

St. Clairsville, Ohio

April 15, 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-Casey A. McFarland, et al	Jury fees-Northern Court/General Fund	570.00
A-McGhee & Co.	Legal Supplies-Clerk of Courts/General Fund	230.97
W-Pamela S. Bowman	Antivirus software/Prosecutor Victim's Program Fund	85.69

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 April 15, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$53,955.69
A-GENERAL/AUDITORS	\$1,891.02
A-GENERAL/COMMON PLEAS COURT	\$1,203.18
A-GENERAL/EMA	\$1,245.48
A-GENERAL/PROBATE	\$1,704.10
A-GENERAL/SHERIFF	\$30,169.00
A-GENERAL/TREASURER	\$559.15
A-GENERAL/911	\$40,922.75
B-Dog & Kennel	\$3,578.73
E-911 Wireless	\$1,246.01
G-Lodging & Excise Tax	\$102,000.00
H-Job & Family, CSEA	\$9,496.88
H-Job & Family, Public Assistance	\$661.22; \$314.82; \$5,136.54; \$39,759.43
H-Job & Family, WIA	\$10,124.00; \$1,966.38; \$75,872.79
J-Real Estate Assessment	\$27,762.85
K-Engineer MVGT	\$32,234.53
M-Juvenile Ct. - Title IV-E Reimb.	\$3,158.09
N-Capital Projects-Senior Centers	\$6,740.00
N-Sanitary Sewer District Capital Improvement	\$1,240.00
P-Sanitary Sewer District	\$1,895.46; \$11,223.39; \$65,519.39; \$110,195.22; \$1,487.81; \$568.47
S-Certificate of Title Admn. Fund	\$10,077.32
S-Clerk of Courts Computer Fund	\$543.83
S-Common Pleas Court-Computer Fund	\$500.00
S-Common Pleas Court-General Special Projects	\$3,410.26
S-District Detention Home	\$4,435.83
S-Eastern Ct. General Special Projects	\$373.78
S-Job & Family, Children Services	\$13,020.00; \$489.13; \$63,759.15; \$1,723.85
S-Northern Ct. General Special Projects	\$423.62
S-Northern Div. Court Computer Fund	\$317.00
S-Port Authority	\$792.16
S-Oakview Juvenile Residential Center	\$692.17; \$253.98
S-Probate Court Computer Fund	\$23,240.00
S-Senior Services	\$31,564.77
S-Sheriff CCW	\$1,185.00
S-Sheriff Commissary	\$101.12
T-Sanitary Sewer District	\$602.03
U-Sheriff's Reserve Account	\$199.99

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 Mr. Coffland 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	\$10,000.00
E-0063-A002-B28.003 PERS	E-0063-A002-B30.000 Other Expenses	\$100.00

K00 MVGT FUND/ENGINEERS

FROM	TO	AMOUNT
E-2813-K000-K35.004 Workers Comp	E-2812-K000-K22.004 Workers Comp	\$183.54

M60 CARE AND CUSTODY-JUVENILE COURT FUND

FROM	TO	AMOUNT
E-0400-M060-M72.003 PERS-Subs Abuse	E-0400-M060-M74.004 Workers Comp-Subs Abuse	\$1,353.55

S12 PORT AUTHORITY FUND

FROM	TO	AMOUNT
E-9799-S012-S07.000 Professional Services	E-9799-S012-S09.004 Workers Comp	\$177.24

S86 NORTHERN COURT-GENERAL SPECIAL PROJECTS FUND

FROM	TO	AMOUNT
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E-1561-S086-S08.000 Other Expenses	E-1561-S086-S04.004 Workers Comp	\$232.49
<u>S87 EASTERN COURT-GENERAL SPECIAL PROJECTS FUND</u>		
FROM	TO	AMOUNT
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S04.004 Workers Comp	\$250.08
<u>S88 WESTERN COURT-GENERAL SPECIAL PROJECTS FUND</u>		
FROM	TO	AMOUNT
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S04.004 Workers Comp	\$311.73
<u>S96 JUVENILE COURT-GENERAL SPECIAL PROJECTS FUND</u>		
FROM	TO	AMOUNT
E-1589-S096-S12.000 Other Expenses	E-1589-S096-S09.000 Fringes	\$10.48
<u>W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND</u>		
FROM	TO	AMOUNT
E-1511-W080-P06.004 Workers Comp	E-1511-W080-P01.002 Salaries	\$250.27
<u>BCSSD/VARIOUS FUNDS</u>		
FROM	TO	AMOUNT
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P30.004 Workers Comp	\$477.70
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P30.004 Workers Comp	\$3,159.54
E-3704-P051-P16.074 Transfers Out	E-3704-P051-P14.004 Workers Comp	\$316.80
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P14.004 Workers Comp	\$1,229.02
E-3705-P053-P05.000 Materials	E-3705-P053-P07.011 Contract Services	\$10,000.00
E-3706-P056-P16.074 Transfers Out	E-3706-P056-P14.004 Workers Comp	\$2.12
E-9080-N080-N03.013 Contract Project	E-9080-N080-N02.011 Contract Services	\$50,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE O06 SSD #2 -SEWER BOND FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfer within fund for the SSD #2 - Sewer Bond Fund/O06:

FROM	TO	AMOUNT
E-9203-O006-O04.051 Interest Payment	E-9203-O006-O08.000 Escrow Payment	\$646.34

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE
P53 SSD #2 REVENUE FUND AND THE O06 SSD #2SEWER BOND FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfer between the SSD #2 Revenue Fund/P53 and the SSD #2 Sewer Bond Fund/O06:

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9203-O006-O08.574 Transfers In	\$124,407.26

Note: To transfer funds needed for bond principal and interest refunding payments due 04/23/15.

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR MARCH, 2015

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of March, 2015.

Gross Wages P/E 03/07/15 to 03/21/15	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500 5,094.61
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500 486.08
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500 423.05
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500 2,635.84
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500 4,973.02
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500 3,841.21
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500 2,249.36
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500 693.60
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500 5,429.68
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500 6,853.49
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500 846.84
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500 3,772.22
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500 1,092.92
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500 4,275.51
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500 1,672.51
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500 6,621.41
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500 6,212.36
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500 3,540.54
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500 6,464.29
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500 2,757.50

CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	795.88
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,603.87
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,241.62
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,062.64
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>288.14</u>
			78,960.19
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,216.02
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,112.27
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	482.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	429.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	570.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	101.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	395.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	445.00
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	275.00
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	223.50
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,100.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	45,184.74
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,837.74
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,114.07
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	933.86
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,254.15
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	3,789.12
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	712.18
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	347.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,190.94
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	885.67
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,095.13
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	971.79
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,770.24
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	7,954.74
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	792.28
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,772.69
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	150.74
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	33.37
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	673.08
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,672.28
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,508.11
JUV ACCTBLY - BLOCK GRANT	E-0914-S035-S05.000	R-9895-Y095-Y01.500	380.80
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,399.39
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	25,683.97
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	13,590.81
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	328.46
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,014.24
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	382.58
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	340.78
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	652.70

COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,128.79
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	441.40
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	579.80
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	89.60
		TOTAL	248,693.68

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

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

N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N02.055	Courthouse Bldg. Repair	\$5,998.00
	<i>HE Neumann quote to replace the heat pump that serves the Law Library</i>	
E-9029-N029-N04.055	Other Expenses	\$10,580.00
	<i>Limbach quotes for ALTCS survey/upgrade at the Belmont County Jail</i>	

O50 NOTE RETIREMENT FUND-2014 WATER SYS IMP

E-9250-O050-O01.050	Principal Payment	\$504,373.16
E-9250-O050-O02.051	Interest Payment	\$ 20,824.51

****APRIL 15, 2015****

GENERAL FUND

E-0051-A001-A08.000	Travel and Expenses	\$978.51
	<i>Appropriation of reimbursement check from CCAO for Comm. Favede/NACo Conference.</i>	
E-0051-A001-A13.000	Postage	\$398.90
	<i>Appropriation of refund checks from USPS for spoiled postage.</i>	
E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$9,096.21
	<i>Supervisory Fees (Pre-Trial, ISP & Probation) collected in the period of January-March 2015</i>	
E-0131-A006-A17.012	Cruisers	\$636.70
E-0131-A006-A17.012	Cruisers	\$4,525.61
	<i>Claim No. 0160025968 Sheriff/Cruiser -vs- Deer DOL 02/25/15</i>	
E-0170-A006-G12.000	Indigent Clients-Payment to State	\$808.40
E-0256-A014-A01.000	CORSA Costs	\$1,064.56
	<i>Claim No. 0160026055 Board of DD/Hit sign DOL 03/24/15</i>	
E-0257-A015-A14.000	Attorney Fees	\$1,212.60

D00 ROAD AND BRIDGES FUND/ENGINEERS

E-1655-D000-D05.013	Contract/Projects	\$1,131,804.95
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H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H14.000	Belmont Co. OWIP	\$2,500.00
E-2610-H008-H15.000	Carroll Co. OWIP	\$3,000.00
E-2610-H008-H16.000	Harrison Co. OWIP	\$8,000.00

L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$5,076.00
E-1810-L001-L05.011	Contract Services	\$5,076.00
E-1810-L001-L14.000	Other Expenses	\$1,503.33

O50 NOTE RETIREMENT FUND-2014 WATER SYS IMP

E-9250-O050-O02.051	Interest Payment	\$ 9,092.16
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S17 CHILDREN SERVICES FUND/BCDJFS

E-2765-S017-S31.000	Other Expenses	\$76,442.50
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OAKVIEW JUVENILE/VARIOUS FUNDS

E-8010-S030-S40.000	Grant Holding Account	\$10,000.00
E-8010-S030-S51.002	Salaries	\$125,117.47
E-8010-S030-S53.000	Medical	\$3,639.52
E-8010-S030-S55.010	Supplies	\$119.48
E-8010-S030-S59.000	Fuel/Utilities	\$7,610.00
E-8010-S030-S63.000	General	\$361.98
E-8010-S030-S66.003	PERS	\$11,672.77
E-8010-S030-S68.006	Hospitalization	\$16,103.47
E-8010-S030-S70.005	Medicare	\$1,946.04
E-8011-S031-S02.000	Food (Meal Tickets)	\$105.00
E-8011-S031-S02.000	Food (NSLA)	\$1,422.33
E-8012-S032-S00.000	Activity Fund	\$48.50

S54 COMMON PLEAS-GENERAL SPECIAL MEDIATION SERVICES FUND

E-1544-S054-S01.002	Salaries	\$6,393.00
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S69 MRDD MEDICAID RESERVE FUND/BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

E-2413-S069-S01.011	Contract Services	\$139,652.24
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S77 COMMUNITY-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

E-1520-S077-S01.002	Salaries	\$17,386.75
E-1520-S077-S02.005	Medicare	\$252.00
E-1520-S077-S03.003	PERS	\$2,434.25
E-1520-S077-S04.006	Hospitalization	\$3,184.00
E-1520-S077-S05.004	Workers Comp	\$313.00

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND

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

W98 CEBCO WELLNESS GRANT FUND

E-1498-W098-W05.000 2015 Expenses \$130.00

Check No. 1917--Employee Contributions

BELMONT COUNTY COURT OF COMMON PLEAS/JUVENILE DIVISION/VARIOUS

E-0400-M064-M05.000 Placement Costs \$60,243.72
 E-0400-M072-M05.000 Other Expenses \$300.00
 E-1582-S085-S08.000 Computer Expenses \$1,317.00
 E-1589-S096-S08.002 Salaries \$5,748.76

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE K00 MVGT – ENGINEERS FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 15, 2015:

E-2813-K000-K43.000 Issuance Cost \$ 2,344.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE O06 SSD #2 – SEWER BOND FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 15, 2015:

E-9203-O006-O08.000 Escrow Payment \$180,953.66

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROPRIATIONS FOR THE O30 BOND RETIREMENT – JAIL CONSTRUCTION FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following appropriation, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of January 2, 2015:

E-9212-O030-O08.000 Escrow Payment \$157,253.26

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE O31 BOND RETIREMENT – SATELLITE BUILDING FUND

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****

E-9215-O031-O14.000 Escrow Payment \$130,901.41

****APRIL 15, 2015****

E-9215-O031-O14.000 Escrow Payment \$ 4,905.68

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROPRIATIONS FOR THE O37 BOND RETIREMENT – EASTERN DIV. BLDG. FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following appropriation, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of January 2, 2015:

E-9216-O037-O08.000 Escrow Payment \$83,671.52

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROPRIATIONS FOR THE O50 NOTE RETIREMENT FUND-2014 WATER SYS IMP

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 15, 2015:

E-9250-O050-O01.050 Principal Loan Payments \$2,500,000.00
 E-9250-O050-O03.000 Issuance Fees \$ 26,050.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROPRIATIONS FOR THE O53 NOTE RETIREMENT FUND-SSD #2 FORCE MAIN

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 15, 2015:

E-9253-O053-O03.000 Issuance Fees \$ 17,088.80

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST FOR CERTIFICATION

OF MONIES BY THE BUDGET COMMISSION

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

GENERAL FUND – Oil and Gas Receipts. \$674.05 deposited into R-0050-A000-A02.500 on various dates:

02/03/15	Gulfport Royalties – 11/14	66.06
03/25/15	Gulfport Royalties – 12/14	66.97
03/30/15	Gulfport Royalties – 01/15	41.02
04/14/15	Texas Eastern Right-of-Way	500.00

O050 Note Retirement Fund/2014 Water System Improvements - \$9,092.16 Transferred from the General Fund 04/08/15

01/05/15	Gulfport Energy Royalties	92.16
01/15/15	Regency Gas Right-of-Way	9,000.00

CORSA Reimbursement - \$5,590.17 deposited into R-0040-A000-Q00.500 on 04/14/15

Claim No. 0160025968 – Sheriff/Cruiser vs. Deer	DOL 02/25/15	\$4,525.61
Claim No. 0160026055- Board of DD/Hit sign	DOL 03/24/15	\$1,064.56

CCAO Travel Reimbursement - \$978.51 from CCAO for Commissioner Favede/NACo Conference.

W98 CEBCO Wellness Grant Fund - \$130.00 paid into R-1498-W098-W07.500 on 04/14/15 (*Employee contributions/Source Fitness*).

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Vince Gianangeli to travel to Columbus, OH, on May 5-6, 2015, to attend OJFSDA Directors’ Conference. William Marinacci to travel to Sugarcreek, OH, on June 17-19, 2015, to attend Annual Foster Parent Conference. Estimated expenses: \$82445

SENIOR SERVICES – Linda Wells and seniors to travel to Cadiz, OH, on April 29, 2015, for a senior center outing. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF 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 March 18, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REQUEST FROM THE TOURISM COUNCIL TO INCREASE THEIR MONTHLY ALLOTMENT FROM THE LODGING EXCISE TAX RECEIPTS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the request of the Belmont County Tourism Council to increase their monthly allotment from the lodging excise tax receipts from \$24,167.00 to \$28,500.00 beginning May, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REQUEST FROM THE TOURISM COUNCIL FOR ADDITIONAL MONIES FROM THE LODGING TAX RECEIPTS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$69,435.00 from the lodging tax receipts for the month of April to cover additional expenses as follows:

· \$48,000	Upgrade on the Wise Building at the fairgrounds
· \$18,435	Partial payment/new roof and gutters-Victorian Mansion Museum
· \$ 3,000	Belmont County Historical Society 2015 grant award

Note: This is in addition to their monthly allotment for operating expenses for April.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE 2015 PARTICIPATION AGREEMENT WITH CORSA

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the **2015 Participation Agreement** with the County Risk Sharing Authority, Inc. (CORSA) for a three-year period effective May 1, 2015 through April 30, 2018.

2015 PARTICIPATION AGREEMENT

This Participation Agreement (the “Agreement”) is made between the **County Risk Sharing Authority, Inc. (“CORSA”)**, an Ohio corporation not for profit and the **County of Belmont, Ohio (the “Member”)**, a political subdivision of the State of Ohio, effective as of the first day of May, 2015 but actually executed on the 15th day of April, 2015.

I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA’s Articles of Incorporation, Code of Regulations policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA to provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"County Home Excess Liability Fund" shall mean the fund established by CORSA to provide for the payment of general liability and professional liability losses at county homes.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund, and County Home Excess Liability Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2018.

III. THE MEMBER'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

- a. To retain its membership in the County Commissioners Association of Ohio.
- b. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Trustees. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency of the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.
- c. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.
- d. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.
- e. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.
- f. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.
- g. To follow the loss reduction and prevention programs and procedures established by CORSA.
- h. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to time.
- i. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.
- j. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.
- k. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.

- l. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.
- f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.
- g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. a County Home Excess Liability Fund (if applicable)
- d. Insurance coverages

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the Board, with the advice of its insurance and actuarial advisors. The Board also intends to purchase insurance policies to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER'S CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;

- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual County Home Excess Liability Fund contribution (if applicable);
- e. its annual Insurance Costs; and
- f. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through f., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2015 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining Program Years until the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. EXPULSION

a. By a two-thirds (2/3) vote of the Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such meeting, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (vi) Any other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution, times the amount of remaining funds.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. MISCELLANEOUS

a. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the Member:
Belmont County Board of Commissioners
101 W. Main Street
St. Clairsville, Ohio 43950
If to CORSA:
County Risk Sharing Authority, Inc.
209 E. State Street
Columbus OH 43215

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. *Amendments, Changes and Modifications.* This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. *Severability.* In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

d. *Governing Law.* This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

COUNTY RISK SHARING AUTHORITY, INC.

By: Sherry Barbosky /s/

COUNTY OF BELMONT

Matt Coffland /s/

Commissioner

Mark A. Thomas /s/

Commissioner

Ginny Favede /s/

Commissioner

APPROVED AS TO FORM

David K. Liberati /s/ Assistant

Prosecuting Attorney

**EXHIBIT A
SUMMARY OF COVERAGES**

1) PROPERTY

- a. Buildings-Contents
- b. Property in the Open
- c. Contractors Equipment
- d. Auto Physical Damage
- e. Valuable Papers
- f. Electronic Data Processing Equipment and Media
- g. Fine Arts

2) COMPREHENSIVE BOILER AND MACHINERY

3) CRIME

- a. Employee Dishonesty Bond
- b. Money and Securities
- c. Depositor's Forgery
- d. Money Orders and Counterfeit Paper Currency
- e. Fund Transfer Fraud
- f. Computer Fraud

4) GENERAL LIABILITY

- a. Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Products/Completed Operations, Medical Professional Liability
- b. Medical Payments

5) LAW ENFORCEMENT LIABILITY

6) AUTOMOBILE LIABILITY

7) PUBLIC OFFICIALS LIABILITY

8) OHIO STOP GAP EMPLOYERS LIABILITY

9) EMPLOYEE BENEFITS LIABILITY

10) CYBER LIABILITY AND EXPENSE

11) ATTORNEY DISCIPLINARY PROCEEDINGS

12) DECLARATORY, INJUNCTIVE OR EQUITABLE RELIEF

Note: Please refer to binders, cover notes, and policy on file for specific limits, terms, conditions, and exclusions.

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
AMENDMENT 001 TO THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE COMMISSIONERS AND
GREENCORE DESIGNS, INC. FOR THE PROPOSED
SENIOR SERVICES COMMUNITY BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment 001 to the Professional Services Agreement dated October 8, 2014 between the Belmont County Commissioners and GreenCore Designs, Inc. for the proposed Senior Services of Belmont County Community Building project in the amount of \$336,260.00 (plus reimbursables).

AIA Document G802 – 2007

Amendment to the Professional Services Agreement

Amendment Number: 001

TO: Belmont County Commission – Senior Services of Belmont County
(Owner or Owner's Representative)

In accordance with the Agreement dated: October 08, 2014

BETWEEN the Owner:

(Name and address)

Belmont County Commission – Senior Services of Belmont County

101 West Main Street

Saint Clairsville, OH 43950

and the Architect:

(Name and address)

Jeremy Greenwood, LEED A. P., R.A., NCARB

GreenCore Designs, Inc.

PO Box 641

201 E. Main Street

Saint Clairsville, OH 43950

for the Project:

(Name and address)

Senior Services of Belmont County Community Building

45240 National Road

Saint Clairsville, OH 43950

Authorization is requested
 X to proceed with Additional Services.
 to incur additional Reimbursable Expenses.
 As follows:

In general, the developed project consists of construction level documents for the construction of a +/-30,000 square foot facility for Senior Services of Belmont County. The original design concept per our original October 8, 2014 contract was for a 12,000 to 13,000 square foot facility. Per our March 17, 2015 meeting, this will serve as an attachment to our original contract.

The project will still be a design-bid-build project. The kitchen equipment will be designed by the design team and the county will coordinate the bidding and the installation of the kitchen equipment.

The developed program from our previous meetings will still apply (see attached drawings). The facility will have a kitchen capable of serving in excess of 1,000 meals a day. Included with the kitchen will be the following support facilities: walk in cooler(s), walk in freezer(s), food prep area(s), dry storage area(s), staff support offices (per attached plan), employee area(s), facility support areas (restrooms, mechanical spaces, etc.), loading/unloading area, and a banquet/multi-purpose area.

The design team will look at future expansion capabilities while designing the facility. The design team will also look at overall sustainability of the facility but will not pursue Leadership in Energy and Environmental Design (LEED) certification. This can be negotiated as a separate project fee if the county would like to pursue this certification.

Per our 02.27.15 meeting with the commissioners, GreenCore Designs was requested to break out the estimated project costs into several categories. The attached documents list the budget assumptions. Once the documents are further along, a hard project budget will be developed and presented.

- 2015-03-26 Senior Services of Belmont County Proposed Community Building Revised Building Budget Assumption
 - 2015-03-26 Senior Services of Belmont County Proposed Community Building Revised Site Budget Assumption
 - 2015-03-26 Senior Services of Belmont County Proposed Community Building Revised Kitchen Equipment Budget Assumption
- The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Revised Fees=\$343,500.00 (plus reimbursables) - \$10,000.00 (FF&E work) + \$2,760.00 (FF&E work Completed) +\$336,260.00 (plus reimbursables)

Time:

Per attached revised schedule, in order to make this schedule GreenCore is requesting that the project team meets at least once a week during the construction document phase in order to make decisions.

<p>SUBMITTED BY: <u>Jeremy Greenwood /s/</u> (Signature) <u>Jeremy Greenwood, LEED A.P.,R.A.,NCARB</u> (Printed name and title) (Date) (Signature)</p>	<p>AGREED TO: <u>Mark A. Thomas /s/</u> (Signature) <u>Mark A. Thomas - Belmont County Commissioner</u> (Printed name and title) <u>4/15/15</u> <hr/> <u>Matt Coffland /s/</u> <hr/> Matt Coffland – Belmont County Commissioner (Printed name and title) <u>4/15/15</u> (Date) <u>Ginny Favede /s/</u> (Signature) Ginny Favede – Belmont County Commissioner (Printed name and title) <u>4-15-15</u> (Date)</p>
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03.25.2015
 (Date)
 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 SIGN THE ENVIRONMENTAL ASSESSMENT AND COMPLIANCE STATEMENT FOR THE BELMONT CO. METROPOLITAN HOUSING AUTHORITY'S 2015 CAPITAL FUNDS PROGRAM PROJECTS

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commission President Mark A. Thomas to sign the Environmental Assessment and Compliance Statement for the Belmont County Metropolitan Housing Authority's 2015 OH16P02050115 Capital Funds Program projects.

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 VENDOR AGREEMENTS BETWEEN BCDJFS AND VARIOUS VENDORS FOR THE PROVISION OF TITLE XIX TRANSPORTATION SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective May 1, 2015 through December 31, 2015, for the provision of Title XIX transportation services:

<u>VENDOR</u>	<u>CONTRACT AMOUNT NOT TO EXCEED</u>
Barnesville Taxi Service	\$250,000.00
Martins Ferry EMS	\$300,000.00
Neffs EMS	\$400,000.00
NCR Foundation	\$125,000.00

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES VENDOR AGREEMENT

This agreement to provide transportation is made and entered into this 15th day of April, 2015 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Taxi Service, a provider of Title XIX

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil 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 repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per passenger each way. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement **is up to \$ 300,000.00**
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. In addition to the fees set above, (defined in Article A), an annual \$500.00 inspection fee will be incurred.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 15th day of April, 2015 .

Signature Vince Gianangeli /s/

Dept. of Job and Family Services

Belmont County Department of Job and Family Services

310 Fox-Shannon Place

St. Clairsville, Ohio 43950

(740) 695-1074

Date 4-15-15

Signature Matt Coffland /s/

Signature Mark A. Thomas /s/

Signature Ginny Favede /s/

Belmont County Commissioners

Approved as to form David K. Liberati /s/

Prosecutor Assistant

Signature Michael J. R /s/

Provider Signature

Date 04-15-15

Date 4/15/15

Date 4/15/15

Date 4/15/15

Date 4/15/15

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide transportation is made and entered into this 15th day of April, 2015 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Neffs EMS, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from May 1, 2015 through December 31, 2015 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

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

established by the Ohio Department of Job and Family Services in the Administrative Code.

- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per passenger each way. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement is up to \$ 400,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. In addition to the fees set above, (defined in Article A), an annual \$500.00 inspection fee will be incurred.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 15th day of April, 2015 .

Signature Vince Gianangeli /s/
Dept. of Job and Family Services

Signature Donald L. K/s/
Provider Signature

Belmont County Department of Job and Family Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 4-15-15

Date 04-15-15

Signature Matt Coffland /s/

Date 4/15/15

Signature Mark A. Thomas /s/

Date 4/15/15

Signature Ginny Favede /s/

Date 4/15/15

Belmont County Commissioners

Approved as to form Daniel P. Fry /s/
Prosecutor

Date 4/9/15

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

This agreement to provide transportation is made and entered into this 15th day of April, 2015 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and NCR Foundation, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from May 1, 2015 through December 31, 2015 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil 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 repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per passenger each way. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement is up to \$ 125,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. In addition to the fees set above, (defined in Article A), an annual \$500.00 inspection fee will be incurred.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 15th day of April, 2015 .

April 15, 2015

Signature Vince Gianangeli /s/
Dept. of Job and Family Services
Belmont County Department of Job and Family Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074
Date 4-15-15

Signature Matt Coffland /s/
Signature Mark A. Thomas /s/
Signature Ginny Favede /s/

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

Upon roll call the vote was as follows:

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

Signature Jeffrey O. W /s/
Provider Signature

Date 4/2/15

Date 4/15/15

Date 4/15/15

Date 4/15/15

Date 4/15/15

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH
PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI) TO PERFORM
GEOTECHNICAL BORINGS FOR THE PROPOSED 2 MILLION
GALLON WATER STORAGE TANK AT THE WATER PLANT/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with Professional Service Industries, Inc. (PSI) in the estimated amount of \$13,590.00 to perform geotechnical borings for the proposed 2 million gallon water storage tank at the Belmont County Sanitary Sewer District's water plant, based upon the recommendation of Jeff Vaughn, Project Engineer.

March 18, 2015

Belmont County Sanitary Sewer District
46325 Bannock Road
St. Clairsville, OH 43950

In Care of: Mr. Jeffrey A. Vaughn, P.E.
Vaughn, Coast & Vaughn, Inc.
154 S. Marietta Street
St. Clairsville, Ohio 43950

Subject: **Proposal for Geotechnical Exploration
Proposed Storage Tank
57580 Spring Hill Road
Bellaire, Belmont County, Ohio 43906
PSI Proposal No: 0803-147104**

Dear Mr. Vaughn:

Pursuant to your March 11, 2015 email and our subsequent conversations, Professional Service Industries, Inc. (PSI) is pleased to submit this Proposal to perform geotechnical borings for the referenced project. Presented below is a review of furnished project information, along with our proposed scope of services, schedule and fee information.

PROJECT UNDERSTANDING

The following was utilized for preparation of this proposal:

- Our March 11, 2015 telephone conversation with you and subsequent email correspondences.
- An undated aerial and topographic drawing indicating the existing structures and proposed tank location.

Based on the aforementioned conversations and information, PSI understands that a circular steel storage tank is planned for this site. The tank will have dimensions of approximately 78 feet in diameter and 65 feet in height. The planned base elevation and detailed structural loading information have not been provided to PSI at this time. Based on our understanding that the tank is a water tank and the tank height, we have assumed an average bearing pressure beneath the tank of about 4000 psf.

The site is within an existing facility on a hilltop area bordered on all sides by wooded slopes. The planned tank location is within the northwestern portion of the site and is to be located west of an existing circular storage tank, north of a rectangular structure, and near the crest of a slope which slopes down to the northwest to Riverview Road, and beyond. Based on review of the available aerial imagery, the proposed tank site is open and includes pavement, gravel, and grass surfaces.

Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

GEOTECHNICAL scope of Services

Based on the proposed construction and the scope discussed in our conversations with you, a total of three borings are to be performed at this site. Two borings are to be performed within the proposed tank footprint area, and a third is to be performed down the existing slope from the planned tank foundation along the side of Riverside Road. Each boring will be advanced to auger refusal conditions, followed by coring of a minimum of 10 feet of competent rock. Competent rock will be considered any rock type other than Red Beds which returns an RQD value of 25 or higher. The Rock Quality Designation (RQD) for a rock sample is determined by summing the length of all pieces of the rock core which are greater than 4 inches and dividing it by the total length of the rock core. The planned location of each of these borings are shown on the attached Figure 1 – Proposed Boring Location Plan.

For fee estimation purposes, auger refusal conditions have been assumed at depths of approximately 15 feet below existing surface grades for the two borings which are to be placed within the planned tank foundation and approximately 10 feet below the existing grades for the boring to be performed alongside Riverview Road. If additional coring is necessary due to the presence of soft rock (such as shales, red beds, claystones, or siltstone), PSI will contact you prior to sampling beyond the depths stated in this proposal.

Boring positions will be approximately located in the field by PSI using standard taping techniques, drawings provided by Vaughn, Coast, & Vaughn, Inc., and the existing site features. PSI requests that site layout plans be provided for this purpose. The boring locations will be considered only as accurate as these methods can allow. For precise location of the borings, it is recommended that the boring locations be staked out by a licensed surveyor.

SITE ACCESS

It is understood that the site and areas of exploration are readily accessible to truck mounted equipment. We anticipate drilling on-site any weekday during the hours between 7:00 AM and 5:00 PM EST. If an alternate drilling schedule is required, PSI should be notified prior to mobilization or additional costs will apply.

PSI understands that all permits and fees associated with drilling on the side of Riverview Road will be obtained and paid for by the client. Depending upon the traffic controls required, additional costs may be incurred upon the client to provide the appropriate signage, flagging and traffic control equipment.

LABORATORY TESTS

Representative soil samples obtained during the field exploration program will be transported to the laboratory for classification and to perform a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program. PSI proposes a program which may include testing of selected samples to evaluate the moisture content, particle size distribution and plasticity characteristics of existing soils. The proposed testing also includes a limited number of unconfined compression tests which are to be performed on the recovered rock samples in order to determine their compressive strength. In the case that Red Beds are encountered, PSI will desire to collect samples to have Residual Direct Shear Testing performed.

Specific laboratory testing for this project will be determined once we have completed the field exploration phase of work, as well as the visual logging and classification of the samples obtained.

FIELD EXPLORATION SUPERVISION

PSI representatives will supervise all of the fieldwork exploration activities for this project under the direction of our project manager, who is a licensed engineer in the State of Ohio.

REPORT

Upon conclusion of our field exploration and laboratory work, the data will be analyzed by our experienced geotechnical engineers and a report will be prepared. The report will include the following:

- Geologic review of the project site.
- Subsurface conditions encountered including pertinent soil properties
- Soil or rock data review/analysis as it relates to the proposed site development
- Geotechnical recommendations for site preparation and placement and compaction of fill.
- Geotechnical recommendations to support tank foundations.
- Slope stability analysis of the northwestern slope of this site adjacent to the proposed tank.
- Comments relating to observed geotechnical conditions such as shallow refusal material, buried structures (if encountered), and groundwater which could impact development.

This proposal is based on providing one signed electronic and three hard copies of the report signed and sealed by a Professional Engineer licensed in the Commonwealth of Pennsylvania. The report will be addressed to the client, and hard copies submitted to client by regular mail. If additional copies of reports are needed from PSI an additional fee of \$35 per copy will be charged.

EXCLUSIONS

Project services proposed herein are conventional in nature and do not include an evaluation of the site for determining the presence or absence of wetlands or hazardous or toxic materials. Nor do these services lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminant amplification in buildings. Please be aware that mold is abundant in nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold cannot be completely eliminated.

PSI offers a wide array of services for professional environmental assessments, moisture, waterproofing, indoor air quality and mold determinations which help reduce the likelihood of future occurrences. We are interested in discussing these service options with our clients to suit their specific project needs. These issues, identified in the preceding paragraph may only be addressed under a separate proposal and authorization.

SCHEDULE

Based upon our current schedule, PSI proposes to initiate services on this project within 10 to 15 working days after receiving authorization to proceed. Assuming favorable weather conditions, we anticipate completion of borings in 3 to 4 working days. PSI's geotechnical report will be provided within 15 business days of completion of borings.

SPECIAL INSTRUCTIONS

Your communication of site development plans and other such documents to us is needed. Upon project start-up, PSI will contact you or your designated representative regarding this information and project scheduling. We also request a copy of the existing conditions drawing to determine existing site surface elevations.

Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. We will attempt to limit such damage, but no restoration other than backfilling and cold-patching existing pavement at the test boring locations is included.

PSI will contact Ohio Utilities Protection Service for public utility clearance prior to the start of drilling activities. Please note that this service does not mark the locations of privately owned utilities. The safety of PSI's drilling personnel are of utmost importance and the presence of private utilities existing near proposed borings that are not identified and marked pose a significant health and safety threat if encountered during drilling activities. We request that all private utility lines and other subsurface appurtenances will be located in the field by others prior to our mobilization. Otherwise, PSI can subcontract a private utility locating company for an additional fee of \$250 per hour, if requested.

PROPOSED FEE

PSI proposes that the fee for performance of the outlined scope of services be determined on a unit rate basis in accordance with the attached Schedule of Geotechnical Services and Fees. Based on the scope of services outlined above, we estimate the fee at **\$13,590.00**. A detailed cost estimate is attached.

Field exploration services such as drilling and subsurface logging are a vital data gathering element of our services for this project. These require substantial commitment of PSI resources, consumables and other expenses in the beginning of your project, to be able to conduct laboratory testing engineering analysis and report development for your project. Please note, therefore, that we will invoice you partially for the field exploration portion of our work upon its completion, with the balance of our fee invoiced in a manner consistent with terms and conditions described herein. Your acceptance of this proposal acknowledges your approval of this procedure.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. This estimated fee assumes that adequate bearing materials will be encountered within the proposed boring depths. Should conditions be encountered which require exploration to depths greater than those proposed herein, we will contact you immediately to discuss an increased scope and to obtain authorization so that field work can continue efficiently and expeditiously.

We are available to review earthwork and foundation related portions of project drawings and specifications, and to confer with the design team after submittal of our report. Such follow-up services would be invoiced on a unit rate basis in accordance with the rates presented in the Schedule of Geotechnical Services and Fees, a copy of which is attached for your reference. We will obtain your specific authorization prior to providing any additional services.

AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of authorization.

PSI also provides an array of complementary environmental and industrial hygiene services to assist our clients in successfully assessing and developing properties such as the one referenced in this proposal. PSI's environmental consultants apply their experience, local geologic knowledge and understanding of ASTM standards, environmental risk, and regulatory knowledge to conduct due diligence assessments of a wide range of property types and proposed developments.

We would be pleased to provide your team with a proposal for these services. PSI's familiarity with the site conditions from the geotechnical scope of work will enable our environmental professionals to proceed quickly with a cost effective and pragmatic scope of work.

We appreciate the opportunity to offer our services to your project and look forward to working with you. Please call with any questions you may have, or if PSI can be of additional service.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Jeffrey E. Smith, EIT
Geotechnical Department Manager



Stephen M. Simonette, P.E.
District Manager

Attachments: Schedule of Geotechnical Services & Fees
Project Data Sheet
Proposed Boring Location Plan
General Conditions

PROPOSAL ACCEPTANCE:

AGREED TO, THIS <u>15th</u> DAY OF <u>April</u> , 2015 BY (please print): <u>Mark A. Thomas Ginny Favede Matt Coffland</u> TITLE: <u>Belmont County Commissioners</u> COMPANY: <u>Belmont County</u> SIGNATURE: <u>Mark A. Thomas /s/ Ginny Favede /s/ Matt Coffland /s/</u>
--

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 ROADWAY USE AND MAINTENANCE AGREEMENTS FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH XTO ENERGY, INC./CO. BRIDGE TR-476 & TR-302 MILLER WELL PAD

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreements for Drilling Projects and Infrastructure** with XTO Energy, Inc. effective April 15, 2015 for the purpose of ingress and egress for "Drilling Activity" at the following sites:

1. County Bridge on TR-476 over McMahan Creek in Pultney Township from the Miller Well Pad.
2. County Bridge on TR-302 over Brown Hollow Run in Pultney Township from the Miller Well Pad.

Note: No Bond needed per County Engineer Fred Bennett. XTO paid for materials & equipment for the new bridge.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and XTO Energy, Inc, whose address is XTO Energy, Inc of 810 Houston Street, Fort Worth, TX 76102 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use of County Bridge on TR-476 over McMahan Creek in Pultney Township for the purpose of ingress to and egress from the [**Miller well pad**] for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**Miller well pad**] (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The **Bridge**, to be utilized by Operator hereunder, is that exclusive portion beginning on TR 476 in Pultney Township that crosses McMahan Creek. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (476) for any of its Drilling Activities hereunder.
2. The portion of CR/TR (), to be utilized by Operator hereunder, is that exclusive portion beginning at (the intersection of CR/TR ending at the oil and gas development site) wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR () for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **BLANKET BOND #019044749 for \$3,000,000.00 in place to cover designated roads and bridges**. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on April 15, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: Ginny Favede /s/
Commissioner/Trustee

By: Matt Coffland /s/
Commissioner/Trustee

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

By: Fred F. Bennett /s/
County Engineer

Dated: 4-15-15

Approved as to Form:

David K. Liberati /s/ Assistant
County Prosecutor

Operator

XTO ENERGY, INC.

By: Michael R. Johnson /s/

Printed name: Michael R. Johnson

Title: VP Production Operations Appalachia Division

Dated: 3/17/15

Appendix A

Operator shall:

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

Authority shall:

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

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

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

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and XTO Energy, Inc, whose address is XTO Energy, Inc of 810 Houston Street, Fort Worth, TX 76102 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use of County Bridge on TR-302 over Brown Hollow Run in Pultney Township for the purpose of ingress to and egress from the [**Miller well pad**] for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**Miller well pad**] (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The **Bridge**, to be utilized by Operator hereunder, is that exclusive portion beginning on TR 302 in Pultney Township that crosses Brown Hollow Run. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (302) for any of its Drilling Activities hereunder.

2. The portion of CR/TR (_____), to be utilized by Operator hereunder, is that exclusive portion beginning at _____ *(the intersection of CR/TR ending at the oil and gas development site)* wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (_____) for any of its Drilling Activities hereunder.

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

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

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

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **BLANKET BOND #019044749 for \$3,000,000.00 in place to cover designated roads and bridges (Joint venture between the County and XTO Energy, Inc in process for full bridge replacement)**. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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

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

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

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

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

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

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

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

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

16. This Agreement shall be in effect on April 15, 2015.

Authority

By: Ginny Favede /s/
Commissioner/Trustee

By: Matt Coffland /s/
Commissioner/Trustee

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

Operator

XTO ENERGY, INC.

By: Michael R. Johnson /s/

Printed name: Michael R. Johnson

Title: VP Production Operations Appalachia Division

Dated: 3/17/15

April 15, 2015

By: Fred F. Bennett /s/
County Engineer
Dated: 4-15-15
Approved as to Form:
David K. Liberati /s/ Assistant
County Prosecutor

Appendix A

Operator shall:

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

Authority shall:

- 3) 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).
- 4) 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 DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP FOR WATER TRANSFER ACTIVITY FROM THE KANZIGG TO REED WATER TRANSFER

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation effective April 15, 2015 for the purpose of ingress and egress for "Water Transfer Activity" at the following site:

1. 0.15 mile of CR 86, Pugh Ridge Road from the Kanzigg to Reed Water Transfer.

Note: No Bond needed per County Engineer Fred Bennett.

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 Gulfport Energy Corporation, whose address is 14313 North May Avenue, Suite 100, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Washington 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 Kanzigg to Reed Water Transfer including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Kanzigg to Reed Water Transfer (hereafter collectively referred to as "water transfer facility") located in Somerset Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.15 mile of CR 86, Pugh Ridge Road for the purpose of ingress to and egress from the Kanzigg to Reed Water Transfer for traffic necessary for the purpose of constructing temporary waterlines and pumping water at the Kanzigg to Reed Water Transfer (hereinafter referred to collectively as "Water Transfer 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 Water Transfer 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-Water Transfer Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Water Transfer 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 Water Transfer Activity, prior to the start of Water Transfer 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 86, Pugh Ridge Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 148 and going southwest for 0.15 to the intersection with TR 103, Crabapple Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 for any of its Water Transfer Activities hereunder.

2. ~~The portion of CR/TR (_____), to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR for any of its Drilling Activities hereunder.~~

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder ~~and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Water Transfer 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 Water Transfer Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.~~

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

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

6. Unless excepted for the reasons provided below, prior to the Water Transfer 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 .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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

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

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

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

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

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

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

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

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

16. This Agreement shall be in effect on April 15, 2015.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: Matt Coffland /s/

By: Doug Schrantz /s/

Commissioner

By: Mark A. Thomas /s/

Printed name: Doug Schrantz

Commissioner

By: Ginny Favede /s/

Company Name: Gulfport Energy Corporation

Commissioner

By: Fred F. Bennett /s/

Title: Director of Infrastructure

Fred Bennett, County Engineer

Dated: 4-15-15

Dated: 4-15-15

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

County Prosecutor

Appendix A

Operator shall:

The major portion of this road has been upgraded already by the operator. The rest of the road will be monitored for damage.

- 15) Provide for videotaping of the route prior to Water Transfer Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 16) ~~Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.~~
- 17) ~~Upgrade CR/TR in accordance with the attached plans and/or county standards.~~
- 18) Maintain CR 86 during water transfer Activities for those damages caused by Operator's Water Transfer Activities.
- 19) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Water Transfer Activities.

- 20) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 21) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 5) Provide for minor maintenance of the road during the Water Transfer 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).
- 6) Provide for maintenance of the roadway and bridges for damages not caused by the Water Transfer 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 ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENTS FOR PIPELINE CONSTRUCTION PROJECTS WITH TEXAS EASTERN TRANSMISSION, LP, FOR PIPELINE ACTIVITY AT VARIOUS SITES

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreements Pipeline Construction Project** with Texas Eastern Transmission, LP effective April 15, 2015 for the purpose of ingress and egress for "Pipeline Activity" at the following sites:

1. 1.65 mi. of CR 14, Farmington Road.
2. 0.52 mi. of CR 6, Sharon Road.
3. 1.57 mi. of CR 10, Blain-Barton Road.
4. 0.18 mi. of CR 28B, Banfield Road.
5. 1.89 mi. of CR 30, Dixon Hill Road.
6. 7.477 mi. of CR 48, Wegee Road.
7. 3.8 mi. of CR 54, Pipe Creek Road.
8. 2.82 mi. of CR 56, Mount Victory Road.
9. 0.33 mi. of CR 56, Cats Run Road.
10. 1.59 mi. of CR 4, Willow Grove Road.
11. 1.84 mi. of Cr 214, High Ridge Road

Note: County Wide Bond for \$2 million on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE CONSTRUCTION PROJECT

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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

WHEREAS, Operator intends to use approximately **1.65 miles of County Road 14 (CR 14, Farmington Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes 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. Those portions of the Designated Haul Routes 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.

2. 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.

3. 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.

4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
 - 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
12. 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.
13. Agreement shall be governed by the laws of the State of Ohio.
14. This Agreement shall be in effect as of the date of the last signature hereto. _____
Executed in duplicate on the dates set forth below.

Authority

Operator: Texas Eastern Transmission, LP
By: Spectra Energy Transmission Services, LLC
Its General Partner

By: *Matt Coffland /s/*

By: *Tina Faraea /s/*

Commissioner/Trustee

Printed name: Tina Faracea

By: *Mark A. Thomas /s/*

Commissioner/Trustee

Company Name: Spectra Energy Transmission Services

By: *Ginny Favede /s/*

Commissioner/Trustee

Title: Vice President

By: *Fred F. Bennett /s/*

County Engineer

Dated: April 8, 2015

Dated: 4-15-15

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

County Prosecutor

Appendix A

Operator shall:

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

Authority shall:

- 7) 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).
- 8) 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 CONSTRUCTION PROJECT

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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

WHEREAS, Operator intends to use approximately **0.52 miles of County Road 6 (CR 6, Sharon Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes 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. Those portions of the Designated Haul Routes 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.

2. 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.

3. 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.

4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
- 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

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

12. 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.

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

14. This Agreement shall be in effect as of the date of the last signature hereto. _____

Executed in duplicate on the dates set forth below.

SIGNATURES AND APPENDIX SAME AS FIRST RUMA ABOVE.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE CONSTRUCTION PROJECT

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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

WHEREAS, Operator intends to use approximately **1.57 miles of County Road 10 (CR 10, Blain-Barton Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes 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. Those portions of the Designated Haul Routes 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.
2. 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.
3. 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.
4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
 - 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
12. 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.
13. Agreement shall be governed by the laws of the State of Ohio.

14. This Agreement shall be in effect as of the date of the last signature hereto. _____
Executed in duplicate on the dates set forth below.

SIGNATURES AND APPENDIX SAME AS FIRST RUMA ABOVE.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE CONSTRUCTION PROJECT

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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township 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 developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

WHEREAS, Operator intends to use approximately **0.18 miles of County Road 28B (CR 28B, Banfield Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes 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. Those portions of the Designated Haul Routes 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.
2. 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.
3. 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.
4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
 - 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

12. 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.

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

14. This Agreement shall be in effect as of the date of the last signature hereto. _____
Executed in duplicate on the dates set forth below.

SIGNATURES AND APPENDIX SAME AS FIRST RUMA ABOVE.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE CONSTRUCTION PROJECT

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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

WHEREAS, Operator intends to use approximately **1.89 miles of County Road 30 (CR 30, Dixon Hill Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes 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. Those portions of the Designated Haul Routes 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.

2. 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.

3. 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.

4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
- 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

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

12. 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.

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

14. This Agreement shall be in effect as of the date of the last signature hereto. _____

Executed in duplicate on the dates set forth below.

SIGNATURES AND APPENDIX SAME AS FIRST RUMA ABOVE.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE CONSTRUCTION PROJECT

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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

WHEREAS, Operator intends to use approximately **7.477 miles of County Road 48 (CR 48, Wegee Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes 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. Those portions of the Designated Haul Routes 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.

2. 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.

3. 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.

4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
- 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

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

12. 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.

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

14. This Agreement shall be in effect as of the date of the last signature hereto. _____

Executed in duplicate on the dates set forth below.

SIGNATURES AND APPENDIX SAME AS FIRST RUMA ABOVE.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE CONSTRUCTION PROJECT

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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

WHEREAS, Operator intends to use approximately **3.8 miles of County Road 54 (CR 54, Pipe Creek Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes 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. Those portions of the Designated Haul Routes 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.

2. 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.

3. 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.

4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
- 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

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

12. 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.

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

14. This Agreement shall be in effect as of the date of the last signature hereto. _____

Executed in duplicate on the dates set forth below.

SIGNATURES AND APPENDIX SAME AS FIRST RUMA ABOVE.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE CONSTRUCTION PROJECT

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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

WHEREAS, Operator intends to use approximately **2.82 miles of County Road 56 (CR 56, Mount Victory Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes 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. Those portions of the Designated Haul Routes 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.

2. 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.

3. 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.

4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
- 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

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

12. 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.

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

14. This Agreement shall be in effect as of the date of the last signature hereto. _____

Executed in duplicate on the dates set forth below.

SIGNATURES AND APPENDIX SAME AS FIRST RUMA ABOVE.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE CONSTRUCTION PROJECT

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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

WHEREAS, Operator intends to use approximately **0.33 miles of County Road 56 (CR 56, Cats Run Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes 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. Those portions of the Designated Haul Routes 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.

2. 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.

3. 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.

4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
- 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.

5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
12. 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.
13. Agreement shall be governed by the laws of the State of Ohio.
14. This Agreement shall be in effect as of the date of the last signature hereto. _____
Executed in duplicate on the dates set forth below.

SIGNATURES AND APPENDIX SAME AS FIRST RUMA ABOVE.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE CONSTRUCTION PROJECT**

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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

WHEREAS, Operator intends to use approximately **1.59 miles of County Road 4 (CR 4, Willow Grove Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes 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. Those portions of the Designated Haul Routes 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.
2. 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.
3. 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.
4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
 - 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
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11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
12. 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.
13. Agreement shall be governed by the laws of the State of Ohio.
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Executed in duplicate on the dates set forth below.

SIGNATURES AND APPENDIX SAME AS FIRST RUMA ABOVE.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE CONSTRUCTION PROJECT

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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

WHEREAS, Operator intends to use approximately **1.84 miles of County Road 214 (CR 214, High Ridge Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, 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 Designated Haul Routes 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. Those portions of the Designated Haul Routes 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.
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4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul 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 Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.

- 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.
5. 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.
 6. 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.
 7. 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.
 8. 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.
 9. 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.
 10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
 11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
 12. 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.
 13. Agreement shall be governed by the laws of the State of Ohio.
 14. This Agreement shall be in effect as of the date of the last signature hereto. _____

Executed in duplicate on the dates set forth below.

SIGNATURES AND APPENDIX SAME AS FIRST RUMA ABOVE.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF MS. SHIRLEY JO CASE AS THE FULL-TIME SENIOR CENTERS AND HOME HEALTH SERVICES PROGRAM COORDINATOR / SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Ms. Shirley Jo Case as the full-time Senior Centers and Home Health Services Program Coordinator for Senior Services of Belmont County at a base salary of \$32,000 per year beginning pay period starting April 19, 2015, based upon the recommendation of Gary Armitage, Executive Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL AND ASSOCIATED STATEMENT OF WORK FROM SCI-INTEGRATED TO UPGRADE THE CURRENT FTR DIGITAL RECORDING SYSTEM/BELMONT CO. JAIL

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept proposal number MYUTQ1422 and associated Statement of Work from SCI-Integrated (a division of Sound Communications, Inc.) in the amount of \$16,182.36 for all labor and equipment necessary to upgrade the current FTR digital recording system at the Belmont County Jail.

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 JD&E, INC., TO REPAIR THE SALLY PORT DOOR/BELMONT CO. JAIL

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal dated April 13, 2015 from Jarvis, Downing & Emch, Inc., in the amount of \$2,795.00 for all labor and materials necessary to repair the Sally Port Door at the Belmont County Jail.

JD & E	Jarvis, Downing & Emch, Inc.
WV 000999	200 G. C. & P. Road
CONTRACTORS & ENGINEERS	P.O. Box 6253 ♦ Wheeling, WV 26003
www.jde-inc.com	Phone (304) 232-5000 ♦ Fax (304) 232-0619
	April 13, 2015

Belmont County Commissioners
101 West Main Street
St. Clairsville, OH 43950
ATTENTION: Ms. Barbara Blake
VIA: barb.blake@co.belmont.oh.us
RE: **Repair Sally Port Door at Belmont County Jail**

Dear Ms. Blake:
JD&E is pleased to provide pricing to repair the sally port door at the Belmont County Jail. Our proposed scope of work is as follows:

1. Remove door from frame and transport to shop.
2. Prep door and install 16"x3/16" plate at bottom of interior and exterior, prime and reinstall.
3. Cut and remove bottom +/-6" of door frame and replace with new break metal, weld into place, puddy, sand and apply primer.
4. Apply two coats of paint to door and frame.
5. All work to be completed in one day.

All for the Lump Sum of:
TWO THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS
~\$2,795.00~

April 15, 2015

Thank you for the opportunity to quote this work. Should you have any questions, please do not hesitate to contact me at this office at Extension 118 or at (304) 670-5656.

Very truly yours,
JARVIS, DOWNING & EMCH, INC.
Jason Costello/s/
Jason Costello
Project Manager

/gs

Acceptance

DATE APPROVED 04/15/15

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A 36 MONTH
PROFESSIONAL CONSULTING SERVICES AGREEMENT
WITH MAXIMUS, INC./COMMISSIONERS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a 36-month Professional Consulting Services Agreement with Maximus, Inc., for the development of the annual central services cost allocation plan based upon Belmont County's year-end financial data for 2014, 2015 and 2016, at a cost of \$8,000.00 per year.

Note: The Commissioners are permitted to seek reimbursement for those costs identified in the cost allocation plan as associated with administering Federal programs.

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this 15th day of April, 2015, by and between **MAXIMUS Consulting Services, Inc.**, ("Consultant"), and the **Belmont County Ohio Board of Commissioners**, ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

- 1. Scope of Services.** Consultant shall perform in a professional manner the services detailed in Exhibit A.
- 2. Term.** This Agreement shall commence on the Effective Date and shall remain in effect until (a) thirty-six (36) months thereafter, (b) completion of, and payment in full for, the Services specified in Exhibit A, or (c) termination in accordance with Section 4, whichever occurs first. Should the Services not be completed at the conclusion of the thirty-six month term, and this Agreement has not been terminated pursuant to Section 4, the parties may agree to extend the agreement for a specified period of time pursuant to an amendment signed by both parties.
- 3. Compensation.** Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- 4. Termination.**
 - a) Termination for Cause.** Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.
 - b) Termination for Convenience.** Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
 - c) Rights Upon Termination.** Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement.
- 5. Services and Materials to be Furnished by Client.** Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
- 6. Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted such access.
- 7. Copyright for Consultant's Proprietary Software.** To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables prepared by Consultant for Client included in the Services are specifically set out in Exhibit A.
- 8. Insurance.** Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- 9. Indemnification.** To the extent allowed by law, each party (an "Indemnifying Party") shall defend, indemnify and hold harmless the other party (an Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liability and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, consultants, or agents or any third party.
- 10. Limitation of Liability.** Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amounts actually paid to Consultant during the contract year in which the claim arose.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in the Agreement.
- 11. Consultant Liability if Audited.** The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

12. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Belmont County Board of Commissioners
101 W. Main Street, Courthouse
St. Clairsville, Ohio 43950
(740) 699-2150

barbara.blake@co.belmont.oh.us

Robert J. Fink, State Director/Manager
MAXIMUS Consulting Services, Inc.

7523 Fredle Drive
Concord Twp., Ohio 44077
(800) 543-0288 – Toll Free

robertfink@maximus.com

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

13. Changes. The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

14. Miscellaneous.

a. If Consultant is requested or authorized by Client, or is required by government regulation, a regulatory agency, subpoena, or other legal process, to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, Client will reimburse Consultant without limitation for all Consultant time and expenses, including, but not limited to attorney's fees, court costs and travel expenses, incurred in responding to such requests whether incurred by Consultant employees, consultants, contractors or agents. The foregoing does not diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Description of Services contained in Exhibit A.

b. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.

c. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.

d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

g. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other course which is beyond the reasonable control of such party.

h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

i. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date written below.

Date: 0415/15

Attest: Jayne Long /s/

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

MAXIMUS Consulting Services, Inc.

By: Adam Polatnick /s/

Name: Adam Polatnick

Title: Vice President

Date: 4/24/15

EXHIBIT A
Term and Scope of Services
Belmont County, Ohio

Description of Services:

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein.

Consultant shall provide the Services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Consultant reserves the right to subcontract for Services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

Scope of Services:

1. Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc. The plan will be based upon the County's year-end financial data for the year 2014, 2015 and 2016 and will be the basis for the recoveries to be claimed for calendar year 2016, 2017 and 2018.
2. Negotiations of the completed cost allocation plan with the representatives of DHHS and/or the State if required. The Consultant is responsible for the conduct of negotiations and securing approval of the plan as filed or as negotiated, where applicable, on the County's behalf.
3. Assistance in preparing the County's claims to the State for recovery of funds due the County, as it pertains to the information contained in the cost allocation plan.

EXHIBIT B
Compensation
Belmont County, Ohio

For services provided as set forth in Exhibit A, Client agrees to pay Consultant total payments for the three year period that **will not exceed** \$24,000.00 (Twenty-four Thousand Dollars) for all services required herein. Consultant agrees to complete the project and all services provided herein for said sum. The County agrees to pay the Consultant the sum of \$8,000 for all services required herein to

prepare the 2014 plan. Further, the County agrees to pay the Consultant the sum of \$8,000 per year for all services required herein to prepare the 2015 and the year 2016 plans. Consultant agrees to complete the project and all services provided herein for said sum.

In the event that the County does not appropriate or have funds available for the scope of work to be conducted in fiscal years 2016 and 2017, this contract will be considered terminated.

The Consultant will invoice the amount due upon delivery of the report.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due by thirty (30) days after the invoice date.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – William Dorsch stated he represented the seniors in Lansing and would like to meet with Mr. Armitage of Senior Services. He said he hasn't been contacted yet. Mr. Thomas said this has been discussed and Mr. Dorsch is on Mr. Armitage's schedule. He said Mr. Armitage will be in touch.

**IN THE MATTER OF QUARTERLY TOURISM REPORT
FOR JANUARY, FEBRUARY AND MARCH, 2015**

Doc Householder, Tourism Executive Director, provided his report covering the period of January, February and March, 2015. The 2015 brochures were sent out to various companies to be distributed. Brochures were also distributed throughout Belmont County and the Wheeling area. Marketing firms are being interviewed to help promote tourism in Belmont County. The Grand Opening of the Sheriff's Residence Museum was held on April 2nd. Former Sheriffs Stobbs, McCort and Thompson were in attendance along with Sheriff Lucas.

9:45 Agenda Item: Dennis Schwallie, Bond Counsel, Peck, Shaffer & Williams, a Division of Dinsmore & Shohl, LLP

Re: Amending Resolution for Various Improvement and Refunding Bond Anticipation Notes, Series 2015

Mr. Schwallie explained the board has before them a resolution to increase the principal amount of the notes they authorized last week to make those four marketable plus premium. The savings are still there and the interest rate is still 1.5% for one year. They are refunding the 2006 bonds and also borrowing \$225,000 for the Engineer's needs. Mr. Coffland noted the significant savings on the interest.

**IN THE MATTER OF RESOLUTION AMENDING RESOLUTIONS
ADOPTED APRIL 8, 2015 AUTHORIZING THE ISSUANCE OF NOTES
TO REFUND THE COUNTY'S VARIOUS PURPOSE BONDS, SERIES 2006
DATED AS OF MARCH 15, 2006 AS PART OF A CONSOLIDATED NOTE ISSUE**

ENTERED IN COMMISSIONERS' JOURNAL

NO. 96, PAGE NO. _____

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on April 15, 2015, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Thomas Mrs. Favede Mr. Coffland

Absent: _____

There was presented to the Board a Revised Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

**RESOLUTION AMENDING RESOLUTIONS ADOPTED APRIL 8, 2015 AUTHORIZING THE
ISSUANCE OF NOTES TO REFUND THE COUNTY'S VARIOUS PURPOSE BONDS, SERIES 2006
DATED AS OF MARCH 15, 2006 AS PART OF A CONSOLIDATED NOTE ISSUE.**

WHEREAS, this Board of County Commissioners adopted resolutions on April 8, 2015 (the "Prior Resolutions") authorizing the issuance of not to exceed \$3,954,000 of general obligation bond anticipation notes (the "Refunding Notes") to advance refund Various Purpose Bonds, Series 2006 of this County dated as of March 15, 2006 as part of a various purpose bond anticipation note issue of this County (the "Consolidated Notes");

WHEREAS, this Board of County Commissioners has been advised by Fifth Third Securities, Inc., the underwriter of the Consolidated Notes (the "Underwriter"), that it is in the County's interest to increase the maximum principal amount of the Refunding Notes to \$4,087,000 in order to facilitate the marketing of the Consolidated Notes and thereby, enable the County to realize interest cost savings;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That the maximum principal amount of the Refunding Notes is hereby increased to \$4,087,000, and the Prior Resolutions and the terms of the Consolidated Notes are hereby amended to reflect such change in the maximum principal amount of the Refunding Notes.

SECTION 2. That for the reason set forth in the preamble hereto, it is hereby determined that the amendments authorized by this resolution are in the best interests of the County, its citizens and taxpayers.

SECTION 3. That in all other respects, the Prior Resolutions, and the actions of the members of this Board of County Commissioners and the County Auditor in accepting the Underwriter's offer to purchase the Consolidated Notes in accordance with the Underwriter's proposal dated April 8, 2015, are hereby approved, ratified and confirmed.

SECTION 4. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 5. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Mr. Thomas Yes

BREAK

12:00 RECONVENED WITH ALL COMMISSIONERS PRESENT.

**IN THE MATTER OF THE CEREMONIAL SIGNING OF
THE PROJECT LABOR AGREEMENT FOR THE NEW
SENIOR SERVICES OF BELMONT COUNTY COMMUNITY BUILDING**

Mr. Coffland thanked all the trades that were present for the signing of the Project Labor Agreement with the trades to build the new Senior Services building. A \$5.5 million building has been designed to consist of a new kitchen facility, administrative offices and a multi-purpose room. He is looking forward to working with all the trades. Mrs. Favade thanked all for being here and noted the premise of having them here is because we are making this a Project Best project. It will be built according to the Project Labor Agreement that everyone is here to sign today.

Joe Miller of Project Best thanked the board and stated appreciation all they have done to help assure that our local tradesmen will have the most opportunity to work on this project. He believes we need more elected officials who take this into consideration when they do a project to make sure that the local construction workforce gets a chance to do the work. He said they pay taxes here, raise their families here and send their children to school here. Mr. Thomas said the Board has been working on this project for six months and meeting weekly with the architects. He said the goal is to approve bids on or about mid-July. He said he is happy all are here and feels this will be a great project for our seniors and the SSOBC staff.

Mr. Coffland noted this is the 3rd Project Best project for this commission.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:42 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 12:42 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of April, 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