

St. Clairsville, Ohio

March 4, 2015

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

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
A-AT&T	Telephone-Public Defender/General Fund	156.51
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	95.77
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	696.47
D-Ohio-WV Excavating	Eng. Proj. 14-6 Slip Repair/Road and Bridges Fund	8,607.50
S-AT&T	Internet/Eastern Ct. General Special Projects Fund	28.81
S-Courtview	2015 Support/Eastern Div. Ct. Computer Fund	1,000.00
S-Crossroads Counseling	Treatment services/Smart Ohio Pilot Grant	9,831.38
W-Ohio Attorney General Office	2014 SVAA-De-Obligation/Prosecutor's Victim Program	34.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for March 4, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$29,903.94
A-GENERAL/CLERK OF COURTS	\$355.64
A-GENERAL/COMMON PLEAS	\$2,141.54
A-GENERAL/CORONER	\$2,691.37
A-GENERAL/EMA	\$2,338.15
A-GENERAL/ENGINEER	\$2,201.25
A-GENERAL/PROBATE COURT	\$874.45
A-GENERAL/RECORDER	\$5,802.64
A-GENERAL/SHERIFF	\$16,802.00
A-GENERAL/911	\$1,764.59
B-Dog & Kennel Fund	\$319.34
D-District Detention Home	\$5,601.42
E-911	\$910.75
H-Job & Family Services, Public Assistance	\$85.54; \$17,609.00; \$5,714.10; \$3,568.35
H-Job & Family, WIA	\$4,215.00; \$307.50; \$2,379.33; \$6,746.11; \$4,656.64; \$604.50
K-Engineer MVGT	\$14,042.86
M-Juvenile Ct. – Placement I	\$3,920.00
M-Juvenile Ct. – Placement II	\$986.93
M-Juvenile Ct. – Title IV-E Reimb.	\$209.67
P-Oakview Admn Bldg.	\$302.55
S-Certificate of Title Adm Fund	\$13,472.81
S-Clerk of Courts Computer Fund	\$6,311.54
S-Job & Family, Children Services	\$18,334.10; \$2,572.97; \$24,071.30
S-Juvenile Ct. Computer Fund	\$23.61
S-Juvenile Ct. General Special Projects	\$246.40
S-Northern Ct. General Special Projects	\$531.82
S-Oakview Juvenile Residential Center	\$1,226.19
S-Port Authority	\$2,619.87
S-Probate Court Computer Fund	\$4,146.75
S-Probate Court Conduct of Business	\$3,085.87
S-Senior Services	\$26,487.57
S-Sheriff Commissary	\$462.48
U-Sheriff's Reserve Account	\$3,655.30
W-CEBCO Wellness Grant	\$5.46
W-Law Library	\$6,268.55

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

L01 SOIL CONSERVATION FUND AND THE L05 WATERSHED COORDINATOR FUND/BSWCD

FROM	TO	AMOUNT
E-1810-L001-L01.002 Salaries	R-1815-L005-L05.574 Transfers In	\$7,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mrs. Favede 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:

****JANUARY 2, 2015****

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

E-2600-H005-H09.000 Other Expenses \$5,584.07

S30 OAKVIEW JUVENILE REHABILITATION FUND

E-8010-S030-S40.000 Grant Holding Account \$10,552.16

**** FEBRUARY 18, 2015 ****

W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002 Salaries \$3,440.92

E-1511-W080-P08.005 Medicare \$100.00

****MARCH 4, 2015****

E10 9-1-1 FUND

E-2200-E010-E07.000 Other Expenses \$1,452.00

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

E-2600-H005-H14.000 OWIP \$4,000.00

L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002 Salaries \$40,200.00

E-1810-L001-L03.012 Equipment \$15,000.00

E-1810-L001-L05.011 Contract Services \$5,000.00

E-1810-L001-L08.000 Scholarship/Education \$2,500.00

E-1810-L001-L09.000 Travel & Expenses \$2,576.00

E-1810-L001-L11.003 PERS \$15,000.00

E-1810-L001-L13.005 Medicare \$5,000.00

L05 WATERSHED COORDINATOR FUND/BSWCD

E-1815-L005-L01.002 Salaries \$5,000.00

E-1815-L005-L11.003 PERS \$1,000.00

E-1815-L005-L13.005 Medicare \$500.00

E-1815-L005-L15.006 Hospitalization \$500.00

M60 CARE & CUSTODY-JUVENILE COURT

E-0400-M060-M25.002 Salaries C-CAP \$13,976.11

E-0400-M060-M71.002 Salaries Substance Abuse \$30,000.00

S17 CHILDREN SERVICES FUND/BCDJFS

E-2765-S017-A31.000 Other Expenses \$138,082.00

OAKVIEW JUVENILE/VARIOUS

E-8007-S027-S06.000 OVESC Program Supplies \$180.00

E-8010-S030-S72.000 Capital Repairs \$2,306.00

E-8011-S031-S02.000 Food (Meal Tickets) \$82.50

E-8011-S031-S02.000 Food (NSLA) \$1,695.77

E-8012-S032-S00.000 Activity Fund \$45.00

T19 MOVING OHIO FORWARD DEMO PROGRAM FUND

E-9719-T019-T06.000 Pultney Township \$ 8,100.00

T70 FEMA-HAZARD MITIGATION-NEFFS FUND

E-9712-T070-T05.013 Contract-Projects \$24,345.50

SHERIFF/VARIOUS

E-0131-A006-A07.000 Training \$5,200.00

E-0131-A006-A09.000 Medical \$1,078.73

E-0131-A006-A21.000 Towing \$450.00

E-0131-A006-A23.000 Background \$834.00

E-0131-A006-A24.000 E-SORN \$385.00

E-0131-A006-A26.000 K-9 \$218.00

E-0131-A006-A30.000 Project Lifesaver \$80.00

E-0131-A006-A32.000 Warrant Fee \$240.00

E-5100-S000-S01.010 Commissary \$7,676.91

E-5101-S001-S06.000 CCW License \$2,414.00

E-5101-S001-S07.012 CCW Equipment \$1,651.00

E-9710-U010-U06.000 Reserve \$6,729.04

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER POS

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 4, 2015:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund/Commissioners

E-0051-A001-A08.000 Travel & Expenses \$ 515.00

M62 Intake Coordinator-Juvenile Court

E-0400-M062-M02.000 Other Expenses \$ 849.33

M64 Placement Services-Juvenile Court

E-0400-M064-M05.000 Placement Costs \$6,040.62

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated March 4, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.
MOVING OHIO FORWARD DEMO PROGRAM - \$8,100.00 deposited into R-9719-T019-T01.501 on 02/04/15.
FEMA-Hazard Mitigation/Neffs Fund - \$24,345.50 deposited into R-9712-T070-T01.501 on 03/03/15

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:
AUDITOR – Doug DeVault to travel to Zanesville, OH, on March 10 & 11, 2015, to attend ODA Regional Training on Retail Motor Fuel Pumps for Weights and Measures. A county car will be used for travel. Estimated expenses: \$50.00
DJFS – Vince Gianangeli to travel to Cadiz, OH, on March 19, 2015, to attend WIB Meeting. Brenna Rocchio and Lori O’Grady to travel to Columbus, OH, on March 3-4, 2015 for a meeting on personnel issues with Isaac Wiles. Estimated expenses: \$493.75
Michael Schlanz to travel to Cadiz, OH, on March 19, 2015, to attend a WIB meeting and on March 20, 2015, to attend a COG Meeting. Estimated expenses: \$24.00
ENGINEER – Terry D. Lively to travel to Newark, OH, on April 21-23, 2015 for Part I and on May 12-14, 2015 for Part II, to attend ODOT Bridge Inspection training. Estimated expenses: \$1,000.00
SANITARY SEWER DISTRICT – Alec Dombroski, William Eddy and Kyle Lachendro to travel to Wooster, OH, on March 18, 2015, to attend an O.U.P.S. Excavator Seminar. A county vehicle will be used for travel.
SENIOR SERVICES – Linda Wells and seniors to travel to Wheeling, WV, on March 27, 2015, for a senior center outing. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of February 18, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH XTO ENERGY, INC., /VIOLET WELL PAD AND WASSMAN WELL PAD

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreements for Drilling Projects and Infrastructure** with XTO Energy, Inc. effective March 4, 2015 for the purpose of ingress and egress for “Drilling Activity” at the following sites:

- 1.8 miles of CR 4 (Sand Hill Road) from the Hurst and Violet Well Pad.
- 1.2 miles of CR 44 (Winding Hill Road) from the Wassman Well Pad.

Note: County Wide Bond# 019044749 for \$3 million on file.

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 XTO Energy, Inc, whose address is XTO Energy, Inc of 810 Houston Street, Fort Worth, TX 76102 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Pultney Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and
WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [**Hurst and Violet well pad**], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [**Hurst and Violet well pad**] (hereafter collectively referred to as “oil and gas development site”) located in Pultney Township, in Belmont County, Ohio; and
WHEREAS, Operator intends to commence use of 1.8 miles of CR (4) and _____ miles of CR/TR (_____) for the purpose of ingress to and egress from the [**Hurst and Violet well pad**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**Hurst and Violet 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, 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 4, to be utilized by Operator hereunder, is that exclusive portion beginning at SR 147, onto CR 4 north 1.8 mile to the location road on the right. It is understood and agreed that the Operator shall not utilize any of the remainder of CR (4) for any of its Drilling Activities hereunder.
2. The portion of CR/TR (N/A), to be utilized by Operator hereunder, is that exclusive portion beginning at _____ N/A 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/TR (N/A) 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, 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 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 **BLANKET BOND #019044749 for \$3,000,000.00 in place to cover designated roads and bridges**. 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 the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is 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 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 Drilling Activity whatsoever.

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 _____ March 4 _____, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: *Mark A. Thomas /s/*

Commissioner/Trustee

By: *Ginny Favede /s/*

Commissioner/Trustee

By: *Matt Coffland /s/*

Commissioner/Trustee

Operator

By: *Michael R. Johnson /s/*

Printed name: Michael R. Johnson

Company Name: XTO Energy, Inc
Title: VP Production Operations Appalachia Division

Dated: 2/16/2015

By: *Fred F. Bennett /s/*

County Engineer

Dated: 3/4/15

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

County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by said Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show compliance.

Authority shall:

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

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

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

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

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RECITALS

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

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

WHEREAS, Operator intends to commence use of 1.2 miles of CR (44) and N/A miles of CR/TR (N/A) for the purpose of ingress to and egress from the [**Wassman well pad**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**Wassman 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, 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 44, to be utilized by Operator hereunder, is that exclusive portion beginning at SR 147 South onto CR 44 for 1.2 miles to pad access on the right. It is understood and agreed that the Operator shall not utilize any of the remainder of CR (44) for any of its Drilling Activities hereunder.

2. The portion of CR/TR (N/A), to be utilized by Operator hereunder, is that exclusive portion beginning at N/A 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/TR (N/A) 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, 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 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 **BLANKET BOND #019044749 for \$3,000,000.00 in place to cover designated roads and bridges**. 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 the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is 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 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 Drilling Activity whatsoever.

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 March 4, 2015.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: *Mark A. Thomas /s/*

By: *Michael R. Johnson /s/*

Commissioner/Trustee

By: *Ginny Favede /s/*

Printed name: Michael R. Johnson

Commissioner/Trustee

Company Name: XTO Energy, Inc
Title: VP Production Operations Appalachia Division

By: *Matt Coffland /s/*

Dated: 2/16/2015

Commissioner/Trustee

By: *Fred F. Bennett /s/*

County Engineer

Dated: 3/4/15

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

County Prosecutor

Appendix A

Operator shall:

- 8) Provide for videotaping of the road prior to Drilling Activity.
- 9) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 10) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 11) Maintain CR/TR during Drilling Activities for those damages caused by said Drilling Activities.
- 12) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.
- 13) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law.
- 14) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show compliance.

Authority shall:

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

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

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

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreements for Oil and Gas Pipelines and Compressor Stations** with Summit Midstream Utica, LLC., effective March 4, 2015 for the purpose of ingress and egress for "Pipeline Activity" at the following sites:

1. 1.74 miles of CR 4 (Sand Hill Road) from the Hurst to Valve Yard Pipeline, Kurth to Wright Pipeline, and the Wright Suction Pipeline.
2. 1.19 miles of CR 44 (Winding Hill Road) from the Wassman to Jones & Miller to Wassman Pipelines
3. 0.38 miles of CR 4 (Hawthorn Hill Road) from the Jones to Kemper Pipeline.

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 5910 North Central Expressway, Suite 350, Dallas TX. 75206 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within 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 Hurst to Valve Yard, Wright Suction & Kurth to Wright Pipeline, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Hurst to Valve Yard, Wright Suction & Kurth to Wright Pipeline (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 1.74 miles of CR 4 (Sand Hill Road) for the purpose of ingress to and egress from the Hurst to Valve Yard, Wright Suction & Kurth to Wright Pipeline, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the Hurst to Valve Yard, Wright Suction & Kurth to Wright Pipeline (hereinafter referred to collectively as "OIL AND GAS PIPELINES AND COMPRESSOR STATIONS"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such OIL AND GAS PIPELINES AND COMPRESSOR STATIONS; and

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

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

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

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

1. The portion of CR 4 (Sand Hill Road), to be utilized by Operator hereunder, is that exclusive portion beginning at JCT SR 147 and running Northeast for 1.74 miles to the JCT. T-308. 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 STATIONS shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the OIL AND GAS PIPELINES AND COMPRESSOR STATIONS on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the OIL AND GAS PIPELINES AND COMPRESSOR STATIONS on the Route by Operator. The amount of the blanket bond or surety shall be listed on bond # 00220044096 in an amount of \$1,000,000 & 00/100 DOLLARS. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on March 4, 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: **Summit Midstream Utica, LLC**
 5910 North Central Expressway, Suite 350
 Dallas, TX. 75206
 1st Contact – Scott Newby
 Cell: (469) 286-7827
 Email: scnewby@summitmidstream.com
Summit Midstream Utica, LLC
 3489 Smithton Road
 West Union, WV 26456
2nd Contact - Renata Busch
 Office: (304) 566-3184
 Cell: (304) 871-0592
 Email: rbusch@summitmidstream.com
Summit Midstream Utica, LLC
 999 18th Street, Suite 3400 South
 Denver, CO. 80202
 3rd Contact- Jesse Wood
 Office: (720) 452-6230
 Cell: (303) 885-5559
 Email: jwood@summitmidstream.com

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

Authority

Operator

SUMMIT MIDSTREAM UTICA, LLC

By: *Mark A. Thomas /s/*

By: *Scott Newby /s/*

Commissioner

Printed name: Scott Newby
Title: Area Operations Manager, Utica
Dated: _____

By: *Ginny Favede /s/*

Commissioner

By: *Matt Coffland /s/*

Commissioner

By: *Fred F. Bennett /s/*

County Engineer

Dated: 3/4/15

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

County Prosecutor

Appendix A

Operator shall:

- 15) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 16) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 17) Upgrade CR 4 in accordance with the attached plans and/or county standards.
- 18) Maintain CR 4 during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 19) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 20) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 21) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

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

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

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Summit Midstream Utica, LLC, whose address is 5910 North Central Expressway, Suite 350, Dallas TX. 75206 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Pultney 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 Wassman to Jones & Miller to Wassman Pipelines, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Wassman to Jones & Miller to Wassman Pipelines (hereafter collectively referred to as "OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES") located in Pultney Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.19 miles of CR 44 (Winding Hill Road) for the purpose of ingress to and egress from the Wassman to Jones & Miller to Wassman Pipelines, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the Wassman to Jones & Miller to Wassman Pipelines (hereinafter referred to collectively as "OIL AND GAS PIPELINES AND COMPRESSOR STATIONS"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such OIL AND GAS PIPELINES AND COMPRESSOR STATIONS; and

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

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

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

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

1. The portion of CR 44 (Winding Hill Road), to be utilized by Operator hereunder, is that exclusive portion beginning at JCT SR 147 and running Southeast for 1.19 miles to the pipeline crossing. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 44 for any of its OIL AND GAS PIPELINES AND COMPRESSOR STATIONS hereunder.

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

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known OIL AND GAS PIPELINES AND COMPRESSOR STATIONS utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The

Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the Railroad Company, or lack of notification by Operator.

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

5. Unless excepted for the reasons provided below, prior to the OIL AND GAS PIPELINES AND COMPRESSOR STATIONS on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the OIL AND GAS PIPELINES AND COMPRESSOR STATIONS on the Route by Operator. The amount of the blanket bond or surety shall be listed on bond # 00220044096 in an amount of \$1,000,000 & 00/100 DOLLARS. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

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

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

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

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

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

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

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

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

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

15. This Agreement shall be in effect on March 4, 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: **Summit Midstream Utica, LLC**

5910 North Central Expressway, Suite 350
Dallas, TX. 75206

1st Contact – Scott Newby
Cell: (469) 286-7827
Email: scnewby@summitmidstream.com

Summit Midstream Utica, LLC

3489 Smithton Road
West Union, WV 26456

2nd Contact - Renata Busch

Office: (304) 566-3184
Cell: (304) 871-0592
Email: rbusch@summitmidstream.com

Summit Midstream Utica, LLC

999 18th Street, Suite 3400 South
Denver, CO. 80202

3rd Contact- Jesse Wood

Office: (720) 452-6230

Cell: (303) 885-5559

Email: jwood@summitmidstream.com

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

Authority

Operator

SUMMIT MIDSTREAM UTICA, LLC

By: *Mark A. Thomas /s/*

By: *Scott C. Newby /s/*

Commissioner

Printed name: Scott Newby
Title: Area Operations Manager, Utica
Dated: _____

By: *Ginny Favede /s/*

Commissioner

By: *Matt Coffland /s/*

Commissioner

By: *Fred F. Bennett /s/*

County Engineer

Dated: 3/4/15

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Appendix A

Operator shall:

- 22) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 23) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 24) Upgrade CR 44 in accordance with the attached plans and/or county standards.
- 25) Maintain CR 44 during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 26) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 27) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 28) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

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

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

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Summit Midstream Utica, LLC, whose address is 5910 North Central Expressway, Suite 350, Dallas TX. 75206 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Pultney 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 Jones to Kemper Pipeline, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Jones to Kemper Pipeline (hereafter collectively referred to as "OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES") located in Pultney Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.38 miles of CR 4 (Hawthorn Hill Road) for the purpose of ingress to and egress from the Jones to Kemper Pipeline, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the Jones to Kemper Pipeline (hereinafter referred to collectively as "OIL AND GAS PIPELINES AND COMPRESSOR STATIONS"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such OIL AND GAS PIPELINES AND COMPRESSOR STATIONS; and

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

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

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

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

1. The portion of CR 4, (Hawthorn Hill Road), to be utilized by Operator hereunder, is that exclusive portion beginning at JCT SR 147 and running Southeast for 0.38 miles to the pipeline crossing. 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 STATIONS shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the OIL AND GAS PIPELINES AND COMPRESSOR STATIONS on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the OIL AND GAS PIPELINES AND COMPRESSOR STATIONS on the Route by Operator. The amount of the blanket bond or surety shall be listed on bond # 0022044096 in an amount of \$1,000,000 & 00/100 DOLLARS. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

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

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

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

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

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

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

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

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

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

15. This Agreement shall be in effect on March 4, 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:

Summit Midstream Utica, LLC
5910 North Central Expressway, Suite 350
Dallas, TX. 75206
1st Contact – Scott Newby
Cell: (469) 286-7827
Email: scnewby@summitmidstream.com

Summit Midstream Utica, LLC
3489 Smithton Road
West Union, WV 26456
2nd Contact - Renata Busch
Office: (304) 566-3184
Cell: (304) 871-0592
Email: rbusch@summitmidstream.com

Summit Midstream Utica, LLC
999 18th Street, Suite 3400 South
Denver, CO. 80202
3rd Contact- Jesse Wood
Office: (720) 452-6230
Cell: (303) 885-5559
Email: jwood@summitmidstream.com

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

Authority

Operator

SUMMIT MIDSTREAM UTICA, LLC

By: *Mark A. Thomas /s/*

By: *Scott C. Newby /s/*

Commissioner

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

By: *Ginny Favede /s/*

Commissioner

By: *Matt Coffland /s/*

Commissioner

By: *Fred F. Bennett /s/*

County Engineer

Dated: 3/4/15

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

County Prosecutor

Appendix A

Operator shall:

- 29) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 30) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 31) Upgrade CR 4 in accordance with the attached plans and/or county standards.
- 32) Maintain CR 4 during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 33) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 34) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 35) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

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

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE FIFTH ADDENDUM TO THE MASTER CLIENT SERVICES AGREEMENT WITH DIGITAL DATA COMMUNICATIONS, INC./ANIMAL SHELTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the fifth addendum to the Master Client Services Agreement effective December 1, 2012 to November 30, 2015 with Digital Data Communications, Inc. to add the Belmont County Animal Shelter service location to Schedule 1 at an additional cost of \$300 per month in Schedule 2, effective March 1, 2015.

**Digital Data Communications, Inc.
MASTER CLIENT SERVICES AGREEMENT
FIFTH ADDENDUM**

Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1st, 2012-November 30, 2015.

This Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1st, 2012-November 30, 2015 ("Addendum") is an addendum between Digital Data Communications, Inc. ("Company") and Belmont County Commissioners ("Client"), which is dated February 26th, 2015 and shall become effective as of, March 1st, 2015. The Master Services Agreement is attached and made a part of this document.

The parties, for good consideration, hereby agree as follows:

- 1. Schedule 1 number 1 of the Master Services Agreement shall be modified as follows with the text in bold added to the Item: Additional Location Added – **Belmont County Animal Shelter 45244 National Road West, St. Clairsville, OH 43950**
- 2. Schedule 2 of the Master Services Agreement shall be modified as follows with the text in bold:
 - 1) General Information Technology Consulting ~~-\$14,361.30 per month~~ **-\$14,661.30 per month**

AGREED AND ACCEPTED:

Date: _____
Digital Data Communications, Inc.
Donald "Wes" Monk, President

Date: 03/04/15
Client: Belmont County Commissioners Office
Mark A. Thomas, President
Mark A. Thomas /s/
Ginny Favede, Vice President
Ginny Favede /s/
Matt Coffland
Matt Coffland /s/

Client Initials MAT
MC
GF

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SHARP COPIER MAINTENANCE AGREEMENT WITH MOS OFFICE SYSTEMS FOR OAKVIEW RECORDS CENTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Sharp Copier Maintenance Agreement with MOS Office Systems for the term of 03/04/15 – 03/03/16. Minimum annual maintenance is \$200 per year for the Sharp MX-2600N multi-function machine located at the Oakview Records Center.

MOS OFFICE SYSTEMS

3153 BELMONT STREET ° BELLAIRE, OHIO 43906
PHONE: 740-676-2943 ° FAX: 740-676-2965

SHARP COPIER MAINTENANCE AGREEMENT

COMPANY: Belmont County Commissioners CONTACT: Ginny Favede
ADDRESS: 45240 National Rd. West TELEPHONE: 740-298-8776
CITY: St. Clairsville STATE: OH ZIP: 43950

MAKE & MODEL: Sharp MX-2600N SERIAL NUMBER: 1502321100
Billing: Quarterly 23rd February, May, August, and November
Black & White: 0.15 154,058 Color: .06 93,657

It is agreed that MOS is authorized to furnish Maintenance Service for your machine/s, make, model & serial numbers listed below, in order to keep them in satisfactory condition and prolong their operating efficiency.

1. MOS will replace Parts, Drums, Toner and Developer, including all services calls, labor and travel.
2. This maintenance agreement does not include Paper.
3. Alteration or repairs performed by personnel not authorized by MOS will VOID this contract.
4. Only those production models listed by serial number on the face of this agreement are covered by this agreement.
5. In no event shall MOS be liable for Damage caused by God, accident, storm, fire, water, spills, negligence, misuse, and incidental, consequential or special damages arising from or by reason of this maintenance agreement.
6. There will be no annual increase in maintenance per year, of no more than 5%, upon the date of renewal.
7. The minimum annual fee for copies is \$200.00. This covers all cost of maintenance.

This agreement will become in effective on the date and copy count listed below. It is to remain in force for one year from this date and will be renewed year to year at the anniversary date. To cancel by either the Customer or the Company, it must be done with a 30 day written notice and a call to MOS.

APPROVED BY: _____ Date: _____

TO RENEW: PLEASE SIGN AND RETURN

THANK YOU FOR YOUR CONTINUED BUSINESS

DATE APPROVED: 03/04/15

Matt Coffland /s/

Ginny Favede /s/

Mark A. Thomas /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A VENDOR AGREEMENT WITH SHAHEEN LAW OFFICE ON BEHALF OF BCDJFS FOR THE PROVISION OF ADULT PROTECTIVE SERVICES-LEGAL SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Vendor Agreement with Shaheen Law Office, on behalf of Belmont County Department of Job & Family Services, for the provision of Adult Protective Services-Legal Services effective March 1, 2015 through February 29, 2016 in the maximum amount of \$10,000.00.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide **Adult Protective Services – Legal Services** entered into this 4th day of **March, 2015** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as “Department” and **Shaheen Law Office**, a provider of **Legal Services** hereinafter referred to as “Provider.” This agreement will be effective from **March 1, 2015** through **February 29, 2016** inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Right Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department..
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service, including provision of insurance.

- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$80.00 per Hour for 125 Unit hours of service.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient for whom services are provided may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 4th day of March, 2015

Vince Gianangeli /s/ 3-4-15
 Department of Job and Family Services Date
 Belmont County Department of Job and Family Services
 310 Fox Shannon Place
 St. Clairsville, OH 43950
 (740)-695-1075

Michael J. Shaheen /s/ 3/4/15
 Michael J. Shaheen, Provider Date

Matt Coffland /s/ 3/4/15
 Belmont County Commissioners Date
Ginny Favede /s/ 3/4/15
 Belmont County Commissioners Date
Mark A. Thomas /s/ 3/4/15
 Belmont County Commissioners Date

As approved to form:

David K. Liberati /s/ 3/4/15
 Belmont County Prosecutor Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM DOMINIC PIETRANTON CONSTRUCTION, INC. FOR LAND CLEARING FOR THE PROPOSED SENIOR SERVICES OF BELMONT COUNTY COMMUNITY BUILDING PROJECT

Motion made by Mr. Coffland, seconded by Mr. Thomas to accept the proposal from Dominic Pietranton Construction, Inc. in the amount of \$6,740.00 for land clearing (removal of trees and underbrush) for the proposed Senior Services of Belmont County Community Building project.

<i>Dominic Pietranton Construction, Inc.</i>	Estimate
<i>47510 National Rd W</i>	Date
<i>St. Clairsville, OH 43950</i>	Estimate #
Phone # 740-695-6850	2/18/2015
<u>Name / Address</u>	89
Greencore Design, Inc.	
Jeremy Greenwood	
201 E. Main St.	
St. Clairsville, OH 43950	

Description	Qty	Cost	Total
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Belmont County Commission & Senior Services of Belmont County Senior Services of Belmont County Community Building Land Clearing Request for Proposal

Labor to remove underbrush in the identified area, remove Existing trees that are <12” in diameter at the base, some Trees will have to be cut down, chip & mulch appropriate sized trees and underbrush, and chips & mulch will remain on property, of the trees that are cut the stumps will be removed, topsoil will remain on property and as much sod will remain as possible. Proposed land clearing project is approximately 200’ wide by 125’ deep.	1	6,740.00	6,740.00
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This work will be completed in the time allotted but will be dependent upon the weather.

TOTAL \$6,740.00

Signature – Customer	Signature – Owner
<u>Matt Coffland /s/</u>	
<u>Mark A. Thomas /s/</u>	

Upon roll call the vote was as follows:

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

BREAK

RECONVENED FRIDAY, MARCH 6, 2015. PRESENT: COMMISSIONERS THOMAS AND COFFLAND. ABSENT: COMMISSIONER FAVEDE

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:56 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 11:56 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of March, 2015.

_____ COUNTY COMMISSIONERS

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.

_____ PRESIDENT

_____ CLERK