

Record of Proceedings

**Minutes of the Regular Trustee Meeting Held at 1219 St. Rt. 183 in Atwater, Ohio;
on December 11, 2018 @ 7:04 pm**

ATTENDANCE

Trustees Lynn Whittlesey, Peggy Baine, John Kovacich, Fiscal Officer, Linda Allen, Mel Russel, Walt Baine, Martha Bevard, Michael Stankiewicz, Phil Cox, Dave Brannon, Shirley McAlicher, Tom Nellis, Mitchell from Pin Oak, MaryJane Schuck, and Mr. & Mrs. Kevin Warner were all in attendance.

John Kovacich called the Regular Meeting to order at 7:04 pm. Roll Call: Lynn Whittlesey – yes, Peggy Baine – yes, John Kovacich – yes.

John Kovacich asked if the Board received and reviewed the November 27, 2018 Regular Meeting Minutes. Lynn moved to approve the November 27, 2018 Regular Meeting Minutes. Peggy second Roll Call: Lynn Whittlesey –yes, Peggy Baine – yes, John Kovacich – yes. Motion Carried.

MaryJane Schuck spoke about her property that butts up to Stark Parks property. Stark Park allows hunting on their property, and have their map marked to show that there is hunting on Mary Jane's property. Stark Parks has admitted that they goofed. Mary Jane would also like to see something done with the people who park on the bridges surrounding Walborn Reservoir making it a unsafe environment. Portage County Engineers gave us the ok to post NO Parking signs along the road, however, the bridge belongs to Stark Parks. John to follow up on this.

COMMUNICATIONS

NOPEC grant application approved

Certificate of Election

FINANCIALS

John Kovacich asked if there were any corrections or additions to the Financial Statement. Lynn moved to approve the financial reports. John second Roll Call: Lynn Whittlesey – yes, Peggy Baine – yes, John Kovacich – yes. Motion Carried.

FIRE DEPARTMENT

Old Business & New Business

Mitchell from Pin Oaks answered questions concerning the new pipeline: Yes there will be a noticeable odor associated with the gas so that it may be detected. Their maintenance will keep an eye on the lines. They will be putting in plastic lines, as they are not prone to rot. Pin Oak will pay for the labor to install our line; we will purchase the material. Meter will be at the AFD. Plans are to run the gas line to back of AFD then run an overhead pipe. We will be running dual lines, one from Pin Oak, one from Dominion Gas. Pin Oak will be supplying us with 200,000 mcf per year. The excess gas will be purchased from Pin Oak at their selling price.

John mad a motion to accept Pin Oaks pipeline right of way contract. Peggy second. Roll Call: Lynn Whittlesey – abstain, Peggy Baine – yes, John Kovacich – yes. Motion Carried.

PIPELINE RIGHT OF WAY

Be it hereby known and understood that the ATWATER TOWNSHIP TRUSTEES, being the elected governing body of the unincorporated township of Atwater, Portage County, Ohio, whose mailing address is P. O. Box 9, Atwater, Ohio 44201 (hereinafter "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant, and convey unto PIN OAK ENERGY PARTNERS LLC, an Ohio limited liability company, whose address is 209 S. Main Street, 5th Floor, Akron, Ohio 44308 (hereinafter "Grantee"), the right to lay, operate, maintain, repair, and remove a natural gas pipeline, all of which shall be underground, with the right to make connections thereto, change the size of, replace and/or reinstall any such pipeline underground at any time, with drips, valves, the right to place and remove meters,

and other necessary appurtenances thereto for the transportation of petroleum, natural gas and/or their constituents through the land of the Grantor (the "Premises"), with the right of ingress and egress to and from such underground pipeline and meters. No part of the pipeline, its drips, valves, meters or any appurtenance to such pipeline shall be above-ground, with all parts of the pipeline, drips, valves, meters and appurtenances to be located through the Premises shall be above-ground, but all to be underground. In the event that the pipeline permanently ceases to be used to transport petroleum, natural gas and/or their constituent, then this Pipeline Right of Way shall automatically terminate, and the Grantee shall remain all parts of the pipeline from the Premises and restore the Premises to as near its natural condition as practicable. The Premises are known and described as follows, to wit: Tax Id # 01-029-00-00-019-000, 2.118 Acres, and bounded in each direction by lands now or formerly owned On the North by: Waterloo Road On the East by: L. Whittlesey On the South by: L. Whittlesey On the West by: E. & S. Ross Description of right of way – The right of way granted by Grantor to Grantee hereunder shall be approximately 30 feet in width (centered on the pipeline installed). The route of the Pipeline Right of Way through the Premises shall be as near as practicable to that depicted on the map marked as Exhibit "A", which is attached hereto and made a part hereof. Payments – It is understood and agreed that within thirty (30) days following completion of the actual installation of the initial pipeline installed under this Pipeline Right of Way, Grantee shall tender as full and complete consideration for this Pipeline Right of Way an amount equal to: \$2.00 per linear foot of pipeline installed. Such payment made to the Grantor pursuant to this agreement shall be made by the Grantee by check, payable and mailed or delivered to the Grantor. Damages – The Grantor shall fully use and enjoy the Premises except for the purposes herein granted to the Grantee, but the Grantor shall not inhibit, nor interfere with the Grantee in the exercise of any of its rights as herein granted. The Grantee hereby agrees to further compensate Grantors for actual damages that may arise to fields, fencing, crops and timber in Grantee's acts of laying, maintaining, changing and removing any installed pipeline. Grantee agrees to repair or replace portions of any field irrigation systems or drainage tiles damaged by Grantee or its representatives during Grantee's operations in a timely manner. In addition, in the event any activity carried out by Grantee pursuant to this agreement damages fresh water ponds on Grantors' Premises, Grantee shall, at its sole cost and expense, use its best efforts to repair or correct any such damage. Grantee hereby agrees to indemnify and defend the Grantor and hold the Grantor harmless from any and all claims and causes of action for damages to property and injury to persons that may arise in any way from the use of the Premises by the Grantee. If any damages resulting from Grantee's operations hereunder cannot be mutually agreed upon, the same shall be ascertained and determined by three (3) disinterested persons, one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three (3) persons shall be final and conclusive.

It is understood that this grant contains and expresses all the agreements and obligations of the parties hereto with respect to the rights herein granted, and no covenant, agreement, or obligation not expressed herein shall be imposed upon the parties hereto, their heirs, successors and assigns, unless in writing and executed by both Grantor and Grantee. The terms and provisions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representations, administrators, successors and assigns. IN WITNESS WHEREOF, the Grantor and Grantee have each duly signed their names this 11 day of November, 2018

Mel gave the gas/diesel report for November. Road Department used 23.1 gallons of gas and 179.40 gallons of diesel. The AFD used 42.5 gallons of gas and 136.8 gallons of diesel.

Mel gave the November Monthly Fire Department Run Report. We had a total of 29 incidents in October. We are about 40 behind last year this time.

Indemnity Board will be voted on last meeting of the year.

Mel will find plumber to install new gas line at AFD

Peggy made a motion to purchase 12 complete uniforms and boots at an estimated cost of \$2,000.00 John second. Roll Call: Lynn Whittlesey – yes, Peggy Bainey – yes, John Kovacich – yes. Motion Carried.

ROAD DEPARTMENT
Old Business & New Business

Lynn mentioned the letter from Ohio Edison concerning the light pole at Bank and Waterloo that a car hit. Ohio Edison has not been able to locate the responsible party. Therefore, they sent us a bill for \$1,600.00 for replacement of pole. Lynn spoke to OTARMA and this is not our responsibility. Advised us to just wait until it goes away.

John said that Tim did order salt and we received it the next day. We had 25 tons delivered.

At the next meeting we will pay off the paving of German Church.

Dave Brannon asked if we had any plans to do something with the berm on Whittlesey where the Randolph Fire Truck ran off the road and ruined the berm. John said Tim will take a look at, but nothing will probably be done until the spring.

ZONING
Old & New Business

No permits issued.

Phil Cox stated that the Zoning Commission had its meeting last Thursday.

The Health Department has received a complaint on the home on Whittlesey across from Chittenden which towed in a Motor Home and is using as additional living space.

Peggy made a motion to reappoint Vicki Brock to the Zoning Commission and Scott Bean's to the Zoning Appeals Board. John second. Roll Call: Lynn Whittlesey – yes, Peggy Baine – yes, John Kovacich – yes. Motion Carried.

We are waiting to hear back from Jennifer at NDS regarding the property at 1405 Whittlesey.

Phil questioned what the next move was for the trailer on Whittlesey that burnt. He stated we could tear down and put the money for the bill on the homeowners' taxes or turn over to a collection agency.

Phil also requested copies of all letters that Dan sends out.

CEMETERY/REAL ESTATE/PARK

Lynn made a motion to appoint John as Representative to the Portage County Regional Planning Commission. Peggy second. Roll Call: Lynn Whittlesey – yes, Peggy Baine – yes, John Kovacich – yes. Motion Carried.

John made a motion to appoint Lynn as Alternate to the Portage County Regional Planning Commission. Peggy second. Roll Call: Lynn Whittlesey – yes, Peggy Baine – yes, John Kovacich – yes. Motion Carried.

ADMINISTRATION

Old Business & New Business

Lynn made a motion to appoint John as Representative to the Portage County Regional Planning Commission. Peggy second. Roll Call: Lynn Whittlesey – yes, Peggy Baine – yes, John Kovacich – yes. Motion Carried.

John made a motion to appoint Lynn as Alternate to the Portage County Regional Planning Commission. Peggy second. Roll Call: Lynn Whittlesey – yes, Peggy Baine – yes, John Kovacich – yes. Motion Carried.

Linda requested a motion to approve Receipts 230-2018 thru 234-2018 totaling \$14,235.77. Peggy moved to approve, Lynn second. Roll Call: Lynn Whittlesey –yes, Peggy Bainey – yes, John Kovacich – yes. Motion Carried.

Linda requested a motion to approve Blanket Certificate 23-2018 totaling \$1,000.00. Peggy moved to approve, Lynn second. Roll Call: Lynn Whittlesey –yes, Peggy Bainey – yes, John Kovacich – yes. Motion Carried.

Linda requested a motion to approve Purchase Orders 37-2018 thru 41-2018 totaling \$10,445.31. Peggy moved to approve, John second. Roll Call: Lynn Whittlesey –yes, Peggy Bainey – yes, John Kovacich – yes. Motion Carried.

Linda requested a motion to approve Electronic Funds 307-2018 & 308.2018 totaling \$2,631.15. Peggy moved to approve, John second. Roll Call: Lynn Whittlesey –yes, Peggy Bainey – yes, John Kovacich – yes. Motion Carried.

Linda requests a motion to approve Warrants 35477 thru 35493 totaling \$16,214.95. Peggy moved to approve, Lynn second. Roll Call: Lynn Whittlesey – yes, Peggy Bainey – yes, John Kovacich – yes. Motion Carried.

Linda requests a motion to approve Payroll Warrant 35495 thru 35498 totaling \$1,532.64. Peggy moved to approve, John second. Roll Call: Lynn Whittlesey – yes, Peggy Bainey – yes, John Kovacich – yes. Motion Carried.

Linda requests a motion to approve Direct Deposit Payroll warrants 293-2018 through 303-2018 totaling \$7,286.55. Peggy moved to approve, John second. Roll Call: Lynn Whittlesey – yes, Peggy Bainey – yes, John Kovacich – yes. Motion Carried.

Linda requests a motion to approve Road Department Payroll Warrants 35494 and 35499 totaling \$2,694.37. Peggy moved to approve, John second. Roll Call: Lynn Whittlesey – yes, Peggy Bainey – yes, John Kovacich – yes. Motion Carried.

John motioned at 8:37 pm to pay bills, Peggy second. Roll Call: Lynn Whittlesey – yes, Peggy Bainey – yes, John Kovacich – yes. Motion Carried.


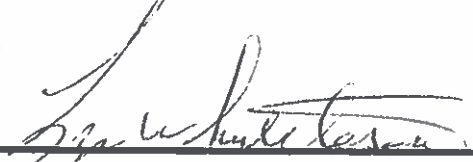
John motioned at 8:38 pm to go back into Regular session Peggy second. Roll Call: Lynn Whittlesey – yes, Peggy Bainey – yes, John Kovacich – yes. Motion Carried.

John motioned to adjourn the meeting at 8:39 pm Peggy seconded. Roll Call: Lynn Whittlesey –yes, Peggy Bainey – yes, John Kovacich – yes. Motion carried.

ANNOUNCEMENTS

Fill a cruiser December 15th at Dollar General

December 15th @ Methodist Church hand dipped candy

X  X 
Trustee Trustee

X  X 

AGREEMENT FOR DELIVERY AND USE OF GAS
(PROVIDED AS CONSIDERATION FOR PIPELINE RIGHT OF WAY)

THIS AGREEMENT, made this ____ day of December 2018, is by and between **ATWATER TOWNSHIP TRUSTEES**, being the elected governing body of the unincorporated township of Atwater, Portage County, Ohio, whose mailing address is P. O. Box 9, Atwater, OH 44201 (hereafter "Atwater Township") and Pin Oak Energy Partners LLC, whose address is 209 South Main Street, 5th Floor, Akron, OH 44308 (hereafter "Pin Oak Energy"). Atwater Township being the entity entitled to delivery and use of gas in accordance with that certain Pipeline Right of Way dated December ____, 2018, between Atwater Township, as Grantor, and Pin Oak Energy, as Grantee (the "Right of Way").

In consideration of the Right of Way, Atwater Township and Pin Oak Energy hereby understand and agree as follows:

1. Atwater Township's right to receive and use gas is derived solely as a result of granting Pin Oak Energy the Right of Way, and the delivery of gas by Pin Oak Energy is not to be construed as Atwater Township's right to be supplied with gas under any other condition or circumstance.
2. Atwater Township will provide, or will already have provided, at its sole costs and expense, any necessary service line, fixtures, fittings, valves and meter from and after the outlet side of the valve installed by Pin Oak Energy, all of which shall be done in accordance with the specifications of Pin Oak Energy. Furthermore, Atwater Township agrees to have a certified plumber or similar qualified installer make all installations of Atwater Township's equipment as required hereunder. The Atwater Township hereby agrees to comply with all the conditions of this paragraph before any gas is turned on and delivered to Atwater Township.
 - a. At all times while gas is provided hereunder, Atwater Township agrees to service, repair, and maintain in good and safe condition, all service lines, fixtures, equipment and facilities, and parts and appurtenances thereof, that are owned or installed by Atwater Township hereunder; and,
 - b. Atwater Township covenants and agrees to indemnify and hold Pin Oak Energy harmless from any loss, risk, expense, cost, damage or liability incurred or arising out of Atwater Township's use, maintenance, repair, and/or ownership of the same.
3. Atwater Township hereby agrees to use the gas supplied by Pin Oak Energy pursuant to this Agreement, as well as Pin Oak Energy's general policies related to such use.
4. The volume of gas to which Atwater Township is entitled hereunder, free of cost, is **200 MCF (200,000 cubic feet)** annually. If Atwater Township's consumption, on an annualized basis, exceeds this allotted free volume (the "Consumed Overage"), Atwater Township agrees to pay Pin Oak Energy for the value of such Consumed Overage at no less than the price Pin Oak Energy would have received if it had been able to sell such gas with its normal monthly production. Atwater Township shall pay Pin Oak Energy for any such Consumed Overage within twenty (20) days from receipt of Pin Oak Energy's invoice for the same. If any such payment becomes delinquent (i.e. - greater than 1 day past due), Pin Oak Energy may apply a delinquent fee of \$1.00 for each day beyond the 20 day due period that the invoice is not paid.

5. With little or no notice, Pin Oak Energy or its authorized agent shall have the right to shut off the gas and remove its equipment, if deemed necessary, at any time for any of the following reasons: (1) for any emergency response and/or repairs; (2) either temporary or permanent failure in the supply of gas; (3) removal of Pin Oak Energy's gas pipeline/collecting lines; (4) failure, neglect or refusal of Atwater Township to maintain regulators, lines, fixtures, appliances, equipment, etc., in good condition so as to prevent leakage or waste of gas; (5) for violation of any of the provisions of this Agreement; (6) for fraudulent tampering with service lines, connections, regulators, meter or other appurtenances; (7) failure to pay for any Consumed Overage that is greater than 30 days past due; (8) for Atwater Township knowingly allowing the unauthorized use of gas by anyone other than Atwater Township.
6. Pin Oak Energy may, without notice to Atwater Township, interrupt the delivery of gas to Atwater Township, whenever in its sole judgment such action is essential to the preservation or conservation of the health, safety or property of Pin Oak Energy or its employees, or Atwater Township, or the public in general.
7. This Agreement shall supplement the use and delivery of gas to Atwater Township as set forth in the Right of Way. In the event of a conflict of any term or condition of the Right of Way and this Agreement, the corresponding term and condition of this Agreement shall take precedence and control.
8. This Agreement shall be binding upon the heirs, successors, and assigns of Atwater Township.

This Agreement is executed as of the date first above written.

ATWATER TOWNSHIP TRUSTEES

PIN OAK ENERGY PARTNERS LLC

By: _____

By: _____

The _____ of the Board of Township
Trustees of Atwater Township, Portage Co., Ohio

Mark. H. Van Tyne
Its: Chief Business Development Officer

This Instrument Prepared By:
Pin Oak Energy Partners LLC
209 South Main St. 5th Fl
Akron, Ohio 44308