

St. Clairsville, Ohio

February 4, 2015

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

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

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
A-AT&T	Telephone-Public Defender/General Fund	147.28
A-Courtview Justice Solutions	Support services-Adult Probation/General Fund	1,184.00
A-Smartbill	Tax bills-Treasurer/General Fund	5,536.55
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	430.59
S-Crossroads Counseling	Treatment services/Smart Ohio Pilot Grant	231.36
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Sam's Cub/Synchrony Bank	Food/Oakview Juvenile Residential Center Funds	565.14
Y-Belmont County Prosecutor	Annual Allocation/Belmont Co. Drug Task Force	6,500.00
Y-CEBCO	Hospitalization Insurance/Employer's Share Holding Account	450,623.04

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 February 4, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$199,143.72
A-GENERAL/COMMON PLEAS COURT	\$607.34
A-GENERAL/EMA	\$1,370.27
A-GENERAL/ENGINEER	\$479.05
A-GENERAL/RECORDER	\$5,903.09
A-GENERAL/SHERIFF	\$5,364.22
A-GENERAL/911	\$11,030.12
B-Dog Kennel	\$16,857.38
E-911	\$1,674.25
H-Job & Family, CSEA	\$6,732.00
H-Job & Family, Public Assistance	\$27.01; \$16,666.06
H-Job & Family, WIA	\$25,013.00; \$193,464.04
K-Engineer MVGT	\$75,053.38
M-Juvenile Ct – Placement I	\$4,340.00
M-Juvenile Ct – Title IV-E Reimb.	\$209.82
P-Oakview Adm. Bldg.	\$2,449.94
S-Certificate of Title Adm Fund	\$743.22
S-District Detention Home	\$3,615.13
S-Eastern Ct. Gen. Special Projects	\$1,690.04
S-Job & Family, Children Services	\$21,938.74; \$2,630.96
S-Juvenile Ct. Gen. Special Projects	\$1,088.00
S-Northern Ct. General Special Projects	\$1,286.58
S-Oakview Juvenile Residential Center	\$1,568.58
S-Probate Court Conduct of Business	\$132.40
S-Senior Services	\$25,889.72
S-Sheriff Commissary	\$1,636.67
U-Sheriff's Reserve Account	\$227.80

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. Thomas, seconded by Mrs. Favede to approve the following transfers within fund for the following funds:

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0011-A001-B02.002 Salaries	\$7,200.00
E-0051-A001-A50.000 Budget Stabilization	E-0011-A001-B09.003 PERS	\$1,008.00
E-0170-A006-G02.002 Salaries	E-0170-A006-G11.000 Other Expenses	\$13,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

GENERAL FUND AND THE PROSECUTOR'S VICTIM ASSISTANCE FUND/W80

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1511-W080-P07.574 Transfers In	\$9,173.01

To fulfill required match for grant number 2015-VOCA-10201798--Grant Period 10/01/14-09/30/15.

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 HOSPITALIZATION CHARGEBACKS-JANUARY AND FEBRUARY 2015

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for January and February, 2015.

E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	8,945.38
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	18,793.60
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	35,494.41
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	4,637.00
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,379.90
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	594.97
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,569.84
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	4,801.31
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	1,189.95
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	3,569.85
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	902.84
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	5,662.64
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	95,362.04
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	129,431.34
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,441.00
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,379.90
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	3,282.74
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	39,064.26
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	12,802.34
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	4,759.80
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	62,182.58
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,371.16
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	1,189.94
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	2,379.91
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,569.85
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	20,270.66
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	6,949.69
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	25,442.90
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	5,497.71
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	7,949.17
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	922.54
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	344.79
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	11,002.98
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	2,260.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	492.00
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	1,428.00
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	3,282.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	2,379.90
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	3,569.85
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,282.74

E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	3,282.74
TOTALS			570,116.22

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN LIFE INSURANCE CHARGEBACKS FOR THE SECOND QUARTER PERIOD: (SEPT., OCT. & NOV., 2014)

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Fort Dearborn Life Insurance Chargebacks for the Second Quarter (Sept., Oct., & Nov., 2014)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,931.14
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	0.00
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	38.25
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	58.68
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	7.65
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	173.40
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	301.17
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	12.75
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	12.75
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	53.55
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	11.49
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	183.60
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	58.68
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	39.45
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	124.56
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	26.07
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	33.90
E-3706-P055-P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	4.17
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.38
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	22.95
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	7.65
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	53.55
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	104.58
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	680.85
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	71.46
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	25.50
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	0.00
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	17.00
	PUBLIC HLTH EMERGENCY		
E-2231-F083-F01.002	PREPAREDNESS	R-9891-Y091-Y05.500	3.84
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	0.00
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	34.00
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	45.90
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	20.46
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	7.65
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	7.65
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.30
E-0400-M060-M75.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.30
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	22.95
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.30
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	7.65
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	0.00
	Total amount this transfer		2,321.04

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

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

BCSSD/VARIOUS

E-9016-N016-N04.055	Contract-Projects	\$286,050.52
E-9018-N018-N02.055	Contract-Projects	\$5,313.49
E-9022-N022-N04.055	Contract-Projects	\$1,120,693.22
E-9023-N023-N04.055	Contract-Projects	\$1,167,151.86
E-9026-N026-N05.013	Contract-Projects	\$3,055.00
E-9027-N027-N01.055	Contract-Projects	\$3,267.74
E-9201-O004-O02.051	Interest Payment	\$16,307.69
E-9203-O006-O04.051	Interest Payment	\$646.34
E-9206-O009-O02.051	Interest Payment	\$351.64

E-9311-O011-O01.050	Principal Loan Payments	\$50,156.48
E-9312-O012-O01.050	Principal Loan Payments	\$21,169.76

****FEBRUARY 4, 2015****

GENERAL FUND

E-0131-A006-A09.000	Medical	\$665.00
<i>Paid to the wrong vendor and reimbursed. Check #5259668</i>		
E-0131-A006-A09.000	Medical	\$331.99
<i>Insurance covered billing. Overpayment. Check #401481</i>		
E-0131-A006-A04.002	Salaries-Road Deputies	\$546.71
<i>Money received for Grant #HVEO-201-7-00-00-00326-00 for September 2014.</i>		
E-0131-A006-A04.002	Salaries-Road Deputies	\$1,361.56
<i>Funds received Ohio Traffic Safety Grant for overtime IDEP-2015-7-00-00-00362.00 4th quarter, 2014.</i>		

E11 9-1-1 WIRELESS FUND

E-2200-E011-E01.011	Contract Services	\$7,500.00
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H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H01.000	Belmont Co.	\$6,054.00
E-2610-H008-H02.000	Carroll Co.	\$2,084.00
E-2610-H008-H03.000	Harrison Co.	\$1,435.00
E-2610-H008-H04.000	Jefferson Co.	\$7,551.00

H11 FAMILY AND CHILDREN FIRST COUNCIL/BCDJFS

E-2770-H011-H06.500	System of Care	\$9,003.00
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L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$5,076.00
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S17 CHILDREN SERVICES FUND/BCDJFS

E-2765-S017-S31.000	Other Expenses	\$76,442.50
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S31 N.S.L.A. OAKVIEW JUVENILE FUND

E-8011-S031-S02.000	Food (Meal Ticket)	\$60.00
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S32 OAKVIEW JUVENILE ACTIVITY FUND

E-8012-S032-S00.000	Activity Expenses	\$64.10
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S35 JUVENILE ACCOUNTABILITY BLOCK GRANT/SARGUS

E-0914-S035-S04.002	Salary	\$34,000.00
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E-0914-S035-S05.000	Fringes	\$10,000.00
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S69 MR/DD MEDICAID RESERVE FUND

E-2413-S069-S01.011	Contract Services	\$1,000,000.00
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W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salaries	\$3,000.00
E-1511-W080-P02.010	Supplies	\$250.00
E-1511-W080-P03.000	Travel	\$28.00
E-1511-W080-P04.000	Other	\$132.00
E-1511-W080-P05.003	PERS	\$500.00
E-1511-W080-P06.004	Workers Comp	\$510.00
E-1511-W080-P07.006	Hospitalization	\$2,882.59

W98 CEBCO WELLNESS GRANT FUND

E-1498-W098-W05.000	2015 Expenses	\$ 1,087.50
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Y79 UNCLAIMED FORECLOSURE FUNDS

E-9879-Y079-Y03.000	Unclaimed Funds	\$ 11,850.14
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Y88 BELMONT CO. DRUG TASK FORCE FUND

E-9888-Y088-Y05.000	Drawdown by Pros. Office	\$ 6,500.00
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$853.57
E-0131-A006-A23.000	Background	\$1,363.00
E-0131-A006-A24.000	E-SORN	\$775.00
E-0131-A006-A28.000	Shop with a Cop	\$1,320.00
E-0131-A006-A32.000	Warrant Fee	\$200.00
E-5100-S000-S01.010	Commissary	\$13,054.42
E-5101-S001-S06.000	CCW License	\$3,980.00
E-5101-S001-S07.012	CCW Equipment	\$2,135.00
E-9710-U010-U06.000	Reserve	\$6,300.70

JUVENILE/PROBATE/VARIOUS

E-1581-S081-S08.000	Probate Court/Computer Exp.	\$1,407.00
E-0400-M078-M05.000	Other Expenses	\$64,022.43
E-0400-M062-M02.000	Other Expenses	\$137.00
E-0400-M064-M05.000	Placement Costs	\$48,948.20
E-0400-M067-M01.002	Salaries	\$11,812.25

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.
GENERAL FUND - \$66.06 deposited into R-0050-A000-A02.500 on 02/03/15. (*Check No, 050352/royalties from Gulfport Energy – 11/14*).
CEBCO Wellness Grant Fund - \$1,087.50 paid into R-1498-W098-W07.500 on 01/27/15. (*Employee contributions/Source Fitness*).

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:
COMMISSIONERS – Barb Blake, Fiscal Manager, to travel to Columbus, OH, on Feb. 18, 2015, to attend the CCAO Workers’ Comp Group Retrospective Rating Program meeting. A county car will not be used for travel.
SENIOR SERVICES – Donna Steadman and seniors to travel to Moundsville, WV, on Feb. 10 & 17, 2015, for a senior center outing. Daisy Braun and seniors to travel to Wheeling, WV, on Feb. 20, 2015, for a senior center outing. Daisy Braun, Donna Steadman, Linda Wells, Michael McBride, Shirley Jo Case, Sue Hines and Sue Neavin to travel to Worthington, OH, on March 2-25, 2015, to attend Ohio Assoc. of Senior Centers Annual Conference. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 17, 22 and 30, 2014 and January 7, 2015 and the Annual Reorganization Meeting of January 12, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM H. E. NEUMANN TO INSTALL NEW QMARK ELECTRIC FAN FORCED HEATER/COMMISSIONERS’ OFFICE

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept proposal number 25794 from H.E. Neumann in the amount of \$2,529.00 for all labor and materials necessary to provide and install a new Qmark electric fan forced heater that will serve the office of the Belmont County Commissioners’ Clerk.

**H.E. Neumann
 PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS**

Proposal Date	Proposal Number	Agreement No.
01/28/2015	25794	

BY AND BETWEEN:

H. E. Neumann
 100 Middle Creek Road
 Triadelphia, WV 26059

AND

Belmont County
 101 West Main Street
 St. Clairsville, Ohio 43950

hereinafter **CONTRACTOR**

hereinafter **CUSTOMER**

**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):
 JANES OFFICE AREA**

We are pleased to confirm our proposal for all labor and materials to install a new Qmark electric fan forced heater that will serve Jane’s office area. This heater will be mounted in the ceiling and come complete with a recess mounting kit, 24 volt transformer relay, electrical disconnect switch and a fully programmable, 7-day setback digital thermostat. Belmont county will be responsible for installing wiring from the breaker panel to the new heater. We will perform the final connection on the heater. This installation would be protected by a (1) year parts and labor warranty.
 TOTAL INSTALLATION AMOUNT = \$2,529.00

CONTRACTOR

CUSTOMER

 Signature (Sales Representative)

Ginny Favede /s/

Matt Coffland /s/ Mark A Thomas /s/

Signature (Authorized Representative)

Approved For Contractor

Matt Coffland, Mark Thomas, Ginny Favede

 Signature

Name (Print/Type)

Project Sales Manager

Belmont County Commissioners

Name & Title

Title

 Date

02/04/15

Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SERVICE AGREEMENT FROM STANLEY CONVERGENT SECURITY SOLUTIONS, INC., TO RENEW THE ANNUAL MAINTENANCE OF THE ELECTRONIC SECURITY SYSTEM AT THE BELMONT CO. JAIL

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Service Agreement Number 158004-1 from Stanley Convergent Security Solutions, Inc., to renew the annual maintenance of the electronic security system at the Belmont County Jail in the amount of \$10,290.48 per year for three years, effective December 17, 2014 to December 16, 2017.

STANLEY SECURITY

Service Agreement

Agreement #: 158004-1
Dated: February 4, 2015

Stanley Convergent Security Solutions, Inc.

This Agreement is made and entered into this 4th day of February, 2015 between Stanley Convergent Security Solutions, Inc., hereinafter referred to as "Stanley" and Belmont County Sheriff's Office, OH, hereinafter referred to as "Customer".

System and Service

Stanley agrees to furnish labor for maintenance repair services, during the term of this Agreement, at the premises of the Customer located at:

Belmont County Sheriff's Office
68137 Hammond Road
St. Clairsville, OH 43950
Phone: 740-695-5124
Fax: 740-695-4781
Email: pforro@belmontsheriff.com
Attn: Sgt. Paul Forro

Terms of Renewal and Expiration

This Agreement is effective as of the execution date of this Agreement and shall have an initial term of thirty-six (36) months from the first day of the first full month after a signed agreement is received and thereafter shall be automatically renewed for consecutive terms of three (3) years, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment: Customer agrees to pay Stanley:

\$10,290.48 for services per year, as described in the Schedule of Service, payable _ monthly, _ quarterly, or x annually, in advance commencing from the first (1st) day of the month following the date the signed agreement or on this specified date: 12/17/2014. Stanley may at any time following the expiration of a thirty-six (36) month term of this Agreement, increase the monthly charge shown above, once a term. If Stanley increases the basic monthly charge in any term by an amount greater than nine (9) percent, customer may terminate the Agreement upon written notice to Stanley within fifteen (15) days of notification of such increase.

B. Payment Terms: All payments are net thirty (30) days from receipt of invoice.

Schedule of Service:

Total Price of \$10,290.48/Year Provides:
Labor Only Service Agreement
(Monday thru Friday, 8am to 4pm ET)
Priority Response Plan:
Phone response within 4 business hours. Stanley will make its best effort to respond on-site within 24 business hours for critical system failures during regular business hours. Critical failures shall be defined as catastrophic failure of the system rendering the system unusable (Examples of a catastrophic failure would be the failure of a non-redundant Central Control Station PC or a PLC processor failure).
Semi-annual inspections and system calibration (*)
Free telephone consultation, during business hours
Total Diagnosis of system problems and guaranteed repair
(* Note: There will be an added cost per month for service during after hours or holiday hours

Scope of Security Electronics System:

For the purpose of this agreement, the Security Electronics is defined to cover the following systems:

- **Touchscreen Control System**
Including PC(s), Touchscreen monitor(s) and microphone.
- **Door Control System**
Allen-Bradley programmable logic controller equipment.
Door control electrical components including door control equipment racks, relay boards, power supplies, fuses.
- **Intercom System**
Intercom, and threshold alarm system components including intercom headend, intercom field devices, and speakers.
- **CCTV System**
Including CCTV switcher interface, camera(s) and monitor(s).
- **Duress System**
Including headend equipment and wireless receivers.
- **Utility Control Interface**
Lighting and receptacle contactors controlled by the security system.
- **Security Management System**
Informer security management system computer.
- **Software**
Software including PLC, intercom, and Informer software. This is for the maintenance of the current software configuration. This includes maintaining backups.

Not included in our agreement:

- Additional Service will be charged at the current service rates.
- Coverage on weekends, holidays, before 8:00 am, and/or coverage past 4:00 p.m., EST.
- Hardware
- Wonderware license upgrades.
- Obsolete or discontinued equipment.
- VCRs. We no longer service VCRs.
- Calibration of door position or other door adjustments.
- Wiring outside the door control panels or consoles.

- Systems provided by others.
- Lifts or special equipment needed to service equipment mounted in high locations.
- Abnormal abuse of the system.
- Acts of God. (i.e. flood, tornado, lightning, etc.)
- Mechanical parts & labor on door lock system.
- Fire Alarm System.

Please sign below. Upon receipt, Stanley will execute and return a fully executed copy to you.

Stanley Convergent Security Solutions, Inc.	Customer By (Signature) (See Below)
Sales Representative <u>Dusty Hackleman, Senior Sales Engineer</u>	Name (Print or Type) <u>Mark Thomas</u>
Approved and accepted by Stanley	<u>Ginny Favede</u>
By ? /s/	<u>Matt Coffland</u>
Title <u>Vice President – Government Programs</u>	Title <u>Belmont County Commissioners</u>
Date <u>February 4, 2015</u>	Date <u>02/04/15</u>
	Bank Reference <u>WesBanco, Inc.</u>
	Telephone <u>(740) 695-3291</u>
	Account Number _____
NOT BINDING ON Stanley WITHOUT AUTHORIZED MANAGEMENT APPROVAL SIGNATURE	

Return to: Stanley Convergent Security Solutions, Inc., 14670 Cumberland Rd, Noblesville, IN 46060

DATE APPROVED 02/04/15

Matt Coffland /s/

Ginny Favede /s/

Mark A. Thomas /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO EXECUTE THE SUBGRANT AWARD AGREEMENT FOR THE SHERIFF'S OFFICE PERSONAL CRIMES INVESTIGATOR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize the Commission President Mark A. Thomas to execute the Subgrant Award Agreement for the Belmont County Sheriff's Office Personal Crimes Investigator. Subgrant No. 2014-WF-VA2-8412 & 2013-WF-VA2-8412A as follows:

- Subgrantee: Belmont County Commissioners
Implementing Agency: Belmont County Sheriff's Office
Award Periods: 01/01/2015 to 12/31/2015
Award Amounts: OCJS Funds: \$28,057.47
Cash Match: 9,358.11
Inkind Match: 0.00
Project Total \$37,415.58

- Subgrantee: Belmont County Commissioners
Implementing Agency: Belmont County Sheriff's Office
Award Periods: 01/01/2015 to 05/31/2015
Award Amounts: OCJS Funds: \$12,000.00
Cash Match: 4,018.03
Inkind Match: 0.00
Project Total \$16,018.03

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE PROSECUTING ATTORNEY'S FURTHERANCE OF JUSTICE ANNUAL REPORT FOR THE YEAR 2014

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the Belmont County Prosecuting Attorney's Furtherance of Justice annual report for the year 2014 in accordance with O.R.C. Section 325.12.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN EXTENSION/RENEWAL OF THE CONTRACTS ENTERED INTO MARCH 1, 2014 FOR HOMEMAKER/PERSONAL CARE SERVICES SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an extension/renewal of the contracts entered into March 1, 2014 for Homemaker/Personal Care Services between the Belmont County Board of Commissioners dba Senior Services of Belmont County and the following providers to extend the current contracts through February 28, 2016:

- Addus Healthcare, Inc.
- Advanced Home Health, Inc.
- I C Staffing Solutions, LLC d/b/a IC Care
- Interim Homestyle Services, a/k/a Interim Healthcare of SE Ohio, Inc.
- Just Right Homecare, Inc.

**BELMONT COUNTY COMMISSIONERS
d/b/a/ SENIOR SERVICES OF BELMONT COUNTY
Extension/Renewal of Agreement for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services**

The parties to the contract entered into as of the 1st day of **March, 2014**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a/ Senior Services of Belmont County (SSBOC)** ("Purchaser" or "Commissioners") and **Addus Healthcare, Inc.** (hereinafter "Contractor") for homemaker/personal care services hereby agree to extend the contract (or alternatively waive the sixty

(60) day provision for renewal and renew it) in accordance with Section 3 until the new termination date of February 28, 2016. The contract shall be so construed, and in all other respects, the contract remains in force. If and to the extent necessary to ensure its validity, this agreement to continue doing business according to the terms of the current contract shall be considered a new contract subject to any applicable statutory limits and the termination date of February 28, 2016.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a/ SENIOR SERVICES OF BELMONT COUNTY

Mark A. Thomas /s/ 2/11/15
Mark A. Thomas, President, **Date**
Belmont County Commissioners

Ginny Favede /s/ 2/11/15
Ginny Favede, **Date**
Belmont County Commissioner

Matt Coffland /s/ 2/11/15
Matt Coffland, **Date**
Belmont County Commissioner

FOR ADDUS HEALTHCARE, INC.
Diane Kumarich /s/ 2/4/15
Date

APPROVED AS TO FORM

David K. Liberati /s/ 2-12-15
David K. Liberati **Date**
Assist. Belmont County Prosecutor

BELMONT COUNTY COMMISSIONERS
d/b/a/ SENIOR SERVICES OF BELMONT COUNTY
Extension/Renewal of Agreement for Purchase of the Performance of Services Contract
 Homemaker/Personal Care Services

The parties to the contract entered into as of the 1st day of **March, 2014**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a/ Senior Services of Belmont County (SSBOC)** ("Purchaser" or "Commissioners") and **Advanced Home Health, Inc.** (hereinafter "Contractor") for homemaker/personal care services hereby agree to extend the contract (or alternatively waive the sixty (60) day provision for renewal and renew it) in accordance with Section 3 until the new termination date of February 28, 2016. The contract shall be so construed, and in all other respects, the contract remains in force. If and to the extent necessary to ensure its validity, this agreement to continue doing business according to the terms of the current contract shall be considered a new contract subject to any applicable statutory limits and the termination date of February 28, 2016.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a/ SENIOR SERVICES OF BELMONT COUNTY

Mark A. Thomas /s/ 2-4-15
Mark A. Thomas, President, **Date**
Belmont County Commissioners

Ginny Favede /s/ 2-4-15
Ginny Favede, **Date**
Belmont County Commissioner

Matt Coffland /s/ 2-4-15
Matt Coffland, **Date**
Belmont County Commissioner

FOR ADVANCED HOME HEALTH, INC.
Sheila Smith /s/ 020215
Date

APPROVED AS TO FORM

David K. Liberati /s/ 2-3-15
David K. Liberati **Date**
Assist. Belmont County Prosecutor

BELMONT COUNTY COMMISSIONERS
d/b/a/ SENIOR SERVICES OF BELMONT COUNTY
Extension/Renewal of Agreement for Purchase of the Performance of Services Contract
 Homemaker/Personal Care Services

The parties to the contract entered into as of the 1st day of **March, 2014**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a/ Senior Services of Belmont County (SSBOC)** ("Purchaser" or "Commissioners") and **IC Staffing Solutions, LLC d/b/a IC Care** (hereinafter "Contractor") for homemaker/personal care services hereby agree to extend the contract (or alternatively waive the sixty (60) day provision for renewal and renew it) in accordance with Section 3 until the new termination date of February 28, 2016. The contract shall be so construed, and in all other respects, the contract remains in force. If and to the extent necessary to ensure its validity, this agreement to continue doing business according to the terms of the current contract shall be considered a new contract subject to any applicable statutory limits and the termination date of February 28, 2016.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a/ SENIOR SERVICES OF BELMONT COUNTY

Mark A. Thomas /s/ 2-4-15
Mark A. Thomas, President, **Date**
Belmont County Commissioners

Ginny Favede /s/ 2-4-15
Ginny Favede, **Date**
Belmont County Commissioner

Matt Coffland /s/ 2-4-15
Matt Coffland, **Date**
Belmont County Commissioner

FOR IC STAFFING SOLUTIONS, LLC, d/b/a IC Care
Not legible /s/ 2/2/15
Date

APPROVED AS TO FORM

David K. Liberati /s/ 2-3-15
David K. Liberati **Date**
Assist. Belmont County Prosecutor

BELMONT COUNTY COMMISSIONERS
d/b/a/ SENIOR SERVICES OF BELMONT COUNTY
Extension/Renewal of Agreement for Purchase of the Performance of Services Contract

Homemaker/Personal Care Services

The parties to the contract entered into as of the 1st day of March, 2014, by and between the Belmont County, Ohio Board of County Commissioners d/b/a/ Senior Services of Belmont County (SSBOC) ("Purchaser" or "Commissioners") and Interim Homestyle Services, a/k/a Interim HealthCare of SE Ohio, Inc., (hereinafter "Contractor") for homemaker/personal care services hereby agree to extend the contract (or alternatively waive the sixty (60) day provision for renewal and renew it) in accordance with Section 3 until the new termination date of February 28, 2016. The contract shall be so construed, and in all other respects, the contract remains in force. If and to the extent necessary to ensure its validity, this agreement to continue doing business according to the terms of the current contract shall be considered a new contract subject to any applicable statutory limits and the termination date of February 28, 2016.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a/ SENIOR SERVICES OF BELMONT COUNTY

Mark A. Thomas /s/ 2-4-15
Mark A. Thomas, President, Belmont County Commissioners Date

Ginny Favede /s/ 2-4-15
Ginny Favede, Belmont County Commissioner Date

Matt Coffland /s/ 2-4-15
Matt Coffland, Belmont County Commissioner Date

FOR INTERIM HOMESTYLE SERVICES, a/k/a INTERIM HEALTHCARE OF SE OHIO

Diane Hunter /s/ Feb. 2, 2015
Date

APPROVED AS TO FORM

David K. Liberati /s/ 2-3-15
David K. Liberati, Assist. Belmont County Prosecutor Date

**BELMONT COUNTY COMMISSIONERS
d/b/a/ SENIOR SERVICES OF BELMONT COUNTY
Extension/Renewal of Agreement for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services**

The parties to the contract entered into as of the 1st day of March, 2014, by and between the Belmont County, Ohio Board of County Commissioners d/b/a/ Senior Services of Belmont County (SSBOC) ("Purchaser" or "Commissioners") and Just Right Homecare, Inc. (hereinafter "Contractor") for homemaker/personal care services hereby agree to extend the contract (or alternatively waive the sixty (60) day provision for renewal and renew it) in accordance with Section 3 until the new termination date of February 28, 2016. The contract shall be so construed, and in all other respects, the contract remains in force. If and to the extent necessary to ensure its validity, this agreement to continue doing business according to the terms of the current contract shall be considered a new contract subject to any applicable statutory limits and the termination date of February 28, 2016.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a/ SENIOR SERVICES OF BELMONT COUNTY

Mark A. Thomas /s/ 2-4-15
Mark A. Thomas, President, Belmont County Commissioners Date

Ginny Favede /s/ 2-4-15
Ginny Favede, Belmont County Commissioner Date

Matt Coffland /s/ 2-4-15
Matt Coffland, Belmont County Commissioner Date

Janie Ross /s/ 020215
Date

APPROVED AS TO FORM

David K. Liberati /s/ 2-3-15
David K. Liberati, Assist. Belmont County Prosecutor Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING A RENEWAL
OF A CONTRACT BETWEEN BCDJFS AND STUDENT SERVICES
TO PROVIDE ADMINISTRATIVE SERVICES FOR THE OHIO
CHILDREN'S TRUST FUND CHILD ABUSE PREVENTION PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a renewal of a contract between Belmont Co. Dept. of Job & Family Services and Student Services in the amount not to exceed \$18,487.00, effective July 1, 2014 through June 30, 2015, to provide administrative services for the Ohio Children's Trust Fund Child Abuse Prevention Program.

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

This agreement to provide administrative services for the Ohio Children's Trust Fund Child Abuse Prevention Program is made and entered into this 4th. day of February, 2015 by and between the Belmont County Department of Job and Family Services, on behalf of the Belmont County Family and Children First Council, hereinafter referred to as "Department" and Student Services, hereinafter referred to as "Provider".

PURPOSE

The Child Abuse Prevention Program is an initiative of the Ohio Children's Trust Fund and focuses on preventing child abuse. Funds issued under the program will be used to decrease the incidences of child abuse in Belmont County through public awareness and the training and placement of volunteers in child abuse/neglect programs.

EFFECTIVE DATES

This agreement will be effective from July 1, 2014 through June 30, 2015.

AMOUNT OF GRANT/PAYMENTS

The Department agrees to grant to the Provider \$18,487.00 in SFY 2015 for services rendered relative to the allowable costs of the Initiative.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Department, the Belmont County Board of Commissioners, and the Ohio Department of Job and Family Services (ODJFS) against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any recipient because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to pay the Department the amount to which he/she was not entitled.
- F. In the event that the Children’s Trust Fund dollars are no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that said funds are no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon thirty (30) days written notice. Failure to honor the terms of this agreement and/or related state, federal or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. The Provider agrees to abide by all applicable rules and regulations contained in the laws of Ohio and ODJFS rules.
- I. The Provider agrees to cooperate with the BCDJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring that the Provider and its employees meet child support obligations established by state and federal law including compliance with an Order for the withholding of support issued pursuant to the Revised Code.
- J. Amendment: Any written amendment to this agreement shall be prospective in nature and must be signed by both parties.

PAYMENT PROCEDURES

- A. The Provider understands that payment for all services depends upon the availability of Children’s Trust Fund dollars.
- B. The Provider agrees to submit monthly expense reports to the Department within five (5) working days following the last working day of each month, if possible.

SIGNATURES

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

<i>Vince Gianangeli /s/</i>	1-27-15
_____	_____
Belmont County Department of Job and Family Services	Date
<i>Wendy Ware /s/</i>	1/28/15
_____	_____
Wendy Ware, Director Student Services	Date
<i>Matt Coffland /s/</i>	2/4/15
_____	_____
Belmont County Commissioner	Date
<i>Ginny Favede /s/</i>	2/4/15
_____	_____
Belmont County Commissioner	Date
<i>Mark A. Thomas /s/</i>	2/4/15
_____	_____
Belmont County Commissioner	Date

Approved as to form:

David K. Liberati /s/ (Assistant)

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING AS RENEWAL OF A CONTRACT BETWEEN BCDJFS (ON BEHALF OF FAMILY AND CHILDREN FIRST COUNCIL) AND TRI-COUNTY HELP CENTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a renewal of a contract between Belmont Co. Dept. of Job & Family Services, (on behalf of the Belmont County Family and Children First Council), and Tri-County Help Center in the amount not to exceed \$15,750.00, effective July 1, 2014 through June 30, 2015, to provide administrative services for the Ohio Family & Children First Council of Belmont County.

GRANT AGREEMENT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE TRI-COUNTY HELP CENTER

This agreement to provide administrative services for the Ohio Family & Children First Council of Belmont County is entered into on this 4th day of February, 2015, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as “**Department**” and the Tri-County Help Center, hereinafter referred to as “**Provider**”.

ARTICLE I: EFFECTIVE DATES

This contract shall extend from July 1, 2014 through June 30, 2015, inclusive, unless otherwise terminated pursuant to Article IV, and may be extended beyond this time period upon the execution of a written amendment pursuant to Article IV contingent upon available funding.

ARTICLE II: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$15,750.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department in order to draw funds down and receive payment for services rendered. The invoice cannot exceed the amount of this contract, and must be received by the Department during the contract period.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department**

before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.

- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE III: GENERAL REGULATIONS

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may, from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract within ten (10) days after receipt of instructions. The **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this Contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

ARTICLE IV: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

ARTICLE V: LIMITATION OF LIABILITY

Provider agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of direct damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive remedies for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

ARTICLE VI: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

By accepting this contract and by executing this Contract agreement, **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The PROVIDER's certification of compliance with each of these conditions is considered to be a material representation of fact upon the **Department** relied in entering into this Contract agreement.

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and

rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.

- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Human Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE VII: CONSTRUCTION

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

<i>Vince Gianangeli /s/ Director</i>	1-27-15
_____	_____
Belmont County Department of Job and Family Services	Date
<i>Cathy Campbell /s/ Director</i>	1-27-15
_____	_____
Cathy Campbell, Director Tri-County Help Center	Date
<i>Matt Coffland /s/</i>	2/4/15
_____	_____
Belmont County Commissioner	Date
<i>Mark A. Thomas /s/</i>	2/4/15
_____	_____
Belmont County Commissioner	Date
<i>Ginny Favede /s/</i>	2/4/15
_____	_____
Belmont County Commissioner	Date

Approved as to form:

David K. Liberati /s/ (Assistant)

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH AMERICAN ENERGY UTICA, LLC/EMERSYN WELL SITE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with American Energy Utica, LLC, effective December 30, 2014, for the purpose of ingress and egress for “Drilling Activity” at the following sites:

0.82 mi. of CR 78 (National Oco Road) from the Emersyn Well Site.

Note: No Bond needed per County Engineer. American Energy Utica, LLC will upgrade the road before start of project.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and American Energy – Utica, LLC, whose address is 1000 Utica Way, Cambridge, Ohio 43725 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Richland and Union Townships, 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 [EMERSYN WELL SITE] including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [EMERSYN WELL SITE] (hereafter collectively referred to as “oil and gas development site”) located in Richland Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.82 miles of CR 78 (National Oco Rd) for the purpose of ingress to and egress from the [EMERSYN WELL SITE] for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [EMERSYN WELL SITE] (hereinafter referred to collectively as “Drilling Activity”); and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

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

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

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

1. The portion of CR 78 (National Oco Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR 254 (Lude Road) and CR 78 (National Oco Road) and continues East and then Northeast on CR 78 (National Oco Rd) for 0.82 miles, ending at the intersection of TR 333 (Saffell Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 78 (National Oco Rd) for any of its Drilling Activities 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 Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the Railroad Company, or lack of notification by Operator.
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 Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless accepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of -0- & 00/100 DOLLARS (\$ -0-.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on February 4, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: Ginny Favede /s/

 Ginny Favede, Commissioner Date

By: Matt Coffland /s/

 Matt Coffland, Commissioner Date

By: Mark Thomas /s/

 Mark Thomas, Commissioner Date

Fred F. Bennett /s/

 Fred Bennett, County Engineer Date

Dated: 2-4-15

Approved as to Form:

David K. Liberati /s/ (Assistant)

 County Prosecutor

Operator

By: Jeff Beck /s/

Printed name: Jeff Beck

Company Name: American Energy – Utica, LLC

Title: Field Superintendent – Road Infrastructure Management

Dated: 1/26/15

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity, 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 Drilling Activity.
- 3) Upgrade CR 78 in accordance with the attached plans and/or county standards.
- 4) Maintain CR 78 during Drilling Activities for those damages caused by Operator’s Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator’s Drilling Activities.
- 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 Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority’s cost and expense, including snow/ice control, mowing, etc.

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

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND INFRASTRUCTURE WITH BLUE RACER MIDSTREAM, LLC/AEU RICHLAND A EXTENSION PROJECT/ AEU CRAVAT COAL PROJECT/AEU PORTERFIELD PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use Maintenance Agreements for Pipeline Projects and Infrastructure** with Blue Racer Midstream, LLC effective February 4, 2015, for the purpose of ingress and egress for “Pipeline Activity” at the following sites:

- 1) 1.85 miles of CR80 (Lloydsville Bannock Road) at AEU Richland A Extension Project.
- 2) 1.1 miles of CR10 (Lafferty-Bannock Road) & 2.49 miles of CR10 (Crabapple Road, & 1.34 miles of CR64 (Shepherds Town Road) at AEU Cravat Coal Project.
- 3) 2.55 miles of CR56 (Vineyard Road) at AEU Porterfield Project.

Note: County Wide Bond # 238281 for \$1.5 million on file.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Richland 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 right of way and field agreements, and intends to construct, operate, and maintain certain facilities **AEU Richland A Extension Project**, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the **AEU Richland A Extension Project** located in Richland Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.85 miles of CR-80 (Lloydsville Bannock Rd) for the purpose of ingress to and egress from the pipeline facilities [Project Name], for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as “Pipeline Activity”); and

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

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

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

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

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

1. The portion of CR-80 (Lloydsville Bannock Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at US 40 (National Rd) and ending at a point 1.85miles to the North. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-80 (Lloydsville Bannock Rd) for any of its Pipeline Activities 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 Pipeline Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Pipeline Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad’s discretion. The Authority shall not be liable for any incidents arising out of

or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

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 Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, 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 Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix

A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

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

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 _____ Feb. 4 _____, 2015 _____.

Executed in duplicate on the dates set forth below.

Authority

By: *Mark A. Thomas /s/*

Operator

By: *Jeffrey B. Linville /s/*

Commissioner/Trustee

By: *Ginny Favede /s/*

Printed name:
Jeffrey B. Linville

Commissioner/Trustee

By: *Matt Coffland /s/*

Company Name:
Blue Racer Midstream, LLC

Commissioner/Trustee

By: *Fred F. Bennett /s/*

Title: Row Supervisor

County Engineer

Dated: 2-4-15

Dated: 1/23/15

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

County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity.
- 2) Maintain County Roads during Pipeline Activities for those damages caused by said Pipeline Activities.
- 3) 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 Pipeline Activities.
- 4) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law.
Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show compliance.
Operator has obtained a County-Wide Bond in the amount of \$1,500,000 for the use of any County Road. Bond Number 238281 is on file at the County Engineer's office.

Authority shall:

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

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Union and Wheeling Townships, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain right of way and field agreements, and intends to construct, operate, and maintain certain facilities named AEU Cravat Coal Project, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the AEU Cravat Coal Project located in Union and Wheeling Townships, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.1 miles of CR-10 (Lafferty -Bannock Road) and 2.49 miles of CR- 10 (Crabapple Road) and 1.34 miles of CR-64 (Shepherds Town Road) for the purpose of ingress to and egress from the pipeline facilities named AEU Cravat Coal Project, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as “Pipeline Activity”); and

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

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

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

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

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

1. The portion of CR-10 (Lafferty -Bannock Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with Gas Station Rd and ending at a point 1.1 miles to the east. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-10 (Lafferty -Bannock Road) for any of its Pipeline Activities hereunder.

2. The portion of CR- 10 (Crabapple Road), to be utilized by Operator hereunder, is that exclusive portion beginning at Bannock-Uniontown Rd and ending at a point 2.49 miles to the east. It is understood and agreed that the Operator shall not utilize any of the remainder of CR- 10 (Crabapple Road) for any of its Pipeline Activities hereunder.

3. The portion of CR-64 (Shepherds Town Road), to be utilized by Operator hereunder, is that exclusive portion beginning at SR-9 and ending at a point 1.34 miles to the east. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-64 (Shepherds Town Road) for any of its Pipeline Activities hereunder.

4. 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 Pipeline Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Pipeline Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.

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

6. 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 Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

7. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, 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 Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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. “The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority”.

13. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf for this specific agreement.

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

15. 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.

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

17. This Agreement shall be in effect on Feb. 4, 2015.

Executed in duplicate on the dates set forth below.

Appendix A

Authority

By: *Mark A. Thomas /s/*

Operator

By: *Jeffrey B. Linville /s/*

Commissioner/Trustee
By: *Ginny Favede /s/*

Printed name:
Jeffrey B. Linville

Commissioner/Trustee
By: *Matt Coffland /s/*

Company Name:
Blue Racer Midstream, LLC

Commissioner/Trustee
By: *Fred F. Bennett /s/*

Title: Row Supervisor

County Engineer
Dated: 2-4-15

Dated: 1/23/15

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

County Prosecutor

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity.
- 2) Maintain County Roads during Pipeline Activities for those damages caused by said Pipeline Activities.
- 3) 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 Pipeline Activities.
- 4) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law.

Properly complete and submit to the Belmont County Commissioner’s designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show compliance.

Operator has obtained a County-Wide Bond in the amount of \$1,500,000 for the use of any County Road. Bond Number 238281 is on file at the County Engineer’s office.

Authority shall:

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

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Richland 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 right of way and field agreements, and intends to construct, operate, and maintain certain facilities **AEU Porterfield Project**, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the **AEU Porterfield Project** located in Richland Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 2.55 miles of CR-56 (Vineyard Rd) for the purpose of ingress to and egress from the pipeline facilities **AEU Porterfield Project**, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as “Pipeline Activity”); and

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

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

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

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

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

1. The portion of CR-56 (Vineyard Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at US 40 (National Rd) and ending at a point 2.55 miles to the Northeast. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-56 (Vineyard Rd) for any of its Pipeline Activities 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 Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

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

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 Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, 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 Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

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

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 Feb. 4, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: *Mark A. Thomas /s/*

Commissioner/Trustee
By: *Ginny Favede /s/*

Commissioner/Trustee
By: *Matt Coffland /s/*

Commissioner/Trustee
By: *Fred F. Bennett /s/*

County Engineer
Dated: 2-4-15

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

County Prosecutor

Operator

By: *Jeffrey B. Linville /s/*

Printed name:
Jeffrey B. Linville

Company Name:
Blue Racer Midstream, LLC

Title: Row Supervisor

Dated: 1/23/15

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity.
- 2) Maintain County Roads during Pipeline Activities for those damages caused by said Pipeline Activities.
- 3) 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 Pipeline Activities.

- 4) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law. Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show compliance.
- 5) Operator has obtained a County-Wide Bond in the amount of \$1,500,000 for the use of any County Road. Bond Number 238281 is on file at the County Engineer's office.

Authority shall:

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ODOT 2014 COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION/ENGINEER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the signing and submittal of the Ohio Department of Transportation 2014 County Highway System Mileage Certification per O.R.C. 4501.04; the total length of county maintained public roads in Belmont County was 308.335 miles as of December 31, 2014.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RIGHT-OF-WAY DEDICATION PLAT FOR BAHMER ROAD (T-164) & HENNEBERT ROAD, WARREN TWP. SECS. 17 & 23, T-8, R-6] Belmont Co. Commissioners
] Courthouse
] St. Clairsville, Ohio 43950
] [Date February 4, 2015

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the right-of-way dedication plat for Bahmer Rd. (T-164) and Hennebert Rd, Warren Township, Sections 17 and 23, T-8, R-6, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05

----***----

To: Nancy Detling, F.O. Warren Township Trustees, 61881 Bailey Road, Barnesville, OH 43713

You are hereby notified that the 18th day of February, 2015, at 9:45_o'clock A_ M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
 Clerk of the Board

- Mail by certified return receipt requested
- cc: Warren Township Trustees
 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 BORDER PATROL LLC FOR THE BELMONT CO. FAIRGROUNDS SEWERAGE-WASTEWATER COLLECTION SYSTEM, FORCE MAIN AND LIFT STATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with Border Patrol LLC in the amount of \$802,963.16 for the Belmont County Fairgrounds Sewerage-Wastewater Collection System, Force Main and Lift Station Project and issue the Notice to Proceed for the same, based upon the recommendation of Jeff Vaughn, Project Engineer.

AGREEMENT

This Agreement is dated as of the 4th day of February in the year 2015, by and between the **Belmont County Commission** hereinafter called Owner, and **Border Patrol, LLC**, hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work as specified or indicated in the Contract Documents.

The work is generally described as follows:

BELMONT COUNTY FAIRGROUNDS SEWERAGE
 WASTEWATER COLLECTION SYSTEM, FORCE MAIN & SEWAGE LIFT STATION

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, 154 s. Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the CONTRACT DOCUMENTS in connection with completion of the work in accordance with the CONTRACT DOCUMENTS.

ARTICLE 3 - CONTRACT TIME

3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the GENERAL CONDITIONS and the NOTICE TO PROCEED.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this AGREEMENT and that OWNER will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One thousand dollars (\$1,000.00) for each calendar day that expires after the time specified for SUBSTANTIAL COMPLETION, in Paragraph 3.1 of this AGREEMENT, until the Work, or designated part, is SUBSTANTIALLY COMPLETE.

ARTICLE 4 - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the CONTRACT DOCUMENTS in current funds as follows:

Eight hundred and two thousand, nine hundred sixty-three dollars and sixteen cents

Written

802,963.16

Numeric

ARTICLE 5 - PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit APPLICATIONS FOR PAYMENT to the ENGINEER. APPLICATIONS FOR PAYMENT will be reviewed and processed by ENGINEER, submitted to the OWNER for final approval prior to any payment being processed.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this AGREEMENT, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by ENGINEER in the preparation of the DRAWINGS and SPECIFICATIONS and which have been identified in the SUPPLEMENTARY CONDITIONS.
- 6.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the CONTRACT DOCUMENTS.
- 6.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7 - CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise the entire agreement between OWNER and CONTRACTOR are attached to this AGREEMENT, made a part hereof and consists of the following:

- 7.1 ADVERTISEMENT FOR BIDS
- 7.2 This AGREEMENT, pages 00500-1 to 00500-5, inclusive.
- 7.3 OHIO GUARANTY BONDS, identified as exhibit 00605.
- 7.4 NOTICE OF AWARD.
- 7.5 NOTICE TO PROCEED.
- 7.6 GENERAL CONDITIONS, pages 1 to 62, inclusive.
- 7.7 SUPPLEMENTARY CONDITIONS, pages 00800-1 to 00800-7 inclusive.
- 7.8 Specifications bearing the title:

**Belmont County Commission
 Belmont County Sanitary Sewer District
 Belmont County Fairgrounds Sewerage
 Wastewater Collection System, Force Main & Sewage Lift Station**

- 7.9 Drawings, consisting of sheets numbered A,B, 1 thru 17 inclusive with each sheet bearing the following general title:
**Belmont Country Sanitary Sewer District
 Belmont County Fairgrounds Sewerage
 Wastewater Collection System, Force Main & Sewage Lift Station**
 - 7.10 ADDENDA Number 1, inclusive.
 - 7.11 CONTRACTOR'S BID with attachments
 - 7.12 Documentation submitted by CONTRACTOR prior to NOTICE OF AWARD, pages - to -, inclusive.
 - 7.13 Any modification, including CHANGE ORDERS, duly delivered after execution of AGREEMENT.
- There are no CONTRACT DOCUMENTS other than those listed above in this Article 7. The CONTRACT DOCUMENTS may only be altered, amended or repealed by a Modification (as defined in Section 1 of the GENERAL CONDITIONS).

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this AGREEMENT which are defined in Article 1 of the GENERAL CONDITIONS shall have the meanings indicated in the GENERAL CONDITIONS.
- 8.2 No assignment by a party hereto of any rights under or interests in the CONTRACT DOCUMENTS will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT DOCUMENTS.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS.

ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this AGREEMENT. All portions of the CONTRACT DOCUMENTS have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on 2-4-2015.

OWNER: Belmont County Commission
 BY: Matt Coffland /s/
 BY: Ginny Favede /s/
 BY: Mark A. Thomas /s/

CONTRACTOR: Border Patrol, LLC
 BY: Jeremiah Yeager /s/

(Corporate Seal)
 ATTEST: Jayne Long /s/
 Address for giving notices:
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

(Corporate Seal)
 ATTEST: Kimberly McLcker /s/
 Address for giving notices:

 Telephone No. _____
 FAX No. _____
 License No. _____

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

Agent for service of process:

To: Border Patrol, LLC

NOTICE TO PROCEED
 Date: February 4, 2015

February 4, 2015

86180 Water Works Road
Hopedale, OH 43970

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

You are hereby notified to commence work in accordance with the Agreement dated **February 4, 2015** on or before **February 9, 2015**, and fully complete the Work within **180 consecutive calendar days**. The date of completion of all Work is therefore **August 7, 2015**.

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

Acceptance of Notice
Receipt of the above Notice to Proceed
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

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM
GEOTECHNICAL CONSULTANTS, INC./SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept Proposal No. 15G0037 from Geotechnical Consultants, Inc. in the amount of \$8,200.00 for subsurface exploration and geotechnical engineering services including 11 test borings, soil sample testing and an engineering report for the new Senior Services of Belmont County Community Building site.

MAIN OFFICE
720 Greencrest Drive 614-895-1400 phone
Westerville, OH 43081 614-895-1171 fax
YOUNGSTOWN OFFICE
8433 South Avenue 330-965-1400 phone
Bldg 1, Suite 1 330-995-1410 fax
Boardman, OH 44514

GEOTECHNICAL
CONSULTANTS INC.

www.gci2000.com

PROPOSAL FOR SUBSURFACE EXPLORATION AND REPORT

January 21, 2015

Mr. Jeremy Greenwood, LEED AP, RA, NCARB, AIA

email: grencore@comcast.net

Grencore Designs, Inc.
201 East Main Street
St. Clairsville, Ohio 43950

Reference: New Community Building – Senior Services of Belmont County
Oakview Road – St. Clairsville, Ohio
GCI Proposal No. 15G0037

Dear Mr. Greenwood:

On behalf of Geotechnical Consultants, Inc. (GCI), I am pleased to provide this proposal for subsurface exploration and geotechnical engineering services at the above referenced site. The site consists of a sloping and mostly wooded parcel. The provided site plans shows the layout of the community building (23,000 square feet) and associated paved parking and drive areas. You requested eleven (11) borings to depths of 30 feet of rock refusal and have shown the borings on the provided site plan.

SCOPE OF SERVICES

1. Perform eleven (11) test borings at the generally requested locations, to 30 feet below existing grade or to rock refusal, whichever is encountered first. Soft soils may require us to extend boring depths.
We understand that the borings will be field staked by others, the ground elevations determined at the boring locations, and the trees/brush cleared for access to the locations. We request a scale drawing of any available/updated site plans including existing and proposed topography/grading and utility plans. We can accept CADD or PDF drawings via E-Mail (cmiller@gci2000.com) or by disk. We also request copies of any previous geotechnical or Phase I environmental studies performed at the proposed site. We would appreciate any information you could provide concerning existing site utilities; however, we will contact the appropriate utility marking service prior to drilling, if necessary.
2. Perform routine classification laboratory testing on selected soil samples considered representative of site in-situ conditions; we have budgeted for index testing on up to 3 samples.
3. Compile an engineering report based on findings, laboratory results, available plans and current project information, and a review of site conditions. The report will contain general soil, rock and groundwater observations, and will present recommendations pertaining to foundations, slabs, pavement sections, and procedures for preparing the building and pavement subgrades.

FEES

The fee for the above scope of service will be a **Lump Sum of \$8,200.00 which includes \$1,000 for bulldozer use to help our drill rig maneuver the site.**

ADDITIONAL SERVICES

If additional drilling or engineering services beyond the original scope of work appear to be required, they will be discussed with you and if authorized, provided at additional costs. If requested, we will discuss our findings by phone or we will attend a meeting at our office to discuss our findings, at no additional cost. Meetings outside our office will be invoiced at our normal rates, plus time and travel expenses.

REPORT

It normally takes 3 to 4 weeks from receiving written authorization to complete the field work and issue a final report. To help conserve natural resources and be a more environmentally responsible company, GCI will provide one hard copy and an electronic (PDF) copy of the final report. We will be more than happy to provide up to two additional hard copies at no additional charge upon request; additional copies will be invoiced at \$25 each.

CLOSE

GCI greatly appreciates the opportunity to serve you on this project. Please contact our office if you have

any questions or concerns regarding this proposal. Please sign below and return this proposal to authorize these services. The attached Terms and Conditions together with this proposal will constitute our entire agreement.

Respectfully submitted,

Geotechnical Consultants, Inc. (GCI)

Curtis L. Miller /s/
Curtis L. Miller, P.E.
Vice President
Reviewed: TRM 1/21/15

Accepted by
Matt Coffland /s/
Ginny Favede /s/
Mark A. Thomas /s/ 2/4/15
Authorizing Signature Date
Matt Coffland, Ginny Favede, Mark A. Thomas
Belmont County Commissioners
101 West Main Street
St. Clairsville, OH 43950
City, State, ZIP
740-699-2155 740-699-2156
Telephone Number & Fax Number

E-mail Address

Attachment: Terms and Conditions

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Harold Ramsay of Jacobsburg said the oil and gas companies are stopping traffic on county, township and state roads in his area. He questioned if the Road Use Maintenance Agreements give them that right. Mr. Thomas advised him to talk to County Engineer Fred Bennett since the Board of Commissioners has no jurisdiction over the roads. He said he didn't think RUMA's give them the right to hold up traffic.

Richard Hord inquired if there was a time table for the demolition of the Annex II building on SR 331. Mrs. Favede said there is no time table set.

BREAK

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:10 P.M.

Motion made by Mrs. Favede, 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:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:49 P.M.

Motion made by Mr. Thomas, seconded by Mrs. Favede to adjourn executive session at 12:49 p.m.

Upon roll call the vote was as follows:

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

RECONVENED THURSDAY, FEBRUARY 5, 2015, AT 10:00 A.M. ALL COMMISSIONERS PRESENT.

Commissioner Thomas noted the 10:00 Executive Session scheduled for today had been canceled.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 10:00 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:00 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of February, 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