

St. Clairsville, Ohio

October 8, 2014

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

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Coffland, 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-AT&T	Fax line-Magistrate/General Fund	96.82
A-Draft-Co., Inc.	Web hosting-Engineer/General Fund	500.00
A-Sew Biz	Shirts for probation officers/General Fund	76.00
A-Verizon	Cell plan-Adult Probation/General Fund	180.76
B-Precision Printed Products	Envelopes/Dog and Kennel Fund	1,067.40
E-AP Wireless Investments LLC	911 Tower Lease/911 Fund1	660.00
E-Verizon	Upgrade/911 Wireless Fund	2,922.65
P-Belmont Co. Sanitary Sewer District	Transfer out/WWS#3 Revenue Fund	18,374.34
P-HD Supply Waterworks, Ltd.	Repairs/BCSSD Funds	316.92
S-Sysco Food Services of Cleveland	Food/Oakview Juvenile Residential Funds	799.05
S-TMMS	Ribbon for postage machine/Northern Ct. General Special Projects Fund	198.00
S-TMMS	Ribbon for postage machine/Eastern Ct. General Special Projects Fund	198.00
T-Chase Bank	Escrow Account BC-12-1AG1/BC-12-1AG2/Commissioners CDBG	62,112.00
W-Delinquent Collectors of Ohio	Delinquent tax collections/DRETAC Treasurer's Office Fund	3,580.02
Y-Buckeye Hills -Hocking Valley	County's Share SCIP/Issue Two Match Monies	500.00

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for October 8, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$100,918.68
A-GENERAL/AUDITOR	\$2,809.53
A-GENERAL/EMA	\$1,337.38
A-GENERAL/JUVENILE COURT	\$1,606.74; \$283.50
A-GENERAL/PROBATE COURT	\$858.50
A-GENERAL/PUBLIC DEFENDER	\$1,079.66
A-GENERAL/RECORDER	\$7,766.22
A-GENERAL/SHERIFF	\$44,258.45
A-GENERAL/911	\$3,507.83
B-Dog Kennel	\$3,239.52
H-Job & Family, Public Assistance	\$87.86; \$63,755.73; \$64,039.80; \$1,421.41; \$13,045.30; \$9,243.50
H-Job & Family, WIA	\$13,031.67; \$53,000.00; \$269,618.54
K-Engineer MVGT	\$803.09; \$8,547.07
M-Juvenile Ct. - Intake Coordinator	\$25.00
M-Juvenile Ct. - Title IV-E Reimb.	\$609.45
N-2014 Water Sys. Improvement Note	\$15,214.62
P-Oakview Adm Bldg.	\$3,371.59
P-Sanitary Sewer District	\$1,126.52 \$25,173.08; \$23,445.50; \$159.75; \$4,041.27; \$146,588.16; \$20,400.00
S-Certificate of Title Adm Fund	\$121.08
S-District Detention Home	\$6,812.13
S-Job & Family, Children Services	\$22,821.59; \$10,925.42
S-Juvenile Ct. Computer Fund	\$122.90
S-Juvenile Ct. General Special Projects	\$4,966.54
S-Oakview Juvenile Residential Center	\$7,937.02
S-Senior Services	\$44,617.54
S-Sheriff CCW	\$3,117.00
S-Sheriff Commissary	\$1,482.01
U-Sheriff's Reserve Account	\$630.18
W-CEBCO Wellness Grant	\$513.78

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A14.012 Equipment	\$ 20,000.00
E-0121-A006-B02.002 Recorder/Salaries-Employees	E-0121-A006-B09.003 Recorder/PERS	\$15,000.00
E-0131-A006-A08.000 Food	E-0131-A006-A09.000 Medical	\$10,000.00
E-0131-A006-A17.012 Cruisers	E-0131-A006-A18.000 Radio/Comm	\$5,000.00

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3701-P003-P21.000 Materials	E-3701-P003-P19.012 Equipment	\$1,500.00

E-3702-P005-P34.074 Transfers Out	E-3702-P005-P19.012 Equipment	\$19,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P21.000 Materials	\$8,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P18.010 Supplies	\$600.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P31.000 Other Expenses	\$36,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P03.012 Equipment	\$1,600.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P03.012 Equipment	\$1,300.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P02.010 Supplies	\$30.00
E-3706-P055-P15.000 Other Expenses	E-3706-P055-P02.010 Supplies	\$40.00
E-9027-N027-N01.055 Services	E-9027-N027-N06.055 Materials	\$11,017.74

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated Oct. 8, 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
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Vince Gianangeli, Christine Parker, John LaRoche to travel to Seattle Washington, on Nov. 11-15, 2014, to attend a Differential Response Conference. Estimated expenses: \$4,976.20 *Note: A \$2,000 scholarship will be received after the conference to apply towards expenses.*

Charlotte McLaughlin, Kathy Probst and Erin Greenwood to travel to Akron, OH, on Oct. 21-23, 2014, to attend CSEA training. Estimated expenses: \$585.00

TREASURER – Katherine Kelich to travel to Columbus, OH, on Nov. 18-20, 2014, to attend County Treasurer's Assoc. Fall Conference. Estimated expenses: \$800.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 27, 2014.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF BREAST CANCER AWARENESS MONTH

Motion made by Mrs. Favede, seconded by Mr. Thomas to adopt the proclamation in recognition of Breast Cancer Awareness Month.

***PROCLAMATION
HONORING***

“BREAST CANCER AWARENESS MONTH”

WHEREAS, significant progress has been made in the fight against breast cancer, still each year hundreds of thousands of women and thousands of men in the United States will be diagnosed with breast cancer; and

WHEREAS, October is known as Breast Cancer Awareness Month, where along with the vivid colors that autumn brings, the color pink is worn and displayed to show support to those courageously fighting this disease and to honor those who have lost their lives; and

WHEREAS, during the month of October we recognize breast cancer survivors, those battling this disease, their families and friends who provide support, love and encouragement, and commend the efforts of those in the medical profession who provide treatment and the researchers who are diligently working to find a cure for this dreadful disease; and

WHEREAS, Breast Cancer Awareness Month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screenings.

NOW, THEREFORE, BE IT RESOLVED, The Belmont County Commissioners do hereby proclaim October as “Breast Cancer Awareness Month” and call this observance to the attention of all our citizens.

Adopted this 8th day of October, 2014.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the Resolution pursuant to Ohio Revised Code 5705.34, accepting the amounts and rates as determined by the Belmont County Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

Note: This action is necessary annually as part of the budgetary process. The board is accepting the County Auditors estimates of revenues to be generated by the tax levies for fiscal year 2015.

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR (BOARD OF COUNTY COMMISSIONERS)
Rev. Code, Secs. 5705.34, .35**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 8th day of October, 2014, at the office of the Belmont County Commissioners with the following members present:

Ginny Favede
Matt Coffland
Mark A. Thomas

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, this Board of County Commissioners in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2015; and

WHEREAS, the Budget Commission of Belmont County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

RESOLVED, By the Board of County Commissioners of Belmont County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount Approved by Budget Commission Inside <u>10M.Limitation</u>	Amount to be Derived From Levies Outside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
General Fund	\$2,435,000.00		2.30	
MRDD		600,500.00		1.00
MRDD		1,348,500.00		2.00
MRDD		1,000,500.00		1.50
MRDD		2,005,500.00		2.50
Senior Services Levy		474,500.00		.50
Senior Services Levy		1,080,200.00		1.00
Senior Services Levy		1,620,000.00		1.50
Sewer Construction Funds				
Water Construction Funds				
Other-Misc Construction Funds				
Children Services Levy		240,000.00		.65
Children Services Levy		120,500.00		.35
Mental Health Levy		868,500.00		1.50
Belmont County 911 Levy		1,180,000.00		1.00
Total	\$2,435,000.00	\$10,538,700.00	2.30	13.50

**SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	<u>Maximum Rate</u>	<u>County Auditor's</u>
	Authorized To Be Levied	Estimate of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND :	YEAR	
Current expense levy authorized by voters on Not to exceed _____ Years.		
Current expense levy authorized by voters on Not to exceed _____ Years		
Current expense levy authorized by voters on Not to exceed _____ Years		
Current expense levy authorized by voters on Not to exceed _____ Years		
TOTAL GENERAL FUND OUTSIDE 10 M. LIMITATION		
SPECIAL LEVY FUNDS:		
Levy authorized by voters on MRDD not to exceed Continuous Years	11/04/1980	1.00
		600,500.00
Levy authorized by voters on MRDD not to exceed Continuous Years	05/07/1985	2.00
		1,348,500.00
Levy authorized by voters on MRDD not to exceed Continuous Years	11/04/1986	1.50
		1,000,500.00
Levy authorized by voters on MRDD not to exceed Continuous Years	05/04/1999	2.50
		2,005,500.00
Levy authorized by voters on Senior Services not to exceed 5 Years	11/02/2010	.50
		474,500.00
Levy authorized by voters on Senior Services not to exceed 5 Years	11/06/2012	1.00
		1,080,200.00
Levy authorized by voters on Senior Services not to exceed 5 Years	11/05/2013	1.50
		1,620,000.00
Levy authorized by voters on Children Services not to exceed 10 Years	11/02/2004	.65
		240,000.00
Levy authorized by voters on Children Services not to exceed 10 Years	05/02/2006	.35
		120,500.00
Levy authorized by voters on Mental Health not to exceed 10 Years	11/08/2005	1.50
		868,500.00
Levy authorized by voters on Belmont County 911 not to exceed 5 Years	11/06/2012	1.00
		1,180,000.00
Levy authorized by voters on not to exceed _____ Years		

And be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

Mark Thomas _____, Yes
Matt Coffland _____, Yes
Ginny Favede _____, Yes

Adopted the 8th day of October, 2014
 Year.

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

**IN THE MATTER OF CERTIFYING ALL DELINQUENT WATER
AND SEWER RATES AND CHANGES TO THE COUNTY AUDITOR**

Motion made by Mr. Thomas, seconded by Mr. Coffland requesting the Director of the Belmont County Sanitary Sewer District #2, #3 (Water) and #1, #2, #3A, #3B and #3C (Sewer) to certify all delinquent water and sewer rates and changes to the County Auditor of Belmont County, the same to be placed on the Tax Duplicate and collected in the same manner as other real estate taxes for the year 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SUBMITTING THE APPLICATIONS FOR APPROVAL
TO USE CDBG REVOLVING LOAN FUNDS FOR FOUR PROJECTS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize Commission President Matt Coffland to sign and submit the applications to the Ohio Office of Community Development for approval to use Community Development Block Grant Revolving Loan Funds for the following four (4) projects:

- Demolition of County Annex II (Old County Home) \$200,000
- Richland Township-Jungle Inn Road Street Improvements (Retaining Wall) \$55,000
- York Township-Waterline extension on Stern Road \$56,000
- Village of Morristown-Flood & Drainage Project (Installation of catch basin and culvert on Main Street) \$34,000

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SUBORDINATION OF MORTGAGE REQUEST FOR PROPERTY OWNED BY CHRISTOPHER LEE ANDERSON AND SHANNA NICOLE ANDERSON

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Subordination of Mortgage request in the amount of \$92,500.00 in regard to property owned by Christopher Lee Anderson and Shanna Nicole Anderson, based upon the recommendation of Rick Healy, Belomar Regional Council.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that First National Bank of Pennsylvania, 4140 East State Street, Hermitage, PA 16148, shall loan the sum of **\$92,500.00** to **Christopher Lee Anderson and Shanna Nicole Anderson**, married, of 127 Grace Avenue, Barnesville, Ohio, upon the security of a mortgage recorded in Official Record Volume ____, Pages ____, upon the following real property:

See Attached Exhibit A.

The undersigned, Matt Coffland, Ginny Favede, and Mark Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said First National Bank of Pennsylvania, 4140 East State Street, Hermitage, PA 16148, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of mortgages thereon, dated August 15, 2008, executed and delivered to the Belmont County Recorder, by said **Christopher Lee Anderson and Shanna Nicole Anderson**, and recorded in Volume 0166, at pages 949-951, and Volume 0966, at Pages 790-791 of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages First National Bank of Pennsylvania, is now the owner and holder.

Matt Coffland, Ginny Favede, and Mark Thomas, Belmont County Commissioners, have caused their names to be subscribed hereto this 8th day of October, 2014.

Belmont County Commissioners:
 By: Matt Coffland /s/
 Matt Coffland
Ginny Favede /s/
 Ginny Favede
Mark Thomas /s/
 Mark Thomas

Exhibit A

Situated in the County of Belmont, State of Ohio and in the Village of Barnesville, and beginning for the same at a stake 300 feet South 12degrees East from the Southeast corner of Grace Avenue and East Main Street in said Village; Thence East a distance of 155 feet to the West line of the lands of Byron Thomas, formerly owned by Bruce Neff; thence with West line South 12 degrees East and distance of 150 feet; thence West a distance of 155 feet to the East side of Grace Avenue; thence with the East line of Grace Avenue North 12 degrees West a distance of 150 feet to the beginning, containing .54 of an acre.

Permanent Parcel Number: 42-00958.000

Commonly known as 127 Grace Avenue, Barnesville, OH 43713

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A CONTRACT WITH CROSS ROADS CONSTRUCTION, INC./ENGINEER PROJECT 14-5, BEL 54 & BEL 56 BRIDGE REPLACEMENT

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into contract with Cross Roads Construction, Inc. on behalf of the Belmont County Engineer, in the amount of \$588,000.00, for Project 14-5 BEL 54 & BEL 56 Bridge Replacement, an Ohio Public Works Commission project, based upon the recommendation of Fred Bennett, County Engineer.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS

ISSUE 1

**PROJECT 14-5 BEL 54 & BEL 56 BRIDGE REPLACEMENT PROJECT
 OPWC PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 8th day of October, 2014 between **CROSS ROADS CONSTRUCTION INC.**, 3155 Harding Lane, Cambridge, Ohio 43725 and Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners of Belmont County, WITNESSETH that said **CROSS ROADS CONSTRUCTION, INC.** hereby agrees to furnish all services, labor, material and equipment necessary to remove and construct a new bridge and perform all associated roadway, grading, drainage and other work described in accordance with plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	BEL-54-3.65	LUMP SUM	\$347,000.00
	BEL-56-20.17	LUMP SUM	\$241,000.00
	CLEARING, REMOVAL & DISPOSAL OF EXISTING BRIDGE, AND CONSTRUCTION OF A NEW BRIDGE, INCLUDING ABUTMENT WORK, WITH ROADWAY EXCAVATION, EMBANKMENT, GRADING, PAVING, GUARDRAIL, SIGNING, STRIPING, AND SEEDING, AS PER CONTRACT SPECIFICATIONS		
	TOTAL		\$588,000.00

County will certify \$188,400.00.

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **CROSS ROADS CONSTRUCTION, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

CROSS ROADS CONSTRUCTION, INC.

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

BY: Anita Patterson /s/

Upon roll call the vote was as follows:

Mr. Thomas Yes
 Mr. Coffland Yes

Mrs. Favede Yes

IN THE MATTER OF PUBLIC ROAD PETITION FOR VACATION OF A PORTION OF HIGH STREET AND A PORTION OF A 12' ALLEY IN PROPOSED LYNN ADDITION

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the following Public Road Petition for “the vacation of a portion of High Street (40’ R/W) and a portion of a 12’ alley in Proposed Lynn Addition, located in Goshen Township, Section 12 , Township 7, Range 5” 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 # 1125** in accordance with Ohio Revised Code Section 5553.04.

PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04

Belmont County, Ohio

September 9, 2014
Imp #1125

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 a portion of High Street (40’ R/W) and a portion of a 12’ alley in Proposed Lynn Addition recorded in Cab B Slide 213 Belmont County Recorder’s Office and located in Goshen Township Section 12 T-7 R-5 Belmont County, Ohio

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:

Being that portion of High Street (T-1259) between lots 86 and 87 and the alley east of lots 82-86 and east of High Street.

PUBLIC ROAD PETITION

NAME (Sign & Print)	TAX MAILING ADDRESS
Hilles Gregory Kemp	64163 Lynn Ave.
<i>H. Gregory Kemp /s/</i>	Belmont OH 43718
Priscilla Ann Kemp	64163 Lynn Ave.
<i>Priscilla Ann Kemp /s/</i>	Belmont OH 43718
<i>Linda K. Blake /s/</i>	64180 Lynn Ave.
Linda K. Blake	Belmont, OH 43718
Russell D. Blake	64180 Lynn Ave.
<i>Russell D. Blake /s/</i>	Belmont, OH. 43718
Larry Brown	42443 Green St
<i>Larry A. Brown /s/</i>	Belmont, Ohio 43718
Madelyn Mann	42440 Green St
<i>Madelyn Mann /s/</i>	Belmont, Ohio 43718
Deborah Lamberson	42481 Green St.
<i>Deborah Lamberson /s/</i>	Belmont, Ohio 43718
Kandy Cross	42361 Green St
<i>Kandy Cross /s/</i>	Belmont Ohio 43718
Jim Cross	42361 Green St
<i>Jim Cross /s/</i>	Belmont OH 43718
Nancy Street	42371 Green St.
<i>Nancy Stack /s/</i>	Belmont, Oh 43718
Charlotte McEndree	64136 Central Ave
<i>Charlotte McEndree /s/</i>	Belmont Oh 43718
Renee Garcia	42385 High Street
<i>Renee D. Garcia /s/</i>	Belmont, OH 43718
Manuel B. Garcia	42385 High Street
<i>Manuel B. Garcia /s/</i>	Belmont, OH 43718
Jeremiah H. Kemp	204 Abby St.
<i>Jeremiah H. Kemp /s/</i>	Belmont, OH 43718
Robert Applegarth	42190 Belmont Centerville Rd.
<i>Robert Applegarth /s/</i>	Belmont, OH 43718
Jennifer Schmitt	64205 Lynn Ave.
<i>Jennifer Schmitt /s/</i>	Belmont, OHIO 43718

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF A PORTION OF HIGH STREET AND A PORTION OF A 12' ALLEY IN PROPOSED LYNN ADDITION GOSHEN TOWNSHIP, SEC. 12, T-7, R-5/RD IMP #1125

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. 1125

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 8th day of October, 2014 at the office of the Commissioners with the following members present:

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

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a portion of High Street (40’ R/W) and a portion of a 12’ alley in Proposed Lynn Addition recorded in Cab B Slide 213 Belmont County Recorder’s Office and located in Goshen Township Section 12 T-7 R-5 Belmont County, Ohio.

RESOLVED, That the 29th day of October, 2014 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 5th day of November, 2014, 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 temporary closing.

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

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

Adopted October 8, 2014

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. # 1125

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of High Street (40' R/W) and a portion of a 12' alley in Proposed Lynn Addition recorded in Cab B Slide 213 Belmont County Recorder's Office and located in Goshen Township Section 12 T-7 R-5, Belmont County, Ohio, a public road, the general route and termini of which Road are as follows:

Being that portion of High Street (T-1259) between lots 86 and 87 and the alley east of lots 82-86 and east of High Street.

Said Board of County Commissioners has fixed the 29th day of October, 2014, at 12:00 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 5th day of November 2014, 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, October 14, 2014 and October 21, 2014

**IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE
AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE
WITH XTO ENERGY, INC./KURTH WELL PAD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with XTO Energy, Inc., effective October 8, 2014, for the use of 1.30 miles of Glencoe Road (CR-5) for the purpose for ingress and egress for drilling activity at the Kurth Well Pad.

Note: Blanket Bond# 019044749 for \$3 million dollars 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 XTO Energy, Inc., whose address is

XTO Energy, Inc. of 810 Houston Street, Fort Worth, TX 76102 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Richland 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 [**Kurth well pad**], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [**Kurth well pad**] (hereafter collectively referred to as "oil and gas development site") located in Richland Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.30 miles of Glencoe Road (CR-5) and N/A miles of N/A () for the purpose of ingress to and egress from the [**Kurth well pad**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**Kurth well 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 Drilling Activity; and

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

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

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

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

1. The portion of CR 5, to be utilized by Operator hereunder, is that exclusive portion beginning at junction of SR-9 and CR-5 traveling East on CR-5 for 1.30 mile to T-281. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (CR-5) for any of its Drilling Activities hereunder.

2. The portion of CR/TR N/A (), to be utilized by Operator hereunder, is that exclusive portion beginning at N/A wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR N/A for any of its Drilling Activities hereunder.

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with

the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

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

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **BLANKET BOND #019044749 for \$3,000,000.00 in place to cover designated roads and bridges**. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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

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

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

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

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

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

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

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

16. This Agreement shall be in effect on October 8, 2014.

Executed in duplicate on the dates set forth below.

Authority

By: Matt Coffland /s/

Operator

By: Michael R. Johnson /s/

Commissioner/Trustee

By: Ginny Favede /s/

Printed name: Michael R. Johnson

Commissioner/Trustee

By: Mark A. Thomas /s/

Company Name: XTO Energy, Inc.

Commissioner/Trustee

By: Fred F. Bennett /s/

Title: VP Production Operations Appalachia Division

County Engineer

Dated: 10-8-14

Dated: 9/23/2014

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, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/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) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

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

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR HORIZONTAL CONSTRUCTION PROJECTS AND INFRASTRUCTURE WITH AMERICAN ENERGY-UTICA, LLC

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Horizontal Construction Projects and Infrastructure** with American Energy-Utica, LLC effective October 8, 2014, for the use of 1.35 miles of CR 64 (Shepherdstown Road) for the purpose for traffic necessary from the pipeline facilities for "construction activity" at the Cravat North Well Site.

MODEL ROADWAY USE AND MAINTENANCE AGREEMENT FOR HORIZONTAL CONSTRUCTION PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into in Cadiz, Ohio, by and between Belmont County, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and American Energy – Utica, LLC, whose address is PO Box 18756, Oklahoma City, OK 73154 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Wheeling 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 [**CRAVAT COAL WELL SITE**], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [**CRAVAT COAL WELL SITE**] (hereafter collectively referred to as "oil and gas development site") located in Wheeling Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.35 miles of CR 64 (Shepherdstown Rd) for the purpose of ingress to and egress from the [**CRAVAT COAL WELL SITE**], for traffic necessary for the purpose of constructing sites and Construction horizontal oil and gas wells, and completion operations at the [**CRAVAT COAL WELL SITE**] (hereinafter referred to collectively as "Construction 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 Construction Activity; and

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

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Construction 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 64 (Shepherdstown Rd) to be utilized by Operator hereunder is that exclusive portion beginning at the intersection of State Route 9 (Fairpoint New Athens Rd) and CR 64 (Shepherdstown Rd) and continues East on CR 64 (Shepherdstown Rd) for 1.35 miles, ending at the County line heading into Harrison County.

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

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

5. Unless accepted for the reasons provided below, prior to the Construction Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Construction Activity on the Route by Operator. The amount of the bond or surety shall be in an amount no greater than _____ & 00/100 DOLLARS (\$_____.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- d. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - e. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
 - f. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
 7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
 8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
 9. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs 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 Construction Activity whatsoever.
 10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
 11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
 12. 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.
 13. Agreement shall be governed by the laws of the State of Ohio.
 14. This Agreement shall be in effect on October 8, 2014.

Executed in duplicate on the dates set forth below.

Authority

Ginny Favede /s/
 By: Ginny Favede, Commissioner Date
Matt Coffland /s/
 By: Matt Coffland, Commissioner Date
Mark A. Thomas /s/
 By: Mark A. Thomas, Commissioner Date
Fred F. Bennett /s/
 Fred Bennett, County Engineer Date
 10-8-14

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

Operator

By: Jeff B. Beck /s/
 Printed name: Jeff B Beck

 Company Name: American Energy-Utica, LLC

 Title: Field Superintendent –Road Infrastructure Management
 Dated: 9/29/14

Appendix A

Operator shall be required to:

- 8) Provide for videotaping of the road prior to Construction Activity.
- 9) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Construction Activity.
- 10) Upgrade CR 64 (Shepherdstown Rd) in accordance with the attached plans and/or county standards, constructed by Engineering.
- 11) Maintain CR 64 (Shepherdstown Rd) during Construction Activities for those damages caused by said Construction Activities.
- 12) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Construction Activities.
- 13) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 14) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 3) Provide for minor maintenance of the road during the Construction Activity for damages not caused by said Construction 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).
- 4) Provide for maintenance of the roadway and bridges for damages not caused by the Construction Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

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

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN THE VOCA AND SVAA GRANT AWARD AND ACCEPTANCE FORM/PROSECUTOR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Matt Coffland to sign the **VOCA and SVAA Grant Award and Acceptance Form** for the Belmont County Prosecutor's Victim Assistance grant as follows:

Grant Period: 10/1/2014-9/30/2015
 Award Number: 2015-VOCA-10201798
 VOCA Award: \$43,647.25
 SVAA Award: \$0.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT
TO SIGN AMENDMENT #1 TO SUBGRANT AGREEMENT NO. G-1415-15-0306
BETWEEN THE ODJFS AND WIA LOCAL AREA 16**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to sign Amendment #1 to the Subgrant Agreement No. G-1415-15-0306 between the Ohio Department of Job and Family Services and representatives of WIA Local Area 16, signed by ODJFS on August 5, 2013.

Note: This authorizes the transfer of funding from ODJFS to WIA-16.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT AMENDMENT # 1
G-1415-15-0306**

This is Amendment # 1 to the Subgrant Agreement between the Ohio Department of Job and Family Services (ODJFS) and representatives of WIA Local Area 16, signed by ODJFS on August 5, 2013.

1. In reference to the RECITALS, the parties agree to include ODJFS' share of the One-Stop costs among the allocations made via the County Finance Information System (CFIS). Therefore, the fourth Paragraph of the Recitals is amended to read as follows:
This Subgrant Agreement is applicable to all funds allocated to AREA for the operation of all workforce development activities set forth in ORC 6301.01 and will include funds from any or all of the federal awards from the United States Department of Labor (DOL) under the Workforce Investment Act (WIA) of 1998, the Wagner-Peyser Act, or other federal programs including, but not limited to Temporary Assistance to Needy Families (TANF) issued by the United State Department of Health and Human Services (HHS), and those identified in the table below. The grant award numbers, federal fiscal years, and program years for each award will be listed in Allocation Letters that ODJFS will issue to SUBGRANTEE per ARTICLE VI, Section A subsequent to the execution of this Agreement. Allocations will be made via the CFIS, with the exception of funding for the Ohio Works First (OWF) Incentive Program, which will be encumbered in State of Ohio Purchase Orders and paid through invoicing processes. The Subgrant funds awarded hereunder are not for research and development purposes.
2. In reference to ARTICLE I. Purpose of the Subgrant/Subgrant Duties, the parties agree to change the agreement manager name. Therefore, Paragraph C. of Article I is amended to read as follows:
 - C. The ODJFS Agreement Manager and point of contact for this Agreement is Kip Crist, who may periodically communicate specific requests and instructions concerning the performance of activities described in this Agreement. SUBGRANTEE and/or AREA, as applicable, will comply with any instructions or requests to the satisfaction of ODJFS within ten (10) days after receipt of the instructions or requests. ODJFS, SUBGRANTEE, and AREA expressly understand that any instructions or requests are strictly to ensure the successful completion of the activities described herein, and are not intended to amend or alter this Agreement or any part thereof. If SUBGRANTEE or AREA believes that any instructions or requests would materially alter the terms and conditions of this Agreement, including the compensation stated hereunder, SUBGRANTEE or AREA will notify the ODJFS Agreement Manager pursuant to ARTICLE IX. SUBGRANTEE and AREA agree to consult with the ODJFS Agreement Manager as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.
3. In reference to ARTICLE II. ODJFS Responsibilities, the parties agree to update Paragraphs A and B, exclude the original Paragraph E and re-arrange the paragraphs alphabetically. Article II. Is amended to read as follows:
ODJFS will:
 - A. Allocate funding under this Agreement to the Local Area's Administrative Entity in accordance with this Agreement and with 29 USC 2863 and OAC 5101:9-31
 - B. Review and approve AREA budgets and budget modifications for ODJFS' fair share of actual allowable local workforce system expenditures in accordance with the terms of the local WIA MOU.
 - C. Review AREA applications and plans for participation in the OWF Incentive Program.
 - D. Review AREA invoices for incentive payments under the OWF Incentive Program.
 - E. Provide annual financial, administrative, or other WIA incentive awards to SUBGRANTEE as specified in ORC 5101.23, if applicable.
 - F. Ensure that programs and services required under WIA as a condition of funding are available in all Local Areas.
 - G. Monitor SUBGRANTEE and AREA performance and expenditures under this Agreement to ensure that Local Area workforce development activities and expenditures comply with 20 CFR 667, as applicable, and with all other applicable state and federal laws, requirements, and restrictions as described in Article I, Section B of this Agreement. OAC 5101:9-31-01 (O) specifies the actions ODJFS is authorized to take in order to effectively monitor SUBGRANTEE'S performance and use of Subgrant funds.
 - H. Provide information on current and any subsequent changes to the terms and conditions of the Subgrant awards allocated pursuant to this Agreement.
 - I. Provide guidance, technical assistance and training as necessary to assist SUBGRANTEE in fulfilling its obligations under WIA and the terms of this Agreement.
 - J. If necessary, take action against SUBGRANTEE pursuant to ORC 5101.241 for:
 1. Non-compliance with federal or state requirements or restrictions as described in Article I, Section B of this Agreement.
 2. Failure to meet a performance standard established by ODJFS or the federal government.
 3. To recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement and/or under state and federal laws.
Any ODJFS enforcement action against SUBGRANTEE will be taken in accordance with ORC 5101.241 unless another ORC section provides authority for a different action. IF ODJFS proposes to take such an action, ODJFS will provide the appropriate written notice to the county auditor(s) and the Chief Elected Officials in SUBGRANTEE's local area. SUBGRANTEE may request an administrative review of a proposed action. The request must be submitted in accordance with Section D of ORC 5101.241.
4. In reference to ARTICLE VI. Funding, the parties agree to change the method of payment to allocation via an electronic funds transfer through the County Finance Information System for ODJFS's share of One-Stop costs. Paragraphs A., B., C. and D. of Article VI are amended to read as follows:
 - A. With the exception of incentive payments under the OWF Incentive Program, funds provided under this Subgrant Agreement will be allocated quarterly via electronic funds transfer (EFT) through the CFIS. An EFT will generate an alert in CFIS and ODJFS will issue a corresponding allocation letter with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined in accordance with the methods prescribed by OAC 5101:9-31-02.
 - B. SUBGRANTEE and AREA will notify the ODJFS Agreement Manager of any anticipated changes to the negotiated costs for ODJFS' proportionate share of the local Area One-Stop MOU costs throughout the Agreement period. SUBGRANTEE and AREA will further ensure that representatives of the WIA and other partners receive notice and have the opportunity to re-negotiate costs in accordance with the terms of the MOU. SUBGRANTEE and AREA will provide the ODJFS Agreement Manager, the WIA and other partner representatives with a copy of any and all modified MOU budgets not later than 30 days after the budget modification is complete.
 - C. ODJFS will issue incentive payments under the OWF Incentive Program in accordance with the payment guidelines established by ODJFS and upon AREA's submission of invoices completed in accordance with ODJFS' specifications. Funding for the OWF Incentive Program will be encumbered in a State of Ohio Purchase Order (PO) and paid through

invoicing processes. Allocations other than funding the OWF Incentive Program will be made through CFIS, in accordance with Article VI.A., above.

- D. SUBGRANTEE and AREA expressly understand that no financial obligations may be incurred under this Agreement until the terms listed in ARTICLE V, Section B, have been met and until allocations and allocation letters have been issued to AREA for all programs with the exception of OWF Incentive Program payments, for which costs may not be incurred until the issuance of an approved PO. SUBGRANTEE and AREA expressly agree that costs incurred under this Agreement will not exceed the amounts specified in the allocation letters for the periods included in the allocation, or for OWF Incentive Program costs, the amount specified for AREA in the PO for the State Fiscal Year for which the PO was issued. Further, SUBGRANTEE and AREA expressly understand that expenditures of funds authorized under WIA Title I for administrative costs, as defined in 20 CFR 662, are limited to 10% of the total amount allocated to the Local Area under WIA Sections 128(b) and 133(b).

5. All other terms of the Agreement are hereby affirmed.
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

SUBGRANT AGREEMENT AMENDMENT # 1

SIGNATURE PAGE

G-1415-15-0306

IN WITNESS WHEREOF, the parties have executed this Amendment # 1 to the Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signatures must include the Chief Elected Official(s), the WIB Director(s), and the duty appointed Fiscal Agent.

Belmont County Job and Family Services Ohio Department of Job and Family Services

310 Fox Shannon Place
Saint Clairsville, Ohio 43950

Vince Gianangeli /s/ 8-22-14

Signature (Blue Ink Please) Date

Vince Gianangeli, Director & CFO

Printed Name & Title

Matt Coffland /s/ 10-8-14

Signature

Matt Coffland Belmont Commissioner

Printed Name & Title

Don Bethel /s/

Signature Date

Don Bethel – Harrison Commissioner

Printed Name & Title

Signature Date

Dr. Thomas Graham – Jefferson Commissioner

Printed Name & Title

Betty Ferron, Director

Printed Name & Title

Betty Ferron /s/ 8-22-14

Signature Date

Scott Blackburn 9-18-14

Signature

Scott Blackburn – HCDJFS

Printed Name & Title

Thomas A. Wheaton /s/ 9-8-14

Signature

Thomas A. Wheaton Carroll Co. Commissioner

Printed Name & Title

Kate Offenberger /s/

Signature

Kate Offenberger, Carroll Co JFS

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN DOCUMENTS ON BEHALF OF SENIOR SERVICES

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to sign the following documents on behalf of Senior Services of Belmont County:

- AAA9 Notification of Grant Award/Home Energy Assistance Program; Project Period 10/1/14 -8/31/15; Total \$2,719.00
- Passport Provider Agreement with Area Agency on Aging Region 9; Contract No. 427622167; Effective Dates: 7/1/14-6/30/16
- 2014-2015 Performance-Based Service Agreement for Title III & Senior Community State Block Grant Services Funded by Area Agency on Aging Region 9, Inc. for Title III and Senior Community State Block Grant Services

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN THE LICENSE AGREEMENTS WITH THE OHIO VALLEY MALL/SENIOR SERVICES

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to sign the **License Agreements** as needed for use of the common area at the Ohio Valley Mall for the monthly Mall Education Days offered by Senior Services of Belmont County for the months of October, November and December 2014.

LICENSE AGREEMENT

Exhibitor's Agreement

This License Agreement is made and entered into Wednesday, October 8, 2014, by and between Ohio Valley Mall Company, an Ohio Limited Partnership, duly organized and existing under the laws of the state of Ohio and having an office at 2445 Belmont Avenue, P.O. Box 2186, Youngstown, Ohio 44504-0186 ("Licensor") and Senior Services of Belmont County having offices at 45240 National Road, St. Clairsville, Ohio 43950 ("Licensee").

1. Licensor hereby licenses to Licensee certain space ("Licensed Area"), located at a shopping center known as Ohio Valley Mall, county of Belmont, state of Ohio ("Shopping Center"). Landlord shall designate the Licensed Area prior to the commencement of this Agreement.

2. Licensee accepts the Licensed Area in "As Is" condition and shall construct and place, at its own expense, all temporary improvements it deems appropriate or required by this License Agreement or any applicable building code. The plans and specifications for the temporary improvements are subject to the prior written approval of Licensor. Licensee shall not deviate from the approved plans and specifications in the temporary improvements of the Licensed Area, and Licensee shall not thereafter modify the temporary improvements without the prior written consent of Licensor. Actual placement and installation of the temporary improvements are subject to final approval by the Licensor.

3. The term of this License Agreement commences on **(October 8, 2014**, and expires on **October 8, 2014) (November 4, 2014** and expires on **November 4, 2014**, and **(December 2, 2014)**, unless terminated earlier as herein set forth.

4. Licensor grants to Licensee the right to use the Licensed Area for the specific purpose of participating in Senior Education Day trade show. Licensee's participation is titled, categorized, or described as follows: Educational Program and shopping

5. The charge for the Licensed Area use shall be N/A and is to be paid upon the signing of this Agreement.

6. Licensee will also pay in advance any and all taxes and fees, including but not limited to, license and permit fees which may be assessed against either Licensor or Licensee because of Licensee's use or occupancy of the Licensed Area, or because of the fee paid by Licensee to Licensor. Licensee further represents and warrants that its exhibits and displays shall be free from any and all claims of trademark or copyright infringement by third parties, and that Licensee has been duly licensed by the owners or proprietors of any such trademark and copyright claims including, but not limited to, the American Society of Composers, Authors and Publishers ("ASCAP"), and that Licensee had no knowledge or notice of any trademark or copyright claims by any third parties to any such material. The indemnity provisions of Paragraph 12 shall apply to claims made against Licensor by third parties claiming trademark or copyright infringement by Licensor or Licensee.

7. All payments required under this License Agreement are to be delivered to Licensor at the address designated in the opening paragraph of this License Agreement, or to such other address as Licensor may designate by written notice, on or before the due date, in the form of (i) money order, (ii) cashiers' check, (iii) travelers' check, or (iv) other certified check. Licensor will accept no other form of payment. The form of payment should be drawn in the proper name of Licensor as listed in the opening paragraph of this License Agreement. Such payments are deemed to be delivered when they are actually received by Licensor.

8. Licensor shall have access to the Licensed Area at all reasonable times for the purpose of examining it or to make any alterations or repairs to the Licensed Area that Licensor may deem in its absolute discretion as necessary for safety or for the preservation of the Licensed Area.

9. Licensee acknowledges that there are and will be rules and regulations governing activities in the Shopping Center and recognizes and agrees by signing this License Agreement that its rights are expressly conditioned upon Licensee's accepting and observing the rules and regulations, as they may be amended and supplemented, including, but not limited to, the following:

A. Licensee may only set up exhibits and displays at times designated by Licensor. All exhibits and displays must be brought into the Shopping Center through the promotional doors and service bays. Licensee may not dismantle exhibits or displays before the Shopping Center closes. After the Shopping Center closing time on the last day of the event, Licensee will remove all exhibits and displays, and any items remaining will be removed at Licensee's expense.

B. All signs and display materials must be professionally produced. Magic marker signs or other handwritten signs are not permitted. Licensor may remove any signs or displays which do not comply with the requirements of this paragraph, or which Licensor determines to be offensive and inappropriate in the circumstances.

C. Licensee may not attach signs or displays to planters, trash receptacles, sign holders, storefronts, neutral piers, or any other fixtures. Licensor will provide the appropriate type of tape with which Licensee will secure electrical cords, wires, and rubber cord runners. Licensee may not use duct tape or masking tape. If displaying or selling any objects or materials containing liquid substances, Licensee will protect the Shopping Center floor with visqueen material. If displays or exhibits have rubber tires, Licensee will place protective carpet tiles under each tire.

D. Licensee may only distribute brochures, pamphlets, samples, and other materials from within the Licensed Area. Wandering solicitation is not permitted, nor are sensational promotions permitted. Licensee's distribution of souvenirs, novelties, or other merchandise must be related to Licensee's industry or its organization's primary function.

E. Licensee must obtain from Licensor prior approval of any raffles, drawings, contests, or other special plans for Licensee's use of the Licensed Area. Licensee may use audio or video equipment on the condition that the volume levels are audible only at the Licensee's particular Licensed Area. Licensee may not use flashing lights, sirens, bullhorns, helium tanks or helium balloons.

F. Licensor may provide electricity to Licensee on a limited basis after Licensee has provided to Licensor a written request that outlines Licensee's electricity needs. If Licensee requests interior lighting in addition to that already supplied to the Licensed Area during the normal operating hours of the Shopping Center, Licensor will supply such at a rate of thirty-five dollars (\$35.00) per hour, plus 15% overhead and 10% profit. Licensee will provide and safely install and maintain its own extension cords.

G. Licensee will comply with all safety, fire, building, and health laws, regulations, and ordinances relating to Licensee's displays, signs, and installation and operation of equipment.

H. Licensee is responsible for insuring that its operations and affairs are conducted in a peaceful and civil manner, and in a manner which will not offend or disturb Shopping Center tenants, Shopping Center customers, or other Licensees. Licensee will take appropriate measures to eject from the Shopping Center those persons, within the Licensee's zone of operations, who are unable to comport with the standards of common decency and civilized behavior. If Licensee fails to take the appropriate measures in this regard, Licensor reserves the right to eject from the Shopping Center those persons, within the zone of Licensee's operations, whom Licensor has determined to have conducted themselves in a manner which is unacceptable in the circumstances.

I. Licensor may relocate or rearrange the Licensed Area at any time to assure that the appearance of the Shopping Center takes precedent over the appearance of any particular Licensed Area, or to assure that a better flow of Shopping Center traffic will result from any such relocation or rearrangement, or for any other reason within Licensor's reasonable discretion.

J. Licensee shall handle and dispose of all trash, rubbish, refuse, garbage, and waste, in accordance with regulations established by Licensor, use and pay for the services of the designated trash hauler for the Shopping Center, and not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials, in, on or about, any part of the Shopping Center.

10. The Licensed Area and all personal property thereon are to be serviced, maintained, restored, and repaired by Licensee, at its own expense, and kept in a condition acceptable to Licensor. Licensor is not responsible for any loss which results from theft, vandalism or other damage to or from the Licensed Area or any personal property located therein. Licensee, at its own expense, will clean the Licensed Area as often as circumstances may require and will maintain the Licensed Area and the area around it in a safe, neat, healthful, and clean condition.

11. Upon the date of mutual execution of this License Agreement, Licensee, solely at its own cost and expense, shall obtain and thereafter continuously keep in force during the entire License Agreement All Risk Property Damage insurance in the amount of \$500,000 to cover the cost of replacement of the Licensed Area and all improvements, fixtures, equipment, decorations, contents and personal property in the Licensed Area, without incurring the effects of co-insurance, and comprehensive general liability insurance covering Licensee's occupation of the Licensed Area and appurtenances on an occurrence basis with minimum limits of liability in the amounts of \$1,000,000 per person for bodily injury, personal injury or death arising out of or from (i) an accident occurring in, on or about the Licensed Area; (ii) the sale of any

good or services by Licensee or its agents; (iii) the consumption or existence on the Shopping Center premises of any product sold by Licensee or its agent; and (iv) any act or omission of Licensee, its employees, servants, agents or any consumer transported and on a SSOBC recreational outing. Such insurance shall name Licensor as an additional insured and shall provide for a waiver of any right of recovery by way of subrogation against the Licensor in the event of any loss. Licensee shall deliver to Licensor, at least ten (10) days prior to the time such insurance is first required to be carried and time and time again during the term of this License Agreement, whenever such insurance must be renewed or otherwise expires prior to the expiration of this License Agreement, either a duplicate original or certificate and true copy of the policy or policies procured by Licensee in compliance with this obligation, together with evidence of payment therefore, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days' prior written notice to Licensor.

12. In addition to securing insurance as provided for in this License Agreement, Licensee shall be responsible to Licensor for injuries and liabilities in connection with any injury to or death of any person or damage to or destruction of any property for which insurance coverage is required, or arising directly or indirectly from any negligent acts or omissions by the Licensee, its servants, employees, agents or contractors. Licensor shall have the right, but not the duty to cooperate with Licensee's counsel to conduct the defense of Licensee, and to otherwise participate through legal counsel at its own expense in any trial, appeal, or settlement negotiations and agreements. Licensee shall give Licensor timely, adequate, and fair notice of any such claims, demands, or suits at law or in equity, as soon as Licensee obtains notice or knowledge thereof and shall give Licensor like notice of each and every further development.

13. Upon the expiration or other termination of this License Agreement, Licensee will deliver and surrender to Licensor possession of the Licensed Area in a condition as good as, if not better, than it was at the commencement of the term of this License Agreement, ordinary wear and tear excepted.

14. This License Agreement is governed by and construed under the laws of the state of Ohio. Licensee agrees that any claim, cause of action, or lawsuit, shall be brought in Mahoning County Common Pleas Court, Mahoning County, Ohio.

15. Licensor shall have the arbitrary right to terminate this License Agreement. In the event of such arbitrary termination, there will be a prorating of charges advanced, and Licensor shall return to Licensee any charges pre-paid to Licensor by Licensee for the time period canceled by Licensor.

16. This License Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against, the heirs, representatives, successors, and assigns of the parties hereto; provided, however, Licensee shall not be permitted to assign the License Agreement or sublet any part of the Licensed Area without the prior written consent of Licensor, which may be withheld in the sole discretion of Licensor.

17. Licensee acknowledges and agrees that this License Agreement and the rights herein granted to Licensee shall be subordinate to the rights granted to others by Licensor or obligations imposed upon Licensee pursuant to any written lease, mortgage, deed or other operating agreement, whether recorded or not.

8. Licensor and Licensee acknowledge and understand that there have been prior negotiations and discussions between them regarding the terms of the License Agreement, but that all prior negotiations and discussions are superseded by this License Agreement. This License Agreement shall have effect only when signed by Licensor and Licensee and shall not be modified or amended except in a written document signed by Licensor and Licensee.

Signed in the presence of:

Jayne Long /s/

LICENSOR:

By: _____

Its: _____

LICENSEE:
Matt Coffland /s/

Its: _____

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE SHERIFF TO SELL FORFEITED REAL ESTATE

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution to authorizing the Sheriff of Belmont County to sell forfeited real estate located at 63301 Toad Hollow Road, Bellaire, Ohio, 43906, Case No. 09-CR-0183, to the highest bidder without appraisal and to report the sale to the Common Pleas Court to be confirmed.

MOTION OF THE BOARD OF BELMONT COUNTY COMMISSIONERS TO SELL FORFEITED REAL ESTATE

WHEREAS, property owned by Timothy Wayne Abate located at 63301 Toad Hollow Road, Bellaire, Ohio 43906, was forfeited to the Belmont County Commissioners in Case No. 09-CR-0183; and

WHEREAS, the Court of Common Pleas has approved disposing of said real estate by sale to the highest bidder without appraisal.

NOW THEREFORE, the Belmont County Commissioners hereby authorize the Sheriff of Belmont County to sell to the highest bidder without appraisal the real estate and structures located at 63301 Toad Hollow Road, Bellaire, Ohio 43906 and to report the sale to the Common Pleas Court to be confirmed. Upon confirmation of the sale by the Court of Common Pleas, the County Commissioners will issue a warranty deed to the purchaser.

Executed this 8th day of October, 2014.

Belmont County Commissioners

By: *Mark Thomas /s/*

Mark Thomas

By: *Ginny Favede /s/*

Ginny Favede

By: *Matt Coffland /s/*

Matt Coffland

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING THE BID FOR THE COURT HOUSE ELEVATOR PROJECT TO TYHSENKRUPP ELEVATOR

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for the Court House Elevator Project to the lone bidder, ThyssenKrupp Elevator, in the amount of \$114,168.00, based upon the recommendation of Jack Regis, Facilities Manager.

Upon roll call the vote was as follow:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM KENCO
CONSTRUCTION FOR THE JUVENILE/PROBATE COURTROOM
CEILING RENOVATION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal from Kenco Construction in the amount of \$18,600.00 for all labor and materials necessary for the Juvenile/Probate Courtroom ceiling renovation project.

Note: This proposal does not include electrical or HVAC work.

Kenco General Contractor

Commercial/Industrial/Residential Contractor

WV License #006356

PROPOSAL
October 3, 2014

Belmont County Commissioners
ATTN: Barb Blake
101 W. Main Street
St. Clairsville, OH 43950

PROJECT: JUVENILE/PROBATE COURTROOM CEILING RENOVATION

THIS PROPOSAL INCLUDES ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE FOLLOWING WORK ON THE ABOVE PROJECT:

- DEMO EXISTING CEILING AND GRID
- DEMO VINYL WALL COVERING
- CUT OPENINGS IN WALLS TO RECESS ALL EXISTING ELECTRICAL
- FRAME, DRYWALL AND PAINT NEW BULKHEAD AROUND PERIMETER OF ROOM
- INSTALL NEW TRAY CEILING WITH LIGHT COVER
- INSTALL NEW 2'X2' ACOUSTICAL CEILING WITH CROWN MOLD AROUND PERIMETER
- PAINT ALL THREE (3) DOORS AND FRAMES ON COURTROOM SIDE

*THIS PROPOSAL DOES NOT INCLUDE ELECTRICAL OR HVAC WORK.

Kenco Construction will furnish all labor, materials, supervision and insurance necessary to complete this project as specified. All work is to be carried out in a professional and timely manner according to standard practices. Any alteration or deviation from the original plans involving extra costs will result in additional charges over and above this bid.

We propose to complete this project for the sum of:

EIGHTEEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$18,600.00)

Jeanne Wisenborn /s/ Date 10/8/14

Matt Coffland /s/ Date 10/08/14

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS

330 Howard Street, Bridgeport, OH 43912 (740) 633-1987 or (304) 242-6736 Fax (740) 633-3077

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING AND AUTHORIZING COMMISSION PRESIDENT
TO SIGN QUOTE NO. 179 FROM DIGITAL DATA COMMUNICATIONS FOR SEVEN (7)
LENOVO DESKTOP COMPUTERS AND RELATED SOFTWARE/SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept and authorize Commission President Matt Coffland to sign Quote No. 179 from Digital Data Communications in the amount of \$5,413.03 (excluding shipping) for seven (7) Lenovo Desktop Computers and related software for Senior Services of Belmont County. *(Note: Senior Services has received a generous donation from XTO Energy for \$5,000.00 to apply to this cost. The remainder will come from Senior Services' levy funds.)*

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Director of Health Department, Rob Sproul, thanked the Board of Commissioners for the security improvements, doors and windows, at the Belmont County Health Department.

Pease Township Trustee Mike Bianconi asked if the \$200,000 CDBG funds being used to demolish the old County Home are the same CDBG funding that went to the townships. Commissioner Favede said it is not. The Board of Commissioners is applying for the funding; they have not been received yet.

Richard Hord asked for an update on the construction of the Senior Services building. Commissioner Favede said they met with the architects yesterday and will be doing a group tour of an existing facility in another county. Everything is being done to make sure there are no mistakes. Hope to bid out construction work in February.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:30 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to enter executive session with Attorney Timothy S. Rankin pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending litigation.

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 10:30 A.M.**

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:31 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:57 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
MICHAEL KINTER, HR MANAGER**

Motion made by Mr. Thomas, seconded by Mrs. Favede to accept the resignation of Michael Kinter, HR Manager, effective October 17, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:07 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 11:07 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of October, 2014.

_____ COUNTY COMMISSIONERS

We, Matt Coffland 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.

_____ PRESIDENT

_____ CLERK