

St. Clairsville, Ohio

July 23, 2014

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 (vacation).

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. Fire & Squad Officers Assoc. | Equipment Grant-County Share/General Fund | 4,413.00 |
| A-Wheeling Office Supply Co. | Supplies-Prosecutor/General Fund | 22.34 |
| B-Crossroads Counseling | Court-ordered counseling/Indigent Drivers Alcohol Fund | 1,767.25 |
| N-AEP Ohio-Information Service | Contract Project-Electric Service/Cap Proj/EORIPW/S Fund | 12,911.37 |
| N-Kolb Excavating | Services/SSD#1 Capital Improvements Fund | 7,420.00 |
| P-Advance Instruments, Inc. | Equipment/SSD#2 Revenue Fund | 450.00 |
| P-Cintas First Aid & Safety | Supplies/BCSSD Funds | 63.58 |
| P-Micro Flex | Supplies/BCSSD Funds | 365.55 |
| P-Wheeling Tire Center, Inc. | Materials/BCSSD Funds | 908.27 |
| P-Yorkville Bd. Of Trustees of Public Affairs | Sewage disposal/SSD#3B Deep Run Fund | 513.29 |
| S-Chad Moore | Mileage & CCW fee/Northern Ct. General Special Project Fund | 87.00 |
| S-Glynis Valenti | Professional Services/Port Authority Fund | 600.00 |
| S-PNC Bank | PNC bill/District Detention Home Fund | 743.34 |
| S-TSG | Data backup & vaulting/Northern Division Court Computer Fund | 228.30 |
| S-Wal-Mart Community | Supplies & food/District Detention Home Fund | 1,522.55 |
| W-Tri-County Help Center | Jan. 1-2014-July 30, 2014/Marriage License Fund | 6,395.50 |
| W-West | Subscription/Law Library Fund | 395.50 |

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 23, 2014 as follow:

| FUND | AMOUNT |
|---------------------------------------|---|
| A-GENERAL | \$12,641.03; \$11,331.17 |
| A-GENERAL/AUDITOR | \$2,352.18 |
| A-GENERAL/CHEST CLINIC | \$684.59 |
| A-GENERAL/EMA | \$482.49 |
| A-GENERAL/JUVENILE COURT | \$245.00 |
| A-GENERAL/SHERIFF | \$4,884.32 |
| A-GENERAL/911 | \$3,151.24; \$1,280.13 |
| B-Dog Kennel | \$102.99 |
| H-Job & Family, Public Assistance | \$3,128.55 |
| H-Job & Family, WIA | \$8,507.43 |
| K-Engineer MVGT | \$1,118.95; \$29,262.95 |
| M-Juvenile Ct.-Placement Services | \$28,420.00 |
| M-Juvenile Ct. – Placement II | \$500.00 |
| M-Juvenile Ct. – Title IV-E Reimb. | \$2,342.86 |
| N-Capital Projects-Facilities | \$2,558.00 |
| P-Oakview Admn Bldg. | \$302.86 |
| P-Sanitary Sewer District | \$5,146.77; \$17,354.19; \$321.47; \$15,562.58; \$65,209.93 |
| S-Certificate of Title Admn Fund | \$302.66 |
| S-Clerk of Courts Computer Fund | \$304.45 |
| S-District Detention Home | \$1,617.88 |
| S-Job & Family, Children Services | \$47,486.60 |
| S-Juvenile Ct. Computer Fund | \$79.90 |
| S-Oakview Juvenile Residential Center | \$3,467.68 |
| S-Senior Services | \$27,867.90 |
| S-Sheriff Commissary | \$642.03 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

N59 CAPITAL PROJECTS-SENIOR CENTERS FUND

| FROM | TO | AMOUNT |
|---|------------------------------------|------------|
| E-9059-N059-N02.013 St. C Senior Center | E-9059-N059-N08.000 Other Expenses | \$5,000.00 |

O53 NOTE RETIREMENT/SSD #2 FORCE MAIN FUND

| FROM | TO | AMOUNT |
|----------------------------------|-----------------------------------|------------|
| E-9253-O053-O01.050 Loan Payment | E-9253-O053-O03.000 Issuance Fees | \$9,087.58 |

BCSSD/VARIOUS FUNDS

| FROM | TO | AMOUNT |
|----------------------------------|-------------------------------|------------|
| E-3701-P003-P30.004 Workers Comp | E-3701-P003-P23.011 Services | \$2,000.00 |
| E-3701-P003-P31.000 OE OPER | E-3701-P003-P19.012 Equipment | \$2,000.00 |

| | | |
|--------------------------------------|---------------------------------------|-------------|
| E-3702-P005-P34.074 Transfers Out | E-3702-P005-P19.012 Equipment | \$5,200.00 |
| E-3704-P051-P16.074 Transfers Out | E-3704-P051-P03.012 Equipment | \$350.00 |
| E-3705-P053-P13.003 PERS | E-3705-P053-P03.012 Equipment | \$350.00 |
| E-3705-P053-P09.000 SEW Disposal | E-3705-P053-P16.074 Transfers Out | \$22,000.00 |
| E-9311-O011-O02.051 Interest Payment | E-9311-O011-O01.050 Principal Payment | \$45,073.36 |

S30 OAKVIEW JUVENILE REHABILITATION FUND

| FROM | TO | AMOUNT |
|-----------------------------|---------------------------------|---------------|
| E-8010-S030-S53.000 Medical | E-8010-S030-S60.000 Maintenance | \$850.00 |

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:

GENERAL FUND AND THE S77 COMMUNITY BASED

CORRECTIONS ACT GRANT FUND

| FROM | TO | AMOUNT |
|---------------------------------------|----------------------------------|---------------|
| E-0061-A002-B05.000 Intense Probation | R-1520-S077-S04.574 Transfers In | \$1,791.27 |

GENERAL FUND AND THE O50 WATER SYSTEM

IMPROVEMENT NOTE FUND

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|---------------|
| E-0257-A015-A15.074 Transfers Out | R-9250-O050-O10.574 Transfers In | \$113,558.11 |

(Total consists of \$9,764.56 in various, miscellaneous oil and gas receipts from April-July, along with \$103,793.55 in remaining funds from the April Rice Energy payment.)

M78 TITLE IV-E REIMBURSEMENT AND THE M60

CARE AND CUSTODY FUND/JUVENILE COURT

| FROM | TO | AMOUNT |
|-------------------------------------|------------------------------------|---------------|
| E-0400-M078-M02.008 Fringe Benefits | R-0400-M060-M05.500 Other Receipts | \$105.72 |

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

****APRIL 2, 2014****

| | | |
|---------------------|---------------|---------|
| E-0257-A015-A15.074 | Transfers-Out | \$37.78 |
|---------------------|---------------|---------|

Rice Energy/Geophysical Payment-Bigfoot #1085

****APRIL 16, 2014****

| | | |
|---------------------|---------------|------------|
| E-0257-A015-A15.074 | Transfers-Out | \$8,175.00 |
|---------------------|---------------|------------|

PVR/Pipeline Right-of-Way

****JUNE 3, 2014****

| | | |
|---------------------|---------------|----------|
| E-0257-A015-A15.074 | Transfers-Out | \$912.78 |
|---------------------|---------------|----------|

Gulfport Energy/Royalties

****JULY 23, 2014****

GENERAL FUND

| | | |
|---------------------|------------------|----------|
| E-0055-A004-B19.000 | County Buildings | \$459.78 |
|---------------------|------------------|----------|

Appropriation of reimbursement check from Veterans Services for supplies/materials used to construct a ramp at the Barnesville Office.

| | | |
|---------------------|----------|------------|
| E-0131-A006-A17.012 | Cruisers | \$1,849.49 |
|---------------------|----------|------------|

CORSA reimbursement for Sheriff's Dept. Claim//deer strike.

Date of Loss—06/07/14 Claim No. 0160025295

| | | |
|---------------------|-------------|-------------|
| E-0256-A014-A01.000 | CORSA Costs | \$30,242.00 |
|---------------------|-------------|-------------|

CORSA reimbursement for premium overpayment for 2014-2015 program year.

(Premium reduced due to Sargus & Oakview being removed from the BOC's policy.)

| | | |
|---------------------|-------------|----------|
| E-0256-A014-A01.000 | CORSA Costs | \$806.75 |
|---------------------|-------------|----------|

CORSA reimbursement for additional vehicle damage for Sargus claim.

Date of Loss—03/15/14 Claim No. 0160025126

| | | |
|---------------------|---------------|----------|
| E-0257-A015-A15.074 | Transfers-Out | \$450.00 |
|---------------------|---------------|----------|

Rice Drilling/Lease Bonus-BCSSD Property

| | | |
|---------------------|---------------|----------|
| E-0257-A015-A15.074 | Transfers-Out | \$189.00 |
|---------------------|---------------|----------|

Gulfport Energy/Royalties

L01 SOIL CONVERSION FUND/BSWCD

| | | |
|---------------------|-----------------------|------------|
| E-1810-L001-L05.011 | Contract Services | \$1500.00 |
| E-1810-L001-L08.000 | Scholarship-Education | \$500.00 |
| E-1810-L001-L09.000 | Travel & Expenses | \$1,060.00 |
| E-1810-L001-L14.000 | Other Expenses | \$1,168.00 |

M60 CARE & CUSTODY/JUVENILE COURT FUND

| | | |
|---------------------|----------------------------|-------------|
| E-0400-M060-M25.002 | Salaries C-CAP | \$45,991.20 |
| E-0400-M060-M26.003 | PERS C-CAP | \$10,939.46 |
| E-0400-M060-M27.005 | Medicare C-CAP | \$ 1,133.02 |
| E-0400-M060-M29.008 | Insurances C-CAP | \$20,000.00 |
| E-0400-M060-M71.002 | Salaries Substance Abuse | \$50,000.00 |
| E-0400-M060-M72.003 | PERS Substance Abuse | \$11,767.64 |
| E-0400-M060-M73.005 | Medicare Substance Abuse | \$ 1,218.79 |
| E-0400-M060-M75.008 | Insurances Substance Abuse | \$25,000.00 |

O50 NOTE RETIREMENT FUND-2014 WATER SYS IMP

| | | |
|---------------------|-------------------------|--------------|
| E-9250-O050-O01.050 | Principal Loan Payments | \$103,793.55 |
| E-9250-O050-O02.051 | Interest Payments | \$ 9,764.56 |

OAKVIEW JUVENILE/VARIOUS

| | | |
|---------------------|-------------------------------------|-------------|
| E-8007-S027-S06.000 | OVESC Program Supplies | \$11,000.00 |
| E-8011-S031-S02.000 | Food (Meal Tickets/US Food Per Inc) | \$75.00 |

S17 CHILDREN SERVICES FUND/BCDJFS

| | | |
|---------------------|----------------|------------|
| E-2765-S017-S31.000 | Other Expenses | \$4,564.00 |
|---------------------|----------------|------------|

S25 CHILDREN SERVICES FUND/BCDJFS

| | | |
|---------------------|---------------|-------------|
| E-2766-S025-S10.074 | Transfers Out | \$76,442.50 |
|---------------------|---------------|-------------|

S30 OAKVIEW JUVENILE REHABILITATION FUND

| | | |
|---------------------|----------------------------|--------------|
| E-8010-S030-S40.000 | Grant Holding Account | \$7,792.16 |
| E-8010-S030-S51.002 | Salaries | \$227,000.00 |
| E-8010-S030-S53.000 | Medical | \$5,000.00 |
| E-8010-S030-S55.010 | Supplies | \$2,000.00 |
| E-8010-S030-S56.000 | Motor Vehicles | \$2,000.00 |
| E-8010-S030-S57.000 | Travel & Staff Development | \$1,000.00 |
| E-8010-S030-S58.000 | Communications | \$21,000.00 |
| E-8010-S030-S59.000 | Fuel/Utilities | \$25,000.00 |
| E-8010-S030-S60.000 | Maintenance & Repair | \$25,000.00 |
| E-8010-S030-S63.000 | General | \$1,000.00 |
| E-8010-S030-S65.000 | Indirect Costs | \$16,270.84 |
| E-8010-S030-S66.003 | PERS | \$25,000.00 |
| E-8010-S030-S67.004 | Workers Compensation | \$7,000.00 |
| E-8010-S030-S68.006 | Hospitalization | \$35,000.00 |
| E-8010-S030-S69.007 | Unemployment Compensation | \$2,000.00 |
| E-8010-S030-S70.005 | Medicare | \$3,000.00 |

S69 MRDD/MEDICAID RESERVE FUND

| | | |
|--------------------|-------------------|--------------|
| E-2413-S069-S1.011 | Contract Services | \$275,049.35 |
|--------------------|-------------------|--------------|

S77 COMMON PLEAS/ADULT PROBATION/COMMUNITY BASED CORRECTIONS ACT

| | | |
|---------------------|-----------------|-------------|
| E-1520-S077-S01.002 | Salaries | \$19,178.02 |
| E-1520-S077-S02.005 | Medicare | \$252.00 |
| E-1520-S077-S04.006 | Hospitalization | \$3,531.85 |
| E-1520-S077-S03.003 | PERS | \$2,434.25 |
| E-1520-S077-S05.004 | Workers Comp | \$313.00 |

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND

| | | |
|---------------------|----------|------------|
| E-1511-W080-P01.002 | Salary | \$1,250.00 |
| E-1511-W080-P02.010 | Supplies | \$250.00 |
| E-1511-W080-P03.000 | Travel | \$28.00 |
| E-1511-W080-P04.000 | Other | \$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 July 23, 2014, 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 or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mrs. Favede to request the Belmont Co. Budget Commission certify the following monies.
GENERAL - \$459.78 paid into R-0050-A000-A45.500 Refunds and Reimbursements on 07/11/14. *Check from Veterans Services to reimburse General Fund for supplies/materials used to construct a ramp at the Barnesville Office.*
\$1,849.49 – CORSA reimbursement deposited July 15, 2014. *Sheriff's Dept. Claim No. 0160025295 – DOL 06/07/14.*
O50 Note Retirement Fund/2014 Water System Improvements - \$113,558.11 transferred from the General Fund 07/23/14
(Total consists of \$9,764.56 in various, miscellaneous oil and gas receipts from April-July, along with \$103,793.55 in remaining funds from the April Rice Energy payment.)

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 Mrs. Favede, seconded by Mr. Thomas to grant permission for county employees to travel as follows:
SENIOR SERVICES – Barb Ballint, John Carlier, Tina Burkhart and David Hacker to travel to Cambridge, OH, on July 24, 2014 to attend a AAA Strategic Planning Hearing. Barb Ballint and John Carlier to travel to Columbus, OH, on July 28, 2014, to attend an OASC – Employment Law Seminar. Tish Kinney and Seniors to travel to Pittsburgh, PA, on August 4, 2014, for a Senior Center outing. Sue Hines and Seniors to travel to Woodsfield, OH, on August 7, 2014, for a Senior Center outing. Sue Hines and Seniors to travel to Moundsville, WV, on August 14, 2014, to for a Senior Center outing. Mike McBride and Seniors to travel to Triadelphia, WV, on August 18, 2014, for a Senior Center outing. Daisy Braun, Tish Kinney, Sue Neavin, Valerie Forst, Sue Hines and Seniors to travel to Wheeling, WV, on August 26, 2014, for various Senior Centers outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCHEDULING THE BOARDS'
REGULAR MEETING OF JULY 30, 2014 TO JULY 29, 2014

Motion made by Mr. Thomas, seconded by Mrs. Favede to reschedule the board's regular meeting of Wednesday, July 30 to Tuesday, July 29, due to a scheduling conflict and to notify media of the same.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION AUTHORIZING MATT COFFLAND TO PREPARE
AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS
COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION
IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

"AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL"

ATTACHMENT C

RESOLUTION AUTHORIZING MATT COFFLAND TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN
THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION
IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

Motion made by Commissioner Thomas, seconded by Commissioner Favede to adopt the following resolution:

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Belmont County Commission is planning to make capital improvements to **BEL 86-3.79 and BEL 86-3.94 Emergency Slip Repair Project**, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner Matt Coffland is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner Matt Coffland is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Upon roll call the foregoing was unanimously adopted.

Passed: July 23, 2014

Signed: **Belmont County Commissioners**

Absent

Commission President

Mark A. Thomas /s/

Commission Vice-President

Ginny Favede /s/

Commissioner

IN THE MATTER OF ENTERING A ROADWAY USE AND
MAINTENANCE AGREEMENT FOR DRILLING PROJECTS
AND INFRASTRUCTURE WITH ECLIPSE RESOURCES I, LP

Motion made by Mr. Thomas, seconded by Mrs. Favede to enter into a **Roadway Use and Maintenance Agreement for Drilling Projects and Infrastructure** with Eclipse Resources I, LP for the use of Belmont CR 70 (Pultney Ridge Road), Belmont CR 120 (Douglas Road, Fairview Road & Belmont CR 114 (Fairview Road) for the purpose of hauling material from the Hayes CGF to 62069 Fairview Road, Barnesville.

Note: Per Engineer Fred Bennett, the well is located in Guernsey County, but they will be hauling materials from that site onto Belmont County roads.

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 Eclipse Resources I, LP, whose address is 2121 Old Gatesburg Road, State College, PA 16803 (Hereafter as "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Warren 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 [**Hayes Central Gathering Facility (Hayes CGF)**], (hereafter collectively referred to as "oil and gas development site") located in Millwood Township, in Guernsey County, Ohio; and

WHEREAS, Operator intends to commence use of **Belmont CR 70 (Putney Ridge Road), Belmont CR 120 (Douglas Road Fairview Road, & Belmont CR 114 (Fairview Road)** the purpose of hauling material from the Hayes CGF to 62069 Fairview Road, Barnesville, Ohio 43713, (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 5 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 **CR70**, to be utilized by Operator hereunder, is that exclusive portion beginning at **The Guernsey County line and continuing to the intersection of CR 120**. It is understood and agreed that the Operator shall not utilize any of the remainder of **CR70** for any of its Drilling Activities hereunder.

2. The portion of **CR120** to be utilized by Operator hereunder, is that exclusive portion beginning at **The intersection of CR 70 and continuing to the intersection of CR 114**. It is understood and agreed that the Operator shall not utilize any of the remainder of **CR 120** for any of its Drilling Activities hereunder.

3. The portion of **CR 114**, to be utilized by Operator hereunder, is that exclusive portion beginning at **The intersection of CR 120 and continuing to 62069 Fairview Rd., Barnesville, Ohio 43713**. It is understood and agreed that the Operator shall not utilize any of the remainder of **CR 114** for any of its Drilling Activities hereunder.

4. 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.

5. 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.

6. 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.

7. 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 **\$100,000 & 00/100 DOLLARS (\$0.00)** 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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

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

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

15. 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.

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

17. This Agreement shall be in effect on July 23, 2014.

Executed in duplicate on the dates set forth below.

Authority

By: _____

Commissioner/Trustee

By: Ginny Favede /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: 7-23-14

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) Maintain CR 70, CR 120, & CR 114 during Drilling Activities for those damages caused by Operator's Drilling Activities.

Operator

By: Bruce King /s/

Printed Name: Bruce King

Company Name: Eclipse Resources

Title: VP, Operations

Dated: 7/21/14

- 3) 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.
- 4) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 5) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740) 310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 1) Provide for minor maintenance of the road during the 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.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH EPC SERVICES COMPANY/HOLLOWAY SUBSTATION

Motion made by Mr. Thomas, seconded by Mrs. Favede to enter into a **Roadway Use and Maintenance Agreement for Drilling Projects and Infrastructure** with EPC Services Company for the use of County roads for the purpose of ingress and egress from the Holloway Substation, for traffic necessary for the purpose of constructing the Holloway Substation in Mead Township. *Note: Bond No. 2186275 for \$654,000 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 EPC Services Company whose address is 3521 Gabel Road, Billings, MT 59102 (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, and intends to construct the Holloway Substation, including the equipment, facilities and impoundments necessary for the construction of the Holloway Substation (hereafter collectively referred to as "electrical substation site") located in Mead Township, in Belmont County, Ohio; and

WHEREAS, Contractor intends to commence use of roads as shown and described in Appendix B for the purpose of ingress to and egress from the Holloway Substation, for traffic necessary for the purpose of constructing the Holloway Substation (hereinafter referred to collectively as "Construction"); 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; 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 condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Construction 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, prior to the use of those 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 the roads as 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 of Township roads for any of its Construction Activities hereunder.

3. 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 Drilling 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 Drilling 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 contractors and or agents.

4. The Contractor shall give notice to the railroad at least thirty (30) days prior to any known Construction 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.

5. 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 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, at Contractor'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 Construction 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 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. The Contractor provides a geotechnical analysis of the route, mutually accepted by the Authority and Contractor, and based on that analysis, a Contractor and an Authority-approved maintenance plan for the route or Contractor and an Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - b. 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.
7. 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.
8. 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.
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 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.
10. 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.
11. 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
12. Contractor assumes all liability for subcontractors and or agents working on Contractor's behalf.
13. This Agreement shall be binding upon Contractor 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 July 23, 2014.
- Executed in duplicate on the dates set forth below.

Authority

By: _____
Commissioner/Trustee

By: Ginny Favede /s/ _____
Commissioner/Trustee

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

By: Fred F. Bennett /s/ _____
County Engineer

Dated: 7-23-14

Approved as to Form:
David K. Liberati /s/ (Assistant)
County Prosecutor

Contractor

By: Lynn Larson /s/ _____

Printed Name: Bruce King

Company Name: EPC Services Company

Title: VP, Operations

Dated: 7/18/14

Appendix A

Contractor shall:

- 1) Replace/upgrade Hawthorne Hill Road in accordance with the attached Map, ODOT and/or county standards
- 2) Provide for videotaping of the route prior to Construction, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 3) Provide an engineering report for those sections of Hawthorne Hill Rd. that make up the Spoils Hauling Route detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Construction.
- 4) Maintain CR/TR during Construction Activities for those damages caused by Contractor's Activities.
- 5) Provide for a contractor to perform minor maintenance on 24 hour notice for damages caused by Contractor's Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Contractor shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Contractor 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 Contractor's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 1) Authority agrees to give 24 hour prior notice to the Contractor when maintenance is needed.
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Construction at the Authority's cost and expense, including snow/ice control, mowing, etc.
- 3) Provide a list of any additional Contractors utilizing the same Route and establish a mutually agreeable manor for assigning responsibility for repairs to each contractor.

Appendix B: See Attached Hauling and Concrete Delivery Map (Also Sent Via CD)

Appendix C: Engineering Report For Road Condition

Appendix D: Lidar Road Survey and Video Sent Via CD

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION DECLARING THE NECESSITY OF LEVYING A RENEWAL TAX FOR BELMONT COUNTY CHILDREN SERVICES BOARD

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

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

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

Supplementing appropriations for the care and placement of abused, neglected and dependent children of Belmont County, at a rate not to exceed (0.65) sixty five hundredths of a mill for each one dollar of valuation, which amounts to six and one half cents (6 ½¢) for each one hundred dollars of valuation commencing in 2015, first due in calendar year 2016, for a period of ten (10) years (Ohio Revised Code Section 5705.05) and;

BE IT FURTHER RESOLVED, that the question of levying the renewal taxes be submitted to the Board of Elections of said Belmont County at the General Election to be held at the usual voting places within said Belmont County on the 4th day of November, 2014, and;

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

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

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

| | |
|---|---------------|
| <u>Commissioner Matt Coffland, President</u> | <u>Absent</u> |
| <u>Mark Thomas /s/</u> | |
| <u>Commissioner Mark Thomas, Vice President</u> | <u>Yes</u> |
| <u>Ginny Favede /s/</u> | |
| <u>Commissioner Ginny Favede</u> | <u>Yes</u> |

In Witness Whereof, the following have executed this instrument this 23rd day of July, 2014.

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of July 23, 2014 as recorded in Volume 95 of the Belmont County Commissioners Journal.

Jayne Long /s/
Jayne Long, Clerk

APPROVED AS TO FORM
David K. Liberati /s/ (Assistant)
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF MAKING APPOINTMENTS TO THE BELMONT CO. LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following appointments to the Belmont County Local Emergency Planning Committee (LEPC) pursuant to Ohio Revised Code Section 3750.03 effective June 24, 2014 through August 15, 2015, and hereby authorize the submittal of the applications for these appointment to the Ohio EPA/SERC (State Emergency Response Committee) for approval:

Note: These appointments are to fill the unexpired term of former members who no longer hold their designated position.

ELECTED OFFICIAL

Ginny Favede (Replaces Chuck Probst) Belmont County Commissioner

LAW ENFORCEMENT

James M. Faunda (Replaces Jeff LaRoche) Lieutenant, Ohio State Highway Patrol
John McFarland (Replaces Jeremy Campbell) Police Chief, Martins Ferry Police Dept.

FIRST AID

James Applegate (Replaces Glenda Hollandworth) American Red Cross

ADDITIONAL GROUPS

Bryan Minder (Added Board Member) Belmont County 911 Director

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION AUTHORIZING AND DESIGNATING AN ADDITIONAL FIVE PERCENT OF ALL COLLECTIONS OF DELINQUENT REAL PROPERTY, PERSONAL PROPERTY, AND MANUFACTURED AND MOBILE HOME TAXES AND ASSESSMENTS TO BE DEPOSITED IN THE DELIQUENT TAX AND ASSESSMENT COLLECTION FUND FOR THE USE OF AND APPROPRIATING SUCH AMOUNT TO THE USE OF THE BELMONT COUNTY LAND REUTILIZATION CORPORATION AND PROVIDING FOR RELATED MATTERS

NOTE: THIS MOTION WAS RESCINDED AT A SPECIAL MEETING HELD JULY 25, 2014

RESOLUTION

Authorizing and designating an additional five percent of all collections of delinquent real property, personal property, and manufactured and mobile home taxes and assessments to be deposited in the delinquent tax and assessment collection fund for the use of and appropriating such amount to the use of the Belmont County Land Reutilization Corporation and providing for related matters.

WHEREAS, the Board of Belmont County Commissioners (the "Board") has heretofore authorized and directed the Belmont County Treasurer (the "County Treasurer") to file, and the County Treasurer has filed, articles of incorporation, organizing the Belmont County Land Reutilization Corporation (the "Corporation").

WHEREAS, pursuant to Section 1724.10(B) of the Ohio Revised Code the Board has heretofore authorized, approved, executed and delivered an agreement and plan with the Corporation for it to act as agent for the County for the purpose of exercising the powers of Chapter 5722 of the Ohio Revised Code.

WHEREAS, pursuant to subdivision (B) of Section 321.261 of the Ohio Revised Code, the Board has received a request from the County Treasurer to authorize and designate the Additional DTAC Fee to be deposited in the County's delinquent tax and assessment collection fund and to appropriate and disburse the same upon its deposit for the exclusive use of the Corporation subject to the terms and provisions of this Resolution.

AND WHEREAS, the Board now desires to designate and authorize the Additional DTAC Fee, subject to the provisions of this Resolution.

BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio that pursuant to and in accordance with Section 321.261(B) of the Ohio Revised Code the Additional DTAC Fee is hereby authorized and designated to be applied on all collections of delinquent real property, personal property and manufactured and mobile home taxes and assessments solely for the use of the Corporation for so long as the Corporation serves as the agent of the County for the purpose of exercising the rights of the County under Chapter 5722 of the Ohio Revised Code, subject to the limitation hereinafter provided.

BE IT FURTHER RESOLVED that all amounts of the Additional DTAC Fee shall be deposited in the delinquent tax and assessment collection fund of the County and such amounts upon their deposit in such fund are hereby appropriated for the sole use of the Corporation and shall be disbursed to the Corporation.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and she is hereby instructed to transmit a copy of this resolution to the County Auditor, the County Treasurer and the County Administrator.

BE IT FURTHER RESOLVED that this resolution shall take effect and be in force immediately upon its adoption.

On Motion of Commissioner Thomas, seconded by Commissioner Favede, the foregoing resolution was duly adopted.

Ayes: Commissioner Thomas, Commissioner Favede

Nays:

Adopted this 23rd day of July, 2014.

Jayne Long /s/
Clerk of the Board

DISCUSSION HELD RE: LAND BANK – Mrs. Favede explained the above resolution was specifically being done to fund the Belmont County Land Bank. It will be for operational funds and is allowed by the Ohio Revised Code. Currently 5% of the money is separated with 2.5% going to the Prosecutor's Office and 2.5% stays with the Treasurer. The additional 5% will go directly to the Land Bank for operation. The \$500,000 grant money we have applied for would be specifically used for the demo. The DTAC Fees will be used to operate the Land Bank. It is a separate, non-profit organization and not within the Commissioners' Office. It will be allowed to operate on its own with these funds.

**IN THE MATTER OF APPROVING THE ESTIMATE FROM
PETTICORD & SON, INC. FOR PAINTING AND PATCHING
AT THE PROSECUTOR'S OFFICE**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the estimate from Petticord & Son, Inc. in the amount of \$8,335.00 for all labor and materials necessary for interior patching and painting at the Belmont County Prosecutor's Office.

Petticord & Son, Inc.
10 Forest Park
Wheeling, WV 26003
WV000363

Estimate

June 24, 2014

Sent by E-Mail:connie.vorhies@co.belmont.oh.us

Belmont County Prosecutors Office
Attn: Connie Vorhies
Courthouse Annex No. 1
147 – A West Main Street
St. Clairsville, OH 43950
Re: Interior Painting and Patching

Dear Connie:

Petticord & Sons Inc. is pleased to offer this proposal to furnish labor and material for the above referenced project for the base bid of **EIGHT THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS (\$8,335.00)**.

Scope of Work

- Miscellaneous plaster patching will be done.
- All border paper will be removed.
- Wood paneling will be primed and painted.
- All walls will receive a coat of primer and a coat of finish paint.
- Doors and frames will receive two (2) coats of latex enamel.
- All flooring and furniture will be protected during the painting process.

We carry Workmen's Compensation, Liability and Property Damage Insurance and employ union labor.

If you have any questions, please call me either at (304) 233-2727 or on my cell at (304) 281-1310.

Sincerely,

Scott Petticord /s/

Scott Petticord

President

DATE APPROVED 7-23-14

Mark A. Thomas /s/

Ginny Favede /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE FROM FLAG FLOORS
FOR CARPETING IN THE COMMON PLEAS COURT OFFICES AND JURY ROOM**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve estimate #3403 from Flag Floors in the amount of \$7,515.00 for the installation of new carpeting in the Belmont County Common Pleas Court offices and jury room.

Flag Floors of Barnesville
207 N. Chestnut St.
P.O. Box 263
Barnesville, Ohio 43713

ESTIMATE

| Date | Estimate # |
|----------|------------|
| 6/2/2014 | 3403 |

| Name/Address | Project |
|--|---------|
| BELMONT COUNTY COURTHOUSE 101 WEST MAIN STREET ST CLAIRSVILLE OHIO 43950 | |

| Phone # | Fax # | Email | Website |
|---------------|---------------|----------------------|--------------------|
| (740)425-3344 | (740)425-3614 | sales@flagfloors.com | www.flagfloors.com |

| Description | Qty | Rate | Total |
|--|-----|----------|------------|
| JUDGE FREGIATO OFFICES JURY..... TAKE UP EXISTING CARPET, PAD AND BASE, INSTALL SHAW LEGEND FALLS 32OZ SOLUTION DYED NYLON CARPET WITH ¼ 8LB PAD INSTALL NEW 4 BASE.. | | 6,115.00 | 6,115.00 |
| JUDGE SOLOVAN TAKE UP EXISTING CARPET AND PAD. INSTALL SHAW LEGEND FALLS 32OZ SOLUTION DYED NYLON CARPET WITH ¼ 8LB PAD. | | 1,400.00 | 1,400.00 |
| ELECTRONICS AND FURNITURE NO INCLUDED | | | |
| Estimate valid for 30 days | | Total | \$7,515.00 |

A 50% DEPOSIT IS REQUIRED BEFORE ORDERING ANY MATERIALS. REMAINING BALANCE IS DUE WITHIN SEVEN (7) DAYS UPON COMPLETION OF JOB.

SIGNATURE _____ DATE _____

DATE APPROVED 7/23/14 _____

Mark A. Thomas /s/ _____

Ginny Favede /s/ _____

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mike Bianconi said he was upset that he couldn’t speak at last week’s meeting. (The Open Public Forum portion of the meeting was held at the Jamboree In The Hills site.) He said he doesn’t think it’s the best expense of county dollars to have the meeting at Jamboree in the Hills and for staff to attend.

Mr. Thomas said he wants to make it clear, on the record, about his stance on open public forum. He said there is some communication out there that he does not want open public forum and that nothing is further from the truth. He said Mr. Hord had brought up limiting the time someone speaks and he thinks that is a good idea. Mr. Thomas said this board is the most receptive that he has ever seen, with regard to public comment. He explained his comment from before was that the board gets behind on the agenda because public forum dominates the agenda. He feels regular agenda items should be done first then have open public forum.

DISCUSSION HELD RE: LAND BANK - Mrs. Favede interjected and said she just received a letter from the County Treasurer, Kathy Kelich, informing the board she is not going to support the additional increase to the DTAC funds contrary to what she reported at the land bank meeting last week. Mrs. Favede read from the letter and said Ms. Kelich is requesting the board designate by resolution an additional 2½% of all collections of the delinquent real property for the purpose of funding. She is aware the 5% increase was anticipated to assist with start-up; however, she remains concerned about the reduction in funding that will result to schools, townships, villages and cities. Ms. Kelich believes in making the land bank a success and pledges her portion of the second half 2013. She is supporting a 2½% increase to the DTAC fund until such time the increase is not needed to insure the reduction to local schools and government funding is minimized. Mrs. Favede said she is not sure where this leaves us. Mr. Thomas asked what the statute says. Jayne Long, Clerk, said the resolution states it is based on the Treasurer’s request. Mrs. Favede said that everyone needs to acknowledge that this is important because it gives us the ability to mend blight in our county. For some reason road blocks continue to be thrown up and she is not sure why. Mr. Thomas said he will do whatever he can do to help the land bank.

OPEN PUBLIC FORUM Continued – Mr. Thomas said that the board remains intent as a group to listen to county tax payer’s issues, questions, etc. He said, “Any reflection, upon me, that I don’t want public comment is simply not true.”

Mike Bianconi referenced the recent use of Tourism dollars (\$100,000 for a porch roof in Barnesville and \$50,000 for the remodel of Black Horse in Morristown) and said he thinks the Board should pressure Tourism Board to use tourism dollars to restore the courthouse. He also suggested using tourism dollars to catch illegal dumpers or avenues like that. He asked the Board to look at where the tourism money is going and to use their influence and power to funnel money to repair the courthouse. Mr. Thomas said the Tourism Council meeting is tomorrow night at the mall office. One issue with regard to Tourism money is what is being brought in and the additional anticipated money; everywhere he goes, new hotels are being put up or are in the plans to go up. He said maybe in the future the Board of Commissioners can make suggestions to the Tourism board. Maybe there needs to be a bigger master plan for the Tourism Council, noting that the money coming in is going to be a lot more.

Mike Bianconi said the Tourism Board gives money to help fund the Carnes Center. The Carnes Center doesn’t pay any taxes, but they generate money and we are subsidizing the Carnes Center. He said the Carnes Center is in direct competition with private businesses that pay taxes.

Richard Hord had asked if any of the \$486,000 the Port Authority received from Rice Energy would be used to reimburse the Department of Job and Family Services for the TANF money that was utilized to create the Port Authority, which amounted in the first two years to \$479,950. Mr. Thomas said the easy answer is no. There was no dialogue at that time that the Port Authority would reimburse the money. The amount

referenced wasn't even spent to set up the Port Authority. Mr. Hord read from a document from July, 2010 that the Port Authority would vacate its offices in St. Clairsville immediately and relocate to the riverfront saving the county significant occupancy cost. Larry Merry, Port Authority Director, said that was back at the time the Port Authority and the county were having some issues. Mr. Thomas said he doesn't see any reason for the Port Authority to move.

Mr. Hord asked if there was any grant money available for the second phase of the old jail renovation. Mrs. Favede said that funding source has been discontinued on behalf of the federal government. The allocation of \$679,000 plus the 20% local match could not do both the front half, which was the sheriff's residence and the second half, which is the actual jail. It was decided between the Board of Commissioners and the Department of Transportation that oversees the federal enhancement, that it would be broken into two phases. Phase I utilizing the grant allotment towards the restoration of the sheriff's residence and Phase II would be the potential restoration of the actual jail. There are no further options at this point as far as grant dollars. At the CCAO Courthouse Symposium in May, there was a county that had a similar situation and they had gutted their actual jail and renovated it to use as offices. Mrs. Favede is looking into what funds were used, what contractors were used, etc.

Mr. Hord suggested having another quarterly report on Senior Services. Mr. Thomas and Mrs. Favede had no issues with that.

IN THE MATTER OF BID OPENING FOR FURNISHING 3 NEW 4-WHEEL DRIVE OR ALL-WHEEL DRIVE VEHICLES AND 1 NEW COMPACT SEDAN/BCDJFS

This being the day and 9:45 a.m. being the hour that bids were to be on file in the Commissioners' Office for furnishing three (3) new 4-wheel drive or all-wheel drive vehicles and one (1) new compact sedan for the Belmont Co. Dept. of Job & Family Services, they proceeded to open the following bids:

| NAME | BID BOND | BID AMOUNT |
|---|-----------------|--------------------|
| Doan Ford 66870 Belmont-Morristown Road Belmont, OH 43718 | X | \$96,292.00 |
| Thomas Garage, Inc. 67791 Mall Road St. Clairsville, OH 43950 | X | \$87,831.00 |
| Whiteside of St. Clairsville, Inc. 50714 National Road St. Clairsville, OH 43950 | X | \$83,592.85 |

Present for the bid opening was Carl Dieter of Doan Ford.

Motion made by Mr. Thomas, seconded by Mrs. Favede to turn over all bids received for furnishing three (3) new 4-wheel drive or all-wheel drive vehicles and one (1) new compact sedan to Bob Roth, Transportation Supervisor, Belmont Co. Department of Job & Family Services, for review and recommendation.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mrs. Favede to enter executive session with Mike Kinter, HR Manager and Bryan Minder, 911 Director, pursuant to ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:15 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 | Yes |

IN THE MATTER OF THE TEMPORARY CLOSING OF A PORTION OF COUNTY ROAD 104 (SMITH ROAD) UNION TOWNSHIP SEC. 35, T-8, R-5/RD IMP 1122

Office of County Commissioners
Belmont County, Ohio

A Public Road

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 23rd day of July, 2014, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Thomas

**RESOLUTION – ORDER TO CLOSE ROAD
Sec. 5553.10 R.C**

Mrs. Favede moved the adoption of the following Resolution:

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

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

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said road be ¹vacated, as ordered heretofore, made on journal of the date of July 9, 2014, and a copy of this resolution be forwarded to the Union Township Trustees.

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

| | |
|---------------------|---------------|
| <u>Mrs. Favede</u> | <u>Yes</u> |
| <u>Mr. Thomas</u> | <u>Yes</u> |
| <u>Mr. Coffland</u> | <u>Absent</u> |

Adopted the 23rd day of July, 2014

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 29th day of July, 2014.

_____ COUNTY COMMISSIONERS

Matt Coffland - Absent _____

We, Mark Thomas and Jayne Long, Vice-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.

_____ VICE-PRESIDENT

_____ CLERK