

St. Clairsville, Ohio

February 25, 2015

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Kathy Marino, Assistant 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 ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Coffland, seconded by Mr. Thomas, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-Digital Data Communications	Windows server/OnBase Upgrade-Public Defender/General Fund	290.54
A-DLT Solutions, LLC	Subscription-GIS Project/General Fund	5,233.51
A-Wheeling Office Supply	Supplies-Prosecutor/General Fund	431.03
B-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	463.32
E-AP Wireless Investments	Tower lease payment/911 Fund	660.00
S-AT&T	Internet/Eastern Ct. General Special Projects Fund	22.50
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	112.76
Y-CEBCO	Hospitalization Insurance/Employer's Share Holding Account	442,670.58
Y-Eric Reynolds	Unclaimed foreclosure/Unclaimed Foreclosure Funds	11,850.14
Y-Shelly & Sands, Inc.	Eng. Proj. 14-4N. 26 th St. Paving/Issue Two Match Monies	106,583.18

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the Recapitulation of Vouchers dated for February 25, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$46,182.62
A-GENERAL/AUDITOR	\$4,599.16
A-GENERAL/PROBATE	\$332.00
A-GENERAL/RECORDER	\$489.99
A-GENERAL/SHERIFF	\$6,314.73
A-GENERAL/TREASURER	\$393.99
A-GENERAL/Western Div. Court	\$1,986.88
A-GENERAL/911	\$1,417.10
B-Dog Kennel Fund	\$6,934.01
C-Indigent Guardianship Fund	\$425.00
H-Job & Family, Family & Children First Council	\$18,287.35; \$13,351.00; \$14,712.58
H-Job & Family, Public Assistance	\$45.00; \$88.90; \$237.31; \$24,420.75
H-Job & Family, WIA	\$142,912.69; \$24,320.00; \$14,500.00; \$21,898.65
J-Real Estate Assessment	\$4,772.85
M-Juvenile Ct. – Placement II	\$4,359.10
M-Juvenile Ct. – Title IV-E Reimb.	\$36.23
P-Oakview Admn Building	\$3,750.24
P-Sanitary Sewer District	\$2,130.91; \$63,112.70; \$760.19; \$8,340.63; \$116.81; \$43.62
S-Certificate of Title Adm Fund	\$172.60; \$323.71
S-District Detention Home	\$8,124.47
S-Job & Family, Children Services	\$30,245.00; \$5,830.75
S-Juvenile Ct. Computer Fund	\$462.34
S-Northern Ct. Gen. Special Projects	\$197.50
S-Oakview Juvenile Residential Center	\$47.88; 4,673.47
S-Probate Court Special Projects	\$290.54
S-Senior Services	\$24,608.94
S-Western Div. Court Computer Fund	\$352.22
S-Western Ct. Gen. Special Projects	\$39.28
U-Sheriff's Reserve Account	\$956.69
W-CEBCO Wellness Grant	\$93.66

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Absent

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers within fund:

GENERAL FUND/SHERIFF

FROM	TO	AMOUNT
E-0131-A006-A03.002 Salaries/Jail	E-0131-A006-A15.007 Unemployment	\$1,136.36

L05 WATERSHED COORDINATOR FUND/BSWCD

FROM	TO	AMOUNT
E-1815-L005-L13.005 Medicare	E-1815-L005-L01.002 Salaries	\$1,500.00
E-1815-L005-L11.003 PERS	E-1815-L005-L01.002 Salaries	\$ 500.00

M60 JUVENILE COURT/CARE & CUSTODY

FROM	TO	AMOUNT
E-0400-M060-M25.002 Salaries C-CAP	E-0400-M060-M71.002 Salaries-Substance Abuse	\$1,000.00

BCSSD/VARIOUS

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P22.000 Contract Repairs	\$6,000.00
E-3704-P051-P16.074 Transfers Out	E-3704-P051-P07.011 Contract Services	\$2,000.00
E-3706-P056-P16.074 Transfers Out	E-3706-P056-P07.011 Contract Services	\$1,000.00

S17 CHILDREN SERVICES FUND/BCDJFS

FROM	TO	AMOUNT
E-2765-S017-S22.011 Contract Services	E-2765-S017-S28.000 Protect Ohio	\$650,000.00
Upon roll call the vote was as follows:		
	Mr. Thomas	Yes
	Mrs. Favede	Yes
	Mr. Coffland	Yes

IN THE MATTER OF TRANSFER BETWEEN FUNDS

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers between funds:

T10 WATER & SEWER GUARANTEE DEPOSIT FUND AND VARIOUS FUNDS

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$435.61
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$207.63
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$69.69
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$115.67
Upon roll call the vote was as follows:		
	Mr. Thomas	Yes
	Mrs. Favede	Yes
	Mr. Coffland	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN LIFE INSURANCE

CHARGEBACKS FOR THE THIRD QUARTER PERIOD: (DEC. 2014, JAN. & FEB. 2015)

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Fort Dearborn Life Insurance Chargebacks for the Third Quarter (Dec. 2014, Jan & Feb, 2015.)

Transfer From	Transfer To	Amount
E-0256-A014-A09.006 TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,977.84
E-1551-S088-S03.006 CTY CT PROBATION	R-9891-Y091-Y05.500	0.00
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y05.500	38.25
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y05.500	58.68
E-1410-W082-T097.006 TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y05.500	30.60
E-0910-S033-S47.006 D.D.HOME	R-9891-Y091-Y05.500	175.95
E-5005-S070-S22.006 SENIOR PROGRAM	R-9891-Y091-Y05.500	287.15
E-1571-S087-S03.006 EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	12.75
E-1561-S086-S03.006 NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006 WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	15.30
E-1310-J000-J06.000 REAL ESTATE ASSESS	R-9891-Y091-Y05.500	38.25
E-2811-K200-K10.006 ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	8.94
E-2812-K000-K20.006 ENGINEER K-11	R-9891-Y091-Y05.500	183.60
E-2813-K000-K39.006 ENGINEER K-25	R-9891-Y091-Y05.500	55.26
E-3701-P003-P31.000 WATER/SEWER WWS #2	R-9891-Y091-Y05.500	43.28
E-3702-P005.P31.000 WATER/SEWER WWS #3	R-9891-Y091-Y05.500	138.58
E-3704-P051-P15.000 WATER/SEWER SSD #1	R-9891-Y091-Y05.500	25.77
E-3705-P053-P15.000 WATER/SEWER SSD #2	R-9891-Y091-Y05.500	34.20
E-3706-P055.P15.000 WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	4.17
E-3707-P056-P15.000 WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.38
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y05.500	12.75
E-1815-L005-L15.006 SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	7.65
E-6010-S079-S07.006 CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	53.55
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y05.500	112.23
E-2510-H000-H16.006 DJFS	R-9891-Y091-Y05.500	663.03
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y05.500	79.11
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y05.500	25.50
E-2213-F075-F02.003 VITAL STATISTICS	R-9891-Y091-Y05.500	0.00
E-2215-F077-F01.002 REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	17.00
E-2231-F083-F01.002 PUBLIC HLTH EMERGENCY PREPAREDNESS	R-9891-Y091-Y05.500	3.84
E-2232-F084-F02.008 NURSING PROGRAM	R-9891-Y091-Y05.500	0.00
E-2218-G000-G06.003 FOOD SERVICE	R-9891-Y091-Y05.500	34.00
E-4110-T075-T52.008 W.I.C. PROGRAM	R-9891-Y091-Y05.500	45.90

E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	32.34
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	7.65
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	7.65
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	20.40
E-0400-M060-M75.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.30
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.30
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.85
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	7.65
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	2.55
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	2.55
E1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	2.55
Total amount this transfer			2,338.46

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated February 25, 2015, 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 or order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Linda Kinter to travel to Marysville, OH, on Feb. 24, 2015, to attend Ohio Benefits Monthly Meeting. Estimated expenses: \$12.00
Michael Schlanz, Sarah Smith, & John Purtiman to travel to Steubenville, OH, on March 11, 2015, to attend On Job Training by State Staff. Estimated expenses: \$36.00

Vince Gianangeli to travel to Columbus, OH, on April 23-24, 2015, to attend PCSAO New Executives Orientation. Estimated expenses: \$351.60

SENIOR SERVICES – Sue Neavin and seniors to travel to Wheeling, WV, on March 26, 2015, for a senior center outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

Note: Commissioner Favede briefly stepped out of the meeting.

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 11, 2015.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Absent

IN THE MATTER OF APPROVING AND SIGNING THE SETTLEMENT STATEMENT, CONTINGENT UPON DOCUMENT BEING EXECUTED BY SELLERS, AUTHORIZING THE PURCHASE OF THE FORMER FLUSHING POST OFFICE TO BE USED AS THE FLUSHING SENIOR CENTER/SENIOR SERVICES

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve and sign the Settlement Statement, contingent upon receipt of this document being executed by the Sellers, authorizing the purchase of the former Flushing Post Office from John A. Bugala, Marsha Kanyuch, Jay A. Bugala, Joseph A. Bugala to be used as the Flushing Senior Center by Senior Services of Belmont County.

SETTLEMENT STATEMENT

JOHN A. BUGALA, MARSHA KANYUCH, JAY A. BUGALA, JOSEPH A. BUGALA TO BELMONT COUNTY, OHIO, A POLITICAL SUBDIVISION
February _____, 2015

SELLER:

Purchase Price \$ 80,000.00

Less: Conveyance Fee to Belmont County Auditor	EXEMPT
Credit for Prorated Taxes Thru 2-15-15	\$ 105.73
Record Affidavit of Confirmation	\$ 53.50
	\$ 159.23

Due to Seller \$ 79,840.77

BUYER:

Purchase Price \$ 80,000.00

Less: Credit for Prorated Taxes Thru 2-15-15 \$ 105.73
 Deed Recording Fee to Belmont County Recorder EXEMPT

Net from Buyer at Closing \$ 79,894.27

AGREEMENT AS TO RELEASE OF FUNDS

Sellers acknowledge that they received title to the real estate through a Transfer on Death Affidavit and that an Affidavit of Confirmation has, or will be filed, with the Belmont County Recorder. Sellers further acknowledge that contemporaneous with the filing of the Affidavit of Confirmation, Sellers have, or will file, a Notice to Medicaid Estate Recovery of the pending transfer. Sellers have agreed to permit Belmont County to record the Deed from Sellers to Belmont County and take possession of the property immediately upon recordation of the Deed. Sellers agree that the purchase price will be held by Belmont County until Sellers have provided Belmont County with satisfactory evidence from Medicaid Estate Recovery that there will be no claim for the sales proceeds by Medicaid Estate Recovery. Belmont County will provide payment to Sellers of the net purchase price within three (3) business days of receipt of proof from Medicaid Estate Recovery that no claim will be filed against the proceeds of sale.

SELLERS:

JOHN A. BUGALA

MARSHA KANYUCH

JAY A. BUGALA

JOSEPH A. BUGALA

BUYER:

**BELMONT COUNTY, OHIO,
 a Political Subdivision**

MARK A. THOMAS

GINNY FAVEDE

MATT COFFLAND

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Absent

**IN THE MATTER OF ACCEPTING THE QUOTE FROM WHITESIDE
 FOR THE PURCHASE OF ONE NEW 2015 GMC SIERRA 4X4
 PICK-UP TRUCK/BUILDINGS AND GROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the quote from Whiteside of St. Clairsville, Inc., in the amount of \$27,424.00 for the purchase of one (1) new 2015 GMC Sierra 2500HD 4x4 Pick-up Truck. This vehicle will be used as a replacement in the Commissioners' Maintenance and Grounds departmental fleet.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT
 TO EXECUTE THE OAKVIEW JUVENILE RESIDENTIAL CENTER'S
 BUDGET REQUEST TO THE ODYS-COMMUNITY CORRECTIONS
 FACILITIES GRANT FOR FY 2016**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commission President Mark A. Thomas to execute the Oakview Juvenile Residential Center's Budget Request to the Ohio Department of Youth Services-Community Corrections Facilities Grant for Fiscal Year 2016 in the amount of \$1,163,120.00.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING QUOTE #42058.43417 FROM
 PHYSIO-CONTROL, INC., FOR THE PURCHASE OF 3 AUTOMATED
 EXTERNAL DEFIBRILLATORS (AEDs) FOR THE BELMONT COUNTY COURTHOUSE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 42058.43417 from Physio-Control, Inc., for the purchase of three (3) Automated External Defibrillators (AEDs), including wall cabinets, for the Belmont County Courthouse. These units are being purchased through the State of Ohio Cooperative Purchasing Program, Contract #800252, at a total cost of \$4,876.20.

The purchase of these life saving devices was made possible by a Gasaway Grant from the American Heart Association secured by the Belmont County Department of Job & Family Services.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF AWARDED THE BID FOR THE BCSSD'S
 FOX-SHANNON WASTEWATER TREATMENT PLANT SLUDGE
 HAULING PROJECT TO AGRI-SLUDGE, INC.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the Belmont County Sanitary Sewer District's Fox-Shannon Wastewater Treatment Plant Sludge Hauling project to the low bidder, Agri-Sludge, Inc., of Shreve, OH, in the amount of \$49,500.00, based upon the recommendation of Mark Esposito, Director.

NOTICE OF AWARD

To: Agri-Sludge, Inc.
 8047 State Route 754
 Shreve, OH 44676

Project Description: **Fox-Shannon Wastewater Treatment Plant – Sludge Hauling**

The Owner has considered the Bid submitted by you for the above described work in response to its advertisement for bids.

You are hereby notified that your Bid has been accepted for items in the amount of **\$49,500.00**.

If you fail to execute said Agreement within fifteen days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 25th day of February, 2015.

Belmont County Commissioners

Owner
By: Matt Coffland /s/
Mark A. Thomas /s/
Ginny Favede /s/

Acceptance of Notice
Receipt of the above Notice of Award is hereby acknowledged
by Agri-Sludge, Inc.,
this, the _____ day of _____, 2015.
By: _____
Title: _____

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

I
IN THE MATTER OF EXECUTING THE AGREEMENT
LETTER FROM TEXAS EASTERN TRANSMISSION, LP,
TO THE BCSSD AUTHORIZING ENTRY TO A PORTION
OF COUNTY OWNED LAND TO BEGIN TREE CUTTING

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute the agreement letter from Texas Eastern Transmission, LP, to the Belmont Co. Sanitary Sewer District, authorizing them to enter a portion of county owned land (3.1905 acres of Sec. 19, T6-N, R3-W, in Richland Twp.) to begin tree cutting while negotiations are ongoing for a pipeline right-of-way easement, based upon the recommendation of Mark Esposito, Director.

Texas Eastern Transmission, LP
Toronto, Ohio Office
1357 Franklin Street
Toronto, OH 43964

Engineering and Construction
Spectra Energy Partners
February 19, 2015

Belmont County Sanitary Sewer District #3
68325 Bannock Road
Saint Clairsville, OH 43950
Re: Texas Eastern Transmission, LP (“OPEN”) Project
Kensington Discharge (BE-07780) Belmont County, Ohio
Dear Belmont County Sanitary Sewer District #3:

This letter will serve as authorization from the Belmont County Sewer District (the “District”) to Texas Eastern Transmission, LP (“Texas Eastern”) that Texas Eastern may, effective immediately, enter upon a portion of the land described as 3.1905 acres of Section 19, Township 6-N, Range 3-W, Richland Township, Belmont County, Ohio, to begin cutting trees in the proposed easement area associated with its OPEN Project. The District and Texas Eastern have to date, not agreed to the terms of a Grant of Easement for subject pipeline crossing the District property, at a point in time when an easement may be executed, this letter shall be null and void and all further work by Texas Eastern within District property shall be in accordance with the terms of the easement.

Texas Eastern agrees that all work will be performed in accordance with the law and that it will indemnify the District from any and all claims and damages of any type, including attorney fees, arising from the activities of Texas Eastern, its agents or subcontractors, or any of the work being done pursuant to this letter of agreement.

If the foregoing is acceptable to you, please indicate your agreement thereto by signing two (2) originals of this letter in the space provided below and returning one (1) original to the undersigned.

If you have any questions or concerns that I did not address in this letter, please do not hesitate to contact me at (484) 914-1537 so that I may respond to your needs.

Sincerely,
Chris Savage /s/
Chris Savage
ROW Project Manager
Spectra Energy
Texas Eastern Transmission, LP

Accepted: Belmont County Sanitary Sewer District #3 Belmont County Commissioners
By: Matt Coffland /s/ Mark A. Thomas /s/ Ginny Favede /s/
Its: Commissioner President Vice-President
Dated 2/25/2015

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE
AGREEMENT FOR OIL AND GAS PIPELINES AND COMPRESSOR STATIONS
WITH SUMMIT MIDSTREAM UTICA, LLC

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use And Maintenance Agreement for Oil And Gas Pipelines and Compressor Stations** with Summit Midstream Utica, LLC, effective February 25, 2015, for the purpose of ingress and egress for “Oil and Gas Pipeline Compressor Station Activities” at the following location:

1.30 miles of CR 5 (Glenco Road) from the Kurth to Wright Pipeline.

Note: County Wide Bond #0022044096 for \$1 million dollars on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR OIL AND GAS PIPELINES AND COMPRESSOR STATIONS

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 Summit Midstream Utica, LLC, whose address is 5910 North Central Expressway, Suite 350, Dallas TX. 75206 (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 intends to develop and operate the Kurth to Wright Pipeline, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Kurth to Wright Pipeline (hereafter collectively referred to as “OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES”) located in Richland Townships, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.30 miles of CR 5 (Glenco Road) for the purpose of ingress to and egress from the Kurth to Wright Pipeline, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the Kurth to Wright Pipeline (hereinafter referred to collectively as "OIL AND GAS PIPELINES AND COMPRESSOR STATIONS"); 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS; 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-OIL AND GAS PIPELINES AND COMPRESSOR STATIONS condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of OIL AND GAS PIPELINES AND COMPRESSOR STATIONS 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, prior to the start of OIL AND GAS PIPELINES AND COMPRESSOR STATIONS. 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 5, Glenco Road, to be utilized by Operator hereunder, is that exclusive portion beginning at JCT SR 9 and running Southeast for 1.30 miles to the JCT. T-281. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 for any of its OIL AND GAS PIPELINES AND COMPRESSOR STATIONS hereunder.

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

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

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the OIL AND GAS PIPELINES AND COMPRESSOR STATIONS 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS on the Route by Operator. The amount of the blanket bond or surety shall be listed on bond # 0022044096 in an amount of \$1,000,000 & 00/100 DOLLARS. 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 PIPELINE AND COMPRESSOR STATION ACTIVITIES.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

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

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

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

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

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

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 February 25, 2015.

Executed in duplicate on the dates set forth below.

To the County: Fred F. Bennett P.E. P.S.
County Engineer

To the Operator:

101 W. Main ST.
 St. Clairsville, Ohio 43950
 Office: (740) 699-2160
 Summit Midstream Utica, LLC
 5910 North Central Expressway, Suite 350
 Dallas, TX. 75206
 1st Contact – Scott Newby
 Cell: (469) 286-7827
 Email: scnewby@summitmidstream.com
Summit Midstream Utica, LLC
 3489 Smithton Road
 West Union, WV 26456
2nd Contact - Renata Busch
 Office: (304) 566-3184
 Cell: (304) 871-0592
 Email: rbusch@summitmidstream.com
Summit Midstream Utica, LLC
 999 18th Street, Suite 3400 South
 Denver, CO. 80202
 3rd Contact- Jesse Wood
 Office: (720) 452-6230
 Cell: (303) 885-5559
 Email: jwood@summitmidstream.com

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

Authority

By: *Matt Coffland /s/*

Commissioner

By: *Ginny Favede /s/*

Commissioner

By: *Mark A. Thomas /s/*

Commissioner

By: *Fred F. Bennett /s/*

County Engineer

Dated: 2-25-15

Approved as to Form:
David K. Liberati /s/ Assistant

County Prosecutor

Operator

By: *Scott Newby /s/*

Printed name: Scott Newby
Title: Area Operations Manager, Utica
Dated: 2/18/15

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 3) Upgrade CR 5 in accordance with the attached plans and/or county standards.
- 4) Maintain CR 5 during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 5) 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 Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 1) Provide for minor maintenance of the road during the OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for damages not caused by said OIL AND GAS PIPELINES AND COMPRESSOR STATIONS. 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS at the Authority's cost and expense, including snow/ice control, mowing, etc.

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include – etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF AUTHORIZING THE BELMONT CO. AUDITOR TO BORROW MONIES FOR THE PURCHASE OF EQUIPMENT AND BUILDINGS FOR THE BELMONT CO. ENGINEER

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Belmont County Auditor to borrow \$225,000 for the purchase of equipment and buildings for the Belmont County Engineer's Dept., at the request of Engineer Fred Bennett.

**Note this loan can be paid off over a three (3) year period at \$75,000 plus interest using MVGT funds.*

FRED F. BENNETT, P.E., P.S.

**Belmont County Engineer
101 W. Main St., Courthouse
St. Clairsville, OHIO 43950
PHONE: 740-699-2160
FAX: 740-695-8894**

Belmont County Commissioners
Courthouse
St. Clairsville, OH 43950

Dear Commissioners:

This letter is my request that you authorize the County Auditor to borrow \$225,000 for the following equipment and buildings:

2 new mower decks @ \$13,000.00	\$26,000
2 new Ford work trucks (bridge crew) @ \$35,000	\$70,000
2 new service bodies for work trucks @ \$12,000	\$24,000
1 used bucket truck	\$30,000
1 used fork lift (Lloydsville)	\$10,000
1 used water pump	\$20,000
1 salt storage shed (Roscoe)	\$40,000
1 equipment storage shed (Lloydsville)	\$40,000
	<u>\$260,000</u>

Available Funds \$35,000
Amount to Borrow \$225,000

This loan can be paid off over a three (3) year period of \$75,000 plus interest using MVGT Funds.
Thank you for your consideration of the request. If you have any questions, please let me know.

Very truly yours,
Fred F. Bennett /s/
Fred F. Bennett, P.E., P.S.
Belmont County Engineer

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING QUOTE FROM TMS EQUIPARTS FOR THE PURCHASE OF 3 OASIS ELECTRONIC VERSAFILLER COMBINATION WATER COOLERS FOR THE DEPT. OF JOB & FAMILY SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 10689.1 from TMS Equiparts in the total amount of \$2,775.00 (excluding shipping) for the purchase of three (3) Oasis Electronic Versafiller Combination water coolers for the Belmont County Department of Job and Family Services' Fox-Shannon and Martins Ferry buildings.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

OPEN PUBLIC FORUM – Richard Hord asked if the new director of Senior Services would be assigned fiscal responsibilities. Mrs. Favede stated John Carlier is employed as the Fiscal Manager for Senior Services and is still in that capacity. Mr. Hord asked that the new director be brought in to one of the boards' sessions and introduced to the public and give his plans for Senior Services. Mr. Thomas noted he just started and that might be entertained down the road after the board discusses it. Mrs. Favede added that since that agency has been without a director for two months that his priority needs to be spending time with the employees that are physically running Senior Services as well as visiting the senior centers and the seniors themselves. He is doing that now and it can be extremely time consuming getting to all the centers. At this time his focus should be on spending time with his staff and the seniors. Mr. Hord asked if consideration is still being given to having Senior Services going back under the Department of Job & Family Services. Mr. Thomas said he wanted to put this to rest and the board would not have hired a new person to direct the agency if the agency was going in a different direction.

Frank Papini asked if there was any follow up to the complaints aired by local trash haulers regarding the problems at the landfill. Mr. Thomas said a phone call was made to the owner of the landfill. Mrs. Favede is addressing this through her position on the JB Green Team. Mr. Coffland said a letter is being sent to the landfill owner. He did place a call to him and did not receive a return call. He noted it is a private company. Their contract was read and the operation of the landfill was not addressed. Mrs. Favede noted the only contract agreement was to maintain the employment of certain individuals. Mrs. Favede added that Dwayne Pielech will be attending the March board meeting of the JB Green Team as a representative for the trash haulers. Although it is a private company, Mrs. Favede noted they are very aware of the fact that it does affect the Solid Waste Authority in the fact that they are currently taking their waste out of state, so that affects our bottom line, which makes it of interest to us to assist in trying to iron out the issues.

DISCUSSION HELD RE: 2015 OIL AND GAS EXPO UPDATE – Present were Natalie Brown and Nancy Combs of MPR Supply Chain Solutions and Glynis Valenti of the Belmont County Port Authority. MPR will be running the Oil and Gas Expo for the Commissioners and Port Authority. The expo is scheduled for April 28 & 29. The 28th is a network reception with the expo day being the 29th. So far they have 10 sponsors and 68 exhibitors. They have collected about half of the funds of those who have registered. They are holding a small promotion for the businesses that sign up before they register for a booth or if they sign up as a sponsor. They will be entered into a drawing. If registered and paid by March, they could win a one page article in the expo directory. They have had businesses as far as California register along with people all over the tri-state area, including other states. To set up a booth, call 740-671-9822. The website is Ohiovalleyoilgasexpo.com. You can register online and pay by Paypal or send in a check or call them directly. They have sent out emails to about 2,400 people. Flyers have also been mailed out and she has copies available here at today's meeting. Mr. Thomas noted the expo will be held at the Carnes Center. It has turned into an amazing and successful event for not only the county, but all the players involved in this industry for the networking opportunities. He credited Commissioner Favede with her help a few years back to get this event going, along with Commissioner Coffland and former Commissioner Probst.

BREAK

RECONVENED FRIDAY, FEBRUARY 27, 2015 AT 10:47 A.M. ALL COMMISSIONERS PRESENT.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:48 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into executive session with Mark Esposito, Director of Belmont Co. Sanitary Sewer District, and Project Manager Kelly Porter, pursuant to O.R. C. 121.22(G)(1) Personnel Exception to discuss dismissal of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:53 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

**IN THE MATTER OF GRANTING DIRECTOR OF BCSSD
AUTHORITY TO APPROVE OR TERMINATE PROBATIONARY
EMPLOYEES OF THE SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland, in regard to the current probationary employees of the Belmont County Sanitary Sewer District, the Belmont County Board of Commissioners, as the appointing authority, does hereby grant the Director, Mr. Mark Esposito, the authority to approve their continued employment or terminate them in accordance with R.C. 123.27(C). Said authority shall be based upon each probationary employee's evaluation and work history including compliance with the Belmont County Personnel Policy Manual.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF AUTHORIZING THE EXECUTIVE
DIRECTOR OF SSOBC TO ADVERTISE FOR THE
POSITION OF FULL-TIME PROGRAM ADMINISTRATOR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Gary Armitage, Executive Director of Senior Services of Belmont County, to advertise for the position of Full-Time Program Administrator.

Note: This position is not required to be posted internally.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:59 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:59 a.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

Read, approved and signed this 4th day of March, 2015.

COUNTY COMMISSIONERS

We, Mark Thomas and Kathy Marino, President and Assistant 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.

_____ PRESIDENT

_____ ASSISTANT CLERK