

St. Clairsville, Ohio

October 5, 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 \$457,383.93

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:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0040-A002-G12.000 Bondsman	E-0051-A001-A50.000 Budget Stabilization	\$474.00
E-0051-A001-A24.000 Infrastructure/ORC .026	E-0055-A004-B19.000 Cty. Bldgs.	\$100,000.00
E-0051-A001-A08.000 Travel & Expenses	E-0051-A001-A50.000 Budget Stabilization	\$378.70
E-0051-A001-A09.000 Advertising/Printing	E-0051-A001-A50.000 Budget Stabilization	\$154.20
E-0051-A001-A14.012 Equipment	E-0051-A001-A50.000 Budget Stabilization	\$114.08
E-0051-A001-A27.007 Unemployment Comp.	E-0051-A001-A50.000 Budget Stabilization	\$182.70
E-0051-A001-A29.000 Bel-O-Mar	E-0051-A001-A50.000 Budget Stabilization	\$208.87
E-0250-A006-H05.000 Contract Serv-Ambulance	E-0051-A001-A50.000 Budget Stabilization	\$45,500.00
E-0252-A008-C01.000 Fees-Registration	E-0051-A001-A50.000 Budget Stabilization	\$963.20
E-0254-A009-E01.000 Grants-Mandated Share	E-0051-A001-A50.000 Budget Stabilization	\$123,287.98
E-0256-A014-A01.000 CORSA Costs	E-0051-A001-A50.000 Budget Stabilization	\$13,807.67
E-0256-A014-A05.000 Official Bonds	E-0051-A001-A50.000 Budget Stabilization	\$1,255.00
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A10.000 Prof. Services	\$20,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A13.000 Postage	\$20,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A90.002 Salaries-Nurses	\$30,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A91.003 PERS	\$4,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0055-A004-B01.002 Salaries-Employees	\$50,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0055-A004-B16.003 PERS	\$8,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0257-A015-A14.000 Attorney Fees	\$50,000.00
E-0057-A009-F08.000 Other Expenses	E-0057-A006-F06.011 Vet. Services	\$5,000.00

P05 WWS #3 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P25.000 Purchased Water	E-3702-P005-P31.000 Other Expenses	\$25,000.00

P55 SSD #3A REVENUE FUND (PENNSWOOD)/BCSSD

FROM	TO	AMOUNT
E-3706-P055-P03.012 Equipment	E-3706-P055-P15.000 Other Expenses	\$500.00

S79 CERTIFICATE OF TITLE ADMIN FUND

FROM	TO	AMOUNT
E-6010-S079-S04.000 Materials	E-6010-S079-S03.010 Supplies	\$10,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

T10 WATER AND SEWER GURANTEE DEPOSIT AND VARIOUS BCSSD FUNDS

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$ 688.56
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$ 554.38
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$ 202.50
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$ 223.25
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$ 214.51

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated October 5, 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:
AUDITOR'S-Doug DeVault and Anthony Rocchio to Reynoldsburg, OH, on November 15, 2016, for 2016 Ohio Weights & Measures Fall Training School. A county vehicle will be used for travel.
COMMISSIONERS-Matt Coffland and Auditor Andy Sutak to Marietta, OH, on October 7, 2016, for the Buckeye Hills General Policy Council Meeting and Luncheon. A county car will be used for travel.
DJFS-Judy Beckett and Laurie Mayeres to Columbus, OH, on October 27-28, 2016, for the Specialized Dockets Annual Conference. A county vehicle will be used for travel. Estimated expenses: \$455.00.
SENIORS-Linda Wells to Berlin, OH, on October 11, 2016, for a senior outing in Amish Country. Sandy Milovac to Amish Country on October 20, 2016, for a senior outing. County vehicles will be used for travel.
TREASURER'S-Katherine Kelich to Columbus, OH, on November 15-17, 2016, for the County Treasurer's Association Spring Conference. Estimated expenses: \$800.00.

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 September 28, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING RESIGNATION OF DAVID BELTRONDO, PART-TIME DRIVER/SSOBC

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of David Beltrondo, part-time driver for Senior Services of Belmont County, effective October 7, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR PART-TIME CENTER DIRECTOR/SSOBC

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve advertising for a part-time Center Director for Senior Services of Belmont County.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING RESIGNATION OF DANIEL BILLETTER, KENNEL STAFF

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of Daniel Billetter, kennel staff for Belmont County Dog Shelter, effective September 30, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF PAY SUPPLEMENTS FOR MR. DAVID BADIA AND MS. CHRISTINE PARKER – PROGRAM ADMINISTRATORS AT BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

WHEREAS, the Ohio Revised Code empowers, the Belmont County Board of Commissioners to establish compensation and set benefit levels for the Belmont County Department of Job and Family Services non-bargaining unit employees and,
WHEREAS, Mr. Badia and Ms. Parker have been assigned additional responsibilities beyond their current duties because of past reorganizations and management changes.
NOW THEREFORE, BE IT RESOLVED, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to give a \$2.00 per hour supplement to Mr. David Badia and Ms. Christine Parker, effective October 3, 2016.

Upon roll call the vote was as follows:

Mrs. Favede
Mr. Coffland
Mr. Thomas

IN THE MATTER OF APPROVING AGREEMENT FOR MUTUAL TERMINATION OF CONTRACT WITH DRAFT-CO, INC./ DIGITAL CONVERSION OF 4,049 PARCELS/GIS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and execute the Agreement for Mutual Termination of the contract with Draft-Co, Inc., originally entered into on November 18, 2015, for the digital conversion of 4,049 parcels.

AGREEMENT FOR MUTUAL TERMINATION OF CONTRACT

This Agreement for Mutual Termination of Contract, hereinafter "Termination" entered into this 5th day of October, 2016, by and between Belmont County, Ohio, a Political Subdivision, by and through the Belmont County Commissioners, hereinafter "County" and Draft-co, Inc., hereinafter referred to as "Draft-co."

WITNESSETH

WHEREAS, County and Draft-co entered into a contract in November, 2015, wherein Draft-co was to perform certain GIS Digital Mapping services pursuant to an RFP (the Agreement); and

WHEREAS, Draft-co has performed some work pursuant to the Agreement, but it has been determined by both parties that it is in their mutual interest to terminate said Agreement.

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

- (1) Upon execution of this Termination, the Agreement between the parties entered into in November, 2015, is hereby terminated; and
- (2) Upon execution of this Termination, County shall pay to Draft-Co the sum of \$660.00 which Draft-co acknowledges constitutes full and complete payment for all services rendered by Draft-co to County pursuant to the Agreement; and
- (3) Neither party has any further obligations pursuant to the terms of said Agreement and said Agreement shall be deemed to be closed and terminated by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement for Mutual Termination of Contract as of the date first above written.

DRAFT-CO, INC.

By: J.S. Davenport /s/

Its: CEO

BELMONT COUNTY COMMISSIONERS

By: Ginny Favede /s/

Ginny Favede, President

Matt Coffland /s/

Matt Coffland, Vice President

Mark A. Thomas/s/

Mark A. Thomas

Approved as to form by:

David K. Liberati /s/ assist

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDERS FROM VENDOR CONSTRUCTION, INC./SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following Change Orders for VendRick Construction, Inc., for the Senior Services of Belmont County-Community Building, Project #14-019:

- Change Order #15 in the amount of \$5,856.00 to upgrade the original Resinous flooring in the kitchen; revised project cost \$6,083,531.00.
- Change Order #16 in the amount of \$2,660.00 to upgrade the proposed glass in the storefront doors to double pane insulated glass; revised project cost \$6,086,191.00.
- Change Order #17 in the amount of \$2,196.00 for additional roof vents for the Multi-Use Room and Cupola; revised project cost \$6,088,387.00.
- Change Order #18 in the amount of \$684.00 to install three (3) attic access hatches in the Multi-Purpose Room as required by the local Authority Having Jurisdiction (Cumberland Trail Fire Department); revised project cost \$6,089,071.00.

Upon roll call the vote was as follows:

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

Mrs. Favede noted the project is still on time and under budget.

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN FOR MAXIMUS CONSULTING SERVICES, INC. FY 2015

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the Certificate of County-Wide Cost Allocation Plan for Maximus Consulting Services, Inc., for the year ending December 31, 2015.

Note: Belmont County contracts with Maximus to prepare the cost allocation plan, which establishes the allowable costs that can be charged back to departments with funding sources outside the General Fund.

**BELMONT COUNTY, OHIO
CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN**

This is to certify that I have reviewed the cost allocation plan prepared by **MAXIMUS Inc.** and submitted herewith and to the best of my knowledge and belief:

All costs included in this proposal based on FY 2015 actual costs to establish cost allocations or billings for FY 2017 are allowable in accordance with the requirements of 2 CFR 200, (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. Acceptance of this Cost Plan is contingent upon no material inaccuracies subsequently being found.

I declare that the foregoing is true and correct.

Signature Ginny Favede /s/

Print Name Ginny Favede

Title President

Date of Execution 10/05/16

Upon roll call the vote was as follows:

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

IN THE MATTER OF REPLAT OF LOTS 1, 2, 3, 14, 15 & 16 OF THE RIDGES OF OLDE CUMBERLAND (STONES THROW) RICHLAND TOWNSHIP SEC. 15, T-7, R-4

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date October 5, 2016

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 replat of lots 1, 2, 3,14,15, & 16 of The Ridges of Olde Cumberland, (Stones Throw), Richland Township Section 15, 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
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To: Cindi Henry, F.O., Richland Township Trustees, P O Box 16, St. Clairsville, OH 43950

You are hereby notified that the 19th day of October, 2016, at 9:40 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, 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
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- Upon roll call the vote was as follows:

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

IN THE MATTER OF DEDICATION OF] [Belmont Co. Commissioners
CHERRYWOOD DRIVE IN] [Courthouse
HAVENWOOD ADDITION] [St. Clairsville, Ohio 43950
UNION TWP. , SEC. 21, T-8, R-5] [Date October 5, 2016

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 dedication of Cherrywood Drive in Havenwood Addition, Union Township, Section 21, T-8, R-5, 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
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To: Suz Pubal, F.O., Union Township Trustees, 67050 Visnic Road, Belmont, OH 43718

You are hereby notified that the 19th day of October, 2016, at 9:50 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Court House, 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: Union Township Trustees
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- Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Ohio Gathering Company, LLC, effective October 5, 2016 for the purpose of "Pipeline Activity" at 1.30 miles of CR-4 (Barton Road), 2.50 miles of CR-5 (Crescent Road), 2.1 miles of CR-12 (Mercer Road) and 0.70 miles of CR-56 (Morgan Hill Road).

Note: Blanket Bond #K08271410 for \$10 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 101W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ohio Gathering Company, L.L.C., whose mailing address is 43050 Industrial Park Road, Cadiz, Ohio 43907 {Hereafter "Operator"}, and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads and bridges 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 certain facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] (hereafter collectively referred to as "Pipeline Activity") located in Colerain Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 1.30 miles of CR-4 (Barton Road), 2.50 miles of CR-5 (Crescent Road), 2.1 miles of CR-12 (Mercer Road) and 0.70 miles of CR-56 (Morgan Hill Road) for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 6 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 prePipeline 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-4 (Barton Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-12 (Mercer Road) and ending at the intersection of US Route 250 (Colerain Road). It is understood and agreed that the Operator shall not utilize any of the remainder of Barton Road (CR-4) for any of its Pipeline Activities hereunder.

2. The portion of CR-5 (Crescent Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-441 (Center Street) and ending at the intersection of US Route 250 (Colerain Road). It is understood and agreed that the Operator shall not utilize any of the remainder of Crescent Road (CR-5) for any of its Pipeline Activities hereunder.

3. The portion of CR-12 (Mercer Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-4 (Barton Road) and ending at the intersection of US Route 250 (Colerain Road). It is understood and agreed that the Operator shall not utilize any of the remainder of Mercer Road (CR-12) for any of its Pipeline Activities hereunder.

4. The portion of CR-56 (Morgan Hill Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-451(Grays Ridge Road) and ending at the north line of Belmont County. It is understood and agreed that the Operator shall not utilize any of the remainder of Morgan Hill Road (CR-56) for any of its Pipeline Activities hereunder.

5. 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.

6. 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.

7. 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.

8. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be considered to be included in the County-Wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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".

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

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

16. 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.

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

18. This Agreement shall be in effect on October 5, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR SLIDE REPAIR PROJECTS AND INFRASTRUCTURE WITH BEAVER EXCAVATING COMPANY

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreement for Slide Repair Projects and Infrastructure** with the Beaver Excavating Company, effective October 5, 2016, for the purpose of "Construction Activity" at 0.9 miles of CR-48 (Wegee Road) and 0.65 miles of CR-4 (Hawthorne Hill).

Note: No bond required per County Engineer Fred Bennett. Beaver Excavating is doing the work for AEP who has already upgraded the road.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR SLIDE REPAIR 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, THE BEAVER EXCAVATING COMPANY whose address is 2000 Beaver Place Ave., S.W., Canton, Ohio 44706 (Hereafter "Contractor"), and shall be as follows:

RECITALS

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

WHEREAS, Contractor is the contractor for American Electric Power (“AEP”), and intends to perform landslide repairs for the Transmission Structure 241 and Holloway Substation electrical substation site (hereafter collectively referred to as “Slide Repairs” and/or “Transmission Facilities”) located in Mead Township, in Belmont County, Ohio; and

WHEREAS, Contractor intends to commence use of 0.9 miles of (CR 48 /Wegee Rd) and 0.65 miles of (CR 4/Hawthorne Hill) (as shown and described in attached Haul Route map in Appendix B) for the purpose of ingress to and egress from the Transmission Facilities for traffic necessary for the purpose of repairing earthwork and roadways at Structure 241 Slide Repairs, (hereinafter referred to collectively as “Construction Activity”); and

WHEREAS, Authority and Contractor desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Construction 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 Contractor agrees to the maintenance and repair of said roads and bridges, to their pre-Construction Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Construction Activity related to such sites.

FURTHER, Contractor shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Construction Activity, prior to the use of the roads and bridges. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Contractor with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Contractor. Contractor’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 roads shown in Appendix B to be used by the Contractor is exclusive. It is understood and agreed that the Contractor shall not utilize any of the other county roads or Township roads for any of its Construction Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Contractor hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Contractor’s Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Construction Activity by Contractor, at Contractor’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 Contractor for damages caused by Contractor’s Construction Activity, at Contractor’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 Contractor hereunder or as modified pursuant to Appendix A, as determined by the Contractor’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 Contractor or the Contractor’s subcontractors and or agents.
3. The Contractor shall give notice to the railroad at least thirty (30) days prior to any known Construction Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Contractor 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 Contractor’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 Contractor and the railroad company, or lack of notification by Contractor.
4. Either the Contractor 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 Contractor shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Contractor’s Construction Activity shall be identified and thereafter completed by the Contractor to insure the roads are at least returned to the condition they were in prior to the Contractor’s use for its Construction Activity, at Contractor’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 Construction Activity on the designated Route, Contractor shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Construction Activity on the Route by Contractor. The amount of the bond or surety shall be in an amount of 654,000 & 00/100 DOLLARS (\$200,000.00) per mile. However, no such bond or surety shall be required of Contractor, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Contractor and mutually accepted by the Authority and Contractor exhibits that the route’s condition is sufficient for the expected traffic necessary for the Slide Repairs.
 - b. The Contractor provides a geotechnical analysis of the route, mutually accepted by the Authority and Contractor, and based on that analysis, a Contractor and Authority-approved maintenance plan for the route or a Contractor and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Contractor has provided a sufficient bond or surety accepted by the Authority and Contractor, in favor of the Authority for road usage by the Contractor within the Authority’s oversight.
 - d. The Authority is of the opinion that no bond or surety shall be required based on previous engineering report, video, survey and maintenance/repairs having been performed by EPC Services on behalf of AEP for the electrical substation site construction activities.**
6. All motor vehicles to be utilized by Contractor hereunder, whether owned by Contractor 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. Contractor 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 Contractor, 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 Contractor shall provide for such signage at Contractor’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Contractor and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Contractor 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 Contractor is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Contractor 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 Contractor since Contractor is responsible for paying 100% of said cost. Therefore, Contractor hereby agrees that Contractor will take all measures to ensure compliance with Ohio’s Prevailing Wage Laws.
10. Contractor 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 Contractor’s use of the roads pursuant to this Agreement
11. Contractor assumes all liability for subcontractors and or agents working on Contractor’s behalf.
12. This Agreement shall be binding upon Contractor and Authority, and their respective successors and assigns.
13. In the 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 October 3rd, 2016.
Executed in duplicate on the dates set forth below.

Authority

By: *Mark A. Thomas /s/*

Commissioner/Trustee

By: *Ginny Favede /s/*

Commissioner/Trustee

By: *Matt Coffland /s/*

Commissioner/Trustee

By: *Fred F. Bennett /s/*

County Engineer

Dated: 10-05-16

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

County Prosecutor

Upon roll call the vote was as follows:

Operator

By: *John Abbott /s/*

Printed name: John Abbott

Company Name: The Beaver Excavating Company

Title: Contract Administrator

Dated: 09/28/2016

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH RICE OLYMPUS MIDSTREAM, LLC

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Rice Olympus Midstream, LLC, effective October 5, 2016, for the purpose of "Pipeline Activity" at 1.49 miles of CR-92 (Hunter Bethesda Road), 1.09 miles of CR-92 (Hunter Bethesda Road), 4.45 miles of CR-26 (Twenty-Six Road) and 2.84 miles of CR-86 (Pleasant Ridge Road) from the Dragon's Breath to Dr. Awkward Pipeline.

Note: Blanket Bond #B008958 for \$3 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 Rice Olympus Midstream, LLC whose address is 2200 Rice Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Dragon's Breath to Dr. Awkward pipeline, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Dragon's Breath to Dr. Awkward pipeline (hereafter collectively referred to as "oil and gas development site") located in Goshen Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.49 miles of CR 92 Hunter Bethesda Road, 3.11 miles of CR 92 Hunter Bethesda Road, 5.70 miles of CR 26 Twenty-Six Road, and 2.84 miles of CR 86 Pleasant Ridge Road for the purpose of ingress to and egress from the pipeline facilities Dragon's Breath to Dr. Awkward pipeline, for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

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

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

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

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

1. The portion of CR 92 Hunter Bethesda Road to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR 26 Twenty-Six Road and ending at the intersection with TR 198 Cat Hollow Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 92 Hunter Bethesda Road for any of its Pipeline Activities hereunder.
2. The portion of CR 92 Hunter Bethesda Road to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR 86 Pleasant Ridge Road and ending at the intersection with SR 148 West Captina Highway. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 92 Hunter Bethesda Road for any of its Pipeline Activities hereunder.
3. The portion of CR 26 Twenty-Six Road to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with Bethesda Village limits and ending at the intersection with SR 148 West Captina Highway. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 26 Twenty-Six Road for any of its Pipeline Activities hereunder.
4. The portion of CR 86 Pleasant Ridge Road to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR 198 Cat Hollow Road and ending at the intersection with the pipeline crossing at 39.948963, -81.034679. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 Pleasant Ridge Road for any of its Pipeline Activities hereunder.
5. 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.
6. 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.

7. 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.

8. Unless accepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$5,256,000 (\$400,000.00 per mile paved). 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.**

9. 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.

10. 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.

11. 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.

12. 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.

13. 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”.

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

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

16. 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.

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

18. This Agreement shall be in effect on October 5, 2016.

Executed in duplicate on the dates set forth below.

<p><u>Authority</u></p> <p>By: <i>Mark A. Thomas /s/</i></p> <hr/> <p>Commissioner</p> <p>By: <i>Ginny Favede /s/</i></p> <hr/> <p>Commissioner</p> <p>By: <i>Matt Coffland /s/</i></p> <hr/> <p>Commissioner</p> <p>By: <i>Fred F. Bennett /s/</i></p> <hr/> <p>County Engineer</p> <p>Dated: 10/5/16</p> <hr/> <p>Approved as to Form: <i>David K. Liberati /s/ assistant</i></p> <hr/> <p>County Prosecutor</p>	<p><u>Operator</u></p> <p>By: <i>Jaime Johnson /s/</i></p> <hr/> <p>Printed name: Joshua Snedden-Jaime Johnson</p> <hr/> <p>Company Name: Rice Olympus Midstream, LLC</p> <hr/> <p>Title: Midstream Permitting Specialist Coordinator</p> <hr/> <p>Dated: 09/20/16</p> <hr/>
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH COLUMBIA GAS TRANSMISSION, LLC

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreement for Drilling Projects and Infrastructure** with the Columbia Gas Transmission, LLC, effective October 5, 2016, for the purpose of “Drilling Activity” at 1.0 miles of CR-78 (Oco Road).

Note: Bond #BDTO-860021-016 for \$400,000 on file.

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 Columbia Gas Transmission, LLC, whose address is 455 Racetrack Road Washington, PA 15301 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Union 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 Union Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.0 miles of CR-78 (National Oco Road) and _____ miles of _____ (_____) for the purpose of ingress to and egress from the [DEVELOPMENT SITE NAME], 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 78, to be utilized by Operator hereunder, is that exclusive portion beginning at US-40 to T-264 Lude Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (78) for any of its Drilling Activities hereunder.
2. The portion of CR/TR, to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator 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 400,000 & 00/100 DOLLARS (\$400,000.00) 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 October 5, 2016.
Executed in duplicate on the dates set forth below.

October 5, 2016

By: *Mark A. Thomas /s/*

Commissioner/Trustee

By: *Ginny Favede /s/*

Commissioner/Trustee

By: *Matt Coffland /s/*

Commissioner/Trustee

By: *Fred F. Bennett /s/*

County Engineer

Dated: 10-05-16

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

County Prosecutor

Upon roll call the vote was as follows:

By: *Karen Franks /s/*

Printed name: Karen Franks

Company Name: Columbia Gas Transmission, LLC.

Title: Land Project Manager

Dated: 9/23/2016

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

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH GULFPORT ENERGY CORP.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Gulfport Energy Corporation, effective October 5, 2016, in the amount of \$4,000 per net leasehold acre for 2.504 acres, located in Mead and Pease Townships, for a five-year term, 20% royalty. Total Payment Amount: \$10,016.00

PAID-UP

OIL & GAS LEASE

This Lease made this 5th day of October 2016, by and between **The Belmont County Board of Commissioners, by Ginny Favede as President, Matt Coffland as Vice President, and Mark A. Thomas as Commissioner**, of 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **GULFPORT ENERGY CORPORATION**, a Delaware Corporation with a mailing address of 14313 N. May, Suite 100, Oklahoma City, OK 73134, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from neighboring lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment.

DESCRIPTION. The Leasehold is located in the Townships of Pease and Mead, in the County of Belmont, in the State of Ohio, and described as follows: **SEE EXHIBIT "B"**

Tax Parcel Identification Number; Twp/Section/Twp No/Range/Qtr:
00-00000.000; ___/___/___/___¹/₄;

and is bounded formerly or currently as follows:

On the North by lands of _____;
On the East by lands of _____;
On the South by lands of _____;
On the West by lands of _____;

"See Exhibit "A" attached hereto and made a part hereof for Other Provisions of this lease"

including lands acquired from _____, by virtue of _____ Deed dated _____, and recorded in Deed Book _____, at Page _____, at the Recorder's office of _____ County, Ohio, and described for the purposes of this agreement as containing a total of _____ acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. October 5th, 2016 (effective date) to 11:59 P.M. October 5th, 2021 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an extension payment of the same consideration as was paid in this lease per Leasehold acre, only insofar as those acres intended to be renewed by Lessee. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) ROYALTY: To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. OIL: To deliver to the credit of Lessor, free of cost, a Royalty of the equal **twenty percent (20%)** part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. GAS: To pay Lessor an amount equal to **twenty percent (20%)** of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion, or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom, and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders

the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMAGES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved.

(I) LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the bonus rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

FACILITIES. Lessee shall not drill a well on the Leasehold within 500 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without

Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

TITLE AND INTERESTS. Lessor hereby warrants and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute affidavits, corrections, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

WARRANTY. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

EXECUTED this 5th day of October 2016

Ginny Favede /s/

By: Ginny Favede, President

Mark A. Thomas /s/

By: Mark A. Thomas, Commissioner

Matt Coffland /s/

By: Matt Coffland, Vice President

Upon roll call the vote was as follows:

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

Mr. Coffland noted there is still oil and gas activity going on in Belmont County. Mostly it is Road Use Maintenance Agreements, but there are some renewal leases. He said they are not getting the \$8,000 they were five years ago, but now leasing at \$4,000 and the royalties have remained at 20 percent. Almost 90 miles of road have been paved in the county through the oil and gas industry.

BREAK

IN THE MATTER OF BID OPENING FOR THE SENIOR SERVICES OF BELMONT COUNTY SECURITY AND COMMUNICATION SYSTEMS

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners' Office for the Senior Services of Belmont County Security and Communication Systems; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Dagustino Electric Services	Not Required	(A) \$74,355.74

600 Mifflin Road
Pittsburgh, Pennsylvania 15201

(B) \$73,845.00

Erb Electric
500 Hall Street
Bridgeport, Ohio 43912

Not Required

\$53,078.00

Present for opening, Trudy VanKirk, Dagustino Electric Services; Greg Molnar, Erb Electric; Owners Representative Danny Popp and Robert DeFrank, Times Leader

Motion made by Mrs. Favede, seconded by Mr. Coffland to turn over all bids received for the Security and Communication Systems project for Senior Services of Belmont County to Danny Popp, Owner's Representative, for review and recommendation.

Upon roll call the vote was as follows:

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

10:00 Agenda Item: Sheriff Dave Lucas

Re: Major Crime Unit check presentation

The Board of Commissioners showed their support by presenting a check for \$25,000.00 to Sheriff Lucas for the Major Crime Unit. Mrs. Favede said the additional funds will be utilized specifically for the Drug Task Force. "With the forming of the major crime unit and the drug division with Chief McFarland being the commander, we want it to be known that all police departments in Belmont County are members of the major crime unit and we all know the drug epidemic is one of the major things and a problem that affects us all in regard to property crime and thefts for people to pay for their addiction. It's the members of the police departments who work outside their jurisdiction. The support of the Commissioners helps reimburse their time," said Sheriff Lucas. Mr. Coffland noted prior to two years ago, those officers worked for no pay. "We appreciate the work you've been doing. We appreciate the effort, and we're very aware of the detriment that this horrible epidemic is having on our communities and people within it. We're happy to provide your department with this money and we commend and appreciate the officers who work day in and day out to tackle this drug problem," said Mrs. Favede.

Commissioner Favede left the meeting.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:24 A.M.**

Motion made by Mr. Thomas, 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.

Upon roll call the vote was as follows:

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

Commissioner Coffland noted that Gary Armitage, Senior Services Director and Tina Burkhart, SSOBC Program Administrator, would also join executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:09 A.M.**

Motion made by Mr. Thomas seconded by Mr. Coffland to exit executive session at 11:09 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF APPROVING CHANGE TO
BELMONT COUNTY WATER & SEWER DEPARTMENT
JOB CLASSIFICATION HANDBOOK PAGE TITLED
"EMPLOYEE PAY SCALE DEFINITIONS"**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the change to Belmont County Water & Sewer Department Job Classification Handbook page titled "Employee Pay Scale Definitions". Under "Employee Transfer to a Different Job Classification:" the third bullet point will now read, "Any employee transferring to a Job Classification with higher pay will begin receiving the higher wage immediately. In the event the probationary period is not successfully completed, the employee would return to their previous position and rate of pay."

Upon roll call the vote was as follows:

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

RECESS

Reconvened Tuesday, October 11, 2016 at 9:07 a.m. Commissioners Coffland and Thomas present. Commissioner Favede was absent.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting.

Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of October, 2016.

Ginny Favede /s/_____

Mark A. Thomas /s/_____ COUNTY COMMISSIONERS

Mattt 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