

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 Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$677,011.81

Upon roll call the vote was as follows:

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

Reminder-The Board's next regular meeting will be Wednesday, December 2, 2015 at 11:00 a.m. due to the Project Best Annual Holiday Breakfast.

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND/VETERANS

FROM	TO	AMOUNT
E-0160-A009-D10.007 Unemployment	E-0160-A009-D07.003 PERS	\$4,000.00

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$130.60

S87 EASTERN COURT-GENERAL SPEC PROGRAM

FROM	TO	AMOUNT
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S02.003 PERS	\$1,300.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****OCTOBER 28, 2015****

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND

E-1511-W080-P05.003	PERS	\$600.00
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****NOVEMBER 24, 2015****

GENERAL FUND

E-0051-A001-A28.000	Other Expenses	\$356.67
E-0131-A006-A17.012	Cruisers	\$1,709.04

Claim No. 0160026737 DOL-10/24/15 Sheriff's Cruiser/Suspect's Intentional Damage

N80 OHIO VALLEY MALL LIFT STATION UPGRADE FUND

E-9080-N080-N03.0163	Contract-Projects	\$100,000.00
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O12 NEFFS BOND RETIREMENT FUND/BCSSD

E-9312-O012-O01.050	Principal Loan Payments	\$16,169.40
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T11 CDBG CHIP GRANT FUND

E-9702-T011-T03.000	CDBG - Grant "CHIP"	\$26,994.00
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Draw No. 198 - Grant #S-C-14-1AG-1 \$19,144.00

Draw No. 199 - Grant #B-C-14-1AG-1 \$ 7,850.00

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND

E-1511-W080-P01.002	Salaries	\$1,250.00
E-1511-W080-P02.010	Supplies	\$250.00
E-1511-W080-P03.000	Travel	\$28.00
E-1511-W080-P04.000	Other Expenses	\$132.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	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 November 24, 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 to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

GENERAL FUND/CORSA REIMBURSEMENT-SHERIFF-\$1,709.04 deposited into R-0040-A000-Q00.500 on 11/20/15/Claim No. 0160026737-DOL 10/24/15 Sheriff's Cruiser-Suspect's Intentional Damage

GENERAL FUND/SALE OF ABATE PROPERTY-\$356.67 deposited into R-0050-A000-B00.500 on 11/20/15/Sale of Abate Property in Bellaire/proceeds will go to BCMCU

T11 CDBG/GRANT NO. B-C-14-1AG-1-\$7,850.00 deposited into R-9702-T011-T05.501 on 11/20/15

T11 CDBG/GRANT NO. S-C-14-1AG-1-\$19,144.00 deposited into R-9708-T011-T05.501 on 11/20/15

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 and Shelley Schramm to Steubenville, OH, on December 1, 2015, for an Ohio Benefits Readiness meeting. Michael Schlanz to Steubenville, OH, on December 17, 2015, for a Workforce meeting. Estimated expenses: \$36.00.

SENIOR SERVICES-Sue Hines to Triadelphia, WV, on December 8, 2015, for a senior outing. Donna Steadman to Moundsville, WV, on December 8, 2015, for a senior outing. Mike McBride to Wheeling, WV, on December 10, 2015, for a senior center outing. Mary Beth Tennant to Canonsburg, PA, on December 11, 2015, for a senior outing. Linda Wells to Triadelphia, WV, on December 10, 2015, for a senior outing. Donna Steadman to Wheeling, WV, on December 10, 2015, for a senior outing. Daisy Braun to Triadelphia, WV, on December 14, 2015, for a senior 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

IN THE MATTER OF ENTERING INTO CONTRACT WITH NEOGOV/HUMAN RESOURCE DEPARTMENT

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a 12 month agreement with GovernmentalJobs.com, Inc., dba "NEOGOV", in the amount of \$27,260.00 (annual recurring cost will be \$18,260.00) for provision of online services for the Belmont County Human Resource Department.

Service Agreement

THIS ONLINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 24th day of November, 2015, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the **Belmont County Board of Commissioners, Ohio** a public entity acting by and through its duly appointed representative ("Belmont County Board of Commissioners").

1. Provision of Online Services.

(a) Belmont County Board of Commissioners hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Belmont County Board of Commissioners hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Belmont County Board of Commissioners' full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Belmont County Board of Commissioners more fully described in this Agreement.

3. Belmont County Board of Commissioners Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Belmont County Board of Commissioners shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo, will appear on the "employment opportunities", "job description" and other pages of Belmont County Board of Commissioners' web site.

(b) Belmont County Board of Commissioners shall be responsible for ensuring that Belmont County Board of Commissioners' use of the Services and the performance of Belmont County Board of Commissioners' other obligations hereunder comply with all laws applicable to Belmont County Board of Commissioners.

(c) Belmont County Board of Commissioners shall be responsible, as between NEOGOV and Belmont County Board of Commissioners, for the accuracy and completeness of all records and databases provided by Belmont County Board of Commissioners in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and the Belmont County Board of Commissioners marks may both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Belmont County Board of Commissioners hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Belmont County Board of Commissioners, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Belmont County Board of Commissioners acknowledges and agrees that nothing in this Agreement or any other agreement grants Belmont County Board of Commissioners any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Belmont County Board of Commissioners a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Belmont County Board of Commissioners' standard guidelines and requirements for use of such trademarks and logos.

5. NEOGOV Representations and Warranties.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND Belmont County Board of Commissioners' USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT Belmont County Board of Commissioners' CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY

REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of Ohio, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Belmont County Board of Commissioners based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Belmont County Board of Commissioners shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Belmont County Board of Commissioners acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Belmont County Board of Commissioners' web site; and (ii) that except with respect to any material supplied by NEOGOV, Belmont County Board of Commissioners is solely responsible (as between NEOGOV and Belmont County Board of Commissioners) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Belmont County Board of Commissioners' web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO Belmont County Board of Commissioners OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO Belmont County Board of Commissioners OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Belmont County Board of Commissioners or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. **Term and Termination.**

(a) This Agreement shall commence as of the date hereof and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Belmont County Board of Commissioners notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of last date of use provided within notification of termination of this Agreement), NEOGOV shall provide Belmont County Board of Commissioners with a dedicated data file (flat file format). The dedicated data files will be comprised of Belmont County Board of Commissioners' standard data contained in NEOGOV's system. The structure of the relational database will be specific to the Belmont County Board of Commissioners' data and will not be representative of the proprietary NEOGOV database.

10. **Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Belmont County Board of Commissioners with the Services, and will provide maintenance and support services as described herein, provided Belmont County Board of Commissioners issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Belmont County Board of Commissioners written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Belmont County Board of Commissioners or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause.** It is understood and agreed by Belmont County Board of Commissioners and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Belmont County Board of Commissioners is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Belmont County Board of Commissioners.

13. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to conflict of law rules. Belmont County Board of Commissioners acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Belmont County Board of Commissioners (Ohio)

Signature:	<u>Matt Coffland /s/</u>	<u>Mark A. Thomas /s/</u>	<u>Ginny Favede /s/</u>
Print Name:	<u>Matt Coffland</u>	<u>Mark A. Thomas</u>	<u>Ginny Favede</u>
Title:	<u>B. C. Commission Member</u>	<u>B.C. Commission President</u>	<u>B.C. Commission Vice-President</u>
Date:	<u>11-24-15</u>	<u>11-24-15</u>	<u>11-24-15</u>

November 24, 2015

GovernmentJobs.com, Inc., a California corporation

Signature: Scott Letourneau /s/

Print Name: Scott Letourneau

Title: President

Date: November 19, 2015

Approved as to Form:

David K. Liberati assist /s/

Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH
ERI ECONOMIC RESEARCH INSTITUTE/HUMAN RESOURCE DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into agreement with ERI Economic Research Institute in the amount of \$1,989.00 for an annual subscription/one user Salary Assessor Online Edition for the Belmont County Human Resource Department.

**ERI Economic Research Institute, Inc.
Services Agreement**

IMPORTANT - READ CAREFULLY: This Services Agreement ("**Agreement**") is an agreement between you, an individual and/or entity ("**Subscriber**") and ERI Economic Research Institute, Inc., ("**ERI**") governing respectively your use of the specific ERI hosted products and services provided to you by ERI (each a "**Service**").

BY REGISTERING FOR OR OTHERWISE USING ANY OF THE SERVICES, SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. IF SUBSCRIBER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, SUBSCRIBER MAY NOT USE THE SERVICES.

1. LICENSE.

a) Grant. Subject to the terms of this Agreement, ERI hereby grants to Subscriber a non-exclusive, non-transferable license to access and use the Product(s) for which Subscriber has registered solely for Subscriber's (a) internal business and human resource management purposes; (b) specific client work performed in forensic economics, management, vocational, or compensation and benefits consulting; or (c) rehabilitation consulting, accounting, law, or litigation support where the maintenance of reports and the citing of foundation for opinions are required.

b) Term; Termination. Subject to the terms of this Agreement, Services are provided for a one-year period ("**Initial Term**"). This Agreement shall automatically renew for successive one-year terms unless either ERI or Subscriber gives written notice of termination at least thirty (30) days prior to end of the Initial Term or any subsequently renewed term thereafter. ERI may send Subscriber notices relating to the Services and affiliated projects of ERI. Subscriber must pay for the applicable subscription fees within 30 days of receipt of the Service and upon each renewal. Without prejudice to any other rights of termination and without the need to declare, ERI may terminate the Agreement if in ERI's reasonable judgment, Subscriber's use of any Service is inconsistent with the terms or intent of this Agreement, or for any other cause deemed reasonable by ERI, provided that, however, in the event of such a non-breach termination by ERI, ERI shall refund to Subscriber, within a reasonable period of time following the effective date of termination, a pro rata portion of any prepaid service fee paid by Subscriber for use of the Services during the then-current term, using a straight line calculation of fees as allocated over the twelve (12) month license period. Except as may be permitted under a separate agreement from ERI, upon the expiration or termination of this Agreement for any reason, the Subscriber must destroy all copies of (a) all ERI Salary Surveys data; (b) any Assessor Series data; and (c) any other proprietary data provided or otherwise made available by ERI in connection with the Services.

2. CONDITIONS AND RESTRICTIONS. The license grant above is subject to the following conditions and restrictions:

a) Permitted Use. Subject to the exceptions described in this paragraph, the Subscriber may access and use each Service only in accordance with the limited number of user licenses purchased for such Service (excluding ERI Salary Surveys). User licenses are specific to each individual user or Subscriber to which they are assigned, and usernames and passwords may not be shared with or transferred to any other person without ERI's approval. ERI may approve transfers from one user to another under certain reasonable circumstances as determined by ERI in its sole discretion. Please contact ERI with approval requests. Subscriber may copy and incorporate small excerpts of the reports, data, analyses, and/or other output from the Services into Subscriber's materials solely for Subscriber's internal use, provided that Subscriber may not otherwise reproduce or distribute any such materials for any commercial purpose without the written consent of ERI. Subscriber will comply with all applicable laws in connection with its use of the Services.

b) Notices. In creating any copy of any reports, data, analyses, or other output from the Services, Subscriber will reproduce and include the Licensor's copyright and other proprietary rights notices or legends in and on the copy.

c) No Unauthorized Uses. Subscriber shall not rent, sell, assign, transfer, lease, sublicense, or otherwise grant rights in, reproduce, publish, act as a service bureau, disclose, or otherwise transfer or distribute any Service, in whole or in part, to any third party without the prior written consent of ERI. Without limiting the foregoing, Subscriber shall not use any part of the Services to develop or derive any other data product or data service for distribution or commercial sale, without a separate license from ERI. To track unauthorized use of the Services, Subscriber agrees that the ERI may collect and maintain information tracking any use of the Services under Subscriber's user account(s). Such information collection may include, without limitation, the MAC ID of computers accessing the Services and data entered through the Services.

d) No Reverse Engineering or Data Extraction. Except and only to the extent that such activity is expressly permitted by applicable law, the Subscriber may not, nor authorize or permit any third party to, reverse engineer, reverse assemble, decompile, disassemble, or otherwise apply any procedure or process to the Services to ascertain, derive, and/or appropriate for any reason or purpose, the source code, algorithms, underlying data, or trade secrets enabling or contained within the Services.

e) Changes. ERI reserves the right to change or cancel the Services at any time. ERI may also make other related hosted services available as part of the Services from time to time, and this Agreement will apply to such related services unless ERI specifically provides a separate agreement for such related services

3. REGISTRATION.

Subscriber will provide accurate, current, and complete information about Subscriber and its users on any and all registration forms in connection with the Services ("Registration Data") and will maintain the security of the usernames, passwords, and other access credentials associated with its use (including the use by any of its users) of the Services ("Access Credentials"). Subscriber is responsible for all use of the Services through its users' Access Credentials, whether by Subscriber's users or others using such Access Credentials. Subscriber will maintain and promptly update the Registration Data, and any other information provided to ERI, to keep it accurate, current, and complete.

SUBSCRIBER UNDERSTANDS THAT ANY PERSON WITH SUBSCRIBER'S ACCESS CREDENTIALS WILL BE ABLE TO ACCESS AND USE SUBSCRIBER'S ADMIN AND USER ACCOUNTS, INCLUDING ANY DATA STORED THROUGH SUCH ACCOUNTS.

SUBSCRIBER ACCEPTS ALL RISKS OF UNAUTHORIZED ACCESS TO AND USE OF SUCH ACCOUNTS BY MEANS OF SUCH ACCESS CREDENTIALS. Subscriber will promptly notify ERI if it discovers or otherwise suspects compromise of such Access Credentials or any other security breaches related to the Services. ERI reserves the right to refuse registration for or refuse or limit access to a Service account to anyone in ERI's sole discretion.

4. The Occupational Assessor ("OA") - also called the enhanced Dictionary of Occupational Titles ("eDOT").

a) eDOT Disclaimer. Subscriber acknowledges that (a) eDOT (including any software, data, reports, and the eDOT Skills Project) is designed for use by qualified, experienced job analysts and experts; (b) eDOT and Subscriber's use of eDOT is expressly subject to the "eDOT Disclaimer" (accessible within the Service and also available at <http://www.paq.com>; (c) Subscriber has reviewed and is familiar with the eDOT Methodology posted at <http://www.eri.com/index.cfm?fuseaction=Home.Methodologies&M=OA>; and (d) Subscriber is solely responsible and assumes all risk of loss and liability for Subscriber's evaluation, use, and application of eDOT, and any associated data, results, or analyses of eDOT. The eDOT Methodology, as it presently exists and as hereafter amended or modified, is also incorporated herein.

5. PARTICIPATION.

Subscriber agrees to participate in ERI's survey database and eDOT Skills Project database. Such participation will include (i) providing

feedback and changes to the Occupational Assessor ("OA") and (ii) inputting data that may change ERI's survey database or eDOT Skills Project database. Any feedback, comments, or data submitted to ERI shall become the exclusive property of ERI. ERI may refer to a Subscriber that has input data into its databases as a "Participant". ERI will maintain the privacy of Subscribers by representing the data of Subscribers only in an aggregated manner that will not enable third parties to ascertain information about the compensation practices of Subscriber. ERI may track and monitor Subscriber's use of OA, the Assessor Series, and other Services.

6. COPYRIGHT; PROPRIETARY RIGHTS.

a) Reservation of Rights; Confidentiality. Except for the limited license granted to Subscriber, ERI reserves all right, title, and interest to the Services. The Services, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of ERI and its suppliers. Subscriber shall not take any action to jeopardize, limit, or interfere with ERI's ownership of and rights with respect to the Services and shall not take any action that reduces, or has the possibility of reducing, the value of the Services or intellectual property of ERI. Subscriber acknowledges that any unauthorized copying or unauthorized use of the Services is a breach of this Agreement. Subscriber agrees to keep confidential all information regarding or obtained through the Services (including any reports, data, analyses, and other content made available through the Services). Subscriber will not, and Subscriber will ensure its users do not, disclose such information to any third party and will prevent the unauthorized use or disclosure of such information.

b) Proprietary Rights. The Services are Copyright © 2012 ERI Economic Research Institute, Inc., all rights reserved. The Services are protected by United States and international copyright laws. The following are registered trademarks of ERI: the ERI Design and logo (2,625,034; 2,631,777; 2,663,200), ERIERI® (0796112), the Assessor Series® (2,590,310), the Geographic Assessor® (1,972,899), the Relocation Assessor® (1,974,948), the Salary Assessor® (1,974,949), the Retirement Assessor® (2,606,837), the Benefit Assessor® (2,011,584), the Executive Compensation Assessor® (2,622,695), the International Reference® (2,560,733), the Geographic Reference® (2,745,400), the Global Salary Calculator® (3,513,128), the Occupational Assessor® (3,407,198), the DLC Wizard® (2,852,827), ERI's Platform Library® (2,852,828), the enhanced Dictionary of Occupational Titles® (eDOT) (2,949,071), and the Compensation Comparables Assessor® (3,203,458). The Consultant Assessor™ and the Nonprofit Comparables Assessor™ are the trademarks or service marks of ERI. Related software, systems and methods to these Services include Patent Nos. 6,862,596 and 7,647,322 with other Patents Pending. All Rights Reserved.

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- a) Export Controls.** The Services may contain U.S. original technical data, and thus may be subject to U.S. export controls. Subscriber is responsible for complying with all applicable laws, foreign or domestic, applicable to the importation or export of the Service.
- b) Choice of Law; Venue; Attorneys Fees.** This Agreement shall be governed and interpreted by the laws of the State of Ohio without regard to conflict of law rules. Subscriber hereby consents to the exclusive jurisdiction of the state and federal courts located in Belmont County, Ohio, for any disputes arising out of or relating to this Agreement. Subscriber will not commence or prosecute any action, suit, proceeding, or claim arising under or by reason of this Agreement other than in the courts specified in the previous sentence. The parties hereto exclude the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any transaction between them that may be implemented in connection with this Agreement. The prevailing party in any action shall be entitled to recover reasonable attorneys' fees and actual cost disbursements.
- c) Injunctive Relief.** Subscriber agrees that a breach of the provisions of this Agreement by Subscriber may cause irreparable damage for which recovery of monetary damages would be inadequate and that ERI may seek and shall have the right to injunctive relief or other equitable relief to protect its intellectual property rights and other rights under this Agreement, in addition to any and all remedies available at law.
- d) Amendment; Waiver.** ERI may amend the terms of this Agreement at any time by providing Subscriber written notice (which may be given by e-mail). In the event that Subscriber does not agree to such amendment, it may terminate this Agreement by providing ERI written notice within fifteen (15) days of ERI's notice of amendment. Subscriber shall be deemed to accept an amendment if Subscriber does not so terminate within such 15-day period. The failure of ERI at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same unless the same is waived in writing.
- e) Force Majeure.** ERI will not be liable for any nonperformance, delay, error, or other loss caused by any event or conditions that are beyond ERI's reasonable control, including, without limitation, any nonperformance, delay, error, or other loss caused by any act of God, war, strike or other labor unrest, civil disturbance, interruption or outages of utilities or Internet networks, or other interruption beyond the reasonable control of ERI to provide the Services or otherwise perform under this Agreement.
- f) Assignment.** This Agreement is personal to Subscriber and may not be assigned by Subscriber, by operation of law or otherwise, without the prior written consent of ERI. Any attempted assignment by Subscriber without such consent will be void. ERI may assign this agreement to any acquirer, affiliate, or successor entity, provided such entity agrees to perform any obligations of ERI under this Agreement.
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For answers to any questions concerning this Agreement, please contact ERI:

ERI Economic Research Institute, Inc.
 8575 - 164th Avenue NE, Suite 100
 Redmond, WA 98052 USA
 or call:
 ERI - North America: (800) 627-3697
 or e-mail:
info.eri@erieri.com
 or visit:
<http://www.erieri.com>

ERI Economic Research Institute, Inc.

 ? /s/

 Controller

 Title
 11-18-15

 Date

Belmont County Commissioners
Matt Coffland /s/ Mark A. Thomas /s/ Ginny Favede /s/
 Belmont County Commissioners

 Title
 11-24-15

 Date

APPROVED AS TO FORM:
David K. Liberati /s/ Assistant
 PROSECUTING ATTORNEY

**ERI
 ECONOMIC RESEARCH INSTITUTE**

PRICE QUOTE

Date:	11/19/15
Prepared by:	Shellee Fulton shellee.fulton@erieri.com (778) 294-1052
Prepared for: Belmont County Commissioners 101 W. Main Street, St. Clairsville, OH 43950 (740) 232-1738 Email: dana.meager@co.belmont.oh.us	

Product Name	Media (DVD or Cloud-based)	# of Users
Salary Assessor, Cloud Edition	Cloud	1
Credit Adjustment		Quote Total \$1,989.00

Price Quote is good for 15 days from date of quote. Tax not included.

We accept payment by: Check/AMEX/MC/VISA/Electronic Funds Transfer.
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DATE APPROVED 11/24/15
Matt Coffland /s/
Mark A. Thomas /s/
Ginny Favede /s/
Belmont County Commissioners

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Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING NEW JOB CLASSIFICATION OF COLLECTION SYSTEM SUPERVISOR/WATER AND SEWER

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the addition of the new job classification of Collection System Supervisor to the Belmont County Water & Sewer Job Classification Handbook.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF EDWARD THOMAS, MAINTENANCE/HOUSEKEEPING

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the resignation of Edward Thomas, Maintenance/Housekeeping employee, effective November 19, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR OIL AND GAS PIPELINES AND COMPRESSOR STATIONS WITH SUMMIT MIDSTREAM UTICA, LLC/SAND HILL SUCTION LINE

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Oil and Gas Pipelines and Compressor Stations** with Summit Midstream Utica, LLC, effective November 24, 2015, for the purpose of "Oil and Gas Pipeline and Compressor Stations" at the following site:

1.47 miles of CR-4 (Sand Hill Road) at the Sand Hill Suction Line

Note: County Wide Bond# 0022044096 for \$1 million 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 3489 Smithton Road West Union, WV 26456 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Pultney and 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 Sand Hill Suction line, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Sand Hill Suction Line (hereafter collectively referred to as "Oil and gas pipeline and compressor station activities") located in Pultney and Richland Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.47 miles of CR-4 for the purpose of ingress to and egress from the Sand Hill Suction Line, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the Sand Hill Suction Line (hereinafter referred to collectively as "Oil and gas pipeline 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-4, to be utilized by Operator hereunder, is that exclusive portion beginning on CR-4 at the intersection of Pultney T-308 and travels northwest for 1.47 Miles to Ohio State Route 149. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-4 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 station 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 accepted 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 # 022044096 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 pipelines 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 _____ Nov. 24 _____, 2015 _____.

Executed in duplicate on the dates set forth below.

To the County: Fred F. Bennett P.E. P.S.
County Engineer
101 W. Main ST.
St. Clairsville, Ohio 43950
Office: (740) 699-2160

To the Operator: Jeff Heinle, Area Operations Director
Summit Midstream Utica
51470 Thatcher Road
Jacobsburg, OH 43933
Office: (970) 572-7005
Cell: (970) 629-3692
Email: jheinle@summitmidstream.com
Renata Busch, Permit and Regulatory Manager
Summit Midstream Utica
3489 Smithton Road
West Union, WV 26456
Office: (304) 566-3184
Cell: (970) 319-8890
Email: rbusch@summitmidstream.com
Gino Cingolani, Construction Coordinator
Field Agent for Summit Midstream Utica
Cell: (870) 265-1814
Email: agcingolani86@gmail.com
Patrick Brierley, VP/Project Management
Summit Midstream Utica
999 18th Street, Suite 3400S
Denver, Co 80202
Office: (720) 452-6238
Cell: (720) 375-1667
Email: pbrierley@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: Mark A. Thomas /s/

Operator

SUMMIT MIDSTREAM UTICA, LLC

By: Renata Busch /s/

Printed name: Renata Busch

November 24, 2015

Commissioner

Title: Permit and Regulatory Manager

By: Ginny Favede /s/

Dated: 11-10-15

Commissioner

By: Fred F. Bennett /s/

County Engineer

Dated: 11-24-15

Approved as to Form:

David K. Liberati assistant /s/

County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENTS FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH ASCENT RESOURCES-UTICA, LLC/LIDEN AND LEE WELL PADS

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreements for Drilling Projects and Infrastructure** with Ascent Resources–Utica, LLC, effective November 24, 2015 for the purpose of “Drilling Activity” at the following sites:

- 1) 1.50 miles of CR 18 (Lansing Cheermont U.S. Road) and 0.20 miles of CR 20 (Blaine Cheermont Road) at the Liden Well Pad.
- 2) 1.50 miles of CR 18 (Lansing Cheermont U.S. Road) and 0.20 miles of CR 20 (Blaine Cheermont Road) at the Lee Well Pad.

Note: Bond not required per County Engineer Fred Bennett. Ascent Resources-Utica LLC will pave roads after completion of project.

LIDEN WELL PAD

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Ascent Resources - Utica, LLC, whose address is PO Box 13678, Oklahoma City, OK 73113 (Hereafter “Operator”), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Liden Well Pad, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Liden Well Pad (hereafter collectively referred to as “oil and gas development site”) located in Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.50 miles of CR-18 (Lansing Cheermont U.S. Road) and 0.20 miles of CR-20 (Blaine Cheermont Road) for the purpose of ingress to and egress from the Liden Well Pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells. And completion operations at the Liden Well Pad (hereinafter referred to collectively as “Drilling Activity”); and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

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

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

1. The portion of CR-18 (Lansing Cheermont U.S. Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with US 250 and continuing southerly 1.50 miles to the intersection with CR-20 (Blaine Cheermont Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-18 (Lansing Cheermont U.S. Road) for any of its Drilling Activities hereunder.

2. Those portions of CR-20 (Lansing Cheermont Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR-18 (Lansing Cheermont U.S. Road) and continuing 0.20 mile southerly to the well pad entrance wherein Operator’s site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-20 (Blaine Cheermont Road) for any of its Drilling Activities hereunder.

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

The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

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

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

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of ZERO & 00/100 DOLARS (\$ZERO.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 development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

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

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

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

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

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

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

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

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

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

16. This Agreement shall be in effect on Nov. 24, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: Matt Coffland /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Ginny Favede /s/

Commissioner/Trustee

By: Fred F. Bennett /s/

Operator

SUMMIT MIDSTREAM UTICA, LLC

By: Jeff Beck /s/

Printed name: Jeff Beck

Company Name: Ascent Resources-Utica, LLC

Title: Field Superintendent

Dated: 11/17/15

County Engineer

Dated: 11-24-15

Approved as to Form:

David K. Liberati assist /s/

County Prosecutor

LEE WELL PAD
BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR DRILLING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ascent Resources - Utica, LLC, whose address is PO Box 13678, Oklahoma City, OK 73113 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use of 1.50 miles of CR-18 (Lansing Cheermt U.S. Road) and 0.20 miles of CR-20 (Blaine Cheermt Road) for the purpose of ingress to and egress from the Lee Well Pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells. And completion operations at the Lee Well Pad (hereinafter referred to collectively as "Drilling Activity"); and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

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

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

1. The portion of CR-18 (Lansing Cheermt U.S. Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with US 250 and continuing southerly 1.50 miles to the intersection with CR-20 (Blaine Cheermt Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-18 (Lansing Cheermt U.S. Road) for any of its Drilling Activities hereunder.
2. Those portions of CR-20 (Lansing Cheermt Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR-18 (Lansing Cheermt U.S. Road) wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-20 (Blaine Cheermt Road) for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the Railroad Company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at

least returned to the condition they were in prior to the Operator’s use for its Drilling Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of ZERO & 00/100 DOLARS (\$ZERO.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 development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.

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

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

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

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

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

12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.

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

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

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

16. This Agreement shall be in effect on Nov. 24, 2015.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: Matt Coffland /s/

SUMMIT MIDSTREAM UTICA, LLC

Commissioner/Trustee

By: Jeff Beck /s/

By: Mark A. Thomas /s/

Printed name: Jeff Beck

Commissioner/Trustee

Company Name: Ascent Resources-Utica, LLC

By: Ginny Favede /s/

Title: Field Superintendent

Commissioner/Trustee

Dated: 8/31/15

By: Fred F. Bennett /s/

County Engineer

Dated: 11-24-15

Approved as to Form:

David K. Liberati assist /s/

County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE NOTICE OF FAILURE TO FILE/4.158 ACRES WASHINGTON TOWNSHIP

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Notice of Failure to File pursuant to Ohio Revised Code Section 5301.332 for Tax Parcel No. 43-60021.000 consisting of 4.158 acres in Washington Township.

Note: This parcel was leased to Rice Energy on June 11, 2014.

NOTICE OF FAILURE TO FILE
Pursuant to Ohio Revised Code Section 5301.332

STATE OF OHIO

§

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF BELMONT

§

WHEREAS, **Belmont County Board of Commissioners**, being the successor or assign to the original lessors of the leases described as follows:

1. Oil and Gas Lease, from Wm. C. Hedges and Priscilla, his wife, to J. H. Heiner and Cyrus S. Pershing, dated February 6, 1885, recorded on June 20, 1885, and recorded in **Volume 2, Page 143** of the Lease Records of Belmont County, Ohio, with a primary term of twenty (20) years, leasing 160 acres. Said lease being assigned from J. H. Heiner and Cyrus S. Pershing to John McKeown on May 29, 1888 in Book 3, Page 327.
2. Oil and Gas Lease, from Jason Read and Alice Read, husband and wife, to T. A. Welsh, dated April 21, 1893, recorded on February 20, 1894, and recorded in **Volume 10, Page 187** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 80 acres. Said lease being partially assigned by T. A. Walsh to Geo S. Davis and T. G. Phillips in the margin of said lease.
3. Oil and Gas Lease, from Jason Reed to S. Lee Tomlinson, dated April 17, 1902, recorded on May 21, 1902, and recorded in **Volume 24, Page 87** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 80 acres.
4. Oil and Gas Lease, from Jason Read to Pittsburg Diamond Oil Co., dated September 21, 1903, recorded on September 26, 1903, and recorded in **Volume 28, Page 78** of the Lease Records of Belmont County, Ohio, with a primary term of one (1) year, leasing 80 acres.
5. Oil and Gas Lease, from J. W. Morris and Emma J. Morris, husband and wife, to The Natural Gas Company of West Virginia, dated July 1, 1920, recorded on October 3, 1927, and recorded in **Volume 52, Page 35** of the Lease Records of Belmont County, Ohio, with a primary term of twenty (20) years, leasing 80 acres.
6. Oil and Gas Lease, from Walter N. Dornon and Glenna Dornon, his wife, to Richard Perkins, dated July 19, 1962, recorded on October 11, 1962, and recorded in **Volume 78, Page 357** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 73 acres.
7. Oil and Gas Lease, from Glenna and Walter N. Dornon, husband and wife, to K-Mac Oil Company, dated December 7, 1967, recorded on March 12, 1968, and recorded in **Volume 82, Page 65** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 354 acres.
8. Oil and Gas Lease, from Walter N. and Glenna L. Dornon, husband and wife, to National Petroleum Corporation, dated February 13, 1974, recorded on August 14, 1974, and recorded in **Volume 87, Page 376** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 80 acres. Said lease being assigned by National Petroleum Corporation to Worthington Oil Company, Inc., on March 6, 1974, in Volume 87, Page 409. Said lease being further assigned by Worthington Oil Company, Inc. to Redman Oil Company on March 15, 1974, in Volume 87, Page 412. Said lease being further assigned by E. C. Redman, d/b/a Redman Oil Company to Howard D. Atha on November 4, 1976, in Volume 90, Page 260.
9. Oil and Gas Lease, from Russell D. Lucas to Pan American Exploration, dated March 21, 1979, recorded on May 25, 1979, and recorded in **Volume 94, Page 204** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 73 acres. Said lease being assigned by Pan American Exploration to American Hunter Exploration, Ltd. on July 23, 1980 in Volume 97, Page 106. Said lease being further assigned by American Hunter Exploration, Ltd. to International Resource Development Corporation on August 5, 1981 in Volume 98, Page 741. Said lease being further assigned by International Resource Development Corporation to Amurex Corporation on March 7, 1984 in Volume 102, Page 117.

WHEREAS, the above-mentioned leases affect the parcel described as follows:

Tax Parcel No. **43-60021.000**, being 4.158 acres, more or less, out of the Southwest Quarter of Section 7, Township 5N, Range 4W, located in Washington Township, Belmont County, Ohio, and described in Book 616, Page 624, dated November 25, 1983, by and between Russell D. Lucas and Violet J. Lucas, his wife, as grantors, and The Board of Commissioners of Belmont County, Ohio, as grantee.

NOW, THEREFORE, the undersigned request that the following statement be made in the margins of the above-mentioned leases, or wherever applicable if microfilm is used:

“This lease cancelled pursuant to affidavit of forfeiture recorded as Official Record Volume 575, Page 590.”

It is the intent of the parties herein to file this notice due to the absence of a filing by the above-mentioned lessees, their successors or assigns, within sixty (60) days of notice, which was made by publication in the Times Leader, 200 S. 4th Street, Martins Ferry, OH 43935, a newspaper of general circulation, on August 14, 2015, and by mailed notice to The Natural Gas Company of West Virginia on August 13, 2015.

This Notice may be executed in any number of counterparts, each of which when taken together shall be deemed to be one and the same instrument.

Mark A. Thomas /s/ 11-24-15

Mark A. Thomas, President,
Belmont County Board of Commissioners Date

Ginny Favede /s/ 11-24-15

Ginny Favede, Vice President,
Belmont County Board of Commissioners Date

Matt Coffland /s/ 11-24-15

Matt Coffland, Member,
Belmont County Board of Commissioners Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO BELMONT COUNTY DISTRICT LIBRARY BOARD

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the appointment of Christopher Berhalter to the Belmont County District Library Board effective November 1, 2015 through July 30, 2021 to fill the unexpired term of Madelyn Holbrook.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENT TO
THE MENTAL HEALTH AND RECOVERY BOARD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Ms. Paula Ginther to the Mental Health and Recovery Board to fill the unexpired term of Ms. Pam Benedetta, effective immediately through June 30, 2019, based upon the recommendation of the Mental Health and Recovery Board.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE RENEWAL OF THE ONE-
YEAR LEASE AGREEMENTS WITH BCDJFS FOR THE
FOX SHANNON AND MARTINS FERRY SATELLITE OFFICES**

Motion made by Mr. Coffland, seconded by Mrs. Favede, to approve and authorize Commission President Mark A. Thomas to sign the renewal of the one-year lease agreements with the Belmont County Department of Job and Family Services for the Fox-Shannon and Martins Ferry locations, effective January 1, 2016, as follows:

<u>Building Location</u>	<u>Annual Amount</u>
310 Fox-Shannon Place	\$ 2,155.99
Walnut St., Martins Ferry	\$23,465.00

2016 LEASE AGREEMENT

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont County Department of Job & Family Services**, Lessee, leases to the Lessee, the following premises:

Fourteen thousand two hundred twenty five (14,225) square feet of office space in the building known as the **310 Fox Shannon Place** and located at **310 Fox Shannon Place, St. Clairsville, Ohio 43950**.

For the term of one (1) year commencing on January 1, 2016 at a total cost of \$2,155.99, payable in seven (7) monthly installments of \$179.67 and five (5) monthly installments of \$179.66 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Said amount is calculated from the original amortization schedule.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay rent for capital cost purposes at the amounts designated in the forty (40) year amortization schedule on file with the Commissioners' office. Property insurance on this facility is collected in the annual cost allocation plan as part of the Shared indirect cost amount. Other operating costs such as utilities, etc., are paid directly by Lessee.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 24th day of November, 2015, at St. Clairsville, Ohio.

Mark A. Thomas /s/
Mark A. Thomas, President
Belmont County Board of Commissioners
Lessor

Vince Gianangeli /s/
Vince Gianangeli, Director
Belmont County Dept. of Job & Family Services
Lessee

Approved as to form:
David K. Liberati /s/
David K. Liberati
Belmont County Assistant Prosecutor

2016 LEASE AGREEMENT

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:

Nine thousand eight hundred and sixty-one (9,861) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935**.

For the term of one (1) year commencing on January 1, 2016 at a total cost of \$23,465.00, payable in eight (8) monthly installments of \$1,955.42 and four (4) monthly installments of \$1,955.41 each, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;

6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
 7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
 8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
 9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
 10. Lessee agrees to pay in conjunction with capital costs and insurance, the actual operational costs which represent the Lessee's actual utility payments for electric, gas, water, and sewage directly to the vendor providing said services. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and insurance costs are calculated from the annual Maximus Cost Allocation Plan. All utility payments are derived from actual billings from each individual provider.
 11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
 12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
 13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
 14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
 15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
 16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
 17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.
- The Lessor and Lessee have signed on the 24th day of November, 2015, at St. Clairsville, Ohio.

Mark A. Thomas /s/

Mark A. Thomas, President
Belmont County Board of Commissioners
Lessor

Vince Gianangeli /s/

Vince Gianangeli, Director
Belmont County Dept. of Job & Family Services
Lessee

Approved as to form:

David K. Liberati /s/

David K. Liberati
Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE ONE-YEAR LEASE
AGREEMENT WITH SOIL AND WATER CONSERVATION DISTRICT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commission President Mark A. Thomas to sign a one-year, \$5,000.00 lease agreement with the Board of Supervisors of the Belmont Soil and Water Conservation District for the office located at 101 North Market Street, St. Clairsville, effective January 1, 2015.

2015 LEASE AGREEMENT

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont Soil & Water Conservation District**, Lessee, leases to the Lessee, the following premises:

Nine hundred sixty (960) square feet of office space in the building known as the **Courthouse Annex III** and located at **101 North Market Street, St. Clairsville, Ohio**.

For the term of one (1) year commencing on January 1, 2015 at a total cost of \$5,000.00, payable in one lump sum, at the office of the Lessor, Belmont County Courthouse, 101 West Main St., St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
11. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
12. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
13. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
14. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.
15. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.

The Lessor and Lessee have signed on the 24th day of November, 2015, at St. Clairsville, Ohio.

Mark A. Thomas /s/

Mark A. Thomas, President
Belmont County Board of Commissioners
Lessor

Jason Mayberry /s/

Jason Mayberry, Chairman, Board of Supervisors
Belmont Soil & Water Conservation District
Lessee

Approved as to form:

David K. Liberati /s/

David K. Liberati

Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION APPOINTING
THE BELMONT COUNTY COMMISSION PRESIDENT TO THE
BELMONT COUNTY TOURISM COUNCIL BOARD OF DIRECTORS**

Motion made by Commissioner Coffland, seconded by Commissioner Favede to adopt the following resolution:

**RESOLUTION APPOINTING
THE BELMONT COUNTY COMMISSION PRESIDENT TO THE
BELMONT COUNTY TOURISM COUNCIL BOARD OF DIRECTORS**

Whereas, per the Belmont County Tourism Council By-Laws, the Tourism Council Board of Directors shall consist of seven (7) members appointed by the Commissioners of Belmont County, Ohio; and

Whereas, per the Belmont County Tourism By-Laws, Council members shall serve a five year term; and

Whereas, there is currently an open seat on the Tourism Council Board of Directors due to an unexpired term ending February 21, 2017; and

Whereas, it is the intent of the Belmont County Board of Commissioners that the President of the Board of Commissioners shall hold a position on the Tourism Council Board of Directors going forward; and

Now, therefore, be it resolved, the Belmont County Board of Commissioners appoints Commission President Mark A. Thomas to the Belmont County Tourism Council Board of Directors, effective immediately through December 31, 2015, and;

Be it further resolved, that the succeeding Commission Presidents shall hold this position annually through February 21, 2017.

Adopted this 24th day of November, 2015

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING FOR THE
ENGINEERS PROJECT 15-6 BEL-4-8.85 SLIP REPAIR**

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners' Office for the Engineers Project 15-6 BEL-4-8.85 Slip Repair; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
BBR Drilling Co. Inc 41462 Palmer Rd. Belmont, Ohio 43718	X	\$113,200.00
Ohio West Virginia Excavating P.O. Box 128 Powhatan Point, Ohio (Engineer's estimate-\$116,320.00)	X	\$115,950.00

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for Engineers Project 15-6 BEL-4-8.85 Slip Repair to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING FOR WATER
STORAGE TANK RECOATING/SANITARY SEWER DISTRICT**

This being the day and 9:45 a.m. being the hour that bids was to be on file in the Commissioners' Office for the Belmont County Commissioners Contract No. 1 – Water Storage Tank Recoating; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Central Painting & Sandblasting Inc. 8473 Riverland Ave., SW Navarre, Ohio 44662	X	\$446,500.00
Horizon Bros. Painting Corp. 10023 Bergin Rd. Howell, Michigan 48843	X	\$665,600.00
L.C. United Painting Co. 3525 Barbara Dr. Sterling Heights, Michigan 48310	X	\$561,500.00
L & T Painting 43347 Woodbridge Dr. Clinton Township, Michigan 48038	X	\$272,000.00
MK Painting Inc. 4157 7 th St. Wyandotte, Michigan 48192	X	\$394,000.00
UCL, Inc. 2025 Stapleton Ct. Cincinnati, Ohio 45240	X	\$529,580.00
Utility Service Co., Inc. 535 Courtney Hodges Blvd. Perry, Georgia 31069	X	\$537,131.00
Worldwide Industries Corp. 470 Mitchell Hill Road Butler, Pennsylvania 16002	X	\$400,800.00

November 24, 2015

Present for the bid opening were – Jeff Vaughn, Project Engineer of Vaughn, Coast and Vaughn, Mark Esposito, Sanitary Sewer District Project Manager and Kelly Porter, Sanitary Sewer District Director. Engineer's estimate: \$550,000.00

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Belmont County Commissioners Contract No.1- Water Storage Tank Recoating to Kelly Porter, Director of SSD, for review and recommendation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:01 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Dana Meager, HR Administrator and Mark Lucas, Clemans Nelson & Associates, pursuant to ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:06 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to exit executive session at 11:06 a.m.

Upon roll call the vote was as follows:

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

Commissioner Thomas noted that Commissioner Favede left the meeting for another engagement.

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:07 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 11:07 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd day of December, 2015.

Mark A. Thomas /s/ _____

Matt Coffland /s/ _____ COUNTY COMMISSIONERS

Ginny Favede /s/ _____

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

Mark A. Thomas /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK