

St. Clairsville, Ohio

July 15, 2015

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Matt Coffland.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mrs. Favede, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

| Claim of | Purposes | Amount |
|-------------------------------|--|----------|
| A-Belmont Co. Sheriff's Dept. | Satellite collections-Treasurer/General Fund | 300.00 |
| A-Comcast | Internet-Clerk of Courts/General Fund | 142.85 |
| A-McGhee & Co. | Supplies-Furniture/General Fund | 1,390.69 |
| A-Treasurer, State of Ohio | Recoupment-2 nd Qtr. 2015/Public Defender | 403.60 |
| S-Exhibitone | Maintenance contract for courtroom/Common Pl. Ct. Gen. Spec. Proj. | 5,000.00 |
| S-TSG | Backup & Vaulting/Northern Div. Court Computer Fund | 153.86 |
| S-TSG | Monthly Charge/Eastern Div. Court Computer Fund | 95.92 |
| S-TSG | Offsite Backup & Licensing/Western Div. Ct. Computer Fund | 1,817.14 |
| W-The Times-Leader | Newspaper Ad/DRETAC Treasurer's Fund | 625.50 |

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

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for July 15, 2015 as follow:

| FUND | AMOUNT |
|--|---|
| A-GENERAL | \$113,531.50 |
| A-GENERAL/AUDITOR | \$2,766.02 |
| A-GENERAL/CHEST CLINIC | \$1,405.39 |
| A-GENERAL/COMMON PLEAS | \$1,218.07 |
| A-GENERAL/SHERIFF | \$26,802.20 |
| A-GENERAL/911 | \$2,842.28 |
| A-GENERAL/PROBATE COURT | \$3,213.71 |
| B-Dog Kennel | \$758.28 |
| E-911 | \$1,208.36 |
| H-Job & Family, CSEA | \$116.95 |
| H-Job & Family, Family Children First | \$10,455.90 |
| H-Job & Family, Public Assistance | \$106.00; \$1,682.65; \$31,114.99 |
| H-Job & Family, WIA | \$7,365.98; \$2,614.46 |
| H-Job & Family, WIA Area 16 Fund | \$9,000.00; \$20,406.12 |
| J-Real Estate Assessment | \$143.01 |
| K-Engineer MVGT | \$58,483.32 |
| M-Juvenile Ct – Placement II | \$244.87 |
| M-Juvenile Ct. – Intake and diversion | \$264.27 |
| M-Juvenile Ct. – Title IV-E | \$755.68 |
| N-Capital Projects-Facilities | \$101.60 |
| N-Sanitary Sewer District Well Upgrade | \$13,510.00 |
| P-Oakview Admn Bldg. | \$79.61 |
| P-Sanitary Sewer District | \$903.19; \$50,158.09; \$362.46; \$6,269.99; \$1,460.86; \$106.62 |
| S-Certificate of Title Admn Fund | \$121.91 |
| S-District Detention Home | \$5,916.67 |
| S-Eastern Court Gen. Special Projects | \$1,710.72 |
| S-Job & Family, Children Services | \$18,089.90; \$9,010.71 |
| S-Oakview Juvenile Residential Center | \$6,019.91 |
| S-Probate Court Conduct of Business | \$2,795.00 |
| S-Senior Services | \$28,636.71 |
| S-Sheriff Commissary | \$920.73 |
| S-Western Court Gen. Special Projects | \$155.70 |
| T-Sanitary Sewer District | \$105.97 |
| U-Sheriff Reserve Account | \$1,231.95 |
| W-CEBCO Wellness Grant | \$1,041.00 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

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

| FROM | TO | AMOUNT |
|----------------------------------|---------------------------------|-------------|
| E-3702-P005-P34.074 Transfer Out | R-9206-O006-O08.574 Transfer In | \$19,522.10 |
| E-3702-P005-P34.074 Transfer Out | R-9251-O051-O10.574 Transfer In | \$29,511.10 |
| E-3702-P005-P34.074 Transfer Out | R-9252-O052-O10.574 Transfer In | \$10,182.60 |

S00 COMMISSARY FUND/SHERIFF AND THE GENERAL FUND/VARIOUS FUNDS

| FROM | TO | AMOUNT |
|------------------------------|-------------------------------------|------------|
| E-5100-S000-S01.010 Supplies | E-0131-A006-A03.002 Jail-Salaries | \$8,688.96 |
| E-5100-S000-S01.010 Supplies | E-0131-A006-A13.003 PERS/SPRS | \$1,572.70 |
| E-5100-S000-S01.010 Supplies | E-0256-A014-A06.006 Group/Liability | \$3,514.05 |
| E-5100-S000-S01.010 Supplies | E-0256-A014-A14.004 Workers Comp/GF | \$347.56 |

T10 WATER AND SEWER GUARANTEE DEPOSIT FUND AND OTHER VARIOUS FUNDS/BCSSD

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|----------|
| E-3711-T010-T04.074 Transfers Out | R-3701-P003-P15.574 Transfers In | \$108.00 |
| E-3711-T010-T04.074 Transfers Out | R-3702-P005-P15.574 Transfers In | \$758.60 |
| E-3711-T010-T04.074 Transfers Out | R-3704-P051-P08.574 Transfers In | \$230.10 |

| | | |
|-----------------------------------|----------------------------------|----------|
| E-3711-T010-T04.074 Transfers Out | R-3705-P053-P08.574 Transfers In | \$18.17 |
| E-3711-T010-T04.074 Transfers Out | R-3706-P055-P08.574 Transfers In | \$221.80 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

GENERAL FUND/Common Pleas Court

| | | |
|---------------------|-----------------------------------|------------|
| E-0061-A002-B05.000 | Intense Probation-Clerk of Courts | \$8,570.04 |
|---------------------|-----------------------------------|------------|

Supervisory Fees (Pre-Trail, ISP & Probation) collected in the period of April, May & June, 2015

L01 SOIL CONSERVATION FUND

| | | |
|---------------------|----------|------------|
| E-1810-L001-L02.010 | Supplies | \$1,503.33 |
|---------------------|----------|------------|

S30 OAKVIEW JUVENILE REHABILITATION FUND

| | | |
|---------------------|----------|-------------|
| E-8010-S030-S51.002 | Salaries | \$57,368.73 |
|---------------------|----------|-------------|

S54 COMMON PLEAS/GENERAL SPC/MEDIATION SERVICES FUND

| | | |
|---------------------|----------|------------|
| E-1544-S054-S01.002 | Salaries | \$5,211.26 |
|---------------------|----------|------------|

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

| | | |
|---------------------|--------|------------|
| E-1511-W080-P01.002 | Salary | \$1,250.00 |
|---------------------|--------|------------|

| | | |
|---------------------|----------|-----------|
| E-1511-W080-P02.010 | Supplies | \$ 250.00 |
|---------------------|----------|-----------|

| | | |
|---------------------|--------|----------|
| E-1511-W080-P03.000 | Travel | \$ 28.00 |
|---------------------|--------|----------|

| | | |
|---------------------|-------|-----------|
| E-1511-W080-P04.000 | Other | \$ 132.00 |
|---------------------|-------|-----------|

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mrs. Favede to execute payment of Then and Now Certification dated August 12, 2015 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Christine Parker to travel to Cambridge, OH, on July 21, 2015, for an initial investigation. Christine Parker and Bernie Brandon to travel to Cambridge, OH, on July 23, 2015, to attend Adult Protective Services Training. Christine Parker to travel to Columbus, OH, on August 4-5, 2015, to attend Elder Abuse Training/Case Planning. Estimated expenses: \$196.60

ENGINEER – Engineer Fred Bennett to travel to Columbus, OH, on August 12-13, 2015, to attend the CEAO 25th Annual Ohio Bridge Conference & Trade Show. Estimated expenses: \$325.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH TRC ENGINEERS, INC. FOR ENGINEER'S PROJECT BEL-CR-20.22 BRIDGE REPLACEMENT

Motion made by Mr. Thomas, seconded by Mrs. Favede to enter into Agreement No. 19123 with TRC Engineers, Inc., in the maximum amount of \$145,950.00 for construction engineering services for the BEL-CR-20.22 Bridge Replacement Project on CR 10 (Barton Blaine Road), PID 79463, based upon the recommendation of Fred Bennett, County Engineer.

Note: Project funding-80% FHWA, 20% OPWC-ODOT will pay TRC Engineers directly.

BELMONT COUNTY
AGREEMENT NO. 19123

This Agreement No. 19123 entered into this 15th day of July, 2015, by and between Belmont County, hereinafter referred to as the County, and TRC Engineers, Inc., hereinafter referred to as the Consultant, with an office located at 670 Morrison Road, Suite 250, Gahanna, Ohio 43230.

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform Construction Inspection and keeping of records and documents, Construction Administration and Testing as may be authorized by the County for the bridge replacement project in Belmont County, Ohio, identified as BEL CR 10 20.22 PID 79463.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The County and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

(a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1:

Construction Inspection.

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed One Hundred Forty Five Thousand Nine Hundred Fifty Dollars (\$145,950.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

| Firm Name | Classification | Hourly Rate | Overtime Premium Rate |
|-----------|----------------|-------------|-----------------------|
|-----------|----------------|-------------|-----------------------|

| | | | |
|---------------------|-----------------------|----------|----------|
| TRC Engineers, Inc. | Construction Engineer | \$105.00 | \$105.00 |
| | Inspector | \$73.00 | \$105.00 |

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition".
- (b) The Department of Transportation's Locally Administered Transportation Projects Manual of Procedures, LPA Construction Administration Chapter and appendices.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signatures of the County Commissioners.

TRC ENGINEERS, INC.
 By: Scott T. Gallaher /s/
 Title: SR Vice- President

BELMONT COUNTY BOARD OF COMMISSIONERS

Mark A. Thomas /s/
 Commissioner
Ginny Favede /s/
 Commissioner

 Commissioner
 APPROVED AS TO FORM:
 By: David K. Liberati /s/
 Title: Assistant Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH ANTERO MIDSTREAM LLC, LLC/CO. RD. 72

Motion made by Mr. Thomas, seconded by Mrs. Favede to enter into a Roadway Use Maintenance Agreement for Pipeline Projects and Infrastructure with Antero Midstream LLC effective July 15, 2015, for the use of 5.18 miles of County Route 72, (Belmont Ridge Road) for the purpose of ingress and egress for "Drilling Activity" at the Cleveland West Pad.

Note: No Bond required per Fred Bennett, County Engineer. Antero Resources will upgrade the road prior to start.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE 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 Antero Resources Corporation, whose address is 1615 Wynkoop Street, Denver, Colorado 80202 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Flushing 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 **Cleveland West Pad**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the **Cleveland West Pad** (hereafter collectively referred to as "oil and gas development site") located in Flushing Township, in Belmont County, Ohio; and
WHEREAS, Operator intends to commence use of **5.18 miles** of County Route 72 (Belmont Ridge Rd) for the purpose of ingress to and egress from the Cleveland West Pad, for traffic necessary for the purpose of constructing sites, and drilling horizontal oil and gas wells, and completion operations at the Cleveland West Pad (hereinafter referred to collectively as "Drilling Activity"); and
WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and
WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;
NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity; and
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 72**, to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection of CH 72 with SR 149 and ending at the intersection of CH 72 with Flushing TWP., Road 361**. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 72 (Belmont Ridge Road) for any of its Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
8. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
9. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
10. 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.
11. Agreement shall be governed by the laws of the State of Ohio.
12. This Agreement shall be in effect on July 15, 2014.
Executed in duplicate on the dates set forth below.

Authority

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Ginny Favede /s/

Commissioner/Trustee

By: _____

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: July 15, 2015

Operator

By: Alvyn A. Schopp /s/

Printed name: Alvyn A. Schopp

Company Name: Antero Resources Corporation

**Title: Chief Administration Officer
Regional Vice President**

Dated: May 14, 2015

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, based thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR-TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 6) Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740) 310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.
- 8) The RUMA shall be approved upon meeting the requirements of the Belmont County Sanitary District for crossing water and sewer lines.

Authority shall:

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

July 15, 2015

Entire Agreement. Subject to the terms hereof, Grantee will have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between Grantor and Grantee which modify, alter or amend this Agreement.

Addendum. This Agreement is made subject to the terms and provisions contained in the unrecorded Addendum by and between Grantor and Grantee dated this same day.

IN WITNESS WHEREOF, Grantor(s) sets their hand and seal this 15th day of July, 2015.

Grantor: Board of County Commissioners of Belmont County, Ohio

By: Mark A. Thomas/s/
Name: Mark A. Thomas
Title: Commissioner

By: _____
Name: Matt Coffland
Title: Commissioner

By: Ginny Favede /s/
Name: Ginny Favede
Title: Commissioner

APPROVED AS TO FORM:
David K. Liberati /s/ Assistant
PROSECUTING ATTORNEY

ACKNOWLEDGEMENT

STATE OF OHIO)
 §
COUNTY OF Belmont)

Before me on the 15th day of July, 2015, **Mark A. Thomas** personally appeared in his capacity as Commissioner of **Board of County Commissioners of Belmont County, Ohio**, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, and as the free and voluntary act of the Board of County Commissioners, for the uses, purposes and consideration set forth.

Witness my hand and official seal:

Jayne Long /s/
Notary Public
Printed Name: Jayne Long

My Commission Expires:
October 3, 2017
(S E A L)

ACKNOWLEDGEMENT

STATE OF OHIO)
 §
COUNTY OF _____)

Before me on the _____ day of _____, 20____, **Matt Coffland** personally appeared in his capacity as Commissioner of **Board of County Commissioners of Belmont County, Ohio**, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, and as the free and voluntary act of the Board of County Commissioners, for the uses, purposes and consideration set forth.

Witness my hand and official seal:

Notary Public
Printed Name: _____

My Commission Expires:

(S E A L)

ACKNOWLEDGEMENT

STATE OF OHIO)
 §
COUNTY OF Belmont)

Before me on the 15th day of July, 2015, **Ginny Favede** personally appeared in her capacity as Commissioner of **Board of County Commissioners of Belmont County, Ohio**, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as a free and voluntary act and deed, and as the free and voluntary act of the Board of County Commissioners, for the uses, purposes and consideration set forth.

Witness my hand and official seal:

Jayne Long /s/
Notary Public
Printed Name: Jayne Long

My Commission Expires:
October 3, 2017
(S E A L)

County Recorder - after recording return to:
Utica Right of Way Records
7235 Whipple Ave. NW
North Canton, OH 44720

THIS PAGE IS NOT TO BE RECORDED
Addendum

Attached to and made a part of that certain Pipeline Right of Way Agreement, dated 15th day of July, 2015, between **Board of County Commissioners of Belmont County, Ohio** ("Grantor") and **Utica Gas Services, L.L.C.** ("Grantee"). To the extent there is a conflict or inconsistency between the printed terms of the Pipeline Right of Way Agreement and the addendums, the addendums will control and be deemed to supersede the printed terms of the Pipeline Right of Way Agreement.

Payment Terms

Grantee agrees to pay Grantor the lump sum of **Twenty-Five Hundred Dollars (\$2500.00)** lump sum as a one-time payment for the Easement and rights granted to Grantee as stated in section 7 of the Pipeline Right of Way Agreement.

Other Easements

Grantor reserves the right to grant third parties easements or rights-of-way for pipelines or other utilities which may run perpendicular (outside the bounds of the Easement) or cross (at not less than a 45 degree angle) the Easement granted herein provided that at such crossing any subsequent grantee of a easement or right-of-way shall comply, at their expense, with all federal and state regulations regarding the placement of any subsequent easement or rights-of-way and so long as: (i) Grantee's pipeline and facilities located within the Easement shall not be endangered, obstructed, injured or interfered with; (ii) Grantee's access to the Easement and the pipeline and facilities located thereon is not interfered with; (iii) Grantee shall not be prevented from traveling within and along the entire length of the Easement on foot or in vehicles or machinery; (iv) the pipeline is left with the amount of cover originally installed to allow safe operation of the pipeline; (v) the Grantee's pipeline is left with proper, sufficient and permanent support; (vi) the crossing facilities cross the Grantee's pipeline at not less than forty-five (45) degrees and at least thirty-six (36) inches below; and (vii) Grantee's use of the Easement for the purposes set forth herein is not unreasonably impaired or interfered with. Grantee shall be notified no less than forty-eight (48) hours in advance before any excavation or dirt work (including the setting or driving of fence posts) by or on behalf of Grantor begins within the Easement. Notification should be made through the local One Call System (811) and to Grantee at 1-855-245-2300 (Williams Encroachment).

Grantor: Board of County Commissioners of Belmont County, Ohio

By: Mark A. Thomas /s/
Name: Mark A. Thomas
Title: Commissioner

BY: _____
Name: Matt Coffland
Title: Commissioner

By: Ginny Favede /s/
Name: Ginny Favede
Title: Commissioner

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION
FOR VACATION OF KIRKWOOD TOWNSHIP ROAD 170
KIRKWOOD TWP. SEC. 19/RD. IMP 1131**

Motion made by Mr. Thomas, seconded by Mrs. Favede to accept the following Public Road Petition for “**the vacation of Kirkwood Township Road 170**” and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as **Road Improvement #1131** in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04
WITHOUT PETITION BY TRUSTEES**

**IMP # 1131
July 13, 2015**

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

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of Kirkwood Twp Rd 170 a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

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

Beginning at the centerline intersection of Kirkwood Township Road 712 and Kirkwood Township Road 170, said beginning point situated in State of Ohio, County of Belmont, Township of Kirkwood, Section 19,
Thence from place of beginning northwesterly for a distance of 3,500 feet, more or less;
Thence northerly for a distance of 1,700 feet, more or less, to the north line of Section 19;
Thence continuing northerly into section 20 for a distance of 2,100 feet, more or less, to the terminus, said terminus situated in the State of Ohio, County of Belmont, Township of Kirkwood, Section No. 20 and referenced as follows from the southwest corner of the East Half of Section 20 north along the west boundary for a distance of 2,200 feet, more or less;
Thence at a right angle thereto east for a distance of 190 feet, more or less, to the terminus.

**RESOLUTION NO. Imp. #1131
TO VACATE TOWNSHIP ROAD NO. 170
(O.R.C. §5553.045)**

BE IT RESOLVED THAT, pursuant to the provisions of O.R.C. § 5553.045, the Board of Township Trustees of Kirkwood Township, Belmont County, Ohio, hereby petitions the Board of Commissioners of Belmont County, Ohio, to vacate Kirkwood Township Road #170 which is generally described as follows:

Beginning at the centerline intersection of Kirkwood Township Road 712 and Kirkwood Township Road 170, said beginning point situated in the State of Ohio, County of Belmont, Township of Kirkwood, Section 19;
Thence from place of beginning northwesterly for a distance of 3,550 feet, more or less; Thence northerly for a distance of 1,700 feet, more or less, to the north line of Section 19;
Thence continuing northerly into Section 20 for a distance of 2,100 feet, more or less, to the terminus, said terminus situated in the State of Ohio, County of Belmont, Township of Kirkwood, Section No. 20 and referenced as follows from the southwest corner of the East Half of Section 20 north along the west boundary for a distance of 2,200 feet, more or less;
Thence at a right angle thereto east for a distance of 190 feet, more or less, to the terminus.

Dated this 1st day of June, 2015.

BOARD OF TRUSTEES OF KIRKWOOD TOWNSHIP
By C. Timothy Lara /s/
C. Timothy Lara
By David Merritt /s/
David Merritt
By Ronald F. Temple /s/
Ronald F. Temple

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
KIRKWOOD TOWNSHIP ROAD 170
KIRKWOOD TWP. SEC. 19/RD IMP 1131**

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

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1131**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 15th day of July, 2015 at the office of the Commissioners with the following members present:

Mr. Thomas
Mrs. Favede

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition submitted by the Kirkwood Township Trustees has been presented to this Board of County Commissioners requesting said Board to vacate Kirkwood Township Road 170, a Public Road as described therein; therefore be it
RESOLVED, That the 5th day of August, 2015 at 11:45 o'clock A.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further
RESOLVED, That the 12th day of August, 2015, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

July 15, 2015

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

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

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

Adopted July 15, 2015

Jayne Long /s/
Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.045
ROAD IMP. # 1131**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, a resolution filed by the Kirkwood Township Trustees requesting the vacation of Kirkwood Twp. Rd 170, a public road, the general route and termini of which Road are as follows:

Beginning at the centerline intersection of Kirkwood Township Road 712 and Kirkwood Township Road 170, said beginning point situated in State of Ohio, County of Belmont, Township of Kirkwood, Section 19,

Thence from place of beginning northwesterly for a distance of 3,500 feet, more or less;

Thence northerly for a distance of 1,700 feet, more or less, to the north line of Section 19;

Thence continuing northerly into section 20 for a distance of 2,100 feet, more or less, to the terminus, said terminus situated in the State of Ohio, County of Belmont, Township of Kirkwood, Section No. 20 and referenced as follows from the southwest corner of the East Half of Section 20 north along the west boundary for a distance of 2,200 feet, more or less;

Thence at a right angle thereto east for a distance of 190 feet, more or less, to the terminus.

Said Board of County Commissioners has fixed the 5th day of August, 2015, at 11:45 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 12th day of August, 2015, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

Jayne Long /s/

Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays – July 21, 2015 and July 28, 2015

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION
FOR VACATION OF KIRKWOOD TOWNSHIP ROAD 362
KIRKWOOD TWP. SEC. 6/RD. IMP 1132**

Motion made by Mr. Thomas, seconded by Mrs. Favede to accept the following Public Road Petition for “**the vacation of Kirkwood Township Road 362**” and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as **Road Improvement #1132** in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04
WITHOUT PETITION BY TRUSTEES**

**IMP # 1132
July 13, 2015**

Belmont County, Ohio

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

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of Kirkwood Twp Rd 362 a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

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

Beginning at the centerline intersection of Kirkwood Township Road 362 and the east line of Section No. 6, said beginning point situated in the State of Ohio, County of Belmont, Township of Kirkwood, and on the east line of Section No. 6;

Thence from place of beginning northwesterly for a distance of 5,150 feet (0.98 mi.), more or less; to the terminus.

Said terminus situated in the State of Ohio, County of Belmont, Township of Kirkwood, and on the north boundary of Section No. 6

**RESOLUTION NO. Imp. #1132
TO VACATE TOWNSHIP ROAD NO. 362
(O.R.C. §5553.045)**

BE IT RESOLVED THAT, pursuant to the provisions of O.R.C. § 5553.045, the Board of Township Trustees of Kirkwood Township, Belmont County, Ohio, hereby petitions the Board of Commissioners of Belmont County, Ohio, to vacate Kirkwood Township Road #362 which is generally described as follows:

Beginning at the centerline intersection of Kirkwood Township Road 362 and the east line of Section No. 6, said beginning point situated in the State of Ohio, County of Belmont, Township of Kirkwood, and on the east line of Section No. 6;

Thence from place of beginning northwesterly for a distance of 5,150 feet (0.98 mi.), more or less; to the terminus.

Said terminus situated in the State of Ohio, County of Belmont, Township of Kirkwood, and on the north boundary of Section No. 6

Dated this 1st day of June, 2015.

BOARD OF TRUSTEES OF KIRKWOOD TOWNSHIP

By C. Timothy Lara /s/

C. Timothy Lara

By David Merritt /s/

David Merritt

By Ronald F. Temple /s/

Ronald F. Temple

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF

Office of County Commissioners

KIRKWOOD TOWNSHIP ROAD 362
KIRKWOOD TWP. SEC. 6/RD IMP 1132

Belmont County, Ohio
Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1132

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 15th day of July, 2015 at the office of the Commissioners with the following members present:

Mr. Thomas
Mrs., Favede

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition submitted by the Kirkwood Township Trustees has been presented to this Board of County Commissioners requesting said Board to vacate Kirkwood Township Road 362, a Public Road as described therein; therefore be it

RESOLVED, That the 5th day of August, 2015 at 12:30 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 12th day of August, 2015, at 9:45 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

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

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

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

Adopted July 15, 2015

Jayne Long /s/
Clerk, Belmont County, Ohio

NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.045
ROAD IMP. # 1132

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, a resolution filed by the Kirkwood Township Trustees requesting the vacation of Kirkwood Twp. Rd 362, a public road, the general route and termini of which Road are as follows:

Beginning at the centerline intersection of Kirkwood Township Road 362 and the east line of Section No. 6, said beginning point situated in the State of Ohio, County of Belmont, Township of Kirkwood, and on the east line of Section No. 6;

Thence from place of beginning northwesterly for a distance of 5,150 feet (0.98 mi.), more or less; to the terminus.

Said terminus situated in the State of Ohio, County of Belmont, Township of Kirkwood, and on the north boundary of Section No. 6

Said Board of County Commissioners has fixed the 5th day of August, 2015, at 12:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 12th day of August, 2015, at 9:45 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

ADV. TIMES LEADER (2) Tuesdays – July 21, 2015 and July 28, 2015

IN THE MATTER OF ACCEPTING THE
RESIGNATION OF MISTY JACKSON, LPN,
FULL-TIME NURSE AT THE JAIL

Motion made by Mr. Thomas, seconded by Mrs. Favede to accept the resignation of Misty Jackson, LPN, for the position of full-time nurse at the Belmont County Jail, effective July 18, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO
THE BELMONT CO. COMMUNITY ACTION
COMMISSION GOVERNING BOARD

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following reappointments to the Belmont County Community Action Commission Governing Board, for a one-year term commencing August 1, 2015 through July 31, 2016, based upon the recommendation of the CAC Governing Board Executive Committee:

REAPPOINTMENTS:

Mr. Stanley Stein
Ms. Jody Geese
Ms. Margaret Miller
Mr. Robert Quirk
Mr. Mike Crawford

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING
THE ADDENDUM TO THE EASEMENT BETWEEN

**JOSEPH E. AND KIMBERLY A. POLOMIK (GRANTORS)
AND BELMONT COUNTY SEWER DISTRICT NO. 1 (GRANTEE)**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and sign the **addendum to the easement** between Joseph E. and Kimberly A. Polomik (Grantors) and Belmont County Sewer District No. 1(Grantee), by and through the Belmont County Commissioners, for parcel numbers 54-60002.000 and 54-60003.000 to allow access to the District’s Blaine water tank.

**ADDENDUM TO EASEMENT
(NOT TO BE RECORDED)**

This Addendum to Easement is executed on the date set forth below by Joseph E. Polomik and Kimberly A. Polomik, husband and wife, and Belmont County Sewer District No. 1, (Sewer District), by and through the Belmont County Commissioners and is to be incorporated as part of an easement granted to Sewer District by Joseph E. Polomik and Kimberly A. Polomik executed and delivered this same date.

In further consideration for Grantors’ grant of this Easement to Sewer District, Sewer District grants to Joseph E. Polomik and Kimberly A. Polomik, a right of first refusal to purchase the following described real estate:

Tract I:

Situated in the Township of Colerain, County of Belmont, State of Ohio, and being a part of Section 10, Township 6, Range 3, and being more particularly described as follows:

Beginning at a point in the County Road at the Northwest corner of the property herein described. Thence following the North line of the Grantor’s property herein N. 64° 30’ W. 100 feet more or less to a point; thence S. 25° 30’ E. 50 feet to a point; thence S. 64° 30’ W. 100 feet more or less to a point in said County Road; thence therewith 50 feet to the place of beginning. Said premises being a parcel of ground out of the Northwest corner of the land conveyed by Joe Magrocki to Frank and Augusta Gasperini, grantors herein by deed dated November 23, 1938, and recorded in Deed Book No. 299, Page 407 Belmont County Records of Deeds.

Tract II:

Situated in the Township of Colerain, County of Belmont, State of Ohio, and being a part of Section 10, Township 6, Range 3, and being more particularly described as follows: Beginning at an iron pin at the southwest corner of the property herein described, which pin bears the following two courses and distances from the southwest corner of Section 10, (the bearing on the west line of Section 10 being N. 5° 24’ W.). First, N. 8° 14’ E. 926.33 feet; second, N. 64° 30’ E. 123.79 feet. Thence from this place of beginning N. 25° 30’ W. 50 feet to an iron pin on the North line of the Grantors’ land herein; thence therewith N. 64° 30’ E. 55 feet to a point; thence S. 25° 30’ E. 50 feet to a point; thence S. 64° 30’ W. 55 feet to the place of beginning, containing 2,750 square feet, more or less. .06

Being parcel numbers 54-60002.000 and 54-60003.000.

In the event that Sewer District sells either of said parcels during the lifetime of Joseph E. Polomik and/or Kimberly A. Polomik, Sewer District shall follow any and all legal procedures required to offer said property for bid in accordance with Ohio Law. In the event that a bid is received that Sewer District intends to accept, Sewer District shall notify Joseph E. Polomik and/or Kimberly A. Polomik of its intent to accept the bid, and Joseph E. Polomik and/or Kimberly A. Polomik shall have fourteen (14) days within which to notify Belmont County Sanitary District No. 1 in writing of their intent to purchase the property for the same amount, and on the same terms and conditions as said bid. Joseph E. Polomik and/or Kimberly Polomik shall have an additional twenty (20) days to tender full payment for the property to be sold. In the event written notice of intent to purchase is not received by Sewer District within said fourteen (14) day period, Sewer District shall be free to sell said property to said bidder.

Notices shall be delivered by hand delivery, Federal Express, or by Certified Mail.

This right of first refusal shall be personal to Joseph E. Polomik and Kimberly A. Polomik, and shall only be exercised by them during the term of their respective lives. The right shall terminate upon death. The right is not assignable. This right of first refusal shall also terminate at any point in time when neither Joseph E. Polomik or Kimberly A. Polomik have an ownership interest in the property subject to this Easement.

Executed this 15th day of July, 2015.

Belmont County Commissioners

Matt Coffland
Ginny Favede /s/

Ginny Favede
Mark A. Thomas

Mark A. Thomas
Approved as to Form
David K. Liberati /s/

David K. Liberati
Assistant Prosecuting Attorney

Joseph E. Polomik

Kimberly A. Polomik

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM
THYSSENKRUPP ELEVATOR CORP. FOR THE PURCHASE AND
INTALLATION OF ONE SET OF CAB PADS/COURTHOUSE ELEVATOR**

Motion made Mr. Thomas, seconded by Mrs. Favede to approve the proposal dated June 30, 2015, from ThyssenKrupp Elevator Corporation, in the amount of \$1,900.00, for the purchase and installation of one set of cab pads for the elevator that services the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE QUOTE FROM
LOGOTEK SIGNS FOR STRIPING AND LETTERING OF
THREE VEHICLES/BELMONT COUNTY SHERIFF’S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the quote dated 07/13/15 from LogoTek Signs in the amount of \$1,125.00 for striping and lettering of the three (3) new 2016 Chevrolet Impala cruisers purchased for the Belmont County Sheriff’s Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE QUOTE FROM STALEY COMMUNICATION'S INC. FOR UPLIFTING OF THREE VEHICLES FOR THE BELMONT COUNTY SHERIFF'S DEPARTMENT

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the Quote Number 49977 – 00 RP from Staley Communications, Inc., in the amount of \$45,178.29 for all necessary uplifting of the three (3) new 2016 Chevrolet Impala cruisers purchased for the Belmont County Sheriff's Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM DDP AND ASSOCIATES FOR ARCHITECTURAL SERVICES/ FLUSHING SENIOR CENTER PROJECT

Motion made by Mr. Thomas, seconded by Mrs. Favede to accept the proposal from DDP and Associates, in the amount of \$6,000.00 (excluding reimbursable expenses) for Architectural Services for the Flushing Senior Center project.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE QUOTE FROM PANHANDLE CLEANING & RESTORATION FOR CLEANING AND SANITIZING HVAC DUCTWORK/BELMONT COUNTY JAIL.

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the proposal dated 06/09/15 from Panhandle Cleaning & Restoration, in the amount of \$6,200.00 to clean and sanitize the remaining HVAC return ductwork throughout the Belmont County Jail. (The work previously approved on 06/03/15 for the "old part" of the jail has already been completed.)

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the request from the Belmont County Tourism Council to forward an additional \$10,000.00 from the lodging tax receipts for the month of July to cover additional expenses for sponsorship of Jamboree In The Hills.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF BID OPENING FOR THE ENGINEER'S PROJECT 15-4 BEL 2-4-.50 (DEEP RUN ROAD) AND BEL 54-3.40 & 3.60 (PIPE CREEK ROAD) SLIP REPAIR

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's Project 15-4 BEL 2-4-.50 and BEL-54-3.40 & 3.60 Slip Repair Project, they proceeded to open the following bids:

| NAME | BID BOND | BID AMOUNT |
|---|----------|---------------------|
| BBR Drilling 41462 Palmer Road Belmont, OH 43718 | X | \$245,264.00 |
| Ohio-West Virginia Excavating Co. P.O. Box 128 Powhatan Point, OH 43942 Engineer's Estimate: \$336,150.00 | X | \$214,214.00 |

Present for the bid opening were Fred Bennett and Robert DeFrank of The Times-Leader.

Motion made by Mr. Thomas, seconded by Mrs. Favede to turn over all bids received for the Belmont County Engineer's Project 15-4, BEL 2-4.50 (Deep Run Road) and BEL 54-3.40 & 3.60 (Pipe Creek Road) Slip Repair project to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

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

Discussion – County Engineer Fred Bennett noted an additional five miles of Pipe Creek Road is to be paved by September.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:53 A.M.

Motion made by Mr. Thomas, seconded by Mrs. Favede to enter executive session with Angela Hatfield, Director, Belmont County Animal Shelter, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:17 A.M.

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN

Note: Commissioner Thomas said the meeting will be left open for possible further action regarding the Senior Services of Belmont County Community Building Project.

Reconvened Thursday, July 16, 2015 at 10:41 a.m. Commissioners Thomas and Favede present. Commissioner Coffland on vacation.

**IN THE MATTER OF APPROVING AND SIGNING
THE ADDENDUM WITH GREENCORE DESIGNS, INC.
TO WAIVE CLAIMS ARISING FROM DAMAGES/SENIOR
SERVICES OF BELMONT COUNTY COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and sign the Addendum Agreement between Greencore Designs, Inc. ("the Architect") and Belmont County Commissioners ("the owner) to waive all claims *arising from damages or losses caused by subsidence, or lack of subjacent support relative to the Senior Services of Belmont County Community Building.*

Addendum Agreement

THIS ADDENDUM AGREEMENT, dated as of the 16th day of July, 2015 is made and voluntarily entered into by and between:

GREENCORE DESIGNS, INC., an Ohio corporation for profit, whose mailing address is 119 Norris St., St. Clairsville, OH 43950 ("the Architect"); and

BELMONT COUNTY COMMISSIONERS, of Belmont County, Ohio ("the Owner").

WITNESSETH

WHEREAS the Owner hired the Architect to design the Senior Services of Belmont County Community Building, located at 45240 National Road, Saint Clairsville, OH 43950 ("the Project"); and

WHEREAS a Geotechnical report prepared by Geotechnical Consultants, Inc., ("GCI"), dated April 15, 2015 identified interbedded shale and sandstone bedrock at depths of 2.0 to 3.1 feet below existing grades and found the Project site is underlain by an abandoned coal mine where subsidence has occurred in the vicinity; and

WHEREAS GCI and consultant Vaughn, Coast & Vaughn, Inc., has recommended the Owner undertake additional geotechnical investigation and or remediation, including further observance, testing, and remediation of the Project site's earthwork procedures, slab preparation, concrete placement and compressive strength testing, and structural steel, in order to provide as much information as to the presence and potential for the potential impact of the abandoned mines in the vicinity of the mine and to remediate such risks; and

WHEREAS the possibility of additional subsidence greatly impacts the design of the foundation of the Project and additional geotechnical investigation may reveal the need to account for subsidence causing the Project's foundation design to be dramatically different than a standard foundation; and

WHEREAS the Architect has advised the Owner that additional geotechnical investigation and/or remediation is reasonably required to ensure the Project is safely and adequately designed; and

WHEREAS the Architect obtained a quote from GCI to complete additional investigation which was presented to the Owner on April 16, 2015 and May 4, 2015; and

WHEREAS the Architect has strongly recommended the Owner undertake such additional geotechnical investigation and/or remediation and has put his recommendations for in writing addressed to the Owner on June 2, 2015;

WHEREAS the Owner has elected not to undertake additional recommended geotechnical testing and/or remediation;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the Owner and the Architect execute this additional waiver of all claims arising from the Owner's election not to undertake further geotechnical investigation or remediation, over the Architect's strong recommendation.

Hold Harmless/Waiver of Claims Clause

Release: In consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, on behalf of themselves and their predecessors, successors, heirs, assigns, partners, officers, directors, members, employees, agents, insurers, attorneys, representatives, subsidiaries and affiliates, hereby irrevocably and unconditionally release and forever discharge Architect and his predecessors, successors, heirs, assigns, partners, officers, directors, members, employees, agents, insurers, attorneys, representatives, subsidiaries and affiliates, **and consultants** of and from any and all claims, demands, actions, causes of action, liabilities, obligations, damages, expenses, costs, punitive damages, attorneys' fees, and other liabilities of any kind whatsoever, whether known or unknown, now or in the future, matured or un-matured, specified or unspecified, vested or contingent, in law, equity, or otherwise, which OWNER have or may have against the ARCHITECT, whether arising by reason of act(s) or omission(s) or pertaining to any matter, transaction, cause, or thing whatsoever that arise out of or relate to the County's decision not to pursue recommended additional Geotechnical testing, remediation, subsidence, or issues related to **damages or losses caused by subsidence or lack of subjacent support** to the foundation, building, structure, and/or any site features of the Project. **If this agreement fails as binding for any reason, this agreement can be used as an admission of knowledge of Belmont County of the potential settlement problem and waiver of Architect or Architect's consultant's responsibility or liability.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Addendum in duplicate, each part being an original, as of the date first above written.

Witness:

AS to GREENCORE DESIGNS, INC.

GREENCORE DESIGNS, INC.

By: Jeremy Greenwood /s/

Title: President

Witness:

Jayne Long /s/
As to BELMONT COUNTY COMMISSIONERS

BELMONT COUNTY COMMISSIONERS

By: Ginny Favede /s/

Title: Vice-President

And

By: Mark A. Thomas /s/

Title: President

Upon roll call the vote was as follows:

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

July 15, 2015

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:42 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to adjourn the meeting at 10:42 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of July, 2015.

Mark A. Thomas/s/_____

Ginny Favede /s/_____ COUNTY COMMISSIONERS

Matt Coffland – Absent_____

We, Mark Thomas and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Mark A. Thomas /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK