

St. Clairsville, Ohio

August 10, 2016

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 APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$813,905.86

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

E-0051-A001-A08.000 Travel & Expenses	E-0051-A001-A28.000 Other Expenses	\$ 1,315.87
E-0051-A001-A16.000 Indigent Burial	E-0051-A001-A28.000 Other Expenses	\$ 3,969.49
E-0051-A001-A24.000 Infrastructure/ORC .026	E-0256-A014-A14.004 Work. Comp./GF	\$120,000.00
E-0051-A001-A24.000 Infrastructure/ORC .026	E-0051-A001-A10.000 Professional Services	\$ 70,000.00

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3704-P051-P09.000 Sewage Disposal	E-3704-P051-P07.011 Contract Services	\$2,000.00
E-3704-P051-P09.000 Sewage Disposal	E-3704-P051-P15.000 Other Expenses	\$3,500.00
E-3706-P055-P06.000 Contract Repairs	E-3706-P055-P07.011 Contract Services	\$700.00
E-9082-N082-N08.000 Bethesda Waterline	E-9082-N082-N07.000 Water Tanks	\$30,000.00

P90 SPECIAL EMERGENCY PLANNING FUND/LEPC

FROM	TO	AMOUNT
E-1720-P090-P07.002 Salaries	E-1720-P090-P03.000 Other Expenses	\$5,000.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S69.007 Unemployment	\$2,600.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/ HOLDING ACCOUNT CHARGEBACK FOR JULY, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/ Holding Account for the month of July, 2016.

Gross Wages P/E 07/09/16 THRU 07/23/16 TO

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	6,330.31
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	799.68
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	358.40
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,631.18
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	5,113.10
CO. CT. APPT. EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	212.80
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,649.42
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,792.82
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	731.28
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,515.55
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	7,901.70
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	535.81
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	5,032.24
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,168.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,734.38
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,850.18
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,574.29
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,116.04
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,881.03
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	12,510.84
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,917.90
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	864.04
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,961.87
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,529.26
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,292.58
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>389.94</u>
			94,426.94
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,306.15
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,315.85
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	896.11
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	517.59
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	507.85
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	403.21
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	483.60
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	395.58
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	919.63
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	46,150.72
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,034.18
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,951.07
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,867.06
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,321.92

ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,096.24
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,075.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	347.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,506.45
Care and Custody-Truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	559.93
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	587.26
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	359.69
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,187.60
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,287.85
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	10,670.81
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	648.93
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,188.07
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	166.08
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	36.83
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,130.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	7,213.95
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,409.93
JUV ACCTBLY - BLOCK GRANT	E-0914-S035-S05.000	R-9895-Y095-Y01.500	
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,265.41
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	28,657.95
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	15,397.72
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	80.60
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	538.96
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,561.72
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	409.52
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	367.72
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	36.40
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,317.53
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	516.60
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			280,373.25

Upon roll call the vote was as follows:

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

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

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

CARD MEMBER SERVICE/REFUND OF CREDIT BALANCE-\$376.85 deposited into R-0050-a000-A45.500 on 08/01/16. *Refund of credit balance on credit card/Favede.*

CASINO REVENUE Q2-2016/GENERAL FUND-\$198,354.62 deposited into R-0010-A000-A06.500 on 7/29/16.

CASINO REVENUE Q2-2016/N29 FUND-\$198,354.62 transferred from the General Fund to the N29 Fund on 08/17/16.

OIL & GAS RECEIPTS/GENERAL FUND-\$27,058.50 deposited into R-0050-A000-A02.500 on 08/02/16. *Lease bonus-01/27/16-Rice Drilling D LLC, CK# 3500823.*

REIMBURSEMENT/COMMISSIONER FAVEDE-\$1.85 deposited into R-0050-A000-A45.500 on 08/01/16. *Reimbursement for charge on credit card for which no receipt was available.*

TRANSFER FROM GENERAL FUND TO O50 BOND FUND-\$27,058.50 transferred from General Fund to O50 Fund on 08/17/16.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated August 10, 2016 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows: **DJFS**-Michael Schlantz to Cadiz, OH, on August 17, 2016, for a WIOA Youth meeting. Michael Schlantz to Cadiz, OH, on August 19, 2016, for a WIOA WDB meeting. Linda Kinter and Shelley Schramm to Marysville, OH, on August 23, 2016, for a Monthly in Persons Readiness meeting. Michael Schlantz to Cadiz, OH, on August 26, 2016, for a WIOA Cog meeting. County vehicles will be used for travel. Estimated expenses: \$48.00.

SENIOR SERVICES-Donna Steadman to New Philadelphia, OH, on August 12, 2016, for a senior center outing to Schoenbrunn Village & Museum. Sue Hines to Triadelphia, WV, on August 12, 2016, for a senior center outing to The Highlands. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 27, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE NOTICE OF RETIREMENT FOR JANET NEUMAN, UNIT SUPPORT WORKER II/SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the notice of retirement for Ms. Janet Neuman, Unit Support Worker II at Senior Services of Belmont County, effective October 1, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING INTERMITTENT LPN/PARAMEDIC GABBRIAL TEASDALE TO MOVE TO FULL-TIME LPN/PARAMEDIC/JAIL

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve intermittent LPN/Paramedic Gabbrial Teasdale to move to full-time LPN/Paramedic at the Belmont County Jail effective August 14, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER #3 FROM BORDER PATROL, LLC/FAIRGROUNDS SEWERAGE PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #3 from Border Patrol, LLC, in the decreased amount of \$8,659.76 to adjust line item quantities for the Fairgrounds Sewerage Project; revised project cost \$799,178.40.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING SEWER PROJECT AGREEMENT TO TRANSFER PROPERTY FROM OHIO VALLEY PLACE, LLC TO BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the sewer project agreement to transfer property, occupied by a newly constructed lift station near the new Residence Inn at the Ohio Valley Mall, from the Ohio Valley Place, LLC, to Belmont County Sanitary Sewer District.

SEWER PROJECT AGREEMENT

This Sewer Project Agreement (hereinafter the "Agreement") is entered into this 10th day of August, 2016, by and between the Belmont County Sanitary Sewer District by the Belmont County Board of County Commissioners (hereinafter the "District") and Ohio Valley Place, LLC, an Ohio limited liability company (hereinafter the "Developer"). In consideration of the mutual promises herein contained on behalf of the District and Developer, the parties do hereby agree as follows:

1. The Developer has built, at its own expense, a sewage lift station and sewer lines (the "System") to the District's specifications. The installation, size, type of fittings, manholes, pump(s), lift station and all other components of the System were approved by the District and Ohio EPA prior to construction. The System shall become the property of the District, and the District shall operate, maintain, repair and restore the System in accordance with all applicable local, state and federal laws, rules, codes and regulations.
2. The sewage lift station portion of the System is located on property currently owned by the Developer (the "Property"), which is described on Exhibit A of this Agreement, attached hereto and made a part hereof. The Developer agrees to convey the Property to the District, subject to the provisions of Article 3 of this Agreement.
3. The District (or any successor governmental entity performing the same functions as the District) shall use the Property solely for the operation of the System and any other use of the Property shall be strictly prohibited. If the sewage lift station portion of the System is subsequently no longer located on the Property, or if the District (or any successor governmental entity performing the same functions as the District) determines that ownership of the Property is not necessary or prudent, then the District covenants and agrees to convey the Property back to the Developer. Prior to conveying the Property back to the Developer, the District (or any successor governmental entity performing the same functions as the District) will restore the Property to a condition that is, in the Developer's reasonable opinion, the same or better than the condition of the Property prior to the construction of the System, and such restoration of the Property will be in accordance with all applicable local, state and federal laws, rules, codes and regulations.
4. This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio.
5. Neither this Agreement nor any interest hereunder shall be assigned or transferred by the District.
6. This Agreement may be executed in any number of counterparts, each of which shall be considered an original. The Developer and the District acknowledge and agree that counterparts of this Agreement delivered electronically via email shall be effective as originals.
7. This Agreement contains the entire understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed upon the day and year first above written.

Signed in the presence of:

Ohio Valley Place, LLC

By: Anthony M. Cafaro Jr. /s/
Anthony M. Cafaro, Jr., Authorized Agent

Signed in the presence of:
(Each as to all signatures)

Belmont County Board of County Commissioners

Jayne Long /s/

By: Ginny Favede /s/
Ginny Favede, President

Bonnie Zuzak /s/

By: Matt Coffland /s/
Matt Coffland, Vice President

By: Mark Thomas /s/
Mark Thomas, Commissioner

Signed in the presence of:
Mark Esposito /s/

Belmont County Sanitary Sewer District

By: Kelly Porter /s/
Kelly Porter, Director

Approved as to form:

David K. Liberati /s/

Assist Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT
16-4 BEL-54-3.62 SLIP REPAIR TO OH-WV EXCAVATING COMPANY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's Project 16-4 BEL-54-3.62 Slip Repair to the lowest bidder, Ohio-WV Excavating Company in the amount of \$83,750.00, 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 ROADWAY USE MAINTENANCE
AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE
WITH ANTERO RESOURCES CORP /BRONSON PAD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Antero Resources Corp., effective August 10, 2016, for the purpose of "Drilling Activity" at 0.09 miles of CR 28 (Boston Road) at the Bronson Pad.

Note: Bond not required per County Engineer Fred Bennett. Antero Resources will make improvements to the road before drilling.

**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 whose address is 1615 Wynkoop Street, Denver, CO 80202 (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 [DEVELOPMENT SITE NAME], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [DEVELOPMENT SITE NAME] (hereafter collectively referred to as "oil and gas development site") located in Somerset Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.09 miles of (CR 28) and miles of (Boston Road) for the purpose of ingress to and egress from the [Bronson Well Site], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [DEVELOPMENT SITE NAME] (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a

written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. The portion of CR 128, to be utilized by Operator hereunder, is that exclusive portion beginning at the Monroe County line. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR(128) for any of its Drilling Activities hereunder.
2. The portion of CR/TR(128), to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR 128 for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator 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 Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of _____ & 00/100 DOLLARS (\$_____.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 August 10, 2016.
Executed in duplicate on the dates set forth below.

Authority

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Matt Coffland /s/

Commissioner/Trustee

By: Ginny Favede /s/

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: 8-10-16

Operator

By: Kevin Kilstrom /s/

Printed name: Kevin Kilstrom

Company Name: Antero Resources Corporation

Title: Senior Vice President of Production

Dated: July 25, 2016

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

County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO ROADWAY USE MAINTENANCE AGREEMENT
FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH
REGENCY UTICA GAS GATHERING, LLC /OHIO RIVER TRUNKLINE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Regency Utica Gas Gathering, LLC, effective August 10, 2016 for the purpose of "Pipeline Activity" at 0.1 miles of CR 5 (Emerson Road) at the Ohio River Trunkline.

Note: Blanket Bond # 019044570 for \$2 million on file.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Regency Utica Gas Gathering, LLC, whose mailing address is 101 West Third Street, Williamsport, Pa 17701 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use 0.1 miles of CR 5 (Emerson Road) for the purpose of ingress to and egress from the pipeline facilities [OHIO RIVER TRUNKLINE], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

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

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

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

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

1. The portion of CR 5 (Emerson Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the Jefferson County Line and ending at the intersection of TR 519 (Hertler Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 (Emerson Road) for any of its Pipeline Activities hereunder.
2. Those portions of said roads and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
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 Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall considered to be included in the County-Wide bond on file at the County. 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

- 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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
 - 12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
 - 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 August 10, 2016 .
- Executed in duplicate on the dates set forth below.

<p>By: <u>Mark A. Thomas /s/</u> Commissioner</p> <p>By: <u>Matt Coffland /s/</u> Commissioner</p> <p>By: <u>Ginny Favede /s/</u> Commissioner</p> <p>By: <u>Fred F. Bennett /s/</u> County Engineer</p> <p>Dated: 8-10-16</p> <p>Approved as to Form: <u>David K. Liberati /s/ assist</u> County Prosecutor</p>	<p style="text-align: center;">Authority</p> <p>By: <u>Kevin Roberts /s/</u></p> <p>Printed name: <u>Kevin Roberts</u></p> <p>Company Name: <u>REGENCY UTICA GAS GATHERING LLC</u> By: <u>Regency Gas Services LLP, sole member</u> By: <u>Regency OLP GP LLC, general partner</u></p> <p>Title: <u>Director of Environmental</u></p> <p>Dated: <u>7/25/16</u></p>
---	---

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION FOR VACATION OF RT-OF-WAY OF TWP. RD. 154 IN WARREN TWP./RD. IMP 1147

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following Public Road Petition for "vacation of the Rt.-of-Way of Twp. Road 154 located in Warren Township, Sec. 20 T-8, R-6 and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1147 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04
WITH PETITION
Belmont County, Ohio**

**July 22, 2016
IMP- 1147**

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of the Rt-of-Way of Twp. Rd 154 which is located in Warren Twp. Section 20, T-8, R-6.

a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Starting at the intersection of Twp. Rd 154 and Twp. Rd 155 (Gobblers Knob) going in a southern direction on Twp. Rd. 154 for 1,010 feet.

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
<u>Sheryl L. Schaner /s/</u>	36910 Fairview St.
Sheryl L. Schaner	Barnesville, Oh 43713
<u>Richard Scott Schaner /s/</u>	36910 Fairview St
Richard Scott Schaner	Barnesville, Ohio 43713

<i>Beverly Yudasz /s/</i>	361 South Chestnut St
Beverly Yudasz	Barnesville Oh 43713
<i>Doyle Crooks /s/</i>	36781 Fairview St
Doyle Crooks	Barnesville, OH 43713
<i>Kimberly S Crooks /s/</i>	36781 Fairview St
Kimberly S. Crooks	Barnesville, OH 43713
<i>John W Carpenter /s/</i>	36820 Fairview St.
John W Carpenter	Barnesville Ohio 43713
<i>Susan V. Mayberry /s/</i>	36780 Fairview St
Susan V. Mayberry	Barnesville, Ohio 43713
<i>John Jay Mayberry /s/</i>	36780 Fairview St
John Jay Mayberry	Barnesville, Ohio 43713
<i>Miranda E. Schramm /s/</i>	401 N. Lincoln Ave.
Miranda E. Schramm (MacMillan)	Barnesville, OH 43713
<i>Matt Dillon /s/</i>	37897 Harrys Ridge Rd
Matt Dillon	Barnesville Ohio 43713
<i>Denis Stewart /s/</i>	214 West South St.
Denis Stewart	Barnesville, Oh 43713
<i>K Wells /s/</i>	34225 Holland Rd.
Kelly Wells	Barnesville OH 43713
Karen Mowery	303 S. Broadway St.
<i>Karen Mowery /s/</i>	Barnesville, Oh 43713
<i>Greg E William /s/</i>	303 South Chestnut St
Gregory William	Barnesville Ohio 43713
<i>Sue Lambert /s/</i>	109 W. Leatherwood Pike
Sue Lambert	Barnesville, OH 43713
<i>Shane Wells /s/</i>	59863 Hall Boston Rd
Shane Wells	Barnesville OH 43713
<i>Rodney Wells /s/</i>	34225 Holland Rd
Rodney Wells	Barnesville Ohio 43713

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF THE
RT-OF-WAY OF TWP. RD. 154 LOCATED IN
WARREN TWP. SEC. 20, T-8, R-6/RD IMP 1147**

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1147**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 10th day of August, 2016 at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

Mrs. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a Rt-of-Way of Twp. Rd. 154 located in Warren Township Section 20, T-8, R-6, Belmont County, Ohio.

RESOLVED, That the 24th day of August, 2016 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 31st day of August, 2016, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted August 10, 2016

Jayne Long /s/

Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating," "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec. 5553.05
ROAD IMP. # 1147**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of the Rt-of-Way of Twp. Rd. 154 which is located in Warren Twp. Section 20, T-8, R-6.

Starting at the intersection of Twp. Rd 154 and Twp. Rd 155 (Gobblers Knob) going in a southern direction on Twp. Rd. 154 for 1,010 feet.

Said Board of County Commissioners has fixed the 24th day of August, 2016, at 12:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 31st day of August, 2016, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

**By Order of the Board of County Commissioners,
Belmont County, Ohio**

Jayne Long /s/

Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays: August 16, 2016 and August 23, 2016

**IN THE MATTER OF APPROVING AND SIGNING THE ENGAGEMENT
LETTER WITH BRICKER & ECKLER, LLP, FOR PROFESSIONAL SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Engagement Letter with Bricker & Eckler, LLP, for professional services.

Belmont County Commissioners
Attention: Jayne Long
100 W. Main Street
St. Clairsville, Ohio 43950

Re: Engagement Letter

Dear Belmont County Commissioners:

We are pleased that Bricker & Eckler LLP (the "Firm") has been asked to serve as counsel in providing assistance and guidance in connection with the formation of a convention facility in Belmont County, Ohio (the "Matter"). The principal purpose of this letter is to set forth the nature of our engagement and the terms and conditions of our representation, which representation is subject to the approval of our Firm's Client Management Committee. We understand that the Board of County Commissioners for Belmont County, Ohio (the "County") is our client for purposes of this engagement, and not any individual commissioners, officers, or employees of the County. However, while we will be representing the County, we will be looking to you and others designated by you as our primary contacts.

This engagement is limited to the Matter described above. However, to the extent we both agree that additional legal services will be provided and a new engagement letter is not executed, the terms of this letter will apply to the additional services.

You agree to cooperate fully with us on this Matter and to fully and accurately disclose to us all facts, circumstances, and documents that may be relevant to the Matter or that we may otherwise request. During the course of this project, we may express opinions or beliefs concerning the Matter, various courses of action and the outcome that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Either of us may terminate the engagement at any time, subject on our part to the applicable rules of professional responsibility. Unless previously terminated, or unless we agree to perform additional work for the County, our representation of the County will terminate upon completion of the Matter and submission of a final statement for our services. After completion of the Matter, changes may occur in laws, regulations, or case law that could affect your future rights or liabilities. Unless you engage us and we agree to provide additional services, the Firm has no continuing obligation to advise you with respect to future legal developments.

In undertaking any representation of a client, we perform a formal conflicts check within our office. Based on our initial conversation with you and our formal conflicts check, we have found no apparent conflicts with respect to representation of the County in this Matter. However, if at any time during our representation we become aware of a conflict or determine that the representation of the County would conflict with our previous representation or relationship with other clients, we will discuss it with you.

Additionally, we require assurance that our representation of the County in this Matter will not later be raised as an actual or potential conflict of interest in any future matter in which we may be representing other parties and not representing the County. This means that, by retaining us as your legal counsel for this Matter, you are waiving the right to disqualify the Firm from acting as counsel for other parties in any other matter which may be adverse to or otherwise involve or affect the County's rights or interests, but for which we have not agreed to represent the County. This prospective waiver will not apply in any matter adverse to the County if, as a direct result of representation of the County in this Matter, we have obtained proprietary or otherwise confidential information that, if known to the other party, could be used in the matter adverse to the County to the material disadvantage of the County.

In addition to the legal work the Firm provides to our clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm who have engaged us to perform such services ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before the Ohio General Assembly and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to, seeking the enactment, repeal, or amendment of various laws, regulations, or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the County's interests.

By executing this engagement letter, the County is acknowledging that it has not retained the Firm to provide Government Relations Services, and our work for the County in this Matter will not disqualify the Firm from providing Government Relations Services to other clients, even when the interests of the client for whom we are providing Government Relations Services are adverse to the County's interests. To the extent such Government Relations Services present an actual or prospective legal conflict of interest, by executing this engagement letter the County is agreeing to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

We will bill the County based on the billing rate for each attorney and legal assistant devoting time to this Matter. Aaron Bruggeman will serve as your primary contact for purposes of communication and will delegate to other personnel as appropriate to handle particular projects or issues. Aaron's billing rate on this Matter will be \$275.00 per hour. Also working on this matter will be Chris Schmenk. Chris' billing rate is \$375.00 per hour. Time devoted by legal assistants is charged at billing rates ranging from \$90.00 to \$225.00 per hour. Fees and expenses of others (such as abstractors, consultants, and expert witnesses) will not be paid by us, but will be billed directly to you. Our hourly rates may be subject to an increase from time to time in the normal course of our business.

We render our statements on a monthly basis, and statements are due and payable upon receipt. The monthly statements will include a description of the out-of-pocket disbursements which were incurred in the performance of our services on your behalf. These out-of-pocket disbursements which your organization will be responsible for paying include long distance telephone charges, telecopy charges, filing fees, copying charges, delivery fees, travel expenses, and similar costs.

If the terms of this representation are agreeable to the County, please sign one copy of this letter and return it to me via fax or e-mail. Upon receipt of the signed engagement letter, we will commence work on the Matter.

On behalf of the Firm, we again express our appreciation that you have retained us as your counsel.

Very truly yours,

Matthew W. Warnock /s/
By: Matthew W. Warnock
Partner
BOARD OF COUNTY COMMISSIONERS FOR
BELMONT COUNTY, OHIO
By: Mark A. Thomas /s/
Title: Commissioner
By: Matt Coffland /s/
Title: Commissioner
By: Ginny Favede /s/
Title: Commissioner
Date: 8-10-16

BRICKER & ECKLER LLP
Aaron M. Bruggeman
By: Aaron M. Bruggeman

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION
AUTHORIZING AMENDMENT NO. 11 TO AN AGREEMENT OF
SUBLEASE BETWEEN OHIO DEPARTMENT OF YOUTH SERVICES
AND BELMONT COUNTY COMMISSIONERS/OAKVIEW JUVENILE RESIDENTIAL CENTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution authorizing the execution of Amendment No. 11 to an Agreement of Sublease between the Ohio Department of Youth Services and Belmont County Commissioners, in the amount of \$146,625.00 with respect to Oakview Juvenile Residential Center.

Note: Oakview Juvenile Residential Center has received additional capital funds for renovations for the facility.

**AMENDMENT NO. 11 TO
AGREEMENT OF SUBLEASE
between
OHIO DEPARTMENT OF YOUTH SERVICES
and the
BELMONT COUNTY, OHIO**

This AMENDMENT NO. 11 TO AGREEMENT OF SUBLEASE (“Amendment”), dated as of August 10, 2016 between the DEPARTMENT OF YOUTH SERVICES (the “Department”) and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BELMONT, OHIO (the “Board”);

WITNESSETH:

WHEREAS, the Department and the Board previously entered into an Agreement of Sublease (as the same has been amended previously, the “Original Sublease”) with respect to the Oakview Juvenile Residential Center (the “Project”); and

WHEREAS, the parties hereto desire to amend the description of the Project set forth in Exhibit A to the Original Sublease in order to more accurately describe the Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereto agree as follows:

Section 1. Amendment and Restatement of Exhibit A. Exhibit A to the Original Sublease is hereby amended and restated in its entirety in the form of 11th Amended and Restated Exhibit A attached hereto and made a part hereof.

Section 2. Original Sublease Unaltered. Except as expressly modified hereby, the Original Sublease remains unaltered and in full force and effect. This Amendment shall be considered an integral part of the Original Sublease and all references to the Sublease in the Original Sublease or any document referring thereto shall, on and after the date of this Amendment, be deemed to be references to the Original Sublease, as amended, including as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first hereinabove set forth, but actually on the dates of their respective acknowledgements.

DEPARTMENT OF YOUTH SERVICES

By: _____
Director

BELMONT COUNTY, OHIO

By: Mark A. Thomas /s/
Commissioner

By: Matt Coffland /s/
Commissioner

By: Ginny Favede /s/
Commissioner

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF TWO 2016 4X4
CHEVROLET COLORADO PICK-UP TRUCKS/SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote No. 52016R from Delivery Concepts, Central, for the purchase of two 2016 4x4 Chevrolet Colorado pick-up trucks uplifted with the hot shot truck body at a unit cost of \$46,155.06 based upon the recommendation of Gary Armitage, Executive Director. *(NOTE: This is a revised quote from the one originally approved 07/06/16 due to a change in the supplier. These are fleet replacements and will be paid for with Senior Services Levy funds.)*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST #10 FROM VENDRICK
CONSTRUCTION, INC./SENIOR SERVICES COMMUNITY BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 10 from VendRICK Construction, Inc., in the amount of \$386,600.40 for the Senior Services of Belmont County - Community Building, Project # 14-019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAYMENT OF INVOICE FROM DDP AND ASSOCIATES/FLUSHING SENIOR CENTER PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve payment of the invoice dated July 30, 2016, from DDP and Associates in the amount of \$289.50 (\$250.00 for Construction Administration Services and \$39.50 for reimbursables) for June and July Construction Administration Services for the Flushing Senior Center, Project # 15-858.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID AND ENTERING INTO A CONTRACT WITH CARNEY & SLOAN, INC/KITCHEN EQUIPMENT/ SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid to and enter into a contract with Carney & Sloan, Inc., in the amount of \$311,526.00 (\$311,316.00 base bid plus one add alternate of \$210.00 for an Everpure #EV9324-01 Ice Maker Water Filtration System) for kitchen equipment for the new Senior Services of Belmont County – Community Building, based upon the recommendation of Jeremy Greenwood, Project Architect of Record.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-NONE

9:30 Public Hearing-Road Improvement #1144

Re: Vacation of Alley in Bannock off of Township-1023

Present: Fred Bennett, County Engineer and Will Eddy, Drafting Tech. Mr. Eddy reviewed maps with the Board of Commissioners. Mr. Eddy said when Bannock was created, roads were put in and this road was never developed. There was no opposition at the view. Present at the viewing were Commissioner Coffland, Mr. Bennett, Mr. Eddy, Deputy County Engineer Terry Lively and Mr. & Mrs. Paxton, residents.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP # 1144
DATE: July 27, 2016**

IN THE MATTER OF THE VACATION OF ALLEY OFF OF TWP. RD 1023 PINE AVE. ALLEY IN BANNOCK RICHLAND TWP. SEC. 29 T-07 R-04

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated **August 3, 2016, 2016** proceeded on the **August 10, 2016** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:
“See attached Plat “

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted.

Fred F. Bennett /s/
Fred. F. Bennett P.E. P.S.
COUNTY ENGINEER OF BELMONT CO, OH

IN THE MATTER OF GRANTING THE VACATION OF ALLEY OFF OF TWP.-1023 (PINE AVE. ALLEY) IN BANNOCK, RICHLAND TWP. SEC. 29, T-7, R-4 NORTHWEST QUARTER/RD IMP 1144

Office of County Commissioners
Belmont County, Ohio

RESOLUTION-GRANTING PROPOSED IMPROVEMENT ORDERING RECORD, ETC.

Rd. Imp. #1144

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 10th day of August, 2016 in the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

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

Adopted the 10th day of August, 2016

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

**IN THE MATTER OF QUARTERLY TOURISM REPORT
FOR APRIL, MAY AND JUNE, 2016**

9:45 Doc Householder, Tourism Executive Director

Re: Quarterly Tourism Report

Doc provided his report for April, May and June, 2016. Doc received the County Development Award at the Belmont County Bar Association Annual Dinner. Brochures and rack cards were delivered to the Wheeling area. Banner with Tourism’s new logo was hung at the two main entrances at Jamboree in the Hills.

**IN THE MATTER OF ADOPTING THE RESOLUTION
IN RECOGNITION OF THE STATE SCIENCE DAY PARTICIPANTS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution in recognition of State Science Day participants.

**RESOLUTION IN RECOGNITION OF
STATE SCIENCE DAY PARTICIPANTS**

WHEREAS, each year State Science Day brings over 1000 of the best and brightest scientists in Ohio to compete and is recognized throughout the United States of America as the pinnacle of student originated inquiry based science education; and

WHEREAS, the State Science Day is the academic equivalent of a State Athletic championship and is the largest event of its kind in the nation for students in grades 5 – 12 using “STEM”(science, technology, engineering, and mathematic) research, while also incorporating their communication skills; and

WHEREAS, STEM is the core of our country’s economic future. Students who study science technology, engineering and mathematics today are identified as critical to our nation’s future; and

WHEREAS, the Belmont County Board of Commissioners does hereby recognize and publicly congratulate [Nathan Bell, Daniel Cermak, Kamryn Conners, Owen Davis, Bry Dickinson, Spencer Eichmann, Bailey Gallagher, Kylie Gallagher, Laruen Garan, Abby Giffin, Alina Handte, Spencer Helms, Scott Kuckuck, Sarah Lendon, Dayton Mayle, Bailee McNamara, Nia Moore, Jacob Richards, Allison Sauvageot, Timmy Stoffer, Michael Taskalines, Anthony Vcelka III, Eliana Watt, Kaylynn Yockey] on his/her achievement in The Ohio Academy of Science State Science Day.

NOW, THEREFORE BE IT RESOLVED, that the Board considers it a privilege to recognize the best and brightest our county has to offer and does encourage all citizens of Belmont County to join in extending congratulations to those Belmont County students for their achievements while participating in the 2016 State Science Day.

Adopted this 10th day of August 2016.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

The Board of Commissioners congratulated all of the winners on a job well done.

10:30 Agenda Item: Belmont County Dept. of Job & Family Services

Re: Child Support Awareness Month and School Clothes for Kids Program

Present: Judge Frank Fregiato, Judge Mark Costine, Dept. of Job & Family Services Director Vince Gianangeli and DJFS staff: Sarah Horne, Dave Badia, Kim Rico, Karie Hunkler, Kara Purtiman, Kathy Probst, Dave McFarlan, Erin Greenwood, Don Giffin and Corey Alexander.

**IN THE MATTER OF ADOPTING THE RESOLUTION
RECOGNIZING CHILD SUPPORT AWARENESS MONTH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution recognizing Child Support Awareness Month.

**RESOLUTION
RECOGNIZING
CHILD SUPPORT AWARENESS MONTH**

WHEREAS, Ohio holds the well-being of our children in the highest regard, and we are dedicated to supporting them physically, mentally, educationally and financially, for their own benefit and the for the benefit of the entire state; and

WHEREAS, Ohio’s parents and caretakers are responsible for providing this support, in partnership with multiple judicial, educational and social service organizations. We honor parents, caretakers and organizations for providing these essential supports; and

WHEREAS, emotional and financial support are key elements not only in children’s educational achievement, but in their future socioeconomic success; and

WHEREAS, the Ohio Office of Child Support will continue to work with county and federal partners to improve services to children and families; and

WHEREAS, this month is dedicated to highlighting the importance of Child Support and to encourage all citizens to help provide a better future for our children and Ohio.

NOW, THEREFORE, We, Matt Coffland, Ginny Favede and Mark Thomas, Commissioners of the County of Belmont, do hereby recognize August, 2016 as

CHILD SUPPORT AWARENESS MONTH

Throughout Belmont County and encourage everyone to remember that “Support is Key” and to invest in the future of one of our greatest assets: our children. The strength of our families and of our state depends on supporting our children and providing the keys to their success.

Adopted on this 10th day of August, 2016

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

Mr. Gianangeli thanked the Board of Commissioners for recognizing Child Support Awareness month. Mr. Gianangeli said, “Ohio bases its child support program on the fundamental belief that children in the program deserve the same financial support as those children in an intact family. If children truly are our future, then it is imperative that the child support program aid in the healthy development of children, including

the emotional and financial support of both parents.” Mr. Gianangeli noted child support is a growing source of income for single parent families, making up 39% of their total income. Belmont County Child Support Enforcement Agency has a caseload of 4,500 with collections amounting to \$10,559,925 For State Fiscal Year 2016. Mrs. Favade said this is a perfect example of the good work that government does.

Vince Gianangeli, Director, Bel. Co. Dept. of Job & Family Services

Re: School Clothes for Kids Program

Mr. Gianangeli said \$550,000 of Temporary Assistance to Needy Families (TANF) funds will be available to serve up to 1,375 children whose families are at or below 150% of the federal poverty levels. The program will be offered at the Ohio Valley Mall. “By conducting the program at the 150 % thresh-hold for federal poverty, allows us to serve those most needy families in our community. This program will be a huge lift to those families that desperately need our assistance. Our workers are to be commended for their hard work and dedication in making sure this program runs smoothly,” said Mr. Gianangeli.

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

Motion made by Mrs. Favade, seconded by Mr. Coffland to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees, and ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:35 A.M.**

Motion made by Mrs. Favade, seconded by Mr. Coffland to exit executive session at 11:35 a.m.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF ACCEPTING DAISY BRAUN’S
BID FOR MARTINS FERRY SENIOR CENTER DIRECTOR**

Motion made by Mrs. Favade, seconded by Mr. Coffland to accept Daisy Braun’s bid for the open Martins Ferry Senior Center Director position, effective date to be determined.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:36 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:36 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 17th day of August, 2016.

Ginny Favede /s/ _____

Mark A. Thomas /s/ _____ COUNTY COMMISSIONERS

Matt Coffland /s/ _____

We, Ginny Favede 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.

Ginny Favede /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK