit for to auction on GovDeals. They will be disposed of in accordance to Ohio Revised Code.

VOTE: Belle Everett, yes;  
Kerry Metzger, absent;  
Chris Abbuhl, yes;

Communication:



**SALEM TOWNSHIP TRUSTEES**

**RESOLUTION 15-9**

**DECLARING FROST LAW BE ESTABLISHED IN SALEM TOWNSHIP**

The Trustees of Salem Township, Tuscarawas County, Ohio, meeting in regular session on Thursday, September 17, 2015 with Trustees Donald J. Meek, Ray M. Stocker and Donald W. Herbert present.

Donald W. Herbert moved the adoption of the following RESOLUTION:

That Salem Township of Tuscarawas County, Ohio enact the "Frost Law" on travel of Salem Township roads from December 1, 2015 through May 15, 2016. Contingent on any road agreement with Salem Township signed with any Company.

Ray M. Stocker seconded the resolution and the roll call was as follows:

D. J. Meek    yes                      Ray M. Stocker    yes                      Donald W. Herbert    yes

The resolution will be submitted to the Chairman of the Tuscarawas County Commissioners.

Signed *Donald J. Meek* Donald J. Meek, Chairman

*Ray M. Stocker* Ray M. Stocker, Trustee

*Donald W. Herbert* Donald W. Herbert, Trustee

*Patricia A. Arth* Patricia A. Arth, Fiscal Officer



RESOLUTION (982-2015) FROST LAW – SALEM TOWNSHIP

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to enact the "Frost Law" (50% load limit reduction) on travel of ALL Salem Township roads from December 1, 2015 through May 15, 2016. Contingent on any road maintenance agreement with Salem Township signed with any Company. This action is taken upon the request and approval of Salem Township Trustees.

VOTE: Belle Everett, yes;  
Kerry Metzger, absent;  
Chris Abbuhl, yes;

RESOLUTION (983-2015) RUMA – Marathon Pipe Line LLC – CR 110/90/89/112

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the following Road Use Maintenance Agreement with Marathon Pipe Line LLC as approved by Joe Bachman, County Engineer and Robert Stephenson, Assistant County Prosecutor:

**TUSCARAWAS COUNTY, OHIO**  
**ROADWAY USE AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT** is entered into at New Philadelphia, Ohio, by and between Tuscarawas County, Ohio, a political subdivision, whose mailing address is 832 Front Avenue SW, New Philadelphia, Ohio 44663 (hereafter "Authority"), and Marathon Pipe Line LLC, whose address is 539 S. Main Street, Findlay, Ohio 45840 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county roads within Warren and Sandy Townships, in Tuscarawas County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain pipeline right of way, and intends to construct the Cornerstone Pipeline, including the equipment and facilities necessary for the operation of the Cornerstone Pipeline located in Warren and Sandy Townships, in Tuscarawas County, Ohio; and

**WHEREAS**, Operator intends to commence use of 3 miles of C R-110, Lindentree Road NE, 8 miles of CR-90, New Cumberland Road NE, 1 mile of CR-89, Henderson School Road NE and .25 mile of CR-112, Briar Road NE for the purpose of ingress to and egress from the Cornerstone Pipeline right of way; 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 Construction 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-Construction Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Construction Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Construction 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-110, Lindentree Road NE, to be utilized by Operator hereunder, is that exclusive portion beginning at SR-800 and ending at the County Line. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-110, Lindentree Road NE for any of its Construction Activities hereunder.

2. The portion of CR-90, New Cumberland Road NE, to be utilized by Operator hereunder, is that exclusive portion beginning at SR-800 to the intersection at TR-395, Buck Hollow Road NE. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-90, New Cumberland Road NE for any of its Construction Activities hereunder.

2a. The portion of CR-89, Henderson School Road NE, to be utilized by Operator hereunder, is that exclusive portion beginning at SR-212 to the intersection at TR-395, Buck Hollow Road NE. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-89, Henderson School Road NE for any of its Construction Activities hereunder.

2b. The portion of CR-112, Briar Road NE, to be utilized by Operator hereunder, is that exclusive portion beginning at CR-90 New Cumberland Road NE to the County Line. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-112, Briar Road NE for any of its Construction 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 Construction 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 Construction 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 Tuscarawas 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 Construction 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 Construction Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Construction Activity on the 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 Construction Activity on the Route by Operator. The amount of the bond or surety shall be in an amount no greater than Ten Thousand & 00/100 DOLLARS (\$10,000.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
- a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the construction of the pipeline.
  - 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, mutually 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 shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs 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 Construction Activity whatsoever.
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

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

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

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

15. This Agreement shall be in effect on October 22, 2015.

Executed in duplicate on the dates set forth below.

**Authority**

**Operator**

By: Belle Everett  
Commissioner/Trustee

By: Edward D. May



By: COMMISSIONER METZGER, ABSENT;  
Commissioner/Trustee

Printed name: Edward D. May

By: Chris Alkahl  
Commissioner/Trustee

Company Name: Marathon Pipe Line LLC

By: Joe Bach  
County Engineer

Title: Field Services Manager

Dated: 10/29/15

Dated: 10/19/15

Approved as to Form: [Signature]  
County Prosecutor



**Appendix A**

Operator shall be required to:

- 1) Provide for videotaping of the road prior to Construction Activity.
- 2) Maintain CR during Construction Activities for those damages caused by said Construction Activities.
- 3) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Construction Activities.

Authority shall:

- 1) Provide for minor maintenance of the road during the Construction Activity for damages not caused by said Construction Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Construction Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.



PERFORMANCE BOND

Bond 285050187

KNOW ALL BY THESE PRESENTS, That we, Marathon Pipe Line LLC

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

, a corporation duly organized under the laws of the State of

Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto

Tuscarawas County Commissioners, New Philadelphia, OH

, (hereinafter called the Obligee), in the sum of One Hundred Twenty-two Thousand Five

Hundred Dollars And Zero Cents ( \$122,500.00 ) Dollars

for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of October, 2015.

WHEREAS, said Principal has entered into a Contract with said Obligee, dated \_\_\_\_\_,

for Road Use and Maintenance Agreement

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

Speedway LLC Principal

By Lisa D. Wilson  
Lisa D. Wilson - Assistant Treasurer



Liberty Mutual Insurance Company

By Michael D. Ray, Jr.  
Michael D. Ray, Jr. Attorney-in-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6228071

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael D. Ray, Jr.; Nancy J. Willeke; Rebecca W. Bowman

all of the city of Findlay, state of OH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of September, 2014.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of OCTOBER, 2015.

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

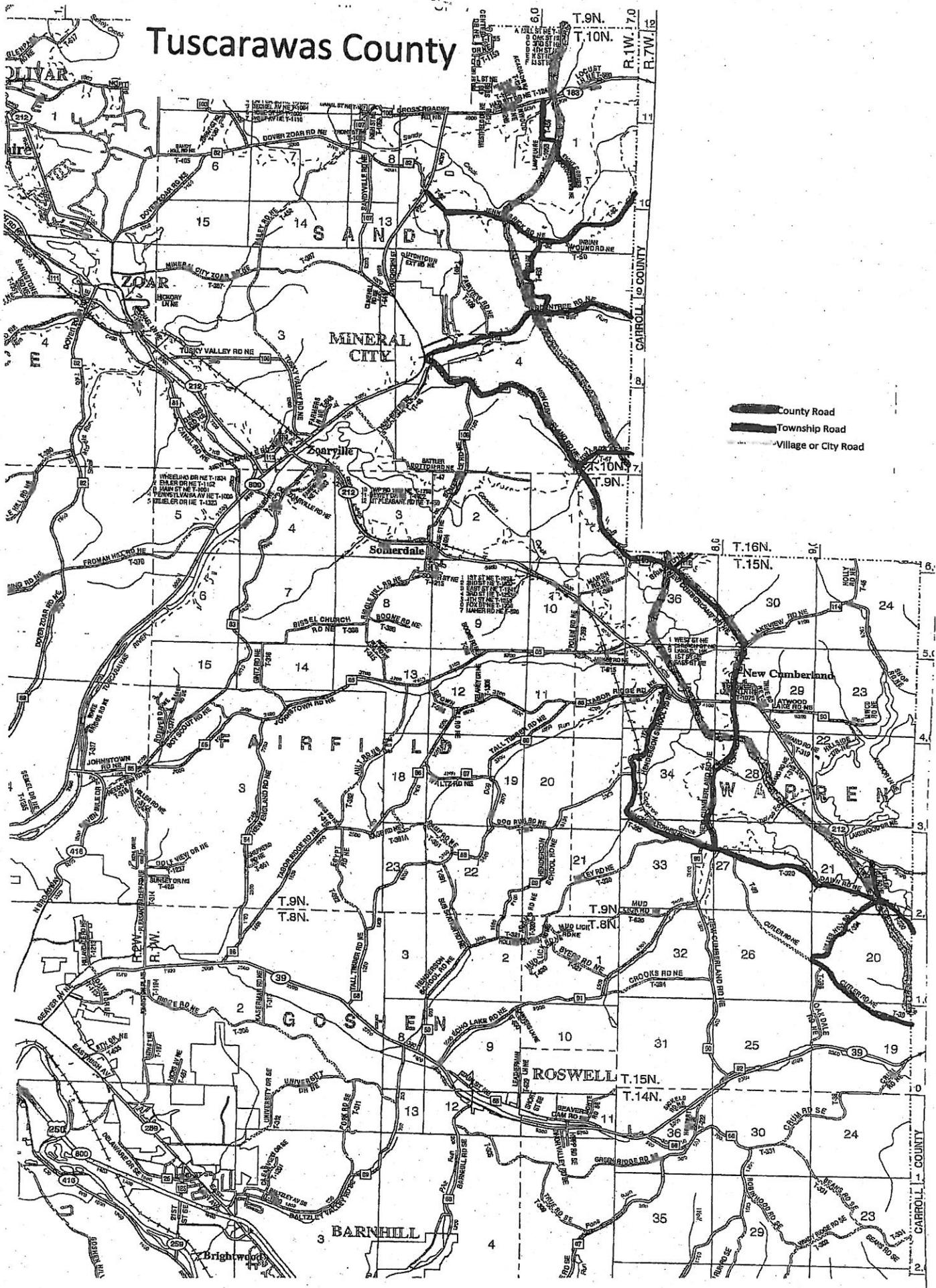
**LETTER OF AUTHORITY**

For the Marathon Pipe Line LLC Cornerstone Pipeline

In case of an emergency, please call the persons below in order until you reach someone to handle your situation. Please call Linda Lothes 740-336-0052 (linda.lothes@percheronllc.com) for non-emergency questions or situations.

1. Josh Robertson, Landman, Price Gregory 713-806-4418
2. Tim Stoffer, Asst. Superintendent, Price Gregory 281-841-5660
3. Russell York, Superintendent, Price Gregory 713-824-7504
4. Brad Stahl, Engineer, Marathon 419-619-2892





VOTE:

Belle Everett, yes;  
 Kerry Metzger, absent;  
 Chris Abbuhl, yes;

## RESOLUTION (984-2015)

## PAY BILLS

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve for payment the following bills:

**Auditor**

Asset Works	Software Update 2015	1,400.00
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**Clerk of Courts**

Bloom's	Supplies	3,035.00
Frontier	Service	50.38

**Commissioners**

Go Shred	Shredding Services	150.00
Kayline	Supplies	400.32

**Dog Pound**

Rose Products	Supplies	499.95
American Electric Power	Electric	449.71

**Engineer**

Dominion East Ohio Gas	Gas Service	143.73
CCAO Conference Account	Winter Conference Registration	325.00
Galicks	Bridge & Culvert Supplies	1,715.00
American Electric Power	Electric	1,359.79

**Job & Family Services**

Jefferson County Dept of JFS	Training	25.00
Joyce Beckett	KPIP	525.00
Mark & Stephanie Haney	FC Pictures	35.00
Stephanie Somers	KPIP	900.00
Louis Luxemburg	KPIP	600.00
Daniel Millard	FC Glasses	115.29
Chrysalis Counseling Center	Prevention/Therapy	321.00
Ramond & Laura Miller	FC Clothing Reimb	91.34
Julia Page Family Center	FC Clothing Reimb	150.00
Patricia Carroll	FC School Uniforms	134.40
Community Mental Healthcare	Court Testimony	165.00
Dr Nicholas Varrati MD	Drug Screen	158.00
RE Michael Company	Kinship/Home Repairs	1,124.00
Deborah Mauriello	IV-E Daycare	950.00
All About Children	IV-E Daycare	25.11
Sandra Jones	KPIP	300.00
Ramer Greenwalt	KPIP	1,200.00
Community Mental Healthcare	FACES/Evaluation	264.00
Randy Colaner	Kinship/Rent	1,200.00
American Electric Power	Kinship/Electric	323.92
Dominion East Ohio Gas	Kinship/Gas Bill	124.96
Tusc Co Health Department	Birth Certificates	150.00
Scott Miller	Diversions	848.00
Mark & Stephanie Haney	Transportation	53.36
Patti Wendling	Travel	18.40
Geoffrey Geers	Travel	145.13
Lisa Wodkowski	Travel & Training	111.20
George LeMay	Travel	57.38
Marie King	Travel	15.00
Kayla Boswell	Travel	15.00
Nichole Peoples	Travel	8.02
Timothy Haswell	Travel	118.22
Treasurer Tusc Co	Reimb PCSA Supervised Visits	11,851.99

**Juvenile/Probate**

Times Reporter	Legal Advertising	155.00
Staples	Supplies	89.98
Staples	Supplies	273.91
Jane Gingrich	Guardianship Investigation Fees	125.00
Independence Business Supply	Supplies	79.50
Linda Kate	Reimb/Registration	555.00

<b>Prosecutor</b>		
Treasurer Tusc Co	Audit Fees	81.93
<b>Public Defender</b>		
Staples	Supplies	500.66
Frontier Communications	Service	325.13
Gerald Latanich	Travel	254.83
<b>Recorder</b>		
Media Plus	Supplies	101.00
Spectra	Supplies	205.95
Hilton Columbus at Easton	Lodging	244.00
<b>Treasurer</b>		
Tusc Co Recorder	Lien Release Fee	32.00
<b>Veterans</b>		
Midas Auto Service	Service	27.38
Comdoc	Services	154.00
Comdoc	Service	132.00
Senior Centers	Transportation	390.00
Society for Equal Access	Transportation	10,174.30
Finishing Touch Carpet Cleaning	Cleaning Services	300.00
Finishing Touch Carpet Cleaning	Cleaning Services	408.00
Haugh Construction	App # 3/Construction	48,557.11
Veterans Information Service	Subscription	55.00
Flags for Veterans	Hats w/Tusc Co Honor Team	1,359.00
The Novelty Advertising Co	Pens w/ Imprint	705.82
<b>Water &amp; Sewer</b>		
Reidl's	Vehicle Repair	255.28
Rex Pipe	Materials	52.93
Univar	Materials	193.00
Charles Rewinding	Materials	53.93
Verizon Wireless	Cell Phone Service	215.67
American Electric Power	Electric Service	391.41
Ohio Pump	Repairs	215.00
Walters Environmental Consulting	Distribution System Class	350.00
Mike Jones	Reimb/Postage	5.72
US Postal Service	Stamps	24.00
HD Supply	Materials	601.38
HD Supply	Materials	2,718.64
Univar	Materials	720.64
Univar	Materials	297.20
Haueter Landscaping	Contract Services	400.00
Troy Panelis	Cleaning Services	320.00
American Electric Power	Electric Service	91.76
AT & T	Service	53.36
Northeast Ohio Natural Gas	Utility	23.12

VOTE: Belle Everett, yes;  
 Kerry Metzger, absent;  
 Chris Abbuhl, yes;

**OTHER BUSINESS:**

Commissioner Everett discussed the County Commissioner's Association of Ohio meeting she attended regarding energy programs. She found this meeting to be very informative and interesting. There are currently 52 counties participating in the CCAO Gas Aggregate Program with 51 counties participating in the CCAO Electric Aggregate Program. Solar energy credits and programs were discussed. Commissioner Everett is hoping the 30% tax credit for solar programs will be reinstated. Allen County would like to participate in the Solar Energy Program but it is hard to find the acreage needed as they do not want to take property out of activity such as farming. Commissioner Abbuhl discussed the solar energy program Newcomerstown Schools participated in with a grant to install some solar energy components.

*NO FURTHER BUSINESS COMING BEFORE THE BOARD.*

**RESOLUTION (985-2015) ADJOURN**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to adjourn at 9:14 a.m. to meet in Regular Session, Monday, the 2nd day of November, 2015.

VOTE: Belle Everett, yes;  
Kerry Metzger, absent;  
Chris Abbuhl, yes;

*We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.*



COMMISSIONER METZGER, ABSENT;



Attest:   
Acting Clerk of the Board

