

St. Clairsville, Ohio

January 14, 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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-ACS Enterprise Solutions	Binders, internet & Docs.-Recorder/General Fund	9,714.30
A-Belmont Co. Prosecutor	FOJ Allowances/General Fund	57,851.55
A-David S. Trouten, Jr.	Reimburse travel expenses-Public Defender/General Fund	126.49
D & K-Cross Roads Construction	Eng. Proj. 14-5 Bridge Replacement/Rd & Bridges & Engineer MVGT	128,425.60
S-Comcast	Internet/Certificate of Title Adm Fund	8.18
S-Court View	Software maintenance & support/Eastern Div. Ct. Computer Fund	14,687.00
S-Court View	Software maintenance & support/Northern Div. Ct. Computer Fund	14,687.00
S-Crossroads Counseling	November services/Indigent Drivers Alcohol Fund	1,083.20
S-Eastern Division Court	December bank fees/Eastern Ct. General Special Projects Fund	128.46
S-TSG	Antivirus Protection/Northern Div. Ct. Computer Fund	396.00
W-Wayne Wallace Consulting	Computer services/DRETAC-Treasurer Office Fund	1,540.00
Y-Belmont Co. Recorder	January Lien Releases/Tax Certificate Adm Fund	72.00
Y-CEBCO	Hospitalization Insurance/Employer's Share Holding Account	451,580.09

**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 January 14, 2015 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$46,802.65
A-GENERAL/AUDITOR	\$48,422.91
A-GENERAL/CLERK OF COURTS	\$2,204.48
A-GENERAL/COMMON PLEAS COURT	\$1,893.13
A-GENERAL/PUBLIC DEFENDER	\$316.70
A-GENERAL/RECORDER	\$2,138.41
A-GENERAL/SHERIFF	\$71,429.11
A-GENERAL/TREASURER	\$3,081.34
A-GENERAL/911	\$6,672.53
B-Dog & Kennel Fund	\$2,234.73
E-911	\$91,891.25
G-Lodging Excise Tax	\$24,167.00
H-Job & Family, CSEA	\$67,905.92
H-Job 7 Family, Family Children First	\$502.40
H-Job & Family, Public Assistance	\$4,986.91; \$184.50; \$11,061.26; \$91,982.47
H-Job & Family, WIA	\$41,345.74; \$20,000.00; \$6,000.00
J-Real Estate Assessment	\$8,480.82
K-Engineer MVGT	\$10,416.49; \$1,436.79; \$32,187.84
M-Juvenile Ct. Placement I	\$2,520.00
M-Juvenile Ct. -Title IV-E Reimb.	\$14,144.51
P-Oakview Adm Bldg.	\$1,113.09
P-Sanitary Sewer District	\$8,536.67; 54,808.24; 10,572.38; \$2,973.46; \$19,568.24; \$15,000.00
S-Certificate of Title Adm Fund	\$1,640.24
S-Clerk of Courts Computer	\$15,852.81
S-District Detention Home	\$7,920.03
S-Eastern Ct. General Special Projects	\$84.93
S-Job & Family, Children Services	\$207,555.97; \$85,417.57
S-Northern Ct. General Special Projects	\$274.98
S-Oakview Juvenile Residential Center	\$849.45; \$9,934.36; \$44.93; \$597.06
S-Port Authority	\$128.20
S-Probate Conduct of Business	\$620.00
S-Senior Services	\$6,940.81
S-Sheriff CCW	\$2,550.00
S-Sheriff Commissary	\$6,379.40
S-Smart Ohio Pilot Grant	\$12,408.94
S-Western Ct. General Special Projects	\$1,110.37
S-Western Div. Ct. Computer	\$480.04
W-Marriage License	\$8,869.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND/TREASURER**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0141-A001-C03.010 Supplies	E-0141-A001-C11.000 Other Expenses	\$2,000.00

**S33 DISTRICT DETENTION HOME FUND/SARGUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0910-S033-S38.011 Contract Services	E-0910-S033-S43.000 Travel & Training	\$13,200.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfer between funds:

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund</i> E-0257-A015-A15.074 Transfers Out	<i>Juvenile Accountability Block Grant Fund-S35</i> R-0914-S035-S10.574 Transfers In	\$4,400.00

*Note: Required local match for the Juvenile Accountability Block Grant, 01/01/15-12/31/15.*

**T10 WATER AND SEWER GUARANTEE DEPOSIT FUND AND VARIOUS FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$238.44
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$491.98
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$86.48
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$249.40
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$157.92

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR**

**THE VISION INSURANCE CHARGEBACKS**

**FOR THE MONTHS OF DECEMBER, 2014 AND JANUARY, 2015**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Vision Insurance Chargebacks for the months of December, 2014 & January, 2015.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,538.25
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	107.28
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	174.78
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	12.06
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	39.78
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	55.44
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	39.78
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	492.39
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	39.78
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	110.88
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	55.44
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	13.86
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	41.58
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	12.06
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-	0.00

	Y06.500	
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	49.41
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	6.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	39.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	9.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	26.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	14.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	68.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	127.26
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	101.25
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	316.98
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	55.44
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	71.73
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	496.62
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	184.41
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	111.82
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	377.53
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	93.14
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	72.70
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	15.72
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	6.52
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	110.88
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	135.00
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	325.44
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>0.00</u>
<b>TOTAL</b>		<b>8,658.09</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE DELTA DENTAL CHARGEBACKS FOR  
THE MONTHS OF DECEMBER, 2014 AND JANUARY, 2015**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Delta Dental Chargebacks for the months of December, 2014, and January, 2015.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	16,380.18
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	384.04
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	627.50
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	140.58
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	205.76
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88

E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	140.58
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	21.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	21.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	144.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	98.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	51.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	423.32
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	243.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,774.51
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	243.46
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	205.76
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	51.44
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	154.32
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	37.70
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	186.91
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	365.19
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,169.38
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	205.76
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	248.57
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	403.29
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,341.26
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	257.86
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	364.10
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	43.34
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	16.12
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	411.52
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	411.52
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	486.92

E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,179.60
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	<u>0.00</u>
<b>TOTAL</b>		<b>29,131.17</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR DECEMBER, 2014**

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of December, 2014.

<b>Gross Wages P/E 12/13/14 to 12/27/14</b>	<b>TO</b>	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500 <b>6,766.84</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500 <b>420.00</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500 <b>2,666.47</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500 <b>4,219.92</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500 <b>4,138.30</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500 <b>1,728.41</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500 <b>693.60</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500 <b>5,162.20</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500 <b>7,362.02</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500 <b>3,925.89</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500 <b>1,092.92</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500 <b>2,563.68</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500 <b>1,603.55</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500 <b>5,784.01</b>
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500 <b>6,277.86</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500 <b>5,116.45</b>
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500 <b>6,910.54</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500 <b>2,519.33</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500 <b>811.63</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500 <b>2,783.21</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500 <b>1,991.34</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500 <b>3,115.70</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500 <b>32.00</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500 <b><u>395.71</u></b>
		<b>78,081.58</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500 <b>3,536.84</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500 <b>2,106.32</b>
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500 <b>686.07</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500 <b>628.46</b>
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500 <b>742.56</b>
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500 <b>327.92</b>
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500 <b>377.80</b>
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500 <b>532.74</b>
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500 <b>276.72</b>
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500 <b>892.64</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500 <b>46,796.46</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500 <b>8,645.35</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500 <b>1,934.53</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500 <b>2,300.88</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500 <b>12,405.93</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500 <b>3,539.49</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500 <b>728.00</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500 <b>347.20</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500 <b>976.86</b>
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500 <b>851.61</b>
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500 <b>1,059.55</b>
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500 <b>1,531.85</b>

WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	<b>1,502.73</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>8,625.82</b>
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	<b>1,064.32</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>2,377.45</b>
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	<b>189.31</b>
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	<b>37.15</b>
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	<b>116.46</b>
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	<b>700.00</b>
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	<b>6,938.38</b>
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	<b>7,761.57</b>
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	<b>4,087.07</b>
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	<b>320.40</b>
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	<b>24,655.68</b>
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	<b>13,972.75</b>
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	<b>164.23</b>
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	<b>748.98</b>
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	<b>2,970.84</b>
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	<b>268.80</b>
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	<b>615.08</b>
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	<b>573.28</b>
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	<b>872.00</b>
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	<b>72.54</b>
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	<b>2,012.91</b>
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	<b>259.64</b>
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	<b>494.64</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>605.30</b>
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			<b>251,314.69</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Coffland, 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\*\***

**N29 CAPITAL PROJECTS-FACILITIES FUND**

E-9029-N029-N02.055	Courthouse Bldg. Repair	\$14,682.00
	<i>JD&amp;E quote for new ceiling tile on the first floor of the courthouse - \$13,798.00</i>	
	<i>Flag Floors quote for third floor break room flooring - \$884.00</i>	

**\*\*JANUARY 14, 2015\*\***

**GENERAL FUND**

E-0121-A006-B02.002	Recorder/Salaries-Employees	\$55,500.00
E-0131-A006-A04.002	Sheriff/Salaries-Road Deputies	\$ 4,440.00

**E10 9-1-1 FUND**

E-2200-E010-E07.000	Other Expenses	\$1,452.00
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**E11 9-1-1 WIRELESS FUND**

E-2301-E011-E01.011	Contract Services	\$6,501.79
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**L01 SOIL CONSERVATION DISTRICT/BSWCD**

E-1810-L001-L01.002	Salaries	\$1,503.33
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**S25 CHILDREN SERVICES FUND/BCDJFS**

E-2766-S025-S10.074	Transfers Out	\$76,442.50
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**OAKVIEW JUVENILE RESIDENTIAL CENTER/VARIOUS FUNDS**

E-8011-S031-S02.000	Food (Meal Tickets)	\$90.00
E-8011-S031-S02.000	Food (NSLA)	\$1,457.90
E-8012-S032-S000.000	Activity Fund	\$43.00

**T11 BELMONT CO. CDBG CHIP GRANT FUND**

E-9702-T011-T03.000	CDBG - Grant "CHIP"	\$19,101.00
	<i>Draw No. 180 - Grant #B-C-12-1AG-1 and B-C-12-1AG-2</i>	

**Y29 TAX CERTIFICATION ADMINISTRATIVE FUND/TREASURER**

E-9829-Y029-Y05.000	Postage	\$1,500.00
E-9829-Y029-Y06.000	Recording Fees	\$10,000.00
E-9829-Y029-Y07.000	Refunds	\$1,500.00

Upon roll call the vote was as follows:

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

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

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

**CDBG - \$19,101.00** paid into R-9702-T011-T05.501 CDBG–Grant CHIP on Jan. 13, 2015. Grant #B-C-12-1AG-1 & B-C-12-1AG-2/Draw No. 0180.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

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

**DJFS** – Vince Gianangeli to travel to Columbus, OH, on March 12-13, 2015, to attend OJFSDA General Session. Estimated expenses: \$278.90. William Marinacci to travel to Columbus, OH, on March 11-13, 2015, to attend Presentation Skills Training of Trainers and on March 18-20, 2015, to attend Curriculum Development Training of Trainers. Estimated expenses: \$964.20. John LaRoche to travel to Sugarcreek, OH, on March 24-27, 2015, to attend Eastern Ohio Leadership Conference. Estimated expenses: \$512.45

Upon roll call the vote was as follows:

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

**DISCUSSION** – Commissioner Thomas advised the Annual Reorganization Meeting was held on January 12, 2015. He was appointed President and Ginny Favede was appointed Vice-President for 2015. Work sessions will continue to be held on Monday’s beginning at 9:00 a.m. until adjournment or on Tuesdays at 9:00 a.m. in case of a Monday holiday. Regular board meetings will be held on Wednesday’s at 9:00 a.m. until adjournment. Town Hall meetings will be held upon request or as desired by the board. Open Public Forum will continue at or near the head of the agenda when possible. He reminded that per the Ohio Revised Code, an open meeting doesn’t give the right to speak, but the board will continue to allow.

**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 meeting of November 19 and November 25, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN 2015**

**RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN 2015**

Commissioner Coffland moved the adoption of the following resolution:

**WHEREAS**, Article IV, Section 6, of the Code of Regulations of the County Commissioners’ Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and **WHEREAS**, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

**WHEREAS**, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

**NOW THEREFORE BE IT RESOLVED** that Commissioner Mark A. Thomas is designated as the Official Voting Representative of Belmont County.

**BE IT FURTHER RESOLVED** that Commissioner Ginny Favede is designated as the Alternate Voting Representative of Belmont County.

The motion was seconded by Commissioner Favede.

Upon roll call the vote was as follows:

Commissioner Coffland	Yes
Commissioner Favede	Yes
Commissioner Thomas	Yes

PASSED AND ADOPTED by the Board of County Commissioners of Belmont County at St. Clairsville, on the 14<sup>th</sup> day of January, 2015.

**IN THE MATTER OF APPOINTING MARK A. THOMAS, PRESIDENT, TO REPRESENT THE BELMONT COUNTY COMMISSIONERS ON THE COMMUNITY IMPROVEMENT CORPORATION (CIC) BOARD OF TRUSTEES FOR THE YEAR 2015**

Motion made by Mr. Coffland, seconded by Mrs. Favede to appoint Mark A. Thomas, President, to represent the Belmont County Commissioners on the Belmont County Community Improvement Corporation (CIC) Board of Trustees for the year 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING BOARD PRESIDENT MARK A. THOMAS TO SERVE ON THE BELMONT CO. HEALTH DISTRICT ADVISORY COUNCIL FOR 2015 AND TO NAME COMMISSIONER GINNY FAVEDE AS THE ALTERNATE**

Motion made by Mr. Coffland, seconded by Mrs. Favede to appoint Board President Mark A. Thomas to serve on the Belmont County Health District Advisory Council for 2015 and to name Commissioner Ginny Favede as the alternate per O.R.C. 3709.03.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING COMMISSIONER MARK A. THOMAS TO SERVE ON THE BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL FOR THE YEAR 2015**

Motion made by Mr. Coffland, seconded by Mrs. Favede to appoint Commissioner Mark A. Thomas to serve on the Belmont County Family and Children First Council for the year 2015 per O.R.C. 121.37.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING COMMISSIONER  
GINNY FAVEDE TO SERVE AS THE CHAIRPERSON FOR  
THE BELMONT COUNTY RECORDS COMMISSION FOR 2015**

Motion made by Mr. Coffland, seconded by Mrs. Favede to appoint Commissioner Ginny Favede to serve as the chairperson for the Belmont County Records Commission for 2015 per ORC 149.38.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING COMMISSIONER  
FAVEDE TO THE JEFFERSON BELMONT REGIONAL  
SOLID WASTE AUTHORITY FOR 2015**

Motion made by Mr. Coffland, seconded by Mr. Thomas to appoint Commissioner Ginny Favede to the Jefferson Belmont Regional Solid Waste Authority for 2015 per ORC 343.011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING BOARD PRESIDENT MARK A.  
THOMAS AND VICE-PRESIDENT GINNY FAVEDE TO THE  
BELMONT COUNTY INVESTMENT ADVISORY COMMITTEE**

Motion made by Mr. Coffland, seconded by Mrs. Favede to appoint Board President Mark A. Thomas and Vice-President Ginny Favede to the Belmont County Investment Advisory committee per O.R.C. 135.341.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING COMMISSION PRESIDENT  
MARK A. THOMAS TO THE BELMONT CO. BOARD OF REVISION  
FOR THE YEAR 2015**

Motion made by Mr. Coffland, seconded by Mrs. Favede to appoint Commission President Mark A. Thomas to the Belmont County Board of Revision for the year 2015 per O.R.C. 5715.02.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION  
OF PROBATIONARY EMPLOYEE ROBERT HOOD,  
PART-TIME DELIVERY WORKER/DRIVER/SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of probationary employee Robert Hood, part time delivery worker/driver for Senior Services of Belmont County, effective January 7, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING THE MOTION APPROVING  
THE HIRING OF THOMAS PROBST AS A PART-TIME DELIVERY  
WORKER/SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to rescind the motion of January 7, 2015 approving the hiring of Thomas Probst for the position of part-time delivery worker for Senior Services of Belmont County effective January 16, 2015.

*Note: Mr. Probst has notified Senior Services that he is unable to accept the position at this time.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
BARB BALLINT FROM THE BELMONT CO. TOURISM BOARD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of Barb Ballint from the Belmont County Tourism Board effective January 5, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION  
PRESIDENT TO SIGN THE SUBGRANT AWARD AGREEMENT FOR THE  
SHERIFF'S DEPARTMENT EQUIPMENT/PATROL GRANT**



Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Subgrant Award Agreement for the Belmont County Sheriff's department Equipment/Patrol grant as follows:

Subgrant No.: 2014-JG-A02-6646  
Award Periods: 1/1/2015 to 12/31/2015  
Closeout Deadline: 2/29/2016  
Award Amounts: OCJS Funds: \$9690.08  
Cash Match: 3,230.05  
Inkind Match: 0.00  
Project Total: \$12,920.13

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR CHAPZ BAR AND GRILL UNION TOWNSHIP, BELMONT, OH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of ownership from Derosa Development, LLC to ABECA Development LLC, DBA Chapz Bar and Grill, 42478 National Rd & Bsmt & Patio, Union Township, Belmont, OH 43718 for a D5 Permit Number B TRFO 0024001. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION VICE-PRESIDENT TO SIGN THE STATE APPALACHIAN GRANT PROGRAM AGREEMENT BETWEEN THE OHIO DEVELOPMENT SERVICES AGENCY AND THE COMMISSIONERS TO CONNECT THE FAIRGROUNDS TO THE FOX SHANNON WASTEWATER TREATMENT PLANT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commission Vice-President Ginny Favede to sign the State Appalachian Grant Program agreement between the Ohio Development Services Agency and Belmont County Commissioners, Grant No. S-P-14-1AG-1, for the period beginning January 1, 2015 and ending February 20, 2016 in the amount of \$100,000.00; this is to connect the Belmont County Fairgrounds to the Fox Shannon wastewater treatment plant. This will allow the Fairgrounds to be used year-round and facilitate continued development of the area.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR THE BELMONT CO. FAIRGROUNDS SEWERAGE-WASTEWATER COLLECTION SYSTEM, FORCE MAIN & SEWAGE LIFT STATE/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the Belmont County Fairgrounds Sewerage-Wastewater Collection System, Force Main & Sewage Lift Station to the low bidder, Border Patrol LLC, in the amount of \$802,963.16, based upon the recommendation of Jeff Vaughn, Project Engineer.

**NOTICE OF AWARD**

To: Border Patrol, LLC  
86180 Water Works Road  
Hopedale, OH 43970

Project Description: **Belmont County Fairgrounds Sewerage – Wastewater Collection System, Force Main & Sewage Lift Station**

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids.

You are hereby notified that your Bid has been accepted for items in the amount of

**\$802,963.16**.

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

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

Date this 14<sup>th</sup> day of January 2015.

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

**Acceptance of Notice**

Receipt of the above Notice of Award is hereby acknowledged

by Border Patrol, LLC

this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**DISCUSSION RE: FAIRGROUNDS SEWERAGE** – Mr. Thomas stated this is good news and a long time coming. The primary purpose is to have sewerage there to upgrade the facility. The Commissioners are committed to that site to be used year round. Mr. Thomas said he commends his two colleagues for working together as a team to get to this day. He also thanked Commissioner Favede for leading the grant with OMEGA, OUE and OSU Extension. We now have a \$100,000.00 grant that will go towards the project. He said it is a great day for Belmont Co. Agricultural Society and the children of Belmont County. Mrs. Favede commended former Dean of OUE, Mr. Greenlee, and Mike McTeague for facilitating and picking their students to work with OSU Ext. and to work with the fair board to put together a strategic plan. She encourages that this document be read. The fairgrounds is economic development. She advised you need to read the document to

understand the potential that it has for this county to bring in tourism, further development and business. It plays a significant role in the future of the county. She noted we are still an agricultural community and the ability for 4-H kids to still be taught the trade of farming is significantly important to our area. She said she thought it was important to acknowledge this boards' effort on the fact that even though we are acquiring oil and gas lease bonuses and royalties, we are still doing our due diligence to bring in additional money via grants. Mr. Coffland said this is another project "off the list" and he is proud to be able to do this for the fairground.

Dave Jones, speaking on behalf of the fair board, stated their appreciation. He said this involves more than just the fairgrounds. It includes the Carnes Center and the surrounding area. They have 155 acres there and have come a long way in five years. He said this will really help them gain some other venues that they were unable to without sewerage. The fair board looks forward to when the digging starts.

Mike Bianconi stated he would have rather seen the \$700,000 general fund dollars spent on county roads, bridges and guardrails. He said he thinks that Tourism should be paying for this and not general fund dollars. Mr. Thomas noted respect for his comment, but said the board is moving forward with dollars to go towards roads and bridges. He said we did it last year and will probably do it more this year and we are taking additional measures to reduce that debt. Mrs. Favade added that she had a conversation with OMEGA and reminded that they invested \$100,000.00 in this project because they view this as economic development for our county. She said whereas the \$700,000.00 is not going towards roads, it is going towards a project that will increase businesses and economic development in the county, subsequently increasing our General Fund, and subsequently increasing the boards' ability to invest in the roads at a later date as well. Mr. Coffland said this is a long term investment and wise spending of dollars. He referred to the \$1 million the board gave to the County Engineer. Mr. Thomas concluded by stating, "Mike you are acutely aware that when the Commissioners are committing funds to the County Engineer, we are doing outside our scope of duty under the law." He said the law does not require the Commissioners to give any money towards county roads or bridges. It is very clear under the code that that is the job of the County Engineer. He continued, "The \$1 million that we gave last year for guardrails, bridges, etc., is in effect a generous gift to the County Engineer. While it is not made for his purposes, it's for the county taxpayer purposes. That money is not General Fund money that he gets to run his department. It's all gas tax and motor vehicle license tax. Mr. Thomas said the Engineer is on board with a plan of action and it is hoped the county continues its good financial position so the dollars can be committed. Mr. Thomas said he has gone to other counties and asked if they gave any General Fund dollars to the Engineer and said that does not happen.

**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/ALBRIGHT PIPELINE/KASETA PIPELINE/SCHNEGG PIPELINES**

Motion made by Mrs. Favade, seconded by Mr. Coffland to enter into **Roadway Use Maintenance Agreements for Oil and Gas Pipelines and Compressor Stations** with Summit Midstream Utica, LLC, effective January 14, 2015, for the purpose of ingress and egress for "construction activity" at the following sites:

- 1) 0.87 mi. of CR48 from the Albright Pipeline.
- 2) 1.40 mi. of CR5 and 3.17 mi. of CR56 from the Kasetta Pipeline.
- 3) 0.35 mi. of CR56 from the West to Kasetta Pipeline.
- 4) 0.38 mi. of CR56 from the Schnegg to Kasetta Pipelines and Compressor Stations.
- 5) 1.70 mi. of CR56 from the Schnegg Pipelines and Compressor Stations.

*Note: Bond 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 Mead 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 **Albright Pipeline**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Albright Pipeline (hereafter collectively referred to as "OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES") located in Mead Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.87 miles of CR 48 for the purpose of ingress to and egress from the Albright Pipeline, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the Albright 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 48, to be utilized by Operator hereunder, is that exclusive portion beginning at JCT SR 147 and running South for 0.87 miles to the JCT. T-296. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 48 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 \_\_\_\_\_ January 14 \_\_\_\_\_, 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](mailto: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](mailto:rbusch@summitmidstream.com)  
Summit Midstream Utica, LLC  
999 18<sup>th</sup> Street, Suite 3400 South  
Denver, CO. 80202  
3rd Contact- Jesse Wood  
Office: (720) 452-6230  
Cell: (303) 885-5559  
Email: [jwood@summitmidstream.com](mailto: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

By: Matt Coffland /s/  
\_\_\_\_\_  
Commissioner/Trustee

**SUMMIT MIDSTREAM UTICA, LLC**  
By: Jesse G. Wood /s/  
\_\_\_\_\_  
Printed name: Jesse Wood  
Title: Vice President  
Dated: 12-22-2014

By: Mark A. Thomas /s/  
\_\_\_\_\_  
Commissioner/Trustee

By: Ginny Favede /s/  
\_\_\_\_\_  
Commissioner/Trustee

By: Fred F. Bennett /s/  
\_\_\_\_\_  
County Engineer

Dated: 1-14-15

Approved as to Form:  
David K. Liberati /s/ Assistant  
\_\_\_\_\_  
County Prosecutor

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 3) Upgrade CR 48 in accordance with the attached plans and/or county standards.
- 4) Maintain CR 48 during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

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

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

**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 Smith, Mead and York 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 **Kaseta Pipeline**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Kaseta Pipeline (hereafter collectively referred to as "OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES") located in Smith, Mead and York Townships, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 1.40 miles of CR 5 and 3.17 miles of CR 56 for the purpose of ingress to and egress from the Kaseta Pipeline, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the Kaseta Pipeline (hereinafter referred to collectively as "OIL AND GAS PIPELINES AND COMPRESSOR STATIONS"); and

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

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

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

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

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

1. The portion of CR 5, to be utilized by Operator hereunder, is that exclusive portion beginning at JCT SR 147 and running South for 1.40 miles to the JCT. CR 56. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 for any of its OIL AND GAS PIPELINES AND COMPRESSOR STATIONS hereunder.

2. The portion of CR 56, to be utilized by Operator hereunder, is that exclusive portion beginning at JCT CR 5 and running Southeasterly for 3.17 miles to the JCT T-616. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 for any of its OIL AND GAS PIPELINES AND COMPRESSOR STATIONS 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 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.

4. 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.

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 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.

6. 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.

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

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

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

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

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

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

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

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

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

16. This Agreement shall be in effect on January 14, 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 18<sup>th</sup> Street, Suite 3400 South  
Denver, CO. 80202  
3rd Contact- Jesse Wood  
Office: (720) 452-6230  
Cell: (303) 885-5559  
Email: [jwood@summitmidstream.com](mailto:jwood@summitmidstream.com)

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

**Authority**

By: *Matt Coffland /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Mark A. Thomas /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Ginny Favede /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Fred F. Bennett /s/*

\_\_\_\_\_  
County Engineer

Dated: 1-14-15

Approved as to Form:

*David K. Liberati /s/ Assistant*

\_\_\_\_\_  
County Prosecutor

**Operator**

**SUMMIT MIDSTREAM UTICA, LLC**

By: *Jesse G. Wood /s/*

\_\_\_\_\_  
Printed name: Jesse Wood

Title: Vice President

Dated: 12-22-2014

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 3) Upgrade CR 5 and CR 56 in accordance with the attached plans and/or county standards.
- 4) Maintain CR 5 and CR 56 during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

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

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

**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 Mead and York 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 **West to Kaseta Pipeline**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the West to Kaseta Pipeline (hereafter collectively referred to as "OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES") located in Mead and York Townships, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.35 miles of CR 56 for the purpose of ingress to and egress from the West to Kaseta Pipeline, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the West to Kaseta 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 56, to be utilized by Operator hereunder, is that exclusive portion beginning at JCT T-616 and running Southeasterly on CR 56 for 0.35 miles to the West Pipeline Crossing. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 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 January 14, 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](mailto: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](mailto:rbusch@summitmidstream.com)  
Summit Midstream Utica, LLC  
999 18<sup>th</sup> Street, Suite 3400 South  
Denver, CO. 80202  
3rd Contact- Jesse Wood  
Office: (720) 452-6230  
Cell: (303) 885-5559  
Email: [jwood@summitmidstream.com](mailto:jwood@summitmidstream.com)

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

**Authority**

By: *Matt Coffland /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Mark A. Thomas /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Ginny Favede /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Fred F. Bennett /s/*

\_\_\_\_\_  
County Engineer

Dated: 1-14-15

Approved as to Form:

*David K. Liberati /s/ Assistant*

\_\_\_\_\_  
County Prosecutor

**Operator**

**SUMMIT MIDSTREAM UTICA, LLC**

By: *Jesse G. Wood /s/*

\_\_\_\_\_  
Printed name: Jesse Wood

Title: Vice President

Dated: 12-22-2014

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 3) Upgrade CR 56 in accordance with the attached plans and/or county standards.
- 4) Maintain CR 56 during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator’s OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator’s OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner’s designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator’s compliance with Ohio’s Prevailing Wage laws.

Authority shall:

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

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

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

**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 York 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 **Schnegg to Kaseta Pipeline**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Schnegg to Kaseta Pipeline (hereafter collectively referred to as “OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES”) located in York Townships, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.38 miles of CR 56 for the purpose of ingress to and egress from the Schnegg to Kaseta Pipelines and Compressor Stations, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations



associated with the Schnegg to Kaseta Pipelines and Compressor Stations (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 56, to be utilized by Operator hereunder, is that exclusive portion beginning at 0.35 miles Southeast of JCT T-616 on CR 56 and running Southeast for 0.38 miles to the JCT T-136. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 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 #022044096 in an amount of \$ 1,000,000 & 00/100 DOLLARS. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the OIL AND GAS 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 January 14, 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](mailto: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](mailto:rbusch@summitmidstream.com)  
 Summit Midstream Utica, LLC  
 999 18<sup>th</sup> Street, Suite 3400 South  
 Denver, CO. 80202  
 3rd Contact- Jesse Wood  
 Office: (720) 452-6230  
 Cell: (303) 885-5559  
 Email: [jwood@summitmidstream.com](mailto:jwood@summitmidstream.com)

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

**Authority**

By: *Matt Coffland /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Mark A. Thomas /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Ginny Favede /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Fred F. Bennett /s/*

\_\_\_\_\_  
County Engineer

Dated: 1-14-15

Approved as to Form:

*David K. Liberati /s/ Assistant*

\_\_\_\_\_  
County Prosecutor

**Operator**

**SUMMIT MIDSTREAM UTICA, LLC**

By: *Jesse G. Wood /s/*

\_\_\_\_\_  
Printed name: Jesse Wood

Title: Vice President

Dated: 12-22-2014

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 3) Upgrade CR 56 in accordance with the attached plans and/or county standards.
- 4) Maintain CR 56 during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

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

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

**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 York 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 **Schnegg Pipeline**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Schnegg Pipeline (hereafter collectively referred to as "OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES") located in York Townships, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 1.70 miles of CR 56 for the purpose of ingress to and egress from the Schnegg Pipelines and Compressor Stations, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the Schnegg Pipelines and Compressor Stations (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 56, to be utilized by Operator hereunder, is that exclusive portion beginning at JCT SR 148 and running Southwest for 1.70 miles to the Pipeline Crossing. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 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 January 14, 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](mailto: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](mailto:rbusch@summitmidstream.com)  
 Summit Midstream Utica, LLC  
 999 18<sup>th</sup> Street, Suite 3400 South  
 Denver, CO. 80202  
 3rd Contact- Jesse Wood  
 Office: (720) 452-6230  
 Cell: (303) 885-5559  
 Email: [jwood@summitmidstream.com](mailto:jwood@summitmidstream.com)

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

**Authority**

By: *Matt Coffland /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Mark A. Thomas /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Ginny Favede /s/*

\_\_\_\_\_  
Commissioner/Trustee

By: *Fred F. Bennett /s/*

\_\_\_\_\_  
County Engineer

Dated: 1-14-15

Approved as to Form:

*David K. Liberati /s/ Assistant*

\_\_\_\_\_  
County Prosecutor

**Operator**

**SUMMIT MIDSTREAM UTICA, LLC**

By: *Jesse G. Wood /s/*

\_\_\_\_\_  
Printed name: Jesse Wood  
Title: Vice President  
Dated: 12-22-2014

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 3) Upgrade CR 56 in accordance with the attached plans and/or county standards.
- 4) Maintain CR 56 during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator’s OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator’s OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner’s designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator’s compliance with Ohio’s Prevailing Wage laws.

Authority shall:

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

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

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH HAMMONTREE & ASSOCIATES, LIMITED TO PROVIDE BRIDGE INSPECTIONS FOR BELMONT COUNTY IN 2015/ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an Agreement with Hammontree & Associates, Limited, to provide bridge inspections for Belmont County in 2015, based upon the recommendation of Fred Bennett, Belmont County Engineer.

**AGREEMENT**

This Agreement entered into at St. Clairsville, Ohio, this 14<sup>th</sup> day of January, 2015, by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and Hammontree & Associates, Limited, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 5233 Stoneham Road, North Canton, Ohio 44720, WITNESSETH:

That the County and the Consultant for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

**CLAUSE I – WORK DESCRIPTION**

The Consultant agrees to provide bridge inspections for Belmont County in 2015 including:

1. Physical inspection of approximately 280 structures assigned by the County Engineer. Inspections shall be performed by a Professional Engineer, or personnel who have completed the ODOT Comprehensive Bridge Inspector’s Training Seminar.
2. Enter all inspection data into the ODOT Structure Management System (SMS). No paper inspection forms will be submitted.
3. Review and revision of inventory information where required due to repairs or rehabilitation. (Note: load ratings are not included in this contract)
4. Immediate notification of the County Engineer where rapid deterioration or dangerous conditions exist so that necessary action can be taken.
5. Provide photographs of serious conditions or rebuilt bridges for the County’s files.

**CLAUSE II – WORK SCHEDULE**

The Consultant agrees to begin immediately upon authorization to proceed. The work will be completed by the end of 2015.

**CLAUSE III – PRIME COMPENSATION**

The County agrees to compensate the Consultant for the performance of the work specified in this Agreement as follows:

Compensation based upon the work performed in accordance with the hourly rate schedule of the Hammontree & Associates, Limited, Standard Contract, 2015, with a lump sum compensation that shall not exceed Thirty Eight Thousand Five Hundred Dollars, \$38,500.00.

Prime compensations, only as agreed and by letter authorization from the County, may be added to or subtracted.

Partial payments, based upon percentage of work completed, will be invoiced by the Consultant monthly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first above written, by affixing the signature of a duly authorized officer of the Consultant and the signatures of the Board of County Commissioners or their duly authorized representative.

Witness: C. Jason Popa /s/

Witness: Shereza K. O’Hara /s/

Witness: Jayne Long /s/

Approved as to form

Upon roll call the vote was as follows:

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

**HAMMONTREE & ASSOCIATES, LIMITED**

By: Karl J. Oprisch /s/  
Title: Manager of Transportation Engineering  
**BELMONT COUNTY ENGINEER**

By: Fred F. Bennett /s/  
**BELMONT COUNTY COMMISSIONERS**

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

**BELMONT COUNTY PROSECUTOR**

By: David K. Liberati /s/  
*Assistant*

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM JARVIS, DOWNING & EMCH, INC. TO REPLACE EXISTING CEILING TILE ON THE FIRST FLOOR OF THE COURTHOUSE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal dated 01/07/15 from Jarvis, Downing & Emch, Inc. in the amount of \$13,798.00 for all labor and materials necessary to replace the existing 4-foot ceiling tile with new 2x2 Armstrong Cirrus profile ceiling tile on the first floor of the Belmont County Courthouse.

**JD & E**  
WV 000999  
**CONTRACTORS & ENGINEERS**

[www.jde-inc.com](http://www.jde-inc.com)

**Jarvis, Downing & Emch, Inc.**  
200 G. C. & P. Road  
P.O. Box 6253 ◊ Wheeling, WV 26003  
Phone (304) 232-5000 ◊ Fax (304) 232-0619  
January 7, 2015

Belmont County Commissioners  
101 West Main Street  
St. Clairsville, OH 43950  
ATTENTION: Ms. Barbara Blake  
VIA: [barb.blake@co.belmont.oh.us](mailto:barb.blake@co.belmont.oh.us)  
RE: **First Floor Ceiling Tile Replacement**

Dear Ms. Blake:

JD&E is pleased to provide pricing for supply and install new ceiling tile on the First Floor of the Courthouse. Our proposed scope of work is as follows:

1. Demo 1,300 SF of existing 4-foot ceiling tile
2. Clean existing white ceiling grid
3. Install 2-foot ceiling T’s to accept new 2x2 tile



- Independence Day 07/03/2015
- Labor Day 09/07/2015
- Columbus Day 10/12/2015
- Veteran’s Day 11/11/2015
- Thanksgiving Day 11/26/2015
- Day After Thanksgiving 11/27/2015
- HALF DAY – Christmas Eve/leave at Noon 12/24/2015
- Christmas Day 12/25/2015

Note: Election Day (First Tuesday of November) will no longer be granted as a holiday.

Motion made by Commissioner Favede and seconded by Commissioner Coffland to adopt the foregoing resolution.

Upon roll call the vote was as follows:

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

**9:30 Subdivision Hearing-Re-Plat of Wyngate Subdivision**

Present: County Engineer Fred Bennett, John Parkinson of the Engineers Department, Richland Township Trustee Greg Bizarri and Robert DeFrank of the Times Leader. The original land owner, Michael Ferns, wants to reconfigure the lots. All the current land owners signed off on the plats. Mr. Parkinson and Mr. Bennett reviewed the plat with the Board of Commissioners. Mr. Bizarri said the trustees had some concerns about the pond area, but he thinks it has been taken care of so there are no concerns to his knowledge.

**IN THE MATTER OF FINAL PLAT APPROVAL  
FOR RE-PLAT OF WYNGATE SUBDIVISION  
RICHLAND TOWNSHIP, SEC 28, T-7, R-4**

**“Hearing Had-9:30 A.M.”**

**“FINAL PLAT APPROVAL”**

*O.R.C. 711.05*

Motion made by Mrs. Favede to grant the final plat for the following:

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Re-Plat of Wyngate Subdivision, Richland Township, Section 28, T-7, R-4 which appears to be regular in form and approved by the proper parties;

**THEREFORE**, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Coffland seconded the motion and upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Pease Township Trustee Mike Bianconi requested a list of where the “big dollars” are going. Mr. Thomas noted it is stated at every meeting what is being done.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:44 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Prosecutor Dan Fry, Assistant Prosecutor Dave Liberati and Animal Shelter director Angela Hatfield pursuant to ORC 121.22(G)(3) Court Action Exception.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:50 A.M.**

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

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:51 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:24 A.M.**

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

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**BREAK  
IN THE MATTER OF APPROVING THE HIRING OF DENISE STARR  
AS A PART-TIME COOK/SENIOR SERVICES**

January 14, 2015

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Denise Starr for the position of part-time cook for Senior Services of Belmont County at the rate of \$9.00 per hour beginning January 21, 2015, based upon the recommendation of Tina Burkhart, Program Administrator, and contingent on a satisfactory background check.

Upon roll call the vote was as follows:

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



**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 11:48 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 11:48 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 21st day of January, 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