

St. Clairsville, Ohio

February 18, 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	Fax line-Magistrate/General Fund	193.16
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-TSG	Offsite backup/Eastern Div. Ct. Computer Fund	89.50
S-TSG	Data backup & vaulting/Northern Div. Ct. Computer Fund	140.12
S-TSG	Offsite backup/Western Div. Ct. Computer Fund	200.54
W-Pamela S. Bowman	Reimburse supplies/Prosecutor's Victim Program	96.56
Y-Belmont Co. Recorder	Lien releases/Tax Certificate Admn Fund	288.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for February 18, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$103,198.62
A-GENERAL/AUDITOR	\$1,698.39
A-GENERAL/CORONER	\$4,225.88
A-GENERAL/EMA	\$2,661.50
A-GENERAL/ENGINEER	\$1,050.00
A-GENERAL/PROBATE	\$1,798.75
A-GENERAL/RECORDER	\$179.87
A-GENERAL/SHERIFF	\$5,303.61
B-Dog & Kennel	\$600.18
H-Job & Family, Public Assistance	\$126.50; \$1,278.92; \$182.42; \$2,551.81
H-Job & Family, WIA	\$21,344.46; \$27,187.48
J-Real Estate Assessment	\$302.05
K-Engineer MVGT	\$183,089.52
M-Juvenile Ct. Placement II	\$2,368.88
N-Capital Projects-Facilities	\$42,603.00
P-Sanitary Sewer District	\$3,466.44; \$97,031.51; \$1,028.02; \$23,804.90; \$1,508.57; \$18.14
S-District Detention Home	\$3,101.67
S-Eastern Ct. Gen. Special Projects	\$233.15
S-Job & family, Children Services	\$2,827.76
S-Juvenile Ct. Gen. Special Projects	\$300.00
S-Oakview Juvenile Residential Center	\$1,373.58
S-Senior Services	\$28,440.08; \$2,308.48
S-Sheriff Commissary	\$2,599.80
S-Western Ct. Gen. Special Projects	\$457.89
T-Sanitary Sewer District	\$437.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0055-A004-B19.000 County Buildings	E-0055-A004-B04.012 Equipment	\$35,000.00
E-0064-A002-A09.000 Appellate Court District	E-0048-A002-K03.012 Records Comm./Equip.	\$ 3,000.00

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//W98 CEBCO WELLNESS GRANT FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1498-W098-W05.574 Transfers In	\$128.00

To fulfill local match requirement for 2015 Grant.

GENERAL FUND//VARIOUS COURTS' SPECIAL PROJECTS FUNDS

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1561-S086-S06.574 Transfers In	\$20,000.00
E-0257-A015-A15.074 Transfers Out	R-1571-S087-S06.574 Transfers In	\$20,000.00
E-0257-A015-A15.074 Transfers Out	R-1551-S088-S05.574 Transfers In	\$20,000.00

For partial support of two (2) County Court Probation Officers who will be shared by all three courts.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

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

W81 DRETAC-PROSECUTOR'S FUND

E-1510-W081-P04.000	Other Expenses	\$3,000.00
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****FEBRUARY 18, 2015****

GENERAL FUND

E-0051-A001-A20.012	Equipment	\$4,876.20
<i>American Heart Association Grant for three AED's for the Belmont County Courthouse</i>		
E-0054-A006-F11.012	Equipment	\$2,500.00
<i>Antero Resources Corporation's donation for Emergency Management</i>		
E-0256-A014-A01.000	CORSA Costs	\$720.61
<i>CORSA Reimbursement for Claim No. 0160025753—Juv. Ct. Accident/Cook DOL 01/06/15</i>		
E-0257-A015-A15.074	Transfers Out	\$195,756.24
<i>Casino Revenue—2014/Q4. Will be transferred to the N29 Capital Projects-Facilities Fund.</i>		
E-0257-A017-A00.000	Contingencies	\$4,413.00
<i>Repayment of local grant match from BC Fire & Squad Officers Association</i>		

H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H04.000	Jefferson Co. OWIP	\$293,559.00
E-2610-H008-H14.000	Belmont Co. OWIP	\$4,000.00
E-2610-H008-H15.000	Carroll Co. OWIP	\$3,000.00
E-2610-H008-H16.000	Harrison Co. OWIP	\$7,500.00

L01 SOIL CONSERVATION FUND

E-1810-L001-L10.000	Advertising & Printing	\$1,503.33
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N41 ISSUE TWO MONIES FUND

E-9041-N041-N10.055	Project Payments	\$565,726.53
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W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

E-1511-W080-P06.004	Workers Comp	\$255.00
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W98 CEBCO WELLNESS GRANT FUND

E-1498-W098-W05.000	2015 Expenses	\$15,888.50
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\$32.50—Employee Contributions
\$5,800.00—CEBCO Reimb. for local grant expenditures (2014 Grant)
\$128.00—remainder of local match required for 2015 Grant
\$9,928.00—CEBCO 2015 Grant Amount

Y30 ISSUE TWO MATCH MONIES FUND/ENGINEER

E-9830-Y030-Y10.000	Project Payments-Capital Outlay	\$12,865.63
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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 Feb. 18, 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 - \$2,500.00 deposited into R-0050-A000-A02.500 on 02/12/15. (Check No. 79867/Donation from Antero for EMA equipment.)
\$720.61 CORSA Reimbursement deposited into R-0040-A000-Q00.500 on 02/12/15. (Claim No. 0160025753 – Juvenile Court Accident/Cook DOL 01/06/15)
\$4,413.00 paid into R-0050-A000-A45.500 on 02/12/15. (Ck #0375/BC Fire & Squad Officers Assoc. – Reimbursement for local grant match.)
\$4,876.20 paid into R-0050-A000-A42.500 on 02/12/15. (Ck #00723635/AHA Grant for three AED's for the BC Courthouse.)
\$195,756.24 deposited into R-0010-A000-A06.500 on 01/30/15 – Casino Revenue/2014 Q4. Transferred from the General Fund on 02/18/15.
\$515.00 – Voided Check No. 100551 from E-0051-A001-A08.000/PO521030 (2014 PO).
CEBCO Wellness Grant Fund - \$5,800.00 paid into R-1498-W098-W02.500 on 02/12/15. (Ck #50287265 – CEBCO reimb. For local expenditures.)
\$32.50 paid into R-1498-W098-W07.500 on 02/12/15. (Employee contributions/Source Fitness.)
\$9,928.00 paid into R-1498-W098-W08.501, Grant-2015 on 02/17/1. Half of the program allocation (\$5,928) and all of the administration funds (\$4,000.)
\$128.00 transferred from the General Fund on 02/18/15. (Balance needed to fulfill local match required for the 2015 grant.)

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:
SENIOR SERVICES – Tish Kinney and seniors to travel to Wheeling, WV, on March 13, 2015, a for senior center outing. Shirley Jo Case and seniors to travel to Adena, OH, on March 17, 2015, for a senior center outing. 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 meetings of February 4, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE
ENGINEER'S PROJECT 15-1, RESURFACING VARIOUS
COUNTY HIGHWAYS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's **Project 15-1, Resurfacing Various County Highways**, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

NOTICE TO BIDDERS

*BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950*

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:30 A.M.** (Local time), **Wednesday, March 11, 2015** for **Project 15-1 "Resurfacing various County Highways"** for the Belmont County Engineering Department, St. Clairsville, Ohio, 43950, and then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners' office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check, or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid.

Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By the order of the Board of County Commissioners
of Belmont County, Ohio.

Jayne Long /s/

Jayne Long, Clerk

Times Leader Advertisement: Two (2) Tuesdays – February 24, 2015 & March 3, 2015

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE
AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE
WITH OHIO GATHERING COMPANY, LLC**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into two **Roadway Use Maintenance Agreements for Pipeline and Compressor Projects and Infrastructure** with Ohio Gathering Company, LLC, effective February 18, 2015, for the purpose of ingress and egress for "Pipeline Activity" at the following locations:

- 1) 0.20 miles of CR 72 (Mt. Hope Road) at the Ohio Gathering Company Pipelines.
- 2) 2.30 miles of CR 10 (Harrah Street & Lafferty-Bannock Road) at the Ohio Gathering Company Pipelines.

Note: County Wide Bond #K08271410 for \$5 million dollars on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR 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 101W.Main St. Courthouse. St. Clairsville. Ohio 43950 (hereafter "Authority"), and Ohio Gathering Company, L.L.C., whose mailing address is 101 East Market Street. Cadiz. Ohio 43907 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the owner of certain right of way and field agreements, and intends to construct, operate and maintain certain facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] (hereafter collectively referred to as "Pipeline Activity") located in Union Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 0.20 miles of CR-72 (Mt. Hope Road) for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], for traffic necessary for the purpose of constructing the 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 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- 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 for the Pipeline Activity, prior to the start of 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-72 (Mt. Hope Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of Oak Hill Road (TR-385) and ending at the intersection of Lafferty-Bannock Road (CR-10) aka Harris Street. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-72 (Mt. Hope Road) 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 to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline 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 excepted for the reasons provided below, prior to the Pipeline 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 Pipeline Activity on the Route 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 (8)(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 February 18, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: Mark A. Thomas /s/
Commissioner

By: Ginny Favede /s/
Commissioner

Operator

By: David Ledonne /s/

Printed name: David Ledonne

February 18, 2015

By: Matt Coffland /s/

Commissioner

By: Fred F. Bennett /s/

County Engineer

Dated: 2-18-15

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Company Name: Ohio Gathering Company, L.L.C.

Title: Vice President of Ohio Gathering Co., LLC

Dated: 2-18-15

Appendix A

Operator shall:

- 1) Provide for videotaping of the routes prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such routes.
- 2) Upgrade County Roads in accordance with the attached plans and/or county standards.
- 3) Maintain County Roads during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 4) Reimburse the Authority for minor maintenance of the roads 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.
- 5) 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.
- 6) 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.
- 7) Operator has obtained a County-Wide Bond in the amount of \$5,000,000.00 (Five Million Dollars) for use of any County Road. Bond Number K08271410 is on file at the County Engineer's Office.

Authority shall:

- 1) Provide for minor maintenance of the roads 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 roadways and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

Primary Contact: Jeff Breen

MarkWest Utica E.M.G./Ohio Gathering Company

101 East Market Street

Cadiz, OH 43907 (412) 852-1101 (cell)

jbreen@markwest.com

Secondary Contact: Bob Crawford

MarkWest Utica E.M.G./Ohio Gathering Company

101 East Market Street

Cadiz, OH 43907 (412) 337-4739 (cell)

pob.crawford@markwest.com

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR 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 **Ohio Gathering Company, L.L.C.**, whose mailing address is 101 East Market Street, Cadiz, Ohio 43907 {Hereafter "Operator"}, and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads and bridges 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 owner of certain right of way and field agreements, and intends to construct, operate and maintain certain facilities [Ohio Gathering Company Pipelines}, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines} {hereafter collectively referred to as "Pipeline Activity") located in Union and Wheeling Townships, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 2.30 miles of CR-10 (Harrah Street and Lafferty-Bannock Road) for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines}, for traffic necessary for the purpose of constructing the 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 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- 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 for the Pipeline Activity, prior to the start of 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 (Harrah Street and Lafferty Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-72 (Mt. Hope Road), and ending at the intersection of SR-331 (Bannock-Uniontown Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-10 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 to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline 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 excepted for the reasons provided below, prior to the Pipeline 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 Pipeline Activity on the Route 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 (8)(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 February 18, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: Mark A. Thomas /s/
Commissioner

By: Ginny Favede /s/
Commissioner

By: Matt Coffland /s/
Commissioner

By: Fred F. Bennett /s/
County Engineer

Dated: 2-18-15

Approved as to Form:

David K. Liberati /s/ Assistant
County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the routes prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such routes.
- 2) Upgrade County Roads in accordance with the attached plans and/or county standards.
- 3) Maintain County Roads during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 4) Reimburse the Authority for minor maintenance of the roads 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.
- 5) 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.
- 6) 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.
- 7) Operator has obtained a County-Wide Bond in the amount of \$5,000,000.00 (Five Million Dollars) for use of any County Road. Bond Number K08271410 is on file at the County Engineer's Office.

Authority shall:

Operator

By: David Ledonne /s/

Printed name: David Ledonne

Company Name: Ohio Gathering Company, L.L.C.

Title: Vice President of Ohio Gathering Co., LLC

Dated: 2-18-15

1) Provide for minor maintenance of the roads 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 roadways and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

Primary Contact: Jeff Breen

MarkWest Utica E.M.G./Ohio Gathering Company

101 East Market Street

Cadiz, OH 43907 (412) 852-1101 (cell)

jbreen@markwest.com

Secondary Contact: Bob Crawford

MarkWest Utica E.M.G./Ohio Gathering Company

101 East Market Street

Cadiz, OH 43907 (412) 337-4739 (cell)

bob.crawford@markwest.com

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 AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH RICE OLYMPUS MIDSTREAM, LLC/RAZIN KANE TO KRAZY TRAIN TRUNK LINE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Rice Olympus Midstream, LLC, effective February 18, 2015, for the purpose of ingress and egress for "Pipeline Activity" at the following location:

0.5 miles of CR 86 (Hunter Belmont Road) at the Razin Kane to Krazy Train Trunk Line.

Note: County Wide Bond #B008958 for \$3 million dollars on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND COMPRESSORS 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 Rice Olympus Midstream LLC, whose address is 400 Woodcliff Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Razin Kane to Krazy Train Trunk Line], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Razin Kane to Krazy Train Trunk Line] (hereafter collectively referred to as "oil and gas development site") located in Goshen Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.5 miles of CR-86 (Hunter Belmont Road); for the purpose of ingress to and egress from the pipeline facilities [Razin Kane to Krazy Train Trunk Line], for traffic necessary for the purpose of constructing oil the pipeline facilities] (hereinafter referred to collectively as "Pipeline Activity")

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 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-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 for the Pipeline Activity, prior to the start of 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 County Roads to be temporarily utilized by Operator hereunder, is that exclusive portion of CR-86 (Hunter Belmont Road) beginning at the intersection with TR-200 (Gregg Road) and ending 0.5 miles south on CR-86 (Hunter Belmont Road). It is understood and agreed that under this RUMA the Operator shall not utilize any other County Roads 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 to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline 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 excepted for the reasons provided below, prior to the Pipeline 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 N/A & 00/100 DOLLARS (\$ N/A.0) 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 county wide bond #8008958 in the amount of \$3,000,000 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.
 - d. Operator only uses road for pipeline activities.
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 February 18, 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: 2-18-15

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Operator

By: Jaime Johnson /s/

Printed name: Jaime Johnson

Company name: Rice Olympus Midstream, LLC

Title: Midstream Permitting Project Manager

Dated: 10FEB15

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline 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 Pipeline Construction Activity.
- 3) Dust control will be maintained using pine tar or an equivalent product, if approved by the County /Township, during pipeline construction near residential properties.
- 4) Document conditions of county roads and monitor conditions. Repair any roadway damage from construction and traffic associated with this pipeline. Operator will not be responsible for damages deemed to be from traffic not associated with the pipeline construction.
- 5) Operator will provide for a contractor to perform minor maintenance on 24 hour notice for damages caused by Operator’s Construction, as long as weather allows for repairs and operations are not significantly impacted.
- 6) Upon notification by the Authority, the Operator shall begin repairs within 48 hours or a timeframe mutually agreed upon by the Operator and Authority.
- 7) Pipeline Construction and Maintenance requiring CDL traffic will be maintained to allow for safe passage of the school bus. School bus schedule will be coordinated with Union Local School District.

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.

Attachments:

- 1) RUMA Route Planning Map for [Razin Kane to Crazy Train Trunk Line] in Goshen Township, Belmont County

Contacts:

Rice Olympus Midstream, LLC:

- 1) Jaime Johnson, P.G. (24 hour contact)
Midstream Permitting Project Manager
Cell: 412-713-2551
Office: 724-338-2133

Fax: 724-746-6725
Jaime.Johnson@RiceEnergy.com

- 2) Tonya R. Winkler, AICP
Midstream Permitting and Compliance Manager
Cell: 724-288-4198
Office: 724-746-6720
Fax: 724-746-6725
Tonya.Winkler@RiceEnergy.com

Langan Engineering and Environmental Services, Inc.:

- 1) Christopher A. Prisk, P.E., PTOE
Project Manager
Cell: 518-421-7743
Office: 724-514-5154
Fax: 724-514-5101
cprisk@langan.com
- 2) Chris Westbrook, P.E., LEED AP
Senior Project Manager
Cell: 330-289-8765
Office: 330-374-5811
Fax: 724-514-5101
cwestbrook@langan.com

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT CO. DEPT. OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following Resolution:

RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such requests a resolution authorizing such from that county's Board of Commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county family service agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

THEREFORE, BE IT RESOLVED that the Belmont County Board of Commissioners hereby assigns authority to Vince Gianangeli, BCDJFS Director, to serve as the Belmont County Board of Commissioners' designee, and hereby grants Vince Gianangeli the authority to sign inter-county adjustment agreements on behalf of Belmont County for the period January 1, 2015 through December 31, 2015, with the understanding that a summary of such adjustments shall be provided to the Board of Commissioners as they are made with other County Departments of Job and Family Services.

Adopted this 18th day of February, 2015.

Mark A. Thomas /s/

Mark A. Thomas, President of County Commissioners

Ginny Favede /s/

Ginny Favede, County Commissioner

Matt Coffland /s/

Matt Coffland, County Commissioner

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT FOR BARTON TRAP, COLERAIN TOWNSHIP, BARTON, OHIO

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for permit number B TRFO 5417135, permit classes D1, D2, D3, and D3A, for Maggard One, LLC, DBA Barton Trap, 70736 Main St., Colerain Township, Barton, OH 43905. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING H. KIRK GLASGOW TO THE BELMONT-HARRISON JUVENILE DISTRICT BOARD OF TRUSTEES

Motion made by Mrs. Favede, seconded by Mr. Coffland to reappointment Mr. H. Kirk Glasgow to the Belmont-Harrison Juvenile District Board of Trustees for a five-year term effective March 31, 2015 through March 30, 2020, based upon the approval and recommendation of Judge J. Mark Costine, Belmont County Juvenile Court, pursuant to O.R.C. 2152.44.

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 GRANT OF EASEMENT FOR PIPELINE
FACILITIES FOR TEXAS EASTERN TRANSMISSION**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Grant of Easement for an exclusive 50' wide permanent right-of-way and easement for the purpose of pipeline facilities for Texas Eastern Transmission for parcel number 14-600001.000 located in Mead Township, Pipeline System OPEN 2015, Tract No. BE-08570.

Pipeline System: OPEN 2015

Tract No: BE-08570

Prepared by: Texas Eastern Transmission, LP

State: Ohio

Tax Parcel Number: 14-60001.000

GRANT OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned Board of County Commissioners of Belmont County, Ohio, having an address of 101 West Main Street, Saint Clairsville, OH 43950, County of Belmont, in the State of Ohio and its successors and assigns (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by Texas Eastern Transmission, LP, a Delaware limited partnership, having a principal place of business at 5400 Westheimer Court, Houston, Texas (hereinafter called "Grantee" or "Texas Eastern"), does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, an exclusive, fifty foot (50') wide permanent Right-of-Way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, changing the size of, abandoning and removing a pipeline or pipelines from time to time with below-grade valves, tie-overs, cathodic protection, electrical interference mitigation, data acquisition and communications lines and devices, pipeline markers and other appurtenant facilities ("Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or any liquids, gases, or substances which can be transported through a pipeline, over, under, across, and upon the following described land (the "Right-of-Way") situated in the Township of Mead, County of Belmont, and State of Ohio, more fully described and referred to as:

Being a portion of the land described as 1.70 acres of Section 21, Township 5-N, Range 3-W, in a Deed from Pennel

Company and The Cambria Land Company to the herein Grantor, dated June 12, 1962, and recorded in Volume 464, Page 183, in the Recorder's Office for the County of Belmont, Ohio (the "Land").

The permanent pipeline easement and Right-of-Way across the Land of Grantor is more particularly shown on the Drawing No. KS-P-9728, Dated October 30, 2013 ("Drawing") attached hereto as Exhibit A and made a part hereof.

Notwithstanding anything to the contrary as shown on the Drawing, the permanent and exclusive easement rights granted to Grantee shall extend to and include contiguous public or private ways to the full extent of Grantor's interest therein for the purpose of ingress and egress to the Easement.

Also included in this Grant of Easement is the use of temporary work space (the "Temporary Work Space") adjacent to and generally parallel with the Easement for construction, operation and maintenance purposes as shown on the Drawing for a period of forty eight (48) months from the execution of this Grant of Easement. Grantor's granting of the Temporary Work Space to Grantee shall be on an exclusive basis during the full term of forty eight (48) months from the execution of this Grant of Easement; Grantor shall grant no third party any right to use the Temporary Work Space prior to the expiration of Grantee's exclusive term to use the Temporary Work Space.

Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right, to be exercised at any time in Grantee's sole and absolute discretion, to remove, clear and to keep clear all buildings (including, but not limited to, sheds, garages, and other structures, whether on foundations or not), walls or similar structures, above- or below-ground swimming pools, decks, rocks, trees, brush, limbs, and other obstructions including, but not limited to, pipelines and conduits within the Easement and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space, as to the Temporary Work Space only) that may interfere with the Grantee's use of the Easement and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space, as to the Temporary Work Space only), and the free and full right of ingress and egress, over and across said Easement and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space, as to the Temporary Work Space only).

Grantor and Grantee agree that the above mentioned consideration includes payment for all damages and clean-up costs for initial Pipeline Facilities construction except for damages to growing crops through cultivated lands. Grantee shall pay Grantor the fair market value, before or at the time of construction for any and all damages to growing crops, cultivated land, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from the exercise of the rights herein granted, provided, however, that after the Pipeline Facilities have been constructed hereunder, Grantee shall not be liable for such damages in the future caused by keeping the Easement clear of trees, undergrowth, brush, structures, or any other obstructions. Grantor agrees to execute a release upon receipt of payment for damages as provided above.

All pipelines shall be buried to a depth required by applicable laws and regulations. Except for pipeline markers are required by applicable law, the Pipeline Facilities on the Property shall all be installed below ground.

Grantor shall not grade, excavate, fill or flood the Easement and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space, as to the Temporary Work Space only) without obtaining the Grantee's prior written consent, which may be withheld in Grantee's sole discretion.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged and mortgaged, and shall be binding upon and inure to the benefit of the Grantee and its successors, assigns, heirs and legal representatives.

Grantee will indemnify and hold Grantor harmless from and against any and all claims, losses, damages and liabilities arising out of the performance of its activities described in this Grant of Easement or the existence or operation of the Pipeline Facilities on the Property, except to the extent and in proportion that any such claim, loss, damage, or liability arises out of the negligence, gross negligence, or willful misconduct of Grantor or its agents.

During the initial construction of the Pipeline Facilities, Grantee shall provide Grantor with a certificate of insurance from any party performing work on the Property which shall provide commercial general liability coverage (including broad form contractual liability coverage) with limits no less than the following:

Bodily Injury Liability, including automobile bodily injury liability	\$2,000,000 each occurrence
Property Damage Liability, including automobile property injury liability	\$2,000,000 each occurrence

The failure of Grantee to exercise or any delay of Grantee in exercising any rights herein conveyed in any single instance or from time to time shall not be considered or construed as a waiver of such right or rights and shall not bar Grantee from exercising such right or rights, or, if necessary, seeking an appropriate remedy in conjunction with the exercise or violation of such right or rights from time to time.

This Grant of Easement shall terminate, or be deemed to have terminated, if and only if (i) the Federal Energy Regulatory Commission, or its successor agency, has issued an authorization for Grantee to abandon the Pipeline Facilities or (ii) Grantee notifies Grantor in writing of its intent to terminate this Agreement.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Grantor makes no warranties of any kind, including without limitation, regarding title to or the use of or the condition of the Property.

The undersigned, states, affirms and certifies as of the date hereof that the undersigned is the legal owner of the Property and is authorized pursuant to the laws of the State of Ohio to execute, acknowledge and deliver this Grant of Easement in the Property of Grantor.

IN WITNESS WHEREOF, Grantor executes this Grant of Easement this 18th day of February, 2015.

Grantor: The Board of County Commissioners
of Belmont County, Ohio

By: _____
Mark A. Thomas /s/
 Its: _____
President
 By: _____
Ginny Favede /s/
 Its: _____
Vice-President
 By: _____
Matt Coffland /s/
 Its: _____
 Member

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 LETTER OF AGREEMENT BETWEEN
 COMMISSIONERS AND TEXAS EASTERN
 TRANSMISSION, LP, REGARDING THE GRANTING
 OF EASEMENTS FOR A TRANSMISSION PIPELINE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the letter of agreement between the Belmont County Board of Commissioners and Texas Eastern Transmission, LP, regarding the granting of easements for a transmission pipeline on county owned property and Texas Eastern's agreement to perform certain roadway improvements for the County, including improvements to 7.477 mile stretch of Wegee Road.

**Texas Eastern Transmission, LP
 5400 Westheimer Court
 Houston, TX 77056**

***Spectra Energy
 Partners***

February 4, 2015

Belmont County Board of Commissioners
 101 East Main Street
 St. Clairsville, OH 43950

Re: Texas Eastern Transmission, LP
 Proposed Ohio Pipeline Energy Network Project
 Parcel(s) # BE-07780 & BE-08570

Dear Belmont County Board of Commissioners:

The purpose of this letter is to memorialize the agreement between the Board of Commissioners of Belmont County, Ohio (hereinafter, the "County") and Texas Eastern Transmission, LP ("Texas Eastern"), whereby the County grants one or more pipeline easements to Texas Eastern to, among other things, install a thirty inch (30") diameter natural gas transmission pipeline on County-owned properties described as 3.1905 acres of Section 19, Township 6-N, Range 3-W, and 1.70 acres of Section 21, Township 5-N, Range 3-W, Belmont County, Ohio as part of Texas Eastern's OPEN Project (the "Project"), and Texas Eastern performs certain roadway improvements for the County. Therefore, for and in consideration of Five Hundred Dollars (\$500.00) and the promises contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the County and Texas Eastern hereby agree as follows:

1. The County shall enter into a grant of easement with Texas Eastern in the form attached hereto as Exhibit A (the "Easement," whether one or more).
2. Upon receipt of fully executed copies of the Easement, Texas Eastern agrees to make improvements to the 7.477 mile stretch of Wegee Road depicted on the map attached hereto as Exhibit B (the "Subject Road") pursuant to the design parameters set forth in this letter agreement and which have been prepared by the County:
 - a. Texas Eastern agrees to remove or mill the existing pavement (at Texas Eastern's discretion) and apply the following materials, to the Subject Road:
 - i. Ohio Department of Transportation ("ODOT") Item 407 Tack Coat, applied at a rate of 0.1 gal. per square yard;
 - ii. ODOT Item 448 Asphalt Concrete Intermediate Course Type 1 - 0.5" thick;
 - iii. ODOT Item 448 Asphalt Concrete Surface Course, Type 1 - 1.5" thick;
 - iv. ODOT Item 617 Compacted Aggregate for a 2' wide berm on each side of the new asphalt along the Subject Road; and
 - v. ODOT Item 644 Thermoplastic Pavement Markings 4" wide, which shall be used to mark the centerline and both outside edge lines of the Subject Road.
3. Texas Eastern agrees that any existing areas of roadway subbase failure (as revealed by proof rolling with a loaded tandem axle dump truck) on the Subject Road will be repaired by removing the existing pavement and necessary sub-base to a depth to make the repair; filling the repaired area with Item 304 compacted aggregate to 6" below the surface; applying bituminous Tack Coat to all vertical surfaces of the repair; and, then filling the area with 6" of ODOT Item 301 Asphalt Concrete Base.
4. Texas Eastern agrees that all work performed on the Subject Road will use ODOT materials meeting applicable ODOT specifications.
5. Once the work contemplated in Paragraphs 2-4 above is completed, Texas Eastern shall have no further duties or obligations arising from or relating to the Subject Road.

If the foregoing is acceptable to you, please indicate your agreement thereto by signing two (2) originals of this letter in the space provided below and returning one (1) original to the undersigned, along with a record of the County's approval. In addition, please also return one (1) fully executed copy of each Easement.

If you have any questions or concerns that I did not address in this letter, please do not hesitate to contact Chris Savage at (484) 941 – 1537.

Sincerely,
 Tina Faraca /s/
 Tina Faraca
 Vice President, Engineering & Construction
 Texas Eastern Transmission, LP
 By its General Partner, Spectra Energy Transmission Services, LLC

Agreed to by the Board of Commissioners of Belmont County, Ohio

By: Mark A. Thomas /s/
 Its: President

February 18, 2015

By: Ginny Favede /s/
Its: Vice-President
By: Matt Coffland /s/
Its: Member

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
MOS OFFICE SYSTEMS FOR A REFURBISHED COPIER/SCANNER/PRINTER
FOR THE OAKVIEW RECORDS BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from MOS Office Systems in the amount of \$1500.00 for one (1) refurbished Sharp MX-2600N copier/scanner/printer for the Oakview records building.

MOS 3153 BELMONT STREET • BELLAIRE, OHIO 43906
OFFICE SYSTEMS PHONE: 740-676-2943 • FAX: 740-676-2965
PROPOSAL PREPARED
FOR
BELMONT COUNTY COMMISSION

Re: Copier/Scanner for the Records Office
Location: Oakview

Refurbished Sharp MX-2600N

26 pages per minute black and color
Network print
Network scan
2 x 500 sheet paper trays + bypass tray
100 sheet automatic document feeder
Maximum paper size 11x17
Purchase price \$1,500.00
Price includes delivery and installation of software.

Maintenance:

M.O.S. will protect your investment with our all inclusive service contract. All supplies, parts, and labor are included.

All you need is paper.

Color pages – 0.06 per page

Black pages – 0.015 per page

Billed arrears for actual usage on a monthly or quarterly basis.

NO CHARGE FOR SCANS!

Thank you for considering M.O.S!

DATE APPROVED 02/18/15

Mark A. Thomas /s/

Ginny Favede /s/

Matt Coffland /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 AMENDING RESOLUTION DATED
DECEMBER 17, 2014, APPROVING THE SALE OF A COUNTY
VEHICLE, TO REFLECT THE SALE OF A 2008 FORD CROWN
VICTORIA FROM THE SHERIFF'S DEPT. TO MEIGS COUNTY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to amend Resolution dated December 17, 2014, approving the sale of a county vehicle, per ORC 307.12, to reflect the sale of a 2008 Ford Crown Victoria, VIN #2FAFP71V38X154245, from the Belmont Co. Sheriff's Department to Meigs County. This vehicle replaces the 1999 Ford Explorer, VIN #1FMZU34E5XUC31493 which was declined by Meigs County.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROPOSAL FROM
ERB ELECTRIC TO CONVERT FOUR EXISTING LIGHT
FIXTURES TO LED IN THE BELL TOWER OF THE COURTHOUSE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the proposal dated 02/09/15 from Erb Electric in the amount of \$3,200.00 for all labor and materials necessary to convert the four (4) existing 250 watt metal halide light fixtures to LED in the Bell Tower of the Belmont County Courthouse.

ERB Electric Company
500 Hall Street
Bridgeport, OH 43912

WV: (304) 233-0161
OH: (740) 633-5055
Fax: (740) 633-5127

WV Contractor's License WV0003498

2/9/2015

Belmont County Courthouse

Attn. Jack Regis

RE: Bell Tower Lighting LED Conversion

Jack,

We are pleased to submit for your consideration our cost proposal for the above mentioned project. Included are all labor, material, tools, and supervision for the following scope of work.

SCOPE OF WORK:

- Convert (4) existing 250 watt metal halide light fixtures to LED.

CLARIFICATIONS:

- Included in this price is supplying all necessary ladders and scaffold needed to do the install.

QUOTED PRICE: \$ 3,200.00 (three thousand two hundred dollars)

Thank you for the opportunity to provide this quotation and I look forward to working with you in the future. Please call me at your convenience if you have any questions or comments.

Jim Meeker /s/

Estimator / Project Manager

Erb Electric Co.

DATE APPROVED: 2/18/15

Mark A. Thomas /s/

Ginny Favede /s/

Matt Coffland /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 APPROVING THE PROPOSAL FROM FLAG FLOORS TO INSTALL NEW VINYL TILE IN THE ENTRANCE AND MAIN CORRIDO OF THE HEALTH DEPT.

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the proposal from Flag Floors in the amount of \$7,285.00 for all labor and materials necessary to install new vinyl tile in the entrance and main corridor of the Belmont County Health Department.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – DISCUSSION RE: APEX LANDFILL ISSUES

Dwayne Pielech and Fred Bennington Jr., from Ohio Valley Waste Systems, Ken and Jennifer Leach from Blue Ribbon Collections, Ron Moore from Moore’s Collection, John Getzlaff from J & W Roll-Off Services and Don Dombroski from Maynard voiced their concerns regarding issues at the Apex Landfill transfer station on County Road 214. They reported long waits and the inability to dump their trash due to lack of trailers and broken equipment at the facility. Mr. Pielech noted that when the haulers are forced to take their trash out of state, it results in less income for the Ohio EPA and the local solid waste authority. Commissioners noted that this is a private business, but said they will contact the owner to see what can be done.

IN THE MATTER OF BID OPENING FOR HAULING SLUDGE FROM THE FOX SHANNON WASTEWATER TREATMENT PLANT FOR BCSSD

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the hauling sludge from the Fox Shannon Wastewater Treatment Plant to an approved site, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Quasar Energy Group 5755 Granger Rd., Suite 320 Cleveland, OH 44131	X	\$ 182,727.27 (includes transportation)
Agri-Sludge, Inc. 8047 St. Rt. 754 Shreve, OH 44676	X	\$ 49,500.00

Motion made by Mrs. Favede, seconded by Mr. Coffland to turn over all bids received for hauling sludge from the Fox Shannon Wastewater Treatment Plant to an approved site to Mark Esposito, Director, Belmont County Sanitary Sewer District, for review and recommendation.

Upon roll call the vote was as follows:

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

9:45 Subdivision Hearing

Present: Ruth Graham, Engineer’s Drafting Technician. Mrs. Graham presented maps on the two proposed township roads, Bahmer and Hennebert Road. Warren Township Trustee Dave Hissom, Commissioner Matt Coffland, Tim Rockwell and Mrs. Graham were present at the road view in November 2014. Warren Township is accepting both roads and 911 approved the names of the roads. ODOT is good with the entry way onto the State Route.

IN THE MATTER OF FINAL PLAT APPROVAL FOR RIGHT-OF-WAY DEDICATION PLAT FOR BAHMER ROAD (T-164) & HENNEBERT ROAD WARREN TOWNSHIP, SECS. 17 & 23, T-8, R-6

“Hearing Had-9:45 A.M.”

“FINAL PLAT APPROVAL”

O.R.C. 711.05

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

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Right-Of-Way Dedication Plat For Bahmer Road (T-164) & Hennebert, Warren Township, Sections 17 & 23, T-8, R-6 which appears to be regular in form and approved by the proper parties;

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

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

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

OPEN PUBLIC FORUM (continued) - Wayne West voiced complaints regarding trucks using Stanley Addition Road in Colerain Township. He said the drivers are not CDL certified, the trucks are not DOT approved and they are exceeding the speed limit. There is mud 6 to 8 inches deep at times. He has gone to the Sheriff's Department and the Highway Patrol. They have not followed up on his complaints. Mr. Thomas explained that it is not a county road and the Board of Commissioners has no jurisdiction over a township road. He said the Board can let the Trustees know Mr. West was here and can also pass his complaint on to the Sheriff.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:54 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Mark Esposito, Director, Belmont Co. Sanitary Sewer District, 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 10:58 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ADVERTISING FOR A
HUMAN RESOURCES ADMINISTRATOR/COMMISSIONERS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for a Human Resources Administrator for Belmont County Commissioners.

JOB OPENING – HUMAN RESOURCES ADMINISTRATOR

Employer: The Belmont County Board of Commissioners
101 West Main Street
St. Clairsville, OH 43950

Position: Full-time, unclassified, exempt.
Positions includes full benefits.

Job Duties are as follows:

- With the administrative oversight of the Board; designs, recommends and implements all human resources policies and practices, providing additional supports to other county officials/offices as requested.
- Facilitates overall design and implementation of general personnel practices, including but not limited to: application review/recruitment, interview and selection design for vacant positions, establishment and revision(s) of county job descriptions, and recommendation of wage administration/salary plans.
- Complete and process all on boarding for new county employees including: background screening completion, I9 verification and E-verify completion, new hire orientation, and personnel policy review and acknowledgement.
- Manages all compliances standards for ADA, FMLA, OSHA, NLRA, FLSA, Title VII, and EEOC.
- Manages and designs all responses/hearing representation for Workers' Compensation and Unemployment Claims including initial/base claim certification, monitoring, and transition back to workforce assistance.
- Manages and facilitates all employee information in the HRIS system in support of payroll facilitation and benefits administration.
- Responsible for the facilitation of all benefits administration, and compliance terms with the Affordable Health Care Act.
- Designs, implements, and trains all staff on county personnel standards, best practices, and policies.
- Assist with the coordination of the county employee Wellness program.
- Participates and supports labor relations through contract negotiations, grievance hearing support, and arbitration facilitation.
- Administer all COBRA notifications and enrollments related to benefit administration after separation from employment, including but not limited to: first notice, ongoing premium collection, and expiration of eligibility notice.
- Serves as county Risk Manager, coordinating safety programs including interdepartmental safety meetings/loss claim investigations.

Job Requirements:

Minimum – Four year degree in a related field with two (2) years relevant human resources experience, or five (5) years of human resources experience.

Experience in public sector, dealing with HR related functions.

Valid Driver's License

Ability to sit for long periods of time, occasionally lifting up to forty (40) lbs.

Knowledge of computer systems, and HRIS practices.

Compensation: Salary commensurate with experience

Please send resumes with a cover letter and list of references on or before March 20, 2015 to:

E-mail to MIKE.SCHLANZ@JFS.OHIO.GOV

or Mail to:

OhioMeansJobs Belmont County

302 Walnut Street

Martins Ferry OH 43935

Attn: Mike Schlanz

(No telephone calls please)

Belmont County is an equal Opportunity Employer

Upon roll call the vote was as follows:

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

BREAK

February 18, 2015

RECONVENED FRIDAY, FEBRUARY 20, 2015 AT 9:30 A.M.
PRESENT: COMMISSIONERS THOMAS AND COFFLAND. ABSENT: COMMISSIONER FAVEDE.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:30 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 9:30 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 25th 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