

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. Thomas 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-Erb Electric | Service-new UPS-Public Defender/General Fund | 142.50 |
| A-Speedway Super America | Gasoline-Adult Probation/General Fund | 93.36 |
| B-Crossroads Counseling | Court-ordered counseling/Indigent Drivers Alcohol Fund | 899.68 |
| D-Cross Roads Construction | Engineer Proj. 14-5 Bridge Replacement/Road & Bridges Fund | 11,760.00 |
| S-AT&T | Internet/Northern Ct. Gen. Special Projects Fund | 20.30 |
| S-AT&T | Monthly charge/Eastern Ct. Gen. Special Projects Fund | 20.30 |
| S-Ohio Valley Printing Company | Envelopes/Clerk of Courts Computer Fund | 237.55 |
| S-Western Division Court | Monthly bank fee/Western Ct. General Special Projects Fund | 146.89 |
| W-Matthew Bender & Co. | Books/Law Library Fund | 255.96 |
| Y-Belmont County Recorder | June lien releases/Tax Certificate Admin Fund | 96.00 |

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

Motion made by Mrs. Favede, seconded by Mr. Thomas to approve the Recapitulation of Vouchers dated for June 24, 2015 as follow:

| FUND | AMOUNT |
|---------------------------------------|--|
| A-GENERAL | \$258,635.16 |
| A-GENERAL/AUDITOR | \$43,402.11 |
| A-GENERAL/EMA | \$640.69 |
| A-GENERAL/ENGINEER | \$267.01 |
| A-GENERAL/PROBATE | \$2,896.19 |
| A-GENERAL/SHERIFF | \$13,962.07 |
| A-GENERAL/911 | \$1,851.09 |
| B-Dog Kennel | \$12,971.60 |
| C-Indigent Guardianship Fund | \$300.00 |
| E-911 | \$8,712.75 |
| H-Job & Family, Family Children First | \$1,060.90 |
| H-Job & Family, Public Assistance | \$16.34; \$7,778.96; \$22,416.56 |
| H-Job & Family, WIA | \$6,953.00 |
| H-Job & Family, WIA Area 16 | \$3,500.00; \$267,385.92 |
| J-Real Estate Assessment | \$1,672.85 |
| K-Engineer MVGT | \$51,162.75 |
| M-Juvenile Ct. – Title IV-E Reimb. | \$1,628.48 |
| N-Capital Projects-Senior Centers | \$1,275.00 |
| N-Fairgrounds Sewer Project | \$133,025.52 |
| N-Sanitary Sewer District Water Tanks | \$5,500.00 |
| P-Oakview Administration Bldg. | \$285.48 |
| P-Sanitary Sewer District | \$3,499.75; \$66,053.28; \$2,051.11; \$10,161.45; \$364.53; \$126.82 |
| S-Certificate of Title Admn Fund | \$1,089.33 |
| S-District Detention Home | \$5,114.59 |
| S-Job & Family, Children Services | \$583.94; \$4,064.17 |
| S-Juvenile Ct. Computer Expenses | \$171.80 |
| S-Juvenile Ct. Gen. Special Projects | \$413.70 |
| S-Oakview Juvenile Residential Center | \$2,366.47; \$179.14 |
| S-Western Div. Court Computer Fund | \$352.22 |
| S-Port Authority | \$2,393.62 |
| S-Senior Services | \$30,041.98 |
| S-Sheriff Commissary | \$1,418.00 |
| T-Sanitary Sewer District | \$245.99 |
| W-CEBCO Wellness Grant | \$249.75 |
| Y-CEBCO Hospitalization Insurance | \$459,195.77 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

| FROM | TO | AMOUNT |
|------------------------------------|------------------------------|------------|
| E-0111-A001-E11.000 Other Expenses | E-0111-A001-E04.010 Supplies | \$6,000.00 |

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND

| FROM | TO | AMOUNT |
|------------------------------|-------------------------------------|----------|
| E-1520-S077-S01.002 Salaries | E-1520-S077-S03.003 PERS | \$893.02 |
| E-1520-S077-S01.002 Salaries | E-1520-S077-S04.006 Hospitalization | \$932.20 |
| E-1520-S077-S02.005 Medicare | E-1520-S077-S04.006 Hospitalization | \$28.09 |

BCSSD VARIOUS FUNDS

| FROM | TO | AMOUNT |
|-------------------------------------|------------------------------|------------|
| E-3704-P051-P09.000 Sewage Disposal | E-3704-P051-P01.002 Salaries | \$4,000.00 |
| E-3706-P055-P05.000 Materials | E-3706-P055-P01.002 Salaries | \$600.00 |

Upon roll call the vote was as follows:

June 24, 2015

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

P05 WWS #3 REVENUE FUND AND OTHER VARIOUS FUNDS/BCSSD

| FROM | TO | AMOUNT |
|----------------------------------|----------------------------------|---------------|
| E-3702-P005-P34.074 Transfer Out | R-9252-O052-O10.574 Transfers In | \$20,365.20 |
| E-3702-P005-P34.074 Transfer Out | R-9251-O051-O10.574 Transfers In | \$59,022.20 |
| E-3702-P005-P34.074 Transfer Out | R-9206-O006-O08.574 Transfers In | \$39,044.20 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR

THE VISION INSURANCE CHARGEBACKS

FOR THE MONTHS OF JUNE AND JULY, 2015

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following transfer of funds for the Vision Insurance Chargebacks for the months of June and July, 2015.

| FROM | TO | AMOUNT |
|--|---------------------|---------------|
| E-0256-A014-A11.006 GENERAL | R-9891-Y091-Y06.500 | 4,743.72 |
| E-0170-A006-G11.000 PUBLIC DEFENDER | R-9891-Y091-Y06.500 | 135.00 |
| E-0181-A003-A11.000 BD. OF ELECTIONS | R-9891-Y091-Y06.500 | 145.26 |
| E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP | R-9891-Y091-Y06.500 | 0.00 |
| E-1815-L005-L15.006 WATERSHED COORD. | R-9891-Y091-Y06.500 | 12.06 |
| E-0400-M067-M05.008 ALTERNATIVE SCHOOL | R-9891-Y091-Y06.500 | 27.72 |
| E-0400-M060-M75.008 CARE & CUSTODY Sub Abu | R-9891-Y091-Y06.500 | 19.89 |
| E-0400-M060-M29.008 CARE & CUSTODY CCAP | R-9891-Y091-Y06.500 | 69.30 |
| E-0400-M078-M02.008 RANDOM MOMENTS | R-9891-Y091-Y06.500 | 19.89 |
| E-0910-S033-S47.006 DIST. DET. HOME | R-9891-Y091-Y06.500 | 468.90 |
| E-1210-S078-S14.006 RECORDER | R-9891-Y091-Y06.500 | 0.00 |
| E-1310-J000-J06.000 REAL ESTATE ASSES. | R-9891-Y091-Y06.500 | 81.99 |
| E-1410-W082-T07.006 DRETAC-TREAS. | R-9891-Y091-Y06.500 | 27.72 |
| E-5005-S070-S06.006 SEN. SERV PROGRAM | R-9891-Y091-Y06.500 | 101.25 |
| E-1520-S077-S04.006 CORRECTIONS ACT GRANT | R-9891-Y091-Y06.500 | 27.72 |
| E-1511-W080-P07.006 PROS. VICTIM | R-9891-Y091-Y06.500 | 27.72 |
| E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED | R-9891-Y091-Y06.500 | 0.00 |
| E-1551-S088-S03.006 WESTERN SPEC PROJECTS | R-9891-Y091-Y06.500 | 27.72 |
| E-1561-S086-S03.006 NORTHERN SPEC PROJECTS | R-9891-Y091-Y06.500 | 13.86 |
| E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS | R-9891-Y091-Y06.500 | 13.86 |
| E-1600-B000-B13-006 DOG & KENNEL | R-9891-Y091-Y06.500 | 153.72 |
| E-1573-S074-S05.006 MEDIATION GRANT | R-9891-Y091-Y06.500 | 0.00 |
| E-1810-L001-L14.000 SOIL CONSERVATION | R-9891-Y091-Y06.500 | 55.44 |
| E-2223-T077-T01.002 IAP | R-9891-Y091-Y06.500 | 0.00 |
| E-2230-F082-F01.002 PREP | R-9891-Y091-Y06.500 | 6.00 |
| E-2215-F077-F01.002 REPROD. HEALTH & WELL | R-9891-Y091-Y06.500 | 39.00 |
| E-2216-F078-F02.002 TOBACCO | R-9891-Y091-Y06.500 | 0.00 |
| E-2228-F080-F01.002 HEALTH HOMES | R-9891-Y091-Y06.500 | 0.00 |
| E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP | R-9891-Y091-Y06.500 | 9.00 |
| E-2232-F084-F02.008 NURSING FUND | R-9891-Y091-Y06.500 | 24.00 |
| E-2227-F074-F06.000 Home Sewage Treatment Sys | R-9891-Y091-Y06.500 | 26.00 |
| E-2213-F075-F02.003 Vital Statistics | R-9891-Y091-Y06.500 | 14.00 |
| E-2218-G000-G06.003 Food Service | R-9891-Y091-Y06.500 | 68.00 |
| E-2211-F069-F04.000 Trailer Park | R-9891-Y091-Y06.500 | 0.00 |

June 24, 2015

| | | |
|---|---------------------|-----------------|
| E-2210-E001-E15.006 COUNTY HEALTH | R-9891-Y091-Y06.500 | 103.26 |
| E-2310-S049-S63.000 MENTAL HEALTH | R-9891-Y091-Y06.500 | 110.88 |
| E-2510-H000-H16.006 HUMAN SERVICES | R-9891-Y091-Y06.500 | 316.98 |
| E-2760-H010-H12.006 CHILD SUPPORT | R-9891-Y091-Y06.500 | 55.44 |
| E-2811-K200-K10.006 MVGT K-1 | R-9891-Y091-Y06.500 | 27.72 |
| E-2811-K200-K10.006 MVGT K-2 | R-9891-Y091-Y06.500 | 79.56 |
| E-2812-K000-K20.006 MVGT K-11 | R-9891-Y091-Y06.500 | 496.62 |
| E-2813-K000-K39.006 MVGT K-25 | R-9891-Y091-Y06.500 | 178.38 |
| E-3701-P003-P31.000 WWS #2 WATER/SEWER | R-9891-Y091-Y06.500 | 103.46 |
| E-3702-P005-P31.000 WWS #3 WATER/SEWER | R-9891-Y091-Y06.500 | 360.27 |
| E-3704-P051-P15.000 SSD #1 WATER/SEWER | R-9891-Y091-Y06.500 | 84.16 |
| E-3705-P053-P15.000 SSD #2 WATER/SEWER | R-9891-Y091-Y06.500 | 87.62 |
| E-3706-P055-P15.000 SSD #3A WATER/SEWER | R-9891-Y091-Y06.500 | 14.20 |
| E-3707-P056-P15.000 SSD #3B WATER/SEWER | R-9891-Y091-Y06.500 | 5.40 |
| E-4110-T075-T52.008 WIC | R-9891-Y091-Y06.500 | 110.88 |
| E-6010-S079-S07.006 CLERK CRTS. TITLE | R-9891-Y091-Y06.500 | 119.34 |
| E-8010-S030-S68.006 OAKVIEW JUVENILE | R-9891-Y091-Y06.500 | 315.81 |
| E-1510-W081.P07.006 PROSECUTOR DRETAC | R-9891-Y091-Y06.500 | 0.00 |
| E-1518-S075-S03.002 MHAS SUBSIDY GRANT | R-9891-Y091-Y06.500 | 27.72 |
| E-9799-S012-S02.006 PORT AUTHORITY | R-9891-Y091-Y06.500 | <u>0.00</u> |
| TOTAL | | 8,956.44 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |
| Mrs. Favede | Yes |

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF JUNE AND JULY, 2015**

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following transfer of funds for the Delta Dental Chargebacks for the months of June and July, 2015.

| FROM | TO | AMOUNT |
|---|---------------------|---------------|
| E-0256-A014-A12.006 GENERAL | R-9891-Y091-Y07.500 | 17,090.12 |
| E-0170-A006-G11.000 PUBLIC DEFENDER | R-9891-Y091-Y07.500 | 486.92 |
| E-0181-A003-A11.000 BD. OF ELECTIONS | R-9891-Y091-Y07.500 | 510.88 |
| E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse | R-9891-Y091-Y07.500 | 70.29 |
| E-0400-M060-M29.008 CARE & CUSTODY CCAP | R-9891-Y091-Y07.500 | 257.20 |
| E-0400-M067-M05.008 ALTERNATIVE SCHOOL | R-9891-Y091-Y07.500 | 102.88 |
| E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS | R-9891-Y091-Y07.500 | 70.29 |
| E-2230-F082-F01.002 PREP | R-9891-Y091-Y07.500 | 21.00 |
| E-2216-F078-F02.002 TOBACCO | R-9891-Y091-Y07.500 | 0.00 |
| E-2228-F080-F01.002 HEALTH HOMES | R-9891-Y091-Y07.500 | 0.00 |
| E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP. | R-9891-Y091-Y07.500 | 21.00 |
| E-2223-T077-T01.002 IAP | R-9891-Y091-Y07.500 | 0.00 |
| E-2215-F077-F01.002 REPROD HEALTH & WELL | R-9891-Y091-Y07.500 | 144.00 |
| E-2227-F074-F06.000 Home Sewage Treatment Sys | R-9891-Y091-Y07.500 | 98.00 |
| E-2213-F075-F02.003 Vital Statistics | R-9891-Y091-Y07.500 | 51.00 |
| E-2232-F084-F02.008 Nursing Fund | R-9891-Y091-Y07.500 | 32.00 |
| E-2210-E001-E15.006 COUNTY HEALTH | R-9891-Y091-Y07.500 | 391.32 |
| E-2218-G000-G06.003 Food Service | R-9891-Y091-Y07.500 | 243.00 |

June 24, 2015

| | | |
|---|---------------------|------------------|
| E-2211-F069-F04.000 Trailer Park | R-9891-Y091-Y07.500 | 0.00 |
| E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP | R-9891-Y091-Y07.500 | 0.00 |
| E-0910-S033-S47.006 DIST. DET. HOME | R-9891-Y091-Y07.500 | 1,676.74 |
| E-1210-S078-S14.006 RECORDER | R-9891-Y091-Y07.500 | 0.00 |
| E-1310-J000-J06.000 REAL ESTATE ASSES. | R-9891-Y091-Y07.500 | 323.97 |
| E-1410-W082-T07.006 DRETAC-TREAS. | R-9891-Y091-Y07.500 | 102.88 |
| E-1520-S077-S04.006 CORRECTIONS ACT GRANT | R-9891-Y091-Y07.500 | 102.88 |
| E-1511-W080-P07.006 PROS. VICTIM | R-9891-Y091-Y07.500 | 102.88 |
| E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED | R-9891-Y091-Y07.500 | 0.00 |
| E-1551-S088-S03.006 WESTERN SPEC PROJECTS | R-9891-Y091-Y07.500 | 102.88 |
| E-1561-S086-S03.006 NORTHERN SPEC PROJECTS | R-9891-Y091-Y07.500 | 51.44 |
| E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS | R-9891-Y091-Y07.500 | 51.44 |
| E-1600-B000-B13.006 DOG & KENNEL | R-9891-Y091-Y07.500 | 497.14 |
| E-1573-S074-S05.006 MEDIATION GRANT | R-9891-Y091-Y07.500 | 0.00 |
| E-1810-L001-L14.000 SOIL CONSERVATION | R-9891-Y091-Y07.500 | 205.76 |
| E-1815-L005-L15.006 WATERSHED COORD. | R-9891-Y091-Y07.500 | 37.70 |
| E-2310-S049-S63.000 MENTAL HEALTH | R-9891-Y091-Y07.500 | 411.52 |
| E-2510-H000-H16.006 HUMAN SERVICES | R-9891-Y091-Y07.500 | 1,169.38 |
| E-2760-H010-H12.006 CHILD SUPPORT | R-9891-Y091-Y07.500 | 205.76 |
| E-2811-K200-K10.006 MVGT K-1 | R-9891-Y091-Y07.500 | 102.88 |
| E-2811-K200-K10.006 MVGT K-2 | R-9891-Y091-Y07.500 | 281.16 |
| E-2812-K000-K20.006 MVGT K-11 | R-9891-Y091-Y07.500 | 140.58 |
| E-2813-K000-K39.006 MVGT K-25 | R-9891-Y091-Y07.500 | 102.88 |
| E-3701-P003-P31.000 WWS #2 WATER/SEWER | R-9891-Y091-Y07.500 | 377.86 |
| E-3702-P005-P31.000 WWS #3 WATER/SEWER | R-9891-Y091-Y07.500 | 1,312.15 |
| E-3704-P051-P15.000 SSD #1 WATER/SEWER | R-9891-Y091-Y07.500 | 252.62 |
| E-3705-P053-P15.000 SSD #2 WATER/SEWER | R-9891-Y091-Y07.500 | 363.38 |
| E-3706-P055-P15.000 SSD #3A WATER/SEWER | R-9891-Y091-Y07.500 | 42.38 |
| E-3707-P056-P15.000 SSD #3B WATER/SEWER | R-9891-Y091-Y07.500 | 15.92 |
| E-4110-T075-T52.008 WIC | R-9891-Y091-Y07.500 | 411.52 |
| E-5005-S070-S06.006 SENIOR SERV. PROGRAM | R-9891-Y091-Y07.500 | 365.19 |
| E-6010-S079-S07.006 CLERK CRTS. TITLE | R-9891-Y091-Y07.500 | 421.74 |
| E-8010-S030-S68.006 OAKVIEW JUVENILE | R-9891-Y091-Y07.500 | 1,133.27 |
| E-1510-W081.P07.006 PROSECUTOR DRETAC | R-9891-Y091-Y07.500 | 0.00 |
| E-9799-S012-S02.006 PORT AUTHORITY | R-9891-Y091-Y07.500 | 0.00 |
| E-1518-S075-S03.002 MHAS SUBSIDY GRANT | R-9891-Y091-Y07.500 | <u>102.88</u> |
| TOTAL | | 30,058.68 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

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

B00 BELMONT COUNTY DOG AND KENNEL FUND

| | | |
|---------------------|----------------------|--------------|
| E-1600-B000-B02.002 | Salaries | \$148,000.00 |
| E-1600-B000-B07.000 | Veterinary Services | \$9,500.00 |
| E-1600-B000-B08.003 | PERS | \$10,000.00 |
| E-1600-B000-B10.005 | Medicare | \$2,500.00 |
| E-1600-B000-B13.006 | Hospitalization Ins. | \$25,000.00 |

N29 CAPITAL PROJECTS-FACILITIES FUND

| | | |
|--|-------------------------------|-------------|
| E-9029-N029-N01.055 | Courthouse Parking Lot Repair | \$8,750.00 |
| <i>Needed for repairs to the catch basin at the bottom of the courthouse parking lot//Kenco Const.</i> | | |
| E-9029-N029-N04.055 | Other Expenses | \$24,415.00 |

June 24, 2015

For external security cameras, etc. at MF Bldg./Erb Electric - \$6,270.00

For work to be done to the HVAC system at the Jail—

Panhandle Cleaning 6,480.00

Limbach Controls 11,665.00

To replace sewer line at DJFS/Fox-Shannon Bldg - \$6,120.00

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

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

E-1511-W080-P05.003 PERS \$ 200.00

****JUNE 24, 2015****

GENERAL FUND

E-0131-A006-A17.012 Cruiser Repairs \$100.00

E10 9-1-1 FUND

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

E11 9-1-1 WIRELESS FUND

E-2200-E011-E01.011 Contract Services \$10,611.88

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

E-2600-H005-H09.000 Other Expenses \$2,614.46

JUVENILE DIVISION COURT/VARIOUS

E-0400-M060-M71.002 Salary Substance Abuse \$937.73

E-0400-M067-M01.002 Salaries \$431.62

N41 ISSUE TWO FUND/AUDITORS

E-9041-N041-N10.055 Project Payments \$191,557.41

N43 ENGINEER ODOT GRANT PROJECTS/AUDITORS

E-9043-N043-N03.000 ODOT PID #86170 \$1,041.05

OAKVIEW JUVENILE REHABILITATION FUND/VARIOUS FUNDS

E-8007-S027-S06.000 Food (Meal Tickets) \$15.00

E-8010-S030-S55.010 Supplies \$13,999.01

E-8010-S030-S60.000 Maintenance & Repair \$7,062.78

E-8010-S030-S63.000 General \$39,617.21

E-8010-S030-S65.000 Indirect Costs \$22,415.00

S75 MHAS SUBSIDY GRANT FUND

E-1518-S075-S03.002 Salary/Fringes \$8,174.00

T11 BELMONT CO. CDBG CHIP GRANT FUND

E-9702-T011-T03.000 CDBG - Grant "CHIP" \$83,319.00

Draw No. 182 – Grant #B-C-14-1AG-1 \$30,156.00

Draw No. 183 – Grant #B-C-14-1AG-2 \$39,163.00

Draw No. 184 – Grant #S-C-14-1AG-1 \$14,000.00

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002 Salary \$3,571.03

E-1511-W080-P05.003 PERS \$ 450.00

E-1511-W080-P07.006 Hospitalization \$1,238.92

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |

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

Motion made by Mr. Thomas, seconded by Mrs. Favede to execute payment of Then and Now Certification dated June 24, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant (s) in payment of amounts due upon contracts or order.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITORS – Andrew Satak and Larry Craig to travel to Columbus, OH, on July 1, 2015, for a Board of Revision/Board of Tax Appeal Hearing. County vehicle will be used for travel. Estimated expenses: \$100.00

BOARD OF ELECTIONS – The Board of Election Staff and all Board Members to travel to Columbus, OH, on June 26, 2015, to attend the Secretary of State Conference.

SENIOR SERVICES – Mike McBride and seniors to travel to Elm Grove, WV, on July 29, 2015 for a senior center outing. Tish Kinney and seniors to travel to Wheeling, WV, on June 26, 2015 for a senior center outing. Donna Steadman and seniors to travel to Wheeling, WV, on July 30, 2015 for a senior center outing. Donna Steadman and seniors to travel to Moundsville, WV, on July 2, 9, 14, 21, & 28, 2015, for a senior center outing. Sue Hines and seniors to travel to Wheeling, WV, on July 2, 2015, for a senior center outing. Senior Centers to travel to Zanesville, OH, on July 13, 2015 for a senior center outing. Tina Burkhart and John Carlier to travel to Cambridge, OH, on June 29, 2015, to attend the AAA9 Bidder Conference for Contract Proposals PY 2016-2017. County vehicles will be used for travel.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mrs. Favede | Yes |
| Mr. Coffland | 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 May 6, 2015 and May 13, 2015.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

June 24, 2015

IN THE MATTER OF APPROVEING MINUTES OF SPECIAL BOARD OF COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners special meeting of May 13, 2015.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF APPOINTING RICHARD A. HORD TO THE BELMONT CO. PUBLIC DEFENDER COMMISSION

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Richard A. Hord to the Belmont County Public Defender Commission effective immediately through June 14, 2019 to fill the unexpired term of Greg Bizzarri who has resigned.

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 JOANNE LUCAS, LPN, AS A FULL-TIME LICENSED PRACTICAL NURSE FOR THE BELMONT CO. JAIL/SARGUS CENTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Joanne Lucas, LPN, as a full-time licensed practical nurse for the Belmont County Jail/Sargus Center at the rate of \$15.42 per hour beginning July 20, 2015. Ms. Lucas will be subject to the standard 120 day probationary period.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF WHISPERING WINDS RICHLAND TOWNSHIP SEC 11, T-7, R-4 | [Belmont Co. Commissioners
| [Courthouse
| [St. Clairsville, Ohio 43950
| [Date June 24, 2015

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Whispering Winds, Richland Township Section 11, T-7, R-4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05

To: Cindi Henry, F.O., Richland Township Trustees, P. O. Box 16, St. Clairsville, OH 43950

You are hereby notified that the 8th day of July, 2015 at 9:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/

Clerk of the Board

• Mail by certified return receipt requested
cc: Richland Township Trustees

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE AGREEMENT WITH GULFPORT ENERGY FOR DRILLING PROJECTS AND INFRASTRUCTURE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Roadway Use Maintenance Agreement with Gulfport Energy Corporation, effective June 24, 2015, for the purpose of ingress and egress for "Water Transfer Activity" at the following site:

1.4 miles of CR 124 (Wright Road) and 0.3 miles of CR 102 (Johnson Ridge) from the Stronz to Pritts Water Transfer.

Note: No Bond needed per County Engineer Fred Bennett. Gulfport Energy Corporation will upgrade road if necessary.

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 Somerset 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 Stronz to Pritts Water Transfer including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Stronz to Pritts Water Transfer (hereafter collectively referred to as "water transfer activity") located in Somerset Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.4 miles of CR 124, Wright Road and 0.3 miles of CR 102, Johnson Ridge for the purpose of ingress to and egress from the Stronz to Pritts Water Transfer for traffic necessary for the purpose of constructing temporary waterlines and pumping water at the Stronz to Pritts 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 CR124, Wright Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR 514, Sixteen Road and going west for 1.4 miles to the Bolton access where a RUMA exists. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 124 for any of its Water Transfer Activities hereunder.
2. The portion of CR 102, Johnson Ridge, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR 128, Boston Road and going east for 0.3 mile to the intersection with TR 13, Wheatley Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 102 for any of its Water Transfer 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 June 24, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: Matt Coffland /s/

Commissioner

By: Mark A. Thomas /s/

Commissioner

By: Ginny Favede /s/

Commissioner

Operator

By: Doug Schrantz /s/

Printed name: Doug Schrantz

Company Name: Gulfport Energy Corporation

June 24, 2015

By: *Fred F. Bennett*

Title: Director of Infrastructure

Fred Bennett, County Engineer

Dated: 6-24-15

Dated: 6-5-15

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.

- 1) 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.
- 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 124 and 102 during Water Transfer Activities for those damages caused by Operator's Water Transfer Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Water Transfer Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 1) Provide for minor maintenance of the road during the 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).
- 2) 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 APPROVING AND SIGNING
LETTER RELEASING XTO ENERGY, INC.
FROM THE RUMA DATED JUNE 3, 2014 FOR THE
USE OF 0.38 MILES OF CR 56 (MT. VICTORY ROAD)/
ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the letter releasing XTO Energy, Inc. from the Road Use Maintenance Agreement (RUMA) dated June 3, 2014 for the use of 0.38 miles of CR 56 (Mt. Victory Road) based upon the recommendation of Fred Bennett, County Engineer.

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 SUMMIT
MIDSTREAM UTICA, LLC**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Summit Midstream Utica, LLC, effective June 24, 2015 for the purpose of ingress and egress for "Oil and Gas Pipeline and Compressor Stations at the following site: County Bridge Structure File No. 0732265 on TR-302 at M.P. 0.02 over Brown Hollow Run in Pultney Township from the Miller to Wassman and Violet to Miller Pipeline.

**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 **Summit Midstream Utica, LLC**, whose address is 5910 North Central Expressway, Suite 350, Dallas, TX. 75206 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [**Miller to Wassman and Violet to Miller Pipeline**], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [**Miller to Wassman and Violet to Miller Pipeline**] (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 Structure File No. 0732265 on TR-302 at M.P. 0.02 over Brown Hollow Run in Pultney Township** for the purpose of ingress to and egress from the [**Miller to Wassman and Violet to Miller Pipeline**] for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the [**Miller to Wassman and Violet to Miller Pipeline**] (hereinafter referred to collectively as "oil and gas pipeline and compressor stations"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such oil and gas pipeline and compressor stations; and

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

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to the start of oil and gas pipeline and compressor station. 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. **Bridge Structure File No. 0732265, at M.P. 0.02**, 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 TR-302 for any of its oil and gas pipelines and compressor stations hereunder.

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

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

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

5. Unless excepted for the reasons provided below, prior to the oil and gas pipelines and compressor stations 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 oil and gas pipelines and compressor stations on the Route by Operator. The amount of the bond or surety shall be in an amount of **BLANKET BOND #0022044096 for \$1,000,000.00 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:

- d. 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.
- e. 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.
- f. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

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

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

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

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that 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.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including 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 oil and gas pipelines and compressor stations whatsoever.

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

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

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

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

15. This Agreement shall be in effect on June 24, 2015.

To the County: Fred F. Bennett P.E. P.S.
County Engineer
101 W. Main ST.
St. Clairsville, Ohio 43950
Office: (740) 699-2160

To the Operator: Summit Midstream Utica, LLC
5910 North Central Expressway, Suite 350
Dallas, TX. 75206
1st Contact – Scott Newby
Cell: (469) 286-7827
Email: scnewby@summitmidstream.com
Summit Midstream Utica, LLC
3489 Smithton Road
West Union, WV 26456
2nd Contact - Renata Busch
Office: (304) 566-3184
Cell: (304) 871-0592
Email: rbusch@summitmidstream.com
Summit Midstream Utica, LLC
999 18th Street, Suite 3400 South
Denver, CO. 80202
3rd Contact- Jesse Wood

June 24, 2015

Office: (720) 452-6230
Cell: (303) 885-5559
Email: jwood@summitmidstream.com

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

Authority

Operator

SUMMIT MIDSTREAM UTICA, LLC

By: *Matt Coffland /s/*

By: *Renata Busch /s/*

Commissioner

Printed name: Renata Busch
Title: Permit & Regulatory Permit, Utica
Dated:6-15-15

By: *Mark A. Thomas /s/*

Commissioner

By: *Ginny Favede /s/*

Commissioner

By: *Fred F. Bennett /s/*

County Engineer

Dated: 6-24-15

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

Assistant County Prosecutor

Appendix A

Operator shall:

- 8) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 10) Upgrade Bridge Structure File No. 0732265 in accordance with the attached plans and/or county standards.
- 11) Maintain Bridge Structure File No. 0732265 during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 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 Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 13) 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.
- 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 Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

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

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

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 SUMMIT MIDSTREAM UTICA, LLC

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Summit Midstream Utica, LLC, effective June 24, 2015 for the purpose of ingress and egress for "Drilling Activity" at the following site: County Bridge No. 0734454 on TR-476 over McMahon Creek in Pultney Township from the Miller to Wassman and Violet to Miller Pipeline.

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 **Summit Midstream, Utica, LLC**, whose address is 5910 North Central Expressway, Suite 350, Dallas, TX. 75206 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [**Miller to Wassman and Violet to Miller Pipeline**], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [**Miller to Wassman and Violet to Miller Pipeline**] (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 No. 0734454 on TR-476 over McMahon Creek in Pultney Township** for the purpose of ingress to and egress from the [**Miller to Wassman and Violet to Miller Pipeline**] for traffic necessary for the purpose of

constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Miller to Wassman and Violet to Miller Pipeline] (hereinafter referred to collectively as "Drilling Activity "oil and gas pipeline and compressor stations"); and WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such 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 Structure File No. 0734454**, 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 TR (476) for any of its Drilling Activities hereunder.

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

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

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

5. Unless excepted for the reasons provided below, prior to the oil and gas pipelines and compressor stations 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 oil and gas pipelines and compressor stations on the Route by Operator. The amount of the bond or surety shall be in an amount of **BLANKET BOND #0022044096 for \$1,000,000.00 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.

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

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

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

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that 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.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including 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 oil and gas pipelines and compressor stations whatsoever.

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

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

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

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

15. This Agreement shall be in effect on June 24, 2015

To the County: Fred F. Bennett P.E. P.S.
County Engineer
101 W. Main ST.
St. Clairsville, Ohio 43950
Office: (740) 699-2160

To the Operator: Summit Midstream Utica, LLC
5910 North Central Expressway, Suite 350
Dallas, TX. 75206
1st Contact – Scott Newby
Cell: (469) 286-7827

June 24, 2015

Email: scnewby@summitmidstream.com
Summit Midstream Utica, LLC
3489 Smithton Road
West Union, WV 26456
2nd Contact - Renata Busch
Office: (304) 566-3184
Cell: (304) 871-0592
Email: rbusch@summitmidstream.com
Summit Midstream Utica, LLC
999 18th Street, Suite 3400 South
Denver, CO. 80202
3rd Contact- Jesse Wood
Office: (720) 452-6230
Cell: (303) 885-5559
Email: jwood@summitmidstream.com

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

Authority

Operator

SUMMIT MIDSTREAM UTICA, LLC

By:
Matt Coffland /s/

By:
Renata Busch /s/

Commissioner

Printed name: Renata Busch
Title: Permit & Regulatory Permit, Utica
Dated: 6-24-15

By: *Mark A. Thomas /s/*

Commissioner

By: *Ginny Favede /s/*

Commissioner

By: *Fred F. Bennett /s/*

County Engineer

Dated: 6-24-15

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

Assistant County Prosecutor

Appendix A

Operator shall:

- 15) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 16) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 17) Upgrade Bridge Structure File No. 0734454 in accordance with the attached plans and/or county standards.
- 18) Maintain Bridge Structure File No. 0734454 during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 19) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 20) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 21) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

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

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

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF APPROVING THE AMENDMENT
TO THE CONTRACT BETWEEN BCDJFS AND THE JEFFERSON
COUNTY CAC FOR BUSINESS RESOURCE NETWORK (BRN) SERVICES**

June 24, 2015

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the amendment to the contract dated January 30, 2013 between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council for Business Resource Network (BRN) services to extend the contract for the second of the two additional program years effective July 1, 2015 through June 30, 2016.

**.BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Jefferson County Community Action Council, Inc – Business Resource Network (BRN)
Contract Amendment**

The contract dated January 30, 2013 between the Belmont County Department of Job and Family Services and the Jefferson County Community Action Council, Inc. is hereby amended as follows:

III CONTRACT PERIOD

This contract and its terms will become effective on January 30, 2013. The termination date of this contract is June 30, 2014. This contract for BRN services and may be extended for up to two additional Program Years (July 1 – June 30) based on meeting contractual performance.

Changed to:

Contract Amendment extends the contract for the second of the two additional Program Years: July 1, 2015 through June 30, 2016 and concludes the ability to extend. Funding is reduced to 820,851.50 for the life of the contract 1/30/2013-6/30/2016 (824,778 less the expenses by the counties, prior to this contract).

Contract extension – Business Resource Network, dated 1/30/13

Extended one program year: 7/1/2015-6/30/2016

Signatures:

| | |
|---|------------------------|
| <u>Vince Gianangeli /s/</u> Vince Gianangeli, Director Belmont County Department of Job and Family Services (Fiscal Agent for Workforce Investment Area 16) 310 Fox Shannon Place St. Clairsville, OH 43950 | <u>6-15-15</u> Date |
| <u>Barbara J West /s/</u> Barbara West, CEO Jefferson County Community Action Council, Inc 114 N Fourth Street Steubenville, OH 43950 | <u>6-12-15</u> Date |
| <u>Cliff Harmon /s/</u> Cliff Harmon, WIA-16 Workforce Investment Board Chair | <u>6-12-15</u> Date |
| <u>Don Bethel /s/</u> WIA-16 Council of Government Chair | <u>6-15-15</u> Date |
| <u>Matt Coffland /s/</u> Belmont County Commissioners | <u>6-24-15</u> Date |
| <u>Mark Thomas /s/</u> Belmont County Commissioners | <u>6-24-15</u> Date |
| <u>Ginny Favede /s/</u> Belmont County Commissioners | <u>6-24-15</u> Date |
| Approved as to form: <u>David K. Liberati /s/</u> Belmont County Prosecutor | <u>6-14-15</u> Date |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF ENTERING INTO
AGREEMENT WITH URS CORPORATION
FOR CONSULTING AND ENGINEERING SERVICES
FOR WATER/WASTEWATER MASTER PLAN STUDY AND ENGINEERING REPORT/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with URS Corporation in the amount of \$155,300.00 for consulting and engineering services for a Water/Wastewater Master Plan study and engineering report for the Belmont County Sanitary Sewer District.

**SHORT FORM MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
BELMONT COUNTY COMMISSIONERS
AND
URS CORPORATION**

THIS AGREEMENT (“Agreement”) for Professional Services, (together with the attachments hereto) dated and effective as of May 28, 2015 (the “Effective Date”), is hereby made and entered into by and between **Belmont County Commissioners**, (hereinafter “Client”) having a place of business located at **101 West Main Street, St. Clairsville, Ohio 43950**, and **URS Corporation, a Nevada corporation** (hereinafter “Consultant”) having a place of business located at **277 West Nationwide Boulevard, Columbus, Ohio 43215**. Consultant and Client are each individually referred to as a “Party” and collectively as the “Parties”.

The Parties agree as follows:

1. WORK AUTHORIZATIONS

1.1 Consultant agrees to undertake and perform certain consulting and professional engineering services (“Services”) in accordance with the terms and conditions contained herein, as may be requested by Client from time to time. The Services to be performed, Consultant’s compensation, and the schedule for performance for each task shall be described in one or more authorizations issued to Consultant by Client, the form of which is attached hereto as Attachment 1 (“Work Authorization”). A Work Authorization shall be valid and binding upon the Parties only if accepted in writing by Client and Consultant. Each duly executed Work Authorization shall be subject to the terms and conditions of this Agreement, except to the extent expressly modified by the Work Authorization.

1.2 It is the expressed intent of the parties that this Agreement shall be made available to subsidiaries and affiliated companies of Consultant. For the purposes of this Agreement, as it applies to each Work Authorization, the term "Consultant" shall mean either Consultant as defined above or the subsidiary or affiliate of Consultant identified in the Work Authorization. The applicable Work Authorization shall clearly identify the legal name of the entity accepting the Work Authorization.

2. PAYMENTS FOR SERVICES

2.1 Unless otherwise stated in a Work Authorization, payment shall be on a time and materials basis in accordance with the Hourly Rates listed in the Schedule of Fees and Charges referenced in the Work Authorization. Hourly Rates shall be adjusted annually (as of the effective date of the applicable Work Authorization) to reflect equitable changes in the compensation payable to Consultant. Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not received within thirty (30) days from the due date of such payment, Consultant may suspend further performance under one or more Work Authorizations until payments are current. Client shall notify URS of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one percent (1%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

2.2 Client shall reimburse Consultant for all taxes, duties and levies such as Sales, Use, Value Added Taxes, Deemed Profits Taxes, and other similar taxes which are added to or deducted from the value of Consultant's Services. For the purpose of this Article such taxes shall not include taxes imposed on Consultant's net income, and employer or employee payroll taxes levied by any United States taxing authority, or the taxing authorities of the countries or any agency or subdivision thereof in which URS subsidiaries, affiliates, or divisions are permanently domiciled. It is agreed and understood that these net income, employer or employee payroll taxes are included in the unit prices or lump sum to be paid Consultant under the applicable Work Authorization.

2.3 Where charges are "not to exceed" a specified sum, Consultant shall notify Client before such sum is exceeded and shall not continue to provide the Services beyond such sum unless Client authorizes an increase in the sum. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total sum is not exceeded. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established, or other circumstances beyond URS control, shall be a basis for equitable adjustments in the budget and schedule.

3. CONFIDENTIALITY

3.1 Subject to Ohio Public Laws, for a period commencing with the disclosure of any confidential information under this Agreement and/or a Work Authorization(s) and ending on the second anniversary such disclosure was first made, Consultant and Client each agree not to disclose to third parties, including also subcontractors and vendors (unless such subcontractors and vendors have a need to know and are bound to similar obligations of confidentiality), any information that is identified as confidential in writing on the materials made available to the other Party hereunder

4. WARRANTY

4.1 Consultant warrants that any consulting and professional engineering Services performed by it under a Work Authorization shall be performed in accordance with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing at the same time in the same location. Consultant's sole liability to Client for any non-conforming Services shall be to re-perform the non-conforming or defective Services, written notice of which must be promptly given by Client to Consultant. Consultant's obligation for re-performance of non-conforming Services as set forth in the preceding sentence shall extend for a term commencing at the substantial completion of such Services under a Work Authorization and ending one year later.

4.2 THE WARRANTY SET FORTH IN THIS ARTICLE 4 IS EXCLUSIVE, AND IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE SERVICES, WHETHER STATUTORY, EXPRESS OR IMPLIED, AND CONSULTANT DISCLAIMS ANY SUCH OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND/OR USAGE OF TRADE. ANY OTHER STATEMENTS OF FACT OR DESCRIPTIONS EXPRESSED IN THE AGREEMENT OR ANY WORK AUTHORIZATION SHALL NOT BE DEEMED TO CONSTITUTE A WARRANTY OF THE SERVICES OR ANY PART THEREOF. CONSULTANT'S REPERFORMANCE OF DEFECTIVE OR NON-CONFORMING SERVICES THROUGH THE ONE YEAR PERIOD PROVIDED FOR IN THIS ARTICLE 4 SHALL CONSTITUTE COMPLETE FULFILLMENT OF, AND CLIENT'S EXCLUSIVE REMEDY FOR, ALL THE LIABILITIES OR RESPONSIBILITIES OF CONSULTANT TO CLIENT FOR NON-CONFORMING OR DEFECTIVE SERVICES, WHETHER THE CLAIMS OF CLIENT ARE BASED ON DELAY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION OR ANY OTHER CAUSE WHATSOEVER.

5. WORK BY OTHERS

5.1 The performance by Consultant of Services under a Work Authorization shall not constitute an assumption by Consultant of the obligations of Client or its other contractors. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the work of Client or its other contractors, and shall not manage, supervise, control or have charge of construction. Client shall require Consultant to be named as an additional insured along with Client on any liability insurance policies provided by Client's construction contractors. To the fullest extent permitted by law, Client shall defend Consultant against any claim, suit or proceeding asserted by one of its other contractors and indemnify, defend and save Consultant harmless from any and all actual or alleged claims and losses (including, without limitation, attorney's fees) sustained by such contractor in connection with the Services, regardless or whether or not any of the foregoing arose out of the negligent acts or omissions of Consultant.

6. INSURANCE

Omitted per the request of Client

7. INDEMNITY

Omitted per the request of Client

8. WAIVER OF CONSEQUENTIAL DAMAGES

8.1 Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Client nor Consultant shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Consultant hereby releases Client and Client hereby releases Consultant from any such liability.

9. LIMITATION OF LIABILITY

9.1 Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, in no event shall the total cumulative aggregate liability of Consultant, its subconsultants, and their respective partners, officers, directors, shareholders, employees, and agents (referred to collectively in this Article as "Consultant") to Client resulting from, arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under a Work Authorization, exceed \$1,000,000.00 or ten percent (10%) of the compensation paid Consultant pursuant to such Work Authorization, whichever is greater, or extend beyond the expiration of the warranty period under Article 4 for the Services performed under the Work Authorization, regardless of the legal theory under which such liability is imposed. The remedies stated in the Agreement are Client's sole and exclusive remedies for any failure by Consultant to comply with obligations to Client, and Client hereby irrevocably waives any right to assert a claim against Consultant based on a legal theory that a remedy provided herein fails of its essential purpose.

10. HAZARDOUS MATERIAL

10.1 Nothing in this Agreement shall be construed or interpreted as requiring Consultant to assume the status of, and Client acknowledges that Consultant does not act in the capacity nor assume the status of, Client or others as a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. Client acknowledges further that Consultant has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any site that may be the subject matter of any Work Authorization.

10.2 It is acknowledged by both parties that the Services do not include services related to regulated substances, pollutants, or hazardous or toxic wastes ("Hazardous Material"). In the event Consultant or any other party encounters undisclosed Hazardous Materials, Consultant shall notify Client and, to the extent required by law or regulation, the appropriate governmental officials, and Consultant may, at its option and without liability for delay, consequential or any other damages to Client, suspend performance of Services on that portion of the project affected by Hazardous Material until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous material; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Client shall indemnify, defend and save Consultant and its affiliates, subconsultants, agents, and suppliers of any tier, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all Losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, Losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance or disposal of Hazardous Material, whether above or below ground and not brought to a Client site or other proposed project site by Consultant in the performance of the Services without Client's approval.

11. CHANGES

11.1 The Parties may from time to time by mutual agreement seek to modify, extend or enlarge the Services under a Work Authorization ("Modification"). In the event the Parties agree to a Modification to add additional Services, or to make other modifications to the Services, Consultant's compensation, the schedule and any other relevant terms and conditions of the applicable Work Authorization shall be equitably adjusted prior to performance of such Services.

12. OWNERSHIP OF DOCUMENTS

12.1 Consultant grants to Client a transferable, irrevocable and perpetual royalty-free license to retain and use all work products delivered to Client for any purpose in connection with the project specified in each Work Authorization, upon full payment by Client for Consultant's Services. Client also may use such work product for other purposes with Consultant's written consent. Re-use of any such work product by Client on any extension of the project or on any other project without the written authorization of Consultant shall be at Client's sole risk and Client shall indemnify, defend and save Consultant and its affiliates, consultants, agents, subcontractors and suppliers of any tier, and any and all employees, officers and directors of any of the foregoing, if any, from and against any and all Losses suffered as a result of, or arising out of, or in connection with such re-use. Consultant shall have the right to retain copies of all such work product. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

13. TERMINATION/SUSPENSION

13.1 Client may terminate all or any portion of the Services under one or more Work Authorizations for convenience, at its option, by sending a written notice to Consultant. Either party can terminate this Agreement or a Work Authorization for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a notice of termination, unless a later date is specified in the notice. The notice of termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Consultant upon invoice for Services performed and charges incurred prior to termination, plus reasonable termination charges. Any suspension of Services by Client shall result in an equitable adjustment to Consultant's compensation, time for performance, or any of its other obligations under a Work Authorization.

14. FORCE MAJEURE

14.1 Any delay or failure of Consultant in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of Consultant and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, Consultant shall receive an equitable adjustment extending Consultant's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to Consultant's compensation sufficient to account for any increased cost in performance or loss or damage suffered by Consultant.

15. RESPONSIBILITIES OF CLIENT

15.1 Without limiting any express or implied obligations of Client under applicable law, Client shall: (1) provide Consultant, in writing, all information relating to Client's requirements for the project; (2) correctly identify to Consultant the location of subsurface structures, such as pipes, tanks, cables, and utilities; (3) notify Consultant of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give Consultant prompt written notice of any suspected deficiency in the Services; (5) with reasonable promptness, provide required approvals and decisions; and (6) furnish or cause to be furnished to Consultant full, unrestricted and legal access to, and use of, the site and all necessary rights of way and easements, in order to perform the Services. In the event Consultant is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and Consultant is not a party, Client shall pay Consultant for any time and expenses required in connection therewith, including reasonable attorney's fees.

15.2 Consultant may rely upon and use in the performance of any Services information supplied to it by Client without independent verification and Consultant shall not be responsible for defects in its Services attributable to its reliance upon or use of such information.

16. SECONDED EMPLOYEES

16.1 Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization, when Consultant provides an individual(s) to Client that perform Services under the supervision, direction and control of Client under a Work Authorization (hereinafter "Seconded Employees"), the Seconded Employees shall be advised by Client of all office and facility rules, regulations, and safety procedures. The Services performed by the Seconded Employees shall be based on information furnished by Client, and the Seconded Employees shall be entitled to rely upon such information and direction as being correct, accurate and appropriate. Consultant shall retain no right to supervise, direct or control the Seconded Employees with respect to their performance of Services and all such supervision, direction and control shall come from Client. Therefore Consultant does not warrant any or all of the Services by Seconded Employees, and any and all statutory, express or implied warranties (including but not limited to any and all warranties of merchantability and/or fitness for a particular purpose and all warranties arising from course of dealing and usage of trade) of or for any or all such Services are expressly disclaimed as a condition precedent to the receipt of such Services, and neither Consultant nor any of the Seconded Employees shall have any liability to Client or to any third party(ies) for injuries or alleged injuries to persons (including death), or for damages or alleged damages to property, including but not limited to Client's property, arising out of or in connection with the Services of the Seconded Employees, regardless of whether based upon delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever. In the event that any such liability is ever actually or threatened to be borne by or imposed upon Consultant or any of the Seconded Employees, Client shall indemnify, defend and save Consultant and such Seconded Employees harmless from and against any and all such liability, regardless of whether based upon delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever.

17. TERM

17.1 Unless otherwise specified, the term of this Agreement shall run from the Effective Date until Consultant has completed the Services and received all payments due under the Agreement.

18. GENERAL

18.1 Client and Consultant each represent and warrant that this Agreement has been duly authorized, executed and delivered and constitutes its binding agreement enforceable against it. This Agreement and any executed Work Authorizations supersede all prior written and/or oral contracts and agreements that may have been made or entered into between Client and Consultant regarding the subject matter hereof, including but not limited to any and all proposals, oral or written, and all communications between the Parties relating to this Agreement or any Work Authorization(s), and constitute the entire agreement between the Parties hereto with respect to the subject matter hereof.

18.2 This Agreement and Work Authorization(s) may not be assigned by Consultant or Client in any way, including by operation of law, unless otherwise mutually agreed to in writing, any such attempted non-authorized assignment shall be null and void and of no force or effect.

18.3 Any cost opinions or estimates provided by Consultant will be on a basis of experience and judgment, but since Consultant has no control over market conditions or bidding procedures, Consultant cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates. Neither this Agreement nor any of the Services provided hereunder shall constitute or provide for, and Consultant shall not be considered to have rendered, any legal or financial opinion(s) regarding the feasibility of this project or any other or regarding any other matter. Unless otherwise expressly included in a Work Authorization, Consultant shall under no circumstances provide as part of the Services a consent, opinion or similar document, or act as a qualified person or expert, in connection with any filing by Client with the United States Securities and Exchange Commission, or similar non-United States agency, authority or commission.

18.4 Notices shall be effective hereunder as follows only if in writing and addressed to the authorized representative designated in applicable Work Authorizations: (1) upon delivery, if delivered personally to the person; (2) upon transmission, if transmitted to the facsimile number of the person; and (3) upon posting, if by first class or overnight mail (postage prepaid).

18.5 All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction; provided, however that if the project is located outside the United States, the laws of the State of California shall govern. Venue for any litigation shall be any state court or United States District Court having jurisdiction over the parties and subject matter.

18.6 The terms and conditions of this Agreement shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by Client whether formally rejected by Consultant or not. This Agreement may be modified only by amendment when signed by each Party. In the event that any one or more of the provisions of this Agreement shall be found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law.

18.7 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client or Consultant.

18.8 The headings in this Agreement are for convenience only, and shall not affect the interpretation hereof. The terms "hereof", "herein," "hereto" and similar words refer to the entire Agreement and not to any particular Article, Section, Attachment, Exhibit or any other subdivision of this Agreement. References to "day" or "days" shall mean calendar days unless specified otherwise.

18.9 The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including, but not limited to, indemnities and any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion, or expiration.

18.10 It is understood and agreed that any delay, waiver or omission by Consultant or Client to exercise any right or power arising from any breach or default by Client or Consultant in any of the terms, provisions or covenants of this Agreement or any Work Authorization shall not be construed to be a waiver by Consultant or Client of any subsequent breach or default of the same or other terms, provisions or covenants on the part of Consultant or Client.

18.11 In the performance of tasks relating to review of baseline revenues hereunder URS: (i) is not recommending any action be taken by the Client; (ii) is not acting as a municipal advisor to the Client and does not assume any fiduciary duty hereunder, including, without limitation, a fiduciary duty to the Client pursuant to Section 15B of the Securities Exchange Act of 1934, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act with respect to the information and material contained in URS' work product; and (iii) is acting in its own interests. The Client should discuss any such information and material with internal and/or external advisors and experts that it deems appropriate before acting on the information and material. The Client and URS agree that any reports, estimates, revenue forecasts, budget analyses, or engineering studies developed by URS under this Agreement will not be (a) relied upon by the Client for financing purposes and/or incorporated into any public or private securities offering, nor (b) relied upon by investors or any third party in any capacity. It is further agreed that URS may rely in the accuracy and completeness of information provided to URS by others without the need for independent verification. This scope of work is for a planning level study to enable the Client to respond to questions that the public may ask.

19. ATTACHMENTS AND EXHIBITS

June 24, 2015

The following attachments and exhibits, which are attached hereto, are part of this Agreement.

Attachment 1 – Work Authorization

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.

Belmont County Commissioners

By: Matt Coffland /s/ Mark A. Thomas /s/ Ginny Favede /s/
(Signature)
Name: Matt Coffland Mark A. Thomas Ginny Favede
(Printed)
Title: MAT-PRESIDENT, GF-VICE-PRESIDENT

URS Corporation

By: Michael A. Frommer /s/
(Signature)
Name: Michael A. Frommer
(Printed)
Title: Vice-President

**ATTACHMENT 1
LUMP SUM WORK AUTHORIZATION NO. 152805**

In accordance with the Agreement for Consulting and Professional Services between **Belmont County Commissioners** ("Client"), and **URS Corporation**, a Nevada corporation, dated **May 28, 2015**, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by **URS Corporation** ("Consultant") on the Project known as: **BCSSD Sewer Master Plan & Study**

Client Authorized

Representative: Mr. Mark Esposito, Director
Address: Belmont County Sanitary Sewer District
101 West Main Street
St. Clairsville, Ohio 43950
Telephone No.: 740.699.2130

Consultant Authorized

Representative: Gregory Otey
Address: 277 West Nationwide Boulevard
Columbus, Ohio 43215
Telephone No.: 614.464.4500

SERVICES. The Services shall be described in **Attachment A** to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in **Attachment A** to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT AND EQUITABLE ADJUSTMENTS. This is a lump sum Work Authorization. Consultant's lump sum compensation and provisions for progress and final payments are specified in **Attachment A** to this Work Authorization. Payment of **\$0** is due upon signature of this Work Order and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time the lump sum compensation was agreed upon. If Client wishes Consultant to proceed, Consultant's lump sum compensation shall be subject to equitable adjustment for such conditions.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CLIENT

CONSULTANT

Mark A. Thomas /s/
Signature
Mark Thomas, President, Board of Belmont
~~Mark Esposito/Director~~County
Commissioners
Typed Name/Title
6-24-15
Date of Signature

Michael A. Frommer /s/
Signature
Michael A. Frommer/Vice President
Typed Name/Title
6-15-15
Date of Signature

**Attachment A
Scope of Services
Belmont County Sanitary Sewer District (BCSSD)
Water / Wastewater Master Plan
March, 2015**

BACKGROUND

Belmont County has experienced growth and development as a result of the expanding oil and gas industry in Eastern Ohio. As a result of this growth and development, water and wastewater systems in the County are in need of improvement and expansion to serve existing and future customers.

The Belmont County Sanitary Sewer District (BCSSD) consists of 5 sewer sub-districts and 3 water sub-districts between the Ohio River on the east, Union and Goshen Townships on the west, Washington and York Townships on the south and Pease, Colerain, Wheeling and Flushing Townships to the north. The BCSSD operates a water system with a water treatment plant, 12 booster stations, 21 storage tanks and 500 miles of water distribution lines. The BCSSD also operates a wastewater system with 2 wastewater treatment plants and 41 lift stations.

The BCSSD desires a review of its rate structure, revenue sources, annual operating expenses and debt. Water and sewer rates currently vary among the water and sewer sub-districts under the jurisdiction of the BCSSD and the Belmont County Commissioners. A more uniform rate structure is desired along with a recommended funding strategy for priority projects which will include State and Federal grants and loans.

BCSSD desires to proceed with a Water/Wastewater Master Plan (WWMP) study and engineering report to evaluate short and long term project needs in its service area, develop cost effective alternatives for these projects, and prepare recommendations for funding strategy purposes. The Scope of Services for the proposed WWMP is as follows:

SCOPE OF SERVICES

Task 1: Project Management and Meetings

The following tasks will be performed to manage the project and coordinate with BCSSD personnel:

Attend a project kick-off meeting to introduce team members and establish lines of communication. This meeting will also be used to discuss the project scope, identify specific project needs, discuss the project schedule, develop a list of required information and discuss preferred projects.

Schedule progress meetings at key stages of the project. We estimate that a total of two (2) progress meetings will be necessary. A separate report review meeting will be held to discuss the draft Master Plan report.

Prepare and submit an agenda and meeting minutes for each progress meeting. Meeting minutes will highlight decisions and action items and will be submitted to the BCSSD promptly after each meeting.

Develop a project schedule in Microsoft Project format and submit to the BCSSD.

Issue progress reports to the BCSSD each month. These reports will summarize the work completed during the previous month.

Task 2: Service Area Analysis

The following tasks will be performed to collect background information on the BCSSD Service Area:

A. Interview BCSSD staff to determine the history of the Service Area and Water and Sewer Sub-districts, the organizational structure, staffing, metering and billing system; Water and Sewer Ordinances and current needs of the BCSSD. Determine the history of any regional water/wastewater service discussions and emergency interconnection agreements with Cities and Villages adjacent to the service area such as St. Clairsville, Shadyside, Bellaire, Bridgeport, Brookside, Flushing, Martins Ferry, Belmont, Morristown, and Bethesda.

B. Collect and review available data and information including: previous studies and reports, facilities plans, record plans, operating data, operation and maintenance manuals, capital improvement project programs, zoning maps, comprehensive plans, population and growth projections and GIS data files (contours, parcel lines, aerial photography, municipalities, townships, FEMA flood zones, road centerlines, and other data files available from the Belmont County Geographic Information System (GIS).

The following reports and documents have already been made available and will be used in developing the Water/Wastewater Master Plan:

- Fox-Shannon Wastewater Treatment Plant Improvements, May 7, 2011
- Belmont County Economic Development Strategy, May, 2011
- Belmont County Coordinated Public Transit, September, 2009
- Human Transportation Plan (Phase II)

Develop an updated BCSSD service area map using existing GIS data files and other information provided by the BCSSD. This map will include water and sewer district boundaries, water and wastewater facility locations, and municipal and township boundaries.

Task 3: Water/Wastewater System Evaluation

The following tasks will be performed to evaluate the condition of existing water and wastewater facilities:

A. Conduct site visits with BCSSD operations personnel to conduct a visual, non-intrusive review of the existing wastewater collection and treatment facilities and water distribution and treatment facilities. These facilities will include lift stations, wastewater treatment plants, booster stations, tanks, and the water treatment plant and wellfield.

B. Photograph the existing water and wastewater facilities. Discuss the operation of the facilities with the operator and evaluate their age and condition. Review Ohio EPA annual inspection reports for the facilities, if available.

C. Determine if there are any pending regulatory actions such as Ohio EPA Findings and Orders, enforcement actions or NPDES Permit Limit violations.

D. Prepare a form summarizing the information developed for each water/wastewater facility. These forms will be included in the Appendix to the WWMP report.

Task 4: Organizational Structure Analysis

The following tasks will be performed to review the organizational structure of the BCSSD:

A. Review the organizational structure of BCSSD employees to determine staff organization and responsibilities. Review staffing levels to determine if adequate staffing is available to meet the needs of the BCSSD.

B. Define and describe the duties, requirements and responsibilities of the BCSSD under ORC 6117.

C. Review service request procedures, management information systems and record keeping/billing procedures.

D. Review information on available equipment and supplies for water/wastewater system operation and maintenance.

E. Review the availability of record drawings for the water and wastewater system.

Task 5: Review of Water/Wastewater Revenue and Expenses

The following tasks will be performed to conduct a review of the BCSSD's water/wastewater revenue and expenses:

A. Review existing water and sewer rate structures, fees and ordinances.

Review existing operation and maintenance costs and debt service.

Evaluate current debt/maturity dates including short-term and long-term debt goals and objectives.

Review existing water/sewer fund revenues from user fees and capacity/tap fees.

B. Review existing and proposed operating budgets to determine the cost of administration and operation and maintenance for the years 2014 and 2015.

C. Review and recommend safe balance amounts and reserves (Sinking/Rainy Day Funds).

D. Prepare a recommendation of potential baseline revenues and expenses for the years 2015-2020 based on the results of the capital improvements evaluation.

Use the recommendation of potential baselines to evaluate the following options:

- Changes in user rates for water and sewer,
- Changes in tap fees and capacity/development fees,
- Use of using special taxes or assessments,
- Use of revenue bonds, and
 - Use of grants and/or loans from funding agencies.

Evaluate the following public grant or loan funding sources for future use on capital improvement projects needed in the BCSSD:

- Ohio Public Works Commission (OPWC)
- US Department of Agriculture / Rural Development (USDA / RD)
- Ohio Water Development Authority (OWDA)
- Appalachian Regional Commission (ARC)
- Ohio EPA Water Pollution Control Loan Fund (WPCLF)
- Ohio Department of Development-Community Development Block Grant (CDBG) Programs

Task 6: Recommended Plan

A recommended plan will be developed that will include the following:

A. Organizational Structure: Provide recommendations for administrative and operation and maintenance staffing. Develop and submit a proposed organization chart/structure.

B. Policies and Procedures: Provide recommendations for the following:

1. Service request procedures and software needed to track such requests.
2. Management Information systems and record keeping procedures and software.
 - a. Metering system.
 - b. Billing system.
 - c. Preventative maintenance and inspection schedules.
 - d. Records of repair work orders and tracking of such orders.
 - e. Tool and equipment management and inventory.
 - f. Purchase order creation.

3. Easement Descriptions: Establish a standard format for future easement descriptions.
 4. Example Developer Agreement: Provide a sample of a Developer Agreement for BCSSD's review. Any Developer Agreement provided by URS as part of this Task is provided solely as an example of a Developer Agreement, and is not intended to constitute a legal recommendation or legal advice on the part of URS as to the suitability of the Developer Agreement for BCSSD's use. URS recommends BCSSD's legal counsel independently review such Developer Agreements for suitability and acceptability for BCSSD's use.
 5. Record Drawings: Procedures for managing record drawings for the sanitary and water systems.
 6. Recommended Procedures: Recommend procedures for reviewing and modifying BCSSD regulations for water and sanitary sewer systems. These procedures may include recommended changes to water and sewer use and charge ordinances.
- C. Capital Improvement Project Recommendations:
1. Capital improvement project recommendations for immediate needs and for the next 10-year period along with estimates of cost for such recommendations.
 2. Recommend prioritization of capital improvement projects based on a reduction of operation and maintenance needs and to support future growth.
 3. Recommend proposed schedule of capital improvement project implementation/future phasing considerations.

Task 7: Prepare Water/Wastewater Master Plan Report

The WWMP will consist of the findings and results of Tasks 1 – 6 that will be integrated into one document. Detailed data collected as part of the study will be included in Appendices to the report.

URS will prepare and submit two (2) draft copies of the WWMP report for BCSSD review and comment. URS will meet with BCSSD staff to discuss the draft report. Upon incorporation of the BCSSD's comments, URS will submit three (3) paper copies and one (1) digital PDF copy of the final WWMP report on CD.

CLIENT RESPONSIBILITIES

- BCSSD shall designate a representative authorized to act in its behalf with respect to general engineering services requested. All direction and authorization shall be by or through such representative.
- BCSSD shall furnish available information including: utility plans, private development plans, engineering reports, AutoCAD and PDF files, maps, and other data pertinent to the Project.
- If BCSSD deems that auditing, legal, accounting, and insurance counseling services may be necessary for the Project, such services shall be furnished by BCSSD.

PROJECT SCHEDULE

URS agrees to exercise diligence in the performance of the Scope of Services above subject to the generally accepted standard of care within twelve (12) months upon authorization to proceed and are contingent upon timely input by others.

COMPENSATION

Compensation for the stated Scope of Service shall be lump sum fee of **One Hundred Fifty Five Thousand Three Hundred Dollars (\$155,300)**. This fee is based on services being provided in accordance with the schedule outlined in this Work Authorization. Should the services be provided beyond the anticipated time frame, equitable adjustment to the personnel rates and engineering fees may be required.

A monthly invoice for services rendered shall be based on the percentage of the work completed. Payment for services shall be made within thirty (30) days of the date of invoice. Interest shall be paid at the State-permitted rate for all payments made 45 days after the date of invoice.

ADDITIONAL SERVICES

The above fee is based on services being provided during the various phases with the schedule outlined in the Agreement. Should the services for any phase be provided beyond the anticipated scheduled timeframes, then equitable adjustments to the personnel rates and engineering fees may be required.

For additional services not included in the above Scope of Services, BCSSD and URS shall negotiate a scope and fee prior to commencement of Work. Such services shall consist of providing any other services not included in this Agreement or not customarily furnished in accordance with generally accepted engineering practices. Scope items that are considered additional services include, but are not limited to:

- Wetlands Delineation, Archaeological Services and Floodplain Permitting and Coordination.
- Preparation or review of environmental assessments and impact statements.
- Topographic surveys, property surveys, easement descriptions and negotiating for land acquisition and easement rights,
- Preparation of applications and supporting documents for grants and loans.
- Laboratory tests, well tests, soil borings, geotechnical investigations, or specialized geological, soils, hydraulic and other studies.
- Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other dispute resolution process related to the Project.
- Technical support for NPDES Permit renewals or consent decrees.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

DISCUSSION HELD – Commissioner Thomas noted that this will be a complete review of the entire Sanitary Sewer district, how it currently runs and how it can become more efficient for the taxpayers. It will be a long term project.

IN THE MATTER OF APPROVING PAY REQUEST FROM BORDER PATROL, LLC FOR BELMONT COUNTY FAIRGROUNDS SEWERAGE PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 3 from Border Patrol, LLC in the amount of \$106,544.52 for the Belmont County Fairgrounds Sewerage Project.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

DISCUSSION HELD - Commissioner Thomas noted all sewerage lines are in at the Fairgrounds and ready to finish the pump station building

IN THE MATTER OF APPROVING PAYMENT FOR VAUGHN COAST AND VAUGHN, INC. FOR PROFESSIONAL SERVICES/FAIRGROUNDS SEWERAGE PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Invoice Number 14020-3 from Vaughn Coast Vaughn, Inc., in the amount of \$2,600.00 for professional services and other expenses incurred for the Belmont County Fairgrounds Sewerage Project.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF ENTERING INTO RENEWAL AGREEMENT WITH T. TAMASOVICH MAILING MACHINE

June 24, 2015

SERVICES FOR MAILING MACHINE, CONVEYOR AND SCALE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal agreement with T. Tamasovich Mailing Machine Service for the **Mailing Machine, Conveyor and Scale** that serves the Belmont County Courthouse in the amount of \$1,395.00, effective July 1, 2015 to July 1, 2016.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF APPROVING QUOTE FROM DIGITAL DATA COMMUNICATIONS/LANSING SENIOR CENTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 367 from Digital Data Communications in the amount of \$1,861.22 (excluding shipping and handling) for the purchase of one (1) Lenovo desktop computer and related software for the Lansing Senior Center.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF APPROVING QUOTE FROM A.E.PELLEY PLUMBING AND HEATING/DJFS FOX SHANNON BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the quote dated June 5, 2015, from A. E. Pelley Plumbing and Heating, in the amount of \$6,120.00, for the replacement of the 6" sanitary sewer line that services the Department of Job and Family Services/Fox-Shannon Building.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

IN THE MATTER OF A RESOLUTION AUTHORIZING THE FILING OF THE FY 2015 CDBG COMMUNITY DEVELOPMENT ALLOCATION AND CRITICAL INFRASTRUCTURE PROGRAM APPLICATIONS TO THE STATE OF OHIO—OFFICE OF COMMUNITY DEVELOPMENT

A RESOLUTION AUTHORIZING THE FILING OF THE FY 2015 CDBG COMMUNITY DEVELOPMENT ALLOCATION AND CRITICAL INFRASTRUCTURE PROGRAM APPLICATIONS TO THE STATE OF OHIO—OFFICE OF COMMUNITY DEVELOPMENT

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the following Resolution:

RESOLUTION

WHEREAS, the Ohio Office of Community Development has made available Community Development Block Grant (CDBG) Community Development Allocation and Critical Infrastructure funds for projects benefiting Low- and moderate- income persons, and;
WHEREAS, the Belmont County Commissioners have eligible community development and infrastructure projects in need of funding;
NOW THEREFORE BE IT RESOLVED, that Commission President Mark A. Thomas be authorized to apply for CDBG Community Development Allocation and Critical Infrastructure funds from the Ohio Office of Community Development to undertake various community development and infrastructure projects in Pease Township and the Villages of Bridgeport and Powhatan Point.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

Adopted this 24th day of June, 2015.

OPEN PUBLIC FORUM - Colerain Township Trustee John Yoker inquired if any funds are available for creek dredging for East Loretta area in Barton. The roads are lower than the old creek. Mr. Coffland explained that four to five years ago the Board of Commissioners cleaned the creeks, using General Fund money, in Pultney, Mead and Colerain. He agrees it does need done again. The Board of Commissioners will have to decide if they are going to appropriate money again to clean the creeks. Mrs. Favede suggested bringing in the Army Corps of Engineers, it is their responsibility. Mr. Thomas agrees with Mrs. Favede. Mr. Yoker doesn't feel it is a life threatening issue. Mr. Coffland said they met with the Army Corps of Engineers to show them the problems with the creeks and they have done nothing. Mrs. Favede also suggested asking Congressman Johnson to facilitate a meeting with the Army Corps of Engineers.

9:30 Jayn Devney, Executive Director, Mental Health & Recovery Board

Re: Mental Health Replacement Levy

Ms. Devney stated her board has requested a replacement levy for this fall. A ten year levy was passed initially in 2005. From projections, they are looking at what will serve Belmont County for future needs. Most Community Mental Health Boards have had a decrease in funding over the last 10 years. No new services have been added over the last five years. Mr. Thomas explained the Mental Health and Recovery Board is asking the Board of Commissioners to approve a resolution that reduces the amount of millage that goes on the ballot by .25 mills instead of renewing the levy at the same rate as the original levy. A replacement levy, if approved by the taxpayers, will be at current rates of valuation. Auditor Andy Satak said it was a 1.5 mill levy when originally voted in. Property values have increased over the years. Mr. Coffland asked if this will cost taxpayers more. Mr. Satak said, "Yes."

Mr. Thomas said the additional funding request is trying to make up for funding cuts by the state.

*Commissioner Favede briefly stepped out of the meeting.

IN THE MATTER OF ADOPTING RESOLUTION DECLARING THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE TEN-MILL LIMITATION AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH/MENTAL HEALTH AND RECOVERY

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution declaring the necessity of levying a tax in excess of the ten mill limitation and requesting the County Auditor to certify matters in connection therewith regarding **replacement** levy for the Mental Health and Recovery Board.

RESOLUTION DECLARING THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE TEN-MILL LIMITATION AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH

The Board of Commissioners of Belmont County met in regular session on June 24, 2015 at the office of the Commissioners with the following members present:

Mr. Thomas _____, Mr. Coffland _____

WHEREAS, the Belmont County Board of Commissioners anticipates levying a tax in excess of the ten-mill limitation as described herein; and

June 24, 2015

WHEREAS, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No 201 enacted by the 122nd General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

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

SECTION 1. That pursuant to the provisions of Section 5705.192 of the Ohio Revised Code, it is necessary that a replacement of an existing tax be levied in excess of the ten mill limitation for the benefit of the *Belmont Harrison Monroe Alcohol, Drug Addiction and Mental Health Services Board now known as the Mental Health and Recovery Board Serving Belmont, Harrison and Monroe Counties* for the purpose of

Providing mental health and addiction services to the residents of Belmont County being a replacement of a portion of an existing levy, being a reduction of 0.25 mill at a rate not exceeding 1.25 mills for each one dollars of valuation, which amounts to twelve and one-half (.125) cents for each one hundred dollars in valuation, for a period of ten (10) years, commencing with tax list year 2015 (Ohio Revised Code Section 5705.221).

SECTION 2. That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on the 3rd day of November, 2015. If approved by the electors, said tax levy shall first be placed upon the 2015 tax list and duplicate, for first collection in calendar year 2016.

SECTION 3. That pursuant to Section 5705.03 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the *Belmont Harrison Monroe Alcohol, Drug Addiction and Mental Health Services Board now known as the Mental Health and Recovery Board Serving Belmont, Harrison and Monroe Counties* levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

SECTION 4. That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

Commissioner Thomas moved for the adoption of the foregoing Resolution which was seconded by Commissioner Coffland, and the roll being called upon its adoption, the vote resulted as follows:

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

9:45 Vince Gianangeli, Director, Dept. of Job & Family Services

Re: Children Services Replacement Levy

Mr. Gianangeli explained the .35 mill replacement levy. The current levy, which was first adopted in the 1950's, generates \$147,000 annually. If approved, the replacement levy would generate approximately \$427,000 annually, which is an increase of \$280,000. Auditor Andy Sutak said the replacement levy will be based on current home value.

**IN THE MATTER OF ADOPTING RESOLUTION DECLARING
THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE TEN-MILL
LIMITATION AND REQUESTING THE COUNTY AUDITOR TO CERTIFY
MATTERS IN CONNECTION THEREWITH/CHILDREN SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution declaring the necessity of levying a tax in excess of the ten mill limitation and requesting the County Auditor to certify matters in connection therewith regarding the 0.35 mill **replacement** levy for Children Services.

**RESOLUTION DECLARING THE NECESSITY OF
LEVYING A TAX IN EXCESS OF THE TEN-MILL LIMITATION
AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS
IN CONNECTION THEREWITH**

WHEREAS, the Belmont County Board of Commissioners anticipates levying a tax in excess of the ten-mill limitation as described herein; and

WHEREAS, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No 201 enacted by the 122nd General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

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

SECTION 1. That pursuant to the provisions of Section 5705.192 of the Ohio Revised Code, it is necessary that a tax be levied in excess of the ten mill limitation for the benefit of Belmont County for the purpose of *a replacement of an existing tax for the benefit of Belmont County, Ohio for the purpose of providing the support of Children Services and the care and placement of children of Belmont County, pursuant to law, at a rate not exceeding thirty-five hundredths (0.35) mill for each one dollar (\$1.00) of valuation, which amounts to three and one-half cents (\$0.035) for each one hundred dollars (\$100.00) of valuation, for a period of ten (10) years, commencing with tax list year 2015 (Ohio Revised Code Section 5705.24)*

SECTION 2. That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at the General Election to be held on November 3, 2015. If approved by the electors, said tax levy shall first be placed upon the 2015 tax list and duplicate, for first collection in calendar year 2016.

SECTION 3. That pursuant to Section 5705.03 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the Belmont County Children Services Levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

SECTION 4. That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

Commissioner Thomas called for the adoption of the foregoing resolution, which was seconded by Commissioner Coffland, and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted this 24th day of June, 2015

**IN THE MATTER OF ADOPTING RESOLUTION DECLARING
THE NECESSITY OF SENIOR SERVICES TAX LEVY**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution declaring the necessity of levying a tax in excess of the ten-mill limitation regarding the five year, one-half (.50) mill **renewal** levy for senior services.

**RESOLUTION DECLARING IT NECESSARY
TO LEVY A RENEWAL TAX IN EXCESS OF THE TEN-MILL LIMITATION**

June 24, 2015

The Board of County Commissioners of Belmont County, Ohio, does hereby declare that the amount of taxes that may be raised by levy at the maximum rate authorized by law without a vote of the electors is insufficient and does hereby declare it necessary for an additional levy in excess of such rate.

BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, two-thirds of the members elected thereto concurring: **WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Belmont County, Ohio; therefore be it

RESOLVED, by the Board of Commissioners of Belmont County, Ohio, two-thirds of all members elected thereto concurring, that it is necessary to levy a tax in excess of the ten mill limitation for the benefit of Belmont County for the purpose of

A renewal of an existing tax for the benefit of Belmont County, Ohio to supplement the General Fund for the purpose of providing senior services including but not limited to, transportation, nutrition and in-home services) to elderly residents who are frail and/ or handicapped and cannot remain in their homes without these services provided pursuant to law, at a rate not exceeding one-half (1/2) mill for each one dollar (\$1.00) of valuation, which amounts to five cents (.05) for each one hundred dollars (\$100.00) of valuation, for a period of five (5) years, commencing with tax list year 2016 (Ohio Revised Code Section 5705.19(Y)

RESOLVED, that the question of levying additional taxes be submitted to the electors of said Belmont County at the General Election to be held at the usual voting places within said Belmont County on the 3rd day of **November 2015**, and be it further

RESOLVED, that said levy be placed upon the tax list of the current year after the February settlement next succeeding the election if a majority of the electors voting thereon vote in favor thereof;

BE IT FURTHER RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this resolution to the Board of Elections of Belmont County, Ohio, forthwith, as provided by law and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Commissioner Thomas moved for the adoption of the foregoing Resolution which was seconded by Commissioner Coffland, and the roll being called upon its adoption, the vote resulted as follows:

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

In Witness Whereof, the following have executed this instrument this 24th day of June, 2015.

Mark A. Thomas /s/
Mark A. Thomas, President
Matt Coffland /s/
Matt Coffland

*Commissioner Favede returned to the meeting.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:00 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of a public employee.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

Note: Barb Blake, Fiscal Manager, was also present in executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:20 A.M.**

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

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |
| Mr. Thomas | Yes |

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

**IN THE MATTER OF ISSUING A ONE DAY
WORKING SUSPENSION**

Motion made by Mrs. Favede, seconded by Mr. Coffland to issue a one day working suspension to the employee effective June 25, 2015, as a result of the pre-disciplinary conference report received June 19, 2015.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

**RESOLUTION – ORDER TO CLOSE ROAD
Sec. 5563.01 R.C.**

**IN THE MATTER OF THE VACATION OF
A PORTION OF PEASE TOWNSHIP ROAD 1482
(SHARON BLVD.)
PEASE TWP. SEC. 21, T-4, R-2/RD IMP 1129**

Office of County Commissioners
Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 24th day of June, 2015, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Thomas
Mr. Coffland

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of June 10, 2015, and a copy of this resolution be forwarded to the Pease Township Trustees.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote was as follows:

| | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

Adopted the 24th day of June, 2015.

Jayne Long /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

RESOLUTION – ORDER TO OPEN ROAD
Sec. 5563.01 R.C.

IN THE MATTER OF THE DEDICATION OF
A ROADWAY KNOWN AS THE TR99 CONNECTOR Office of County Commissioners
LOCATED IN RICHLAND TOWNSHIP Belmont County, Ohio
SEC. 22 AND 28, T-7, R-4/RD IMP 1130

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 24th day of June, 2015, at the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Thomas
- Mr. Coffland

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and
WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be dedicated, as ordered heretofore, made on journal of the date of June 10, 2015, and a copy of this resolution be forwarded to the Richland Township Trustees.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote was as follows:

- Mr. Thomas _____, Yes
- Mr. Coffland _____, Yes
- Mrs. Favede _____, Yes

Adopted the 24th day of June, 2015.

Jayne Long /s/

Clerk, Board of County Commissioners
Belmont County, Ohio

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:22 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:22 a.m.

Upon roll call the vote was as follows:

- | | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

Read, approved and signed this 1st day of July, 2015.

Mark A. Thomas /s/ _____

Matt Coffland /s/ _____ COUNTY COMMISSIONERS

Ginny Favede /s/ _____

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.

Mark A. Thomas /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK