

St. Clairsville, Ohio

November 12, 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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Amber Hepburn	Reimburse supplies-Treasurer/General Fund	60.77
A-Matthew Bender & Co.	Criminal Law Handbook 2014-02-Public Defender/General Fund	74.08
B-North End Express	2015 Dog Tags/Dog Kennel Fund	2,992.07
J-Belmont SWCD	Contract Services-Oct. CAUV/Real Estate Assessment Fund	1,503.33
N-Over & Under Construction	Concrete work at EMA & 911/Capital Projects Facilities	15,800.00
P-HE Neumann	Boiler Repair at SSOBC/Oakview Admn. Building Fund	2,247.85
S-ATT Communications	Equipment-office phones/Port Authority Fund	131.42
S-Chad Moore	Mileage Reimbursement/Eastern Court Gen. Special Projects Fund	10.58
S-Crossroads	Treatment Services/Smart Ohio Pilot Grant	6,265.79
S-Draft Co. Inc.	Equipment Computer hosting/Port Authority Fund	89.70
S-Eastern Division Court	Oct. Bank Service Fees/Eastern Court Gen. Special Projects Fund	168.73
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-John Rowan	Program Supplies/Oakview Education Serv. Center	500.00
S-Michael J. Shaheen	GAL Services/Common Pleas Court Gen. Special Projects Fund	784.00
S-OVESC	Program Supplies/Oakview Education Serv. Center	500.00
S-United Bank-Commercial Loans	Armory Property-loan payment for Dec. 2014/Port Authority Fund	1,793.62

**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 November 12, 2014 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$47,170.48
A-GENERAL/AUDITOR	\$3,812.09
A-GENERAL/CORONER	\$129.83
A-GENERAL/COURT OF COMMON PLEAS	\$3,837.52
A-GENERAL/ENGINEER	\$1,922.14
A-GENERAL/JUVENILE COURT	\$80.00
A-GENERAL/SHERIFF	\$15,644.22
H-Job & Family CSEA	\$96.91
H-Job & Family, Public Assistance	\$101,710.37; \$7,039.71
H-Job & Family, WIA	\$16,722.38; \$6,000.00; \$21,308.84
K-MVGT	\$18,592.55
M-Juvenile Ct. – Placement	\$682.00
M-Juvenile Ct. – Intake and Diversion	\$268.51
M-Juvenile Ct. - Title-IV-E	\$1,265.12
N-Bethesda Waterline Ext.	\$136,282.00
N-Neffs Sanitary Sewer Project	\$544.00
P-Sanitary Sewer District	\$17,098.50; \$136,282.00; \$513.29; \$16,739.75; \$4,840.55; \$2,801.24; \$16,954.94
S-District Detention Home	\$3,846.16; \$2,367.35
S-Juvenile Accountability Block Grant	\$3,026.65
S-Juvenile Ct. Special Projects	\$272.00
S-Job & Family, Children Services	\$8,794.01; \$70,162.32
S-Northern Court General Special Projects	\$83.56
S-Oakview Juvenile Rehabilitation	\$429.65
S-Senior Services	\$19,615.58; \$7,676.61
S-Sheriff Commissary	\$4,952.06
U-Sheriff Reserve Account	\$2,702.99

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 the following transfers within fund for the following funds:

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A90.002 Salaries-Nurses	\$20,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A91.003 PERS	\$1,000.00
E-0082-A002-C22.000 Contract Repairs	E-0082-A002-C31.002 Salaries-Employees	\$1,443.00

**H00 PUBLIC ASSISTANCE FUND/BCDJFS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H02.010 Supplies	E-2510-H000-H01.002 Salaries	\$60,000.00

E-2510-H000-H03.012 Equipment	E-2510-H000-H01.002 Salaries	\$214,244.89
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H01.002 Salaries	\$65,249.17
<b><u>K00 MVGT/ENGINEER</u></b>		
<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2813-K000-K35.004 Workers Comp	E-2812-K000-K19.005 Medicare	\$2,806.63
<b><u>BCSSD/VARIOUS</u></b>		
<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3701-P003-P31.000 Other Expenses	E-3701-P003-P35.005 Medicare	\$350.00
E-3701-P003-P31.000 Other Expenses	E-3701-P003-P29.003 PERS	\$1,200.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P17.002 Salaries	\$4,200.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P19.012 Equipment	\$7,400.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P13.003 PERS	\$2,500.00
E-3706-P055-P15.000 other Expenses	E-3706-P055-P01.002 Salaries	\$3,000.00
<b><u>S88 WESTERN COURT/GENERAL SPECIAL PROJECTS FUND</u></b>		
<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S05.005 Medicare	\$500.00
<b><u>W20 LAW LIBRARY RESOURCES BOARD FUND</u></b>		
<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9720-W020-W04.004 Workers' Comp.	E-9720-W020-W03.003 PERS	\$ 210.00
E-9720-W020-W04.004 Workers' Comp.	E-9720-W020-W05.005 Medicare	\$ 58.99

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE VISION INSURANCE CHARGEBACKS  
FOR THE MONTHS OF OCTOBER AND NOVEMBER,  
2014**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Vision Insurance Chargebacks for the months of October and November, 2014.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,539.42
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	107.28
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	174.78
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	12.06
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	39.78
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	55.44
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	12.06
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	470.70
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	75.96
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	110.88
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	55.44
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	13.86
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	41.58
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	12.06
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	67.50
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	6.00

E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	39.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	7.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	55.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	48.26
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	134.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	0.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	65.70
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	316.98
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	55.44
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	63.90
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	496.62
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	190.44
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	99.97
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	342.91
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	92.58
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	72.26
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	15.62
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	6.48
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	110.88
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	135.00
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	313.38
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	0.00
<b>TOTAL</b>		<b>8,567.10</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE DELTA DENTAL CHARGEBACKS FOR  
THE MONTHS OF OCTOBER AND NOVEMBER, 2014**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Delta Dental Chargebacks for the months of October and November, 2014.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	16,435.14
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	384.04
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	627.50
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	140.58
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	205.76
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	37.70
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	21.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00

E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	16.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	144.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	352.32
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	0.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	468.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,690.48
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	356.56
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	205.76
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	51.44
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	154.32
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	37.70
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	243.46
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	229.72
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,169.38
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	205.76
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	215.98
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	357.54
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,213.84
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	257.86
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	364.10
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	43.34
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	16.12
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	411.52
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	411.52
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	486.92
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,141.90
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	<u>0.00</u>

**TOTAL****28,789.94**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR OCTOBER, 2014**

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of October, 2014.

**Gross Wages P/E 10/04/14 to 10/18/14****TO**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>5,589.00</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>294.84</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>913.08</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>2,680.88</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>4,197.64</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>4,139.28</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>1,850.27</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>693.60</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>5,199.31</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>6,638.69</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,197.26</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,092.92</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>1,248.53</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,653.50</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>6,498.51</b>
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>6,255.66</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>4,910.80</b>
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>6,541.47</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,523.80</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>803.72</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>2,195.93</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>1,991.34</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>3,036.70</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>32.00</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b>412.65</b>
			<b>75,591.38</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>779.88</b>
COUNTY HEALTH	E-2210-E001-E01.002	R-9895-Y095-Y01.500	
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F03.002	R-9895-Y095-Y01.500	<b>1,220.00</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	<b>1,500.00</b>
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	<b>563.92</b>
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	<b>371.23</b>
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	<b>372.07</b>
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	<b>460.06</b>
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	<b>115.45</b>
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	<b>1,610.44</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>43,238.98</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b>7,258.14</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	<b>2,699.95</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	<b>3,598.73</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>11,834.28</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>4,010.48</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>988.85</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>347.20</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>808.53</b>
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	<b>851.57</b>
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	<b>1,089.78</b>
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	<b>950.98</b>
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	<b>1,606.82</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>8,751.78</b>
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	<b>1,432.15</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>2,029.10</b>

SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	150.77
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	28.61
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	700.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,768.31
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,285.71
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,705.10
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	25,822.79
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	13,960.82
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,902.24
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	615.08
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	570.26
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	872.00
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	72.54
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,182.06
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	259.64
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	481.40
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	605.28
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
	<b>TOTAL</b>		<b>242,519.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 2, 2014\*\***

**G50 LODGING EXCISE TAX FUND**

E-1910-G050-G01.000	Convention & Visitors Bureau	\$16,334.93
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**W20 LAW LIBRARY RESOURCES FUND**

E-9720-W020-W02.002	Salary - Clerk	\$ 3,200.00
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**\*\*NOVEMBER 12, 2014\*\***

**GENERAL FUND**

E-0051-A001-A16.000	Indigent Burial Expenses	\$100.00
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*Appropriation of reimbursement from Bauknecht-Altmeier Funeral Home/R Baker.*

**E10 9-1-1 FUND**

E-2200-E010-E07.000	Other Expenses	\$1,452.00
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**E11 9-1-1 WIRELESS FUND**

E-2301-E011-E01.011	Contract Services	\$21,602.48
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**H08 WIA AREA 16 FUND/BCDJFS**

E-2610-H008-H14.000	Belmont Co. OWIP	\$40,000.00
E-2610-H008-H15.000	Carroll Co. OWIP	\$3,500.00
E-2610-H008-H16.000	Harrison Co. OWIP	\$7,500.00

**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L01.002	Salaries	\$7,000.00
E-1810-L001-L14.000	Other Expenses	\$2,935.00

**M64 PLACEMENT SERVICES FUND/JUVENILE COURT**

E-0400-M064-M05.000	Placement Costs	\$61,920.12
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**M79 TRUANT OFFICER GRANT FUND/JUVENILE COURT**

E-0400-M079-M04.000	Other Expenses	\$313.19
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**N43 ENGINEER ODOT GRANT PROJECTS FUND**

E-9043-N043-N03.000	ODOT PID #86170	\$4,094.02
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**OAKVIEW JUVENILE RESIDENTIAL CENTER/VARIOUS**

E-8011-S031-S02.000	Food (Meal Tickets/US Food Performance Incentive)	\$1,924.51
E-8012-S032-S00.000	Activity Expenses	\$50.40

**S33 DISTRICT DETENTION HOME FUND/SARGUS JUVENILE**

E-0910-S033-S72.000	American Heart Association Grant	\$4,000.00
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**SHERIFF/VARIOUS**

E-0131-A006-A09.000	Medical	\$1,597.04
E-0131-A006-A23.000	Background	\$893.00
E-0131-A006-A24.000	E-SORN	\$570.00
E-0131-A006-A26.000	K-9	\$800.00
E-0131-A006-A32.000	Warrant Fee	\$310.00
E-5100-S000-S01.010	Commissary	\$23,856.89
E-5101-S001-S06.000	CCW License	\$2,596.00
E-5101-S001-S07.012	CCW Equipment	\$2,251.00
E-9710-U010-U06.000	Reserve	\$6,961.73

**T11 BELMONT CO. CDBG CHIP GRANT FUND**

E-9702-T011-T03.000	CDBG Escrow Account "CHIP"	\$8,675.00
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**Draw No. 178 – Grant #B-C-12-1AG-2****W80 VICTIM-WITNESS ASSISTANCE PROGRAM/PROSECUTOR**

E-1511-W080-P06.004 Workers Comp \$255.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROPRIATIONS FOR THE  
O51 BOND RETIREMENT FUND-REFUNDING 97 BOND**

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 15, 2014:

E-9251-O051-O02.051 Interest Payments \$ .02

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROPRIATIONS FOR THE  
O52 BOND RETIREMENT FUND-REFUNDING 92 BOND**

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 15, 2014:

E-9252-O052-O02.051 Interest Payments \$ 11,287.01

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE GENERAL FUND**

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 12, 2014:

**CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION****General Fund**

E-0121-A006-B03.010	Supplies	6.36
E-0121-A006-B06.011	Contracts-Services	73,265.88
E-0121-A006-B11.000	Other Expenses	<u>13,402.20</u>
	TOTAL	86,674.44

Upon roll call the vote was as follows:

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

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

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

**GENERAL FUND - \$212,120.96** deposited into R-0010-A000-A06.500 on 10/31/14.**\$110.01** deposited into R-0050-A000-A02.500 on 11/03/14. (Check No. 047702/Gulfport Energy Royalties – 08/14)**\$100.00** paid into R-0050-A000-A45.500 Refunds & Reimb. On 11/07/14. Return of overpayment from Bauknecht-Altmeier Funeral Home/R. Baker.**CDBG - \$8,675.00** paid into R-9702-T011-T05.501 CDBG – Grant CHIP Nov. 6, 2014, Draw No. 178, Grant #B-C-12-1AG-2.

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:

**COMMISSIONERS** – Jennifer Magyar, Assistant Clerk/Fair Housing Coordinator, to travel to Huron, OH, on Nov. 19, 2014, to attend a Fair Housing Training. All expenses to be covered by the County's Community Development Allocation Program Fair Housing budget.

Matt Coffland, Ginny Favede and Mark Thomas to travel to Columbus, OH, on Dec. 7-9, 2014, to attend the CCAO/CEAO Winter Conference &amp; Trade Show. A county car will be used.

Upon roll call the vote was as follows:

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

**ANNOUNCEMENTS:**

- 1) The Board will reconvene on Thursday at 10:00 am for Budget Hearings
- 2) The Board of Commissioners is currently accepting resumes for an Emergency Medical representative on the Belmont County 911 Advisory Board. Any EMT in good standing with an official emergency medical service agency may apply. Interested applicants should submit a resume to the Belmont County
- 3) The Board of Commissioners is currently accepting applications for a position on the Law Library Resource Board. Please contact the Commissioners' Office for an application to be submitted on or before December 1, 2014.

**IN THE MATTER OF ADOPTING THE PROCLAMATION  
IN RECOGNITION OF NATIONAL DIABETES AWARENESS MONTH**

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

**PROCLAMATION  
IN RECOGNITION OF  
NATIONAL DIABETES AWARENESS MONTH**

**WHEREAS**, diabetes is a serious disease with potentially life-threatening complications, affecting millions of Americans and growing at epidemic rates; and  
**WHEREAS**, in 2012, 29.1 million Americans, or 9.3% of the population, had diabetes, with about 208,000 Americans under age 20 estimated to have diagnosed diabetes, which is approximately 0.25% of that population; and  
**WHEREAS**, those diagnosed with diabetes are at a higher risk for heart disease, stroke, blindness, kidney disease and amputation; and  
**WHEREAS**, **early detection** and treatment of diabetes can decrease the risk of developing the complications of diabetes, such as skin infections, eye problems and neuropathy; and  
**WHEREAS**, diabetes remains one of the top 10 leading cause of death in the United States in 2014, but, there is good news: Diabetes can be prevented; and  
**WHEREAS**, during Diabetes Awareness Month, we stand with those living with diabetes, honor the medical professionals engaged in fighting this disease and working to raise awareness about prevention of Type 2 diabetes, diagnoses of Type 1 diabetes and treatments for all diabetes.  
**NOW, THEREFORE, BE IT RESOLVED**, the Belmont County Board of Commissioners, on behalf of all county residents, hereby proclaim November as “Diabetes Awareness Month” in Belmont County and urge every citizen to take time this month to be aware of diabetes and their risks for the disease.  
Adopted this 12<sup>th</sup> day of November, 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 CHANGES TO BOARDS’ REGULAR MEETING SCHEDULE  
FOR THE MONTHS OF NOVEMBER AND DECEMBER, 2014**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following changes to the boards’ regular meeting schedule for the months of November, December 2014, and to notify the media of the same. The Board’s Regular meetings will be held on the following dates and times:

- TUESDAY, November 25, 2014 at 9:00 (Thanksgiving)
- WEDNESDAY, DECEMBER 3, 2014-Convvene at 11:00 a.m. instead of 9:00 a.m. (Project Best Annual Holiday Breakfast Meeting)
- THURSDAY, December 11, 2014 at 9:00 a.m. (Winter Conference)
- MONDAY, December 22, 2014 at 9:00 a.m. (Christmas)
- TUESDAY, December 30, 2014 at 9:00 a.m. (New Year’s)

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 PIPELINE AND FACILITIES CONSTRUCTION  
WITH BLUE RACER MIDSTREAM, LLC/WARREN A PIPELINE AND FACILITIES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Roadway Use Maintenance Agreement for Pipeline and Facilities Construction with Blue Racer Midstream, LLC effective November 12, 2014, for the use of 1.42 miles of Douglas Road (CR-120) for the purpose of ingress and egress for pipeline activity at the Warren A Pipeline and Facilities.

Note: County Wide Bond# 238281 for \$1.5 million dollars on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR PIPELINE AND FACILITIES CONSTRUCTION**

**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 Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter “Operator”), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county 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 right of way and field agreements, and intends to construct, operate, and maintain certain facilities [ Warren A Pipeline and Facilities ], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [ Warren A Pipeline and Facilities ] located in Warren Township, in Belmont County, Ohio; and  
**WHEREAS**, Operator intends to commence use of 1.42 miles of Douglas Road (CR-120) for the purpose of ingress to and egress from the pipeline facilities [ Warren A Pipeline and Facilities ], for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as “Pipeline Activity”); and  
**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and  
**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;  
**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.  
**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. The portion of Douglas Road (CR-120), to be utilized by Operator hereunder, is that exclusive portion beginning at Leatherwood Road (SR-147). It is understood and agreed that the Operator shall not utilize any of the remainder of Douglas Road (



3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

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

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

6. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be a \$1,500,000 County Wide Performance Bond #238231. 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 construction of the pipeline and facilities.
- 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 November 12, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: *Matt Coffland /s/*

**Operator**

By: *Jeffrey B. Linville /s/*

\_\_\_\_\_  
Commissioner/Trustee  
By: *Ginny Favede /s/*

\_\_\_\_\_  
Printed name: Jeffrey B. Linville

\_\_\_\_\_  
Commissioner/Trustee  
By: *Mark A. Thomas /s/*

\_\_\_\_\_  
Company Name: Blue Racer Midstream, LLC

\_\_\_\_\_  
Commissioner/Trustee  
By: *Fred F. Bennett /s/*  
County Engineer

\_\_\_\_\_  
Title: Row Supervisor

\_\_\_\_\_  
Dated: 11/12/14

\_\_\_\_\_  
Dated: 11/3/14

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

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Construction 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 Pipeline Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.

- 4) Maintain CR/TR during Pipeline Activities for those damages caused by Operator's Pipeline 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 Pipeline 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 Pipeline Activity for damages not caused by said Pipeline 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 Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

The intent of this Appendix A is to include anything agree 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 ROADWAY USE AND MAINTENANCE AGREEMENTS FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH RICE DRILLING D, LLC FOR THE MADUSA WELL PAD, DRAGONS BREATH WELL PAD AND SMASHOSAURUS AND DREAMWEAVER WELL PADS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into Roadway Use Maintenance Agreements for Drilling Projects and Infrastructure with Rice Drilling D, LLC, effective November 12, 2014, for the purpose of ingress and egress for drilling activity as follows:

- 0.83 mi. of Hunter Belmont Road (CR 86) at the Madusa Well Pad.
- 2.35 mi. of Hunter Belmont Road/Pleasant Ridge Road (CR 86) at the Dragons Breath Well Pad.
- 1.38 mi. of Ramsey Ridge Road (CR 5) and 1.51 mi. of Mt. Victory Road (CR 56) at the Smashosaurus and Dreamweaver Well Pads.

Note: Blanket Bond# B008958 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 Rice Drilling D, LLC, whose address is 400 Woodcliff Drive, Canonsburg, Pennsylvania 15317, Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Madusa Well Pad, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Madusa Well Pad (hereafter collectively referred to as "oil and gas development site") located in Goshen Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.83 miles of Hunter Belmont Road (CR-86) for the purpose of ingress to and egress from the Madusa Well Pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Madusa 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-86, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-198 (Cat Hollow Road) and CR-86 to the intersection of CR-86 and TR-192 (Everett Turner Dory Mill Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-86 for any of its Drilling Activities hereunder. See attached figure for complete RUMA route including CR-86 portion of the route.

2. The portion of CR-86, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-198 (Cat Hollow Road) and CR-86 to the intersection of CR-86 and TR-192 (Everett Turner Dory Mill Road) 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-86 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 0 &/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. (Bond number B008958, \$3,000,000).

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 November 12, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/

Commissioner/Trustee

By: Ginny Favede /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: 11/12/14

Approved as to Form:

David K. Liberati /s/

Assistant County Prosecutor

**Operator**

By: Bryan D. Morris /s/

Printed name: Bryan D. Morris

Company Name: Rice Drilling D

Title: Construction & Compliance Manager

Dated: 11/7/14

**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) Maintain utilized portion of CR-86 during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 4) Provide pre-emptive pavement repairs where needed to distress areas of utilized portion of CR-86/CR92 overlap (Pleasant Ridge Road), from TR-198 (Cat Hollow Road) to TR-192 (Everett Turner Road).
- 5)
- 6) Provide a two-inch asphalt overlay on utilized portion of CR-86 and CR-92 overlap when weather permits in the spring of 2015.
- 7) 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.
- 8) 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.
- 9) 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.

**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 Rice Drilling D, LLC, whose address is 400 Woodcliff Drive, Canonsburg, Pennsylvania 15317, Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Dragons Breath Well Pad, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Dragons Breath Well Pad (hereafter collectively referred to as "oil and gas development site") located in Goshen Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 2.35 miles of Hunter Belmont Road/Pleasant Ridge Road (CR-86) for the purpose of ingress to and egress from the Dragons Breath Well Pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Dragons Breath Well Pad (hereinafter referred to collectively as "Drilling Activity"); and

**WHEREAS**, Operator has an existing RUMA agreement for 0.83 miles of this route for the Rice Madusa Well Pad; 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-86, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-198 (Cat Hollow Road) and CR-86 to the intersection of CR-86 and TR-194 (Dysart Woods Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-86 for any of its Drilling Activities hereunder. See attached figure for complete RUMA route including CR-86 portion of the route.
2. The portion of CR-86, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-198 (Cat Hollow Road) and CR-86 to the intersection of CR-86 and TR-194 (Dysart Woods Road) 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-86 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 0 &/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. (Bond number B008958, \$3,000,000).
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 November 12, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/

Commissioner/Trustee

By: Ginny Favede /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: 11/12/14

Approved as to Form:

David K. Liberati /s/

Assistant County Prosecutor

**Operator**

By: Bryan D. Morris /s/

Printed name: Bryan D. Morris

Company Name: Rice Drilling D

Title: Construction & Compliance Manager

Dated: 11/7/14

**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) Maintain utilized portion of CR-86/CR-92 overlap (Pleasant Ridge Road) during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 4) Provide pre-emptive pavement repairs where needed to distress areas of utilized portion of CR-86/CR92 overlap (Pleasant Ridge Road), from TR-198 (Cat Hollow Road) to CR-92 (Ballard Hunter Road).
- 5) Provide a three-inch asphalt concrete overlay on utilized portion of CR-86 (Pleasant Ridge Road) from CR-92 (Ballard Hunter Road) to TR-194 (Dysart Woods Road).
- 6) Provide a one and ¼ inch asphalt overlay on utilized portion of CR-86 and CR-92 (Ballard Hunter Road) to TR-194 (Dysart Woods Road) when weather permits in the spring of 2015.
- 7) 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.
- 8) 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.
- 9) 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.

**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 Rice Drilling D, LLC, whose address is 400 Woodcliff Drive, Canonsburg, Pennsylvania 15317, Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Smith and Mead Townships 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 Smashosaurus and Dreamweaver Well Pads, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Smashosaurus and Dreamweaver Well Pads (hereafter collectively referred to as "oil and gas development site") located in Smith and Mead Townships in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 1.38 miles of CR-5 (Ramsey Ridge Road) and 1.51 miles of CR-56 (Mt. Victory Road) for the purpose of ingress to and egress from the Smashosaurus and Dreamweaver Well Pads, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Smashosaurus and Dreamweaver Well Pads (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 and CR-56, to be utilized by Operator hereunder, is that exclusive portion beginning at State Route 147 to the intersections of CR-56 and TR-126 (Scales Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-5 and CR-56 for any of its Drilling Activities hereunder. See attached figure for complete RUMA route including CR-5 and CR-56 portion of the route.
2. The portion of CR-5 and CR-56, to be utilized by Operator hereunder, is that exclusive portion beginning at State Route 147 to the intersection of CR-56 and TR-126 (Scales Road), wherein Operator’s sites are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-5 and CR-56 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 0 &/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.
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 November 12, 2014.

Executed in duplicate on the dates set forth below.

**Authority**  
 By: Matt Coffland /s/  
 Commissioner/Trustee  
 By: Ginny Favede /s/  
 Commissioner/Trustee  
 By: Mark A. Thomas /s/  
 Commissioner/Trustee  
 By: Fred F. Bennett /s/  
 County Engineer

**Operator**  
 By: Bryan D. Morris /s/  
 Printed name: Bryan D. Morris  
 Company Name: Rice Drilling D  
 Title: Construction & Compliance Manager



Dated: 11/12/14

Dated: 11/7/14

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) 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) Maintain utilized portion of CR-5 and CR-56 during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 4) 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.
- 5) 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.
- 6) 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
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF PUBLIC ROAD PETITION  
FOR THE VACATION AND REDEDICATION OF  
WARREN TOWNSHIP ROAD 213/RD IMP 1126**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the following Public Road Petition for "the vacation and rededication of Warren Township Road 213 located in Warren Township, Sections 21 and 27, T-8, R-6" and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement # 1126 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION  
Rev. Code Sec. 5553.04**

**RD IMP #1126**

**Belmont County, Ohio**

**November 12, 2014**

**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 and rededication of Warren Township Road 213 located in Warren Township Sections 21 and 27, T-8, R-6, 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:*

Description vacating part of Warren Township Road 213 (Gray Road).

Situated in the Township of Warren, County of Belmont, State of Ohio and being in Section 21 and Section 27, Township 8, Range 6.

Commencing at an iron pin found at the northwest corner of section 27 bearing on the west line of section 27 being S01°17'38"W;

Thence S24°54'29"W 1353.14 feet to a point in the center of Gray Road at its intersection with the east right of way of County Road 120 said point being Station 0+00;

Thence with the center of Gray Road S78°37'19"E 125.21 feet to a point on the north line of the Wharton Sportsmen's Club tract recorded in Deed Volume 461 Page 690 tract at Station 1+25.21 the Beginning of Vacation.

Thence S65°58'51"E 129.72 feet to an iron pin found at the northeast corner of the Wharton Sportsmen's Club tract;

Thence with the north line of the Wharton Sportsmen's Club tract recorded in Official Record 151 Page 688 S65°58'51"E 99.81 feet to an iron pin found at the northeast corner of said tract;

Thence S59°23'57"E 196.34 feet to a point;

Thence S41°15'27"E 245.71 feet to a point;

Thence S72°42'38"E 74.53 feet to a point on the east line of the Rock Ridge Properties, Inc. Tract One recorded in Official Record 299 Page 120 and on the west line of the Guernsey County Community Development Corporation Parcel No. 2 recorded in Official Record 255 Page 773 (Station 8+71.32);

Thence S72°42'38"E 107.47 feet to a point;

Thence S48°22'42"E 477.40 feet to a point;

Thence S77°00'19"E 888.75 feet to a point on the east line of the above mentioned Guernsey County Community Development Corporation Parcel No. 2 and the west line of the Eagle Creek Farm Properties, Inc. tract Eight recorded in Official Record 350 Page 1 (Station 23+44.94);

Thence S77°00'19"E 178.58 feet to a point;

Thence S87°27'19"E 450.44 feet to a point;

Thence S64°19'36"E 97.29 feet to a point;

Thence S47°20'03"E 424.73 feet to a point;

Thence S56°07'45"E 418.86 feet to a point;

Thence S65°25'10"E 325.02 feet to a point;

Thence S89°11'41"E 96.66 feet to a point;

Thence N76°54'29"E 220.74 feet to a point;

Thence N67°55'56"E 199.62 feet to a point;

Thence N67°00'52"E 246.68 feet to a point on the south line of the Eagle Creek Farm Properties, Inc. Tract Twenty recorded in Official Record Book 364 Page 63 (Station 50+03.56);

Thence N67°00'52"E 112.50 feet to a point;

Thence N58°06'28"E 213.78 feet to a point on the east line of the above mentioned Tract Twenty and on the west line of the Eagle Creek Farm Properties, Inc. Tract Nineteen recorded in Official Record 364 Page 63 (Station 53+29.84);

Thence N82°00'23"E 76.37 feet to a point on the north line of the above mentioned Tract Nineteen and on the south line of the Kris Zellers and Doy A. Zellers Parcel Three, First Tract recorded in Official Record 87 Page 805 (Station 54+06.21);  
Thence with the north line of Tract Nineteen and the Zellers south line S89°22'34"E 701.25 feet to a point on the north right of way line of relocated Gray Road (Station 61+0746 End Of Vacation);  
Bearings are based on Grid North of the Ohio Coordinate System South Zone.  
This description was prepared by Thomas Wayne Taylor PS 7053 July 6, 2014.  
Description for the centerline of a 60 foot wide right of way for the rededication of Warren Township Road 213, Gray Road.  
Situated in the Township Warren, County of Belmont, State of Ohio and being in Section 21 and Section 27, Township 8, Range 6.  
Commencing at an iron pin found at the northwest corner of section 27 bearing on the west line of section 27 being S01°17'38"W;  
Thence S32°53'21"E 837.83 feet to a point at the intersection of the east right of way line of County Road 120 and the center of Gray Road (Township Road 213) to be rededicated said point being Station 0+00 and the beginning point for the centerline description;  
Thence with the center of relocated Gray Road S36°56'37"E 540.78 feet to a point at the beginning of a curve concave to the northeast having a radius of 341.80 feet and a chord bearing and distance of S45°15'58"E 98.95 feet;  
Thence continuing with the center of relocated Gray Road southeasterly 99.30 feet along said curve through a central angle of 16°38'41" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road S53°48'19"E 226.75 feet to a point at the beginning of a curve concave to the southwest having a radius of 736.03 feet and a chord bearing and distance of S47°59'13"E 149.23 feet;  
Thence continuing with the center of relocated Gray Road southeasterly 149.48 feet along said curve through a central angle of 11°38'12" to a point at the end of said curve;  
Thence continuing with the center of Gray Road S42°14'36"E 247.48 feet to a point on the east line of the Rock Ridge Properties, Inc., Tract One recorded in Official Record 299 Page 120 and the west line of the Guernsey County Community Development Corporation, Parcel No. 2 recorded in Official Record 255 Page 773 from which an iron pin found bears N01°11'40"E 1611.72 feet;  
Thence continuing with the center of relocated Gray Road and continuing S42°14'36"E 115.15 feet to a point at the beginning of a curve concave to the southwest having a radius of 1456.56 feet and a chord bearing and distance of S36°47'58"E 276.36 feet;  
Thence continuing with the center of relocated Gray Road southeasterly 276.78 feet along said curve through a central angle of 10°53'15" to a point at the beginning of a reverse curve concave to the northeast having a radius of 1773.46 and a chord bearing and distance of S37°55'59"E 406.28 feet;  
Thence continuing with the center of relocated Gray Road southeasterly 407.17 feet along said curve through a central angle of 13°09'16" to a point at the beginning of a compound curve concave to the northeast having a radius of 1212.61 feet and a chord bearing and distance of S52°01'37"E 317.25 feet;  
Thence continuing with the center of relocated Gray Road southeasterly 318.16 feet along said curve through a central angle of 15°01'59" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road S59°32'37"E 587.35 feet to a point at the beginning of a curve concave to the southwest having a radius of 1510.90 feet and a chord bearing and distance of S51°15'32"E 435.41 feet;  
Thence continuing with the center of relocated Gray Road southeasterly 436.93 feet along said curve through a central angle of 16°34'09" to a point at the end of said curve and passing over the east line of the Guernsey County Community Development Corporation, Parcel No. 2 and the west line of the Eagle Creek Farm Properties, Inc., Tract Eight recorded in Official Record 350 Page 1 at 73.89 feet from which an iron pin found bears N01°13'09"E 59.90 feet;  
Thence continuing with the center of relocated Gray Road S42°58'28"E 331.97 feet to a point at the beginning of a curve concave to the northeast having a radius of 1042.12 feet and a chord bearing and distance of S48°27'20"E 199.09 feet;  
Thence continuing with the center of relocated Gray Road southeasterly 199.39 feet along said curve through a central angle of 10°57'45" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road S53°56'13"E 611.37 feet to a point at the beginning of a curve concave to the north having a radius of 69.28 feet and a chord bearing and distance of N78°47'29"E 101.78 feet;  
Thence continuing with the center of relocated Gray Road easterly 114.31 feet along said curve through a central angle of 94°32'37" to a point at the beginning of a compound curve concave to the northwest having a radius of 165.46 feet and a chord bearing and distance of N15°18'54"E 92.35 feet;  
Thence continuing with the center of relocated Gray Road northeasterly 93.59 feet along said curve through a central angle of 32°24'31" to a point at the beginning of a compound curve concave to the west having a radius of 814.03 feet and a chord bearing and distance of N04°55'52"W 114.75 feet;  
Thence continuing with the center of relocated Gray Road northerly 114.85 feet along said curve through a central angle of 08°05'01" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road N08°58'22"W 137.61 feet to a point at the beginning of a curve concave to the southeast having a radius of 126.47 feet and a chord bearing and a distance of N11°21'12"E 87.86 feet;  
Thence continuing with the center of relocated Gray Road northeasterly 89.73 feet along said curve through a central angle of 40°39'07" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road N31°40'45"E 60.35 feet to a point at the beginning of a curve concave to the southeast having a radius of 405.13 feet and a chord bearing and distance of N38°42'54"E 99.25 feet;  
Thence continuing with the center of relocated Gray Road northeasterly 99.50 feet along said curve through a central angle of 14°04'18" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road N45°45'03"E 272.53 feet to a point at the beginning of a curve concave to the southeast having a radius of 177.33 feet and a chord bearing and distance of N65°37'37"E 120.58 feet;  
Thence continuing with the center of relocated Gray Road northeasterly 123.03 feet along said curve through a central angle of 39°45'09" to a point at the beginning of a compound curve concave to the south having a radius of 382.82 feet and a chord bearing and distance of S80°11'54"E 189.09 feet;  
Thence easterly 191.07 feet along said curve through a central angle of 28°35'49" to a point at the beginning of a compound curve concave to the southwest having a radius of 103.74 feet and a chord bearing and distance of S48°30'59"E 61.99 feet;  
Thence continuing with the center of relocated Gray Road southeasterly 62.95 feet along said curve through a central angle of 34°46'00" to a point at the beginning of a reverse curve concave to the northeast having a radius of 251.72 feet and a chord bearing and distance of S77°03'34"E 361.70 feet;  
Thence continuing with the center of relocated Gray Road southeasterly 403.55 feet along said curve through a central angle of 91°51'10" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road N57°00'51"E 290.64 feet to a point at the beginning of a curve concave to the southeast having a radius of 760.54 feet and a chord bearing and distance of N65°17'22"E 218.93 feet;  
Thence northeasterly 219.69 feet along said curve through a central angle of 16°33'03" to a point at the end of said curve on the east line of the Eagle Creek Farm Properties, Inc., Tract Eight and on the west line of the Eagle Creek Farm Properties, Inc., Tract Nineteen recorded in Official Record 364 Page 63;  
Thence continuing with the center of relocated Gray Road N73°33'54"E 598.70 feet to a point at the beginning of a curve concave to the southeast having a radius of 984.58 feet and a chord bearing and distance of N76°27'30"E 99.86 feet;  
Thence continuing with the center of relocated Gray Road northeasterly 99.90 feet along said curve through a central angle of 05°48'49" to a point at the end of said curve;



Thence continuing with the center of relocated Gray Road N79°20'33"E 349.93 feet to the end of said relocation at the center of the original road bed at Station 78+70.00.

Bearings are based on grid north of the Ohio Coordinate System South Zone.

This description was prepared by Thomas Wayne Taylor PS 7053 July 15, 2014.

Thomas Wayne Taylor

**PUBLIC ROAD PETITION**

<b>NAME (SIGN &amp; PRINT)</b>	<b>TAX MAILING ADDRESS (PLEASE PRINT)</b>
<i>Gregory J. Honish /s/</i>	PO Box 427, Coshocton, OH 43812
Gregory J. Honish SVP, Operations Oxford Mining Company, LLC	
<i>Stephen C. Harrison /s/ - President</i>	60701 Scenic Valley Dr. St. Clairsville, OH 43950
Stephen C. Harrison President	
<i>Elizabeth L. Hartley /s/</i>	62020 Fairview Rd
Elizabeth L. Hartley	Barnesville, OH 43713-9785
<i>Kris Zellers /s/</i>	4990 N. Moberly Rd.
Kris Zellers	Depauw, In 47115
Doy A Zellers	104 Roosevelt Rd
<i>Doy A Zellers /s/</i>	Barnesville, OH 43713
Mike Starr	500 Pultney Ave
<i>Mike Starr /s/</i>	Barnesville, OH 43713
Roselyn J Fowler	200 Poultney Ave
<i>Roselyn J Fowler /s/</i>	Barnesville, Ohio 43713-1047
Daniel Speedy	2090 N. Ave.
<i>Daniel Speedy /s/</i>	Cambridge, OHIO 43725
<i>Mary Wildes /s/</i>	62145 Fairview Rd.
Mary Wildes	Barnesville, OH 43713
<i>Jeannine Triplett /s/</i>	62165 Fairview Rd.
Jeannine Triplett	Barnesville, OHIO 43713
<i>Joseph D. Brown /s/</i>	62119 Fairview RD.
Joseph D. Brown	Barnesville, OHIO 43713
<i>Marjorie Wittenbrook /s/</i>	62215 Fairview Rd.
Marjorie Wittenbrook	Barnesville, Ohio 43713
<i>Frances Burkhart /s/</i>	809 West Main St.
Frances Burkhart	Barnesville, OH 43713

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION AND  
REDEDICATION OF WARREN TOWNSHIP  
ROAD 213 WARREN TOWNSHIP  
SECS. 21 & 27, T-8, R-6/RD IMP 1126**

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. 1126**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 12th day of November 2014 at the office of the Commissioners with the following members present:

Mr. Thomas  
Mrs. Favede  
Mr. Coffland

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 and rededicate Warren Township Road 213, located in Warren Township, Sections 21 and 27, Township 8, Range 6, Belmont County, Ohio.

RESOLVED, That the 25th day of November, 2014 at 12:30 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 3rd day of December 2014, at 11:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

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

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

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

Adopted November 12, 2014

Jayne Long /s/  
 \_\_\_\_\_  
 Clerk, Belmont County, Ohio

**ROAD IMP. # 1126**

**Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation and rededication of Warren Township Road 213 located in Warren Township Sections 21 and 27, T-8, R-6, Belmont County, Ohio, a public road, the general route and termini of which Road are as follows:**

Description vacating part of Warren Township Road 213 (Gray Road).

Situated in the Township of Warren, County of Belmont, State of Ohio and being in Section 21 and Section 27, Township 8, Range 6.

Commencing at an iron pin found at the northwest corner of section 27 bearing on the west line of section 27 being S01°17'38"W;

Thence S24°54'29"W 1353.14 feet to a point in the center of Gray Road at it's intersection with the east right of way of County Road 120 said point being Station 0+00;

Thence with the center of Gray Road S78°37'19"E 125.21 feet to a point on the north line of the Wharton Sportsmen's Club tract recorded in Deed Volume 461 Page 690 tract at Station 1+25.21 the Beginning of Vacation.

Thence S65°58'51"E 129.72 feet to an iron pin found at the northeast corner of the Wharton Sportsmen's Club tract;

Thence with the north line of the Wharton Sportsmen's Club tract recorded in Official Record 151 Page 688 S65°58'51"E 99.81 feet to an iron pin found at the northeast corner of said tract;

Thence S59°23'57"E 196.34 feet to a point;

Thence S41°15'27"E 245.71 feet to a point;

Thence S72°42'38"E 74.53 feet to a point on the east line of the Rock Ridge Properties, Inc. Tract One recorded in Official Record 299 Page 120 and on the west line of the Guernsey County Community Development Corporation Parcel No. 2 recorded in Official Record 255 Page 773 (Station 8+71.32);

Thence S72°42'38"E 107.47 feet to a point;

Thence S48°22'42"E 477.40 feet to a point;

Thence S77°00'19"E 888.75 feet to a point on the east line of the above mentioned Guernsey County Community Development Corporation Parcel No. 2 and the west line of the Eagle Creek Farm Properties, Inc. tract Eight recorded in Official Record 350 Page 1 (Station 23+44.94);

Thence S77°00'19"E 178.58 feet to a point;

Thence S87°27'19"E 450.44 feet to a point;

Thence S64°19'36"E 97.29 feet to a point;

Thence S47°20'03"E 424.73 feet to a point;

Thence S56°07'45"E 418.86 feet to a point;

Thence S65°25'10"E 325.02 feet to a point;

Thence S89°11'41"E 96.66 feet to a point;

Thence N76°54'29"E 220.74 feet to a point;

Thence N67°55'56"E 199.62 feet to a point;

Thence N67°00'52"E 246.68 feet to a point on the south line of the Eagle Creek Farm Properties, Inc. Tract Twenty recorded in Official Record Book 364 Page 63 (Station 50+03.56);

Thence N67°00'52"E 112.50 feet to a point;

Thence N58°06'28"E 213.78 feet to a point on the east line of the above mentioned Tract Twenty and on the west line of the Eagle Creek Farm Properties, Inc. Tract Nineteen recorded in Official Record 364 Page 63 (Station 53+29.84);

Thence N82°00'23"E 76.37 feet to a point on the north line of the above mentioned Tract Nineteen and on the south line of the Kris Zellers and Doy A. Zellers Parcel Three, First Tract recorded in Official Record 87 Page 805 (Station 54+06.21);

Thence with the north line of Tract Nineteen and the Zellers south line S89°22'34"E 701.25 feet to a point on the north right of way line of relocated Gray Road (Station 61+0746 End Of Vacation);

Bearings are based on Grid North of the Ohio Coordinate System South Zone.

This description was prepared by Thomas Wayne Taylor PS 7053 July 6, 2014.

Description for the centerline of a 60 foot wide right of way for the rededication of Warren Township Road 213, Gray Road.

Situated in the Township Warren, County of Belmont, State of Ohio and being in Section 21 and Section 27, Township 8, Range 6.

Commencing at an iron pin found at the northwest corner of section 27 bearing on the west line of section 27 being S01°17'38"W;

Thence S32°53'21"E 837.83 feet to a point at the intersection of the east right of way line of County Road 120 and the center of Gray Road (Township Road 213) to be rededicated said point being Station 0+00 and the beginning point for the centerline description;

Thence with the center of relocated Gray Road S36°56'37"E 540.78 feet to a point at the beginning of a curve concave to the northeast having a radius of 341.80 feet and a chord bearing and distance of S45°15'58"E 98.95 feet;

Thence continuing with the center of relocated Gray Road southeasterly 99.30 feet along said curve through a central angle of 16°38'41" to a point at the end of said curve;

Thence continuing with the center of relocated Gray Road S53°48'19"E 226.75 feet to a point at the beginning of a curve concave to the southwest having a radius of 736.03 feet and a chord bearing and distance of S47°59'13"E 149.23 feet;

Thence continuing with the center of relocated Gray Road southeasterly 149.48 feet along said curve through a central angle of 11°38'12" to a point at the end of said curve;

Thence continuing with the center of Gray Road S42°14'36"E 247.48 feet to a point on the east line of the Rock Ridge Properties, Inc., Tract One recorded in Official Record 299 Page 120 and the west line of the Guernsey County Community Development Corporation, Parcel No. 2 recorded in Official Record 255 Page 773 from which an iron pin found bears N01°11'40"E 1611.72 feet;

Thence continuing with the center of relocated Gray Road and continuing S42°14'36"E 115.15 feet to a point at the beginning of a curve concave to the southwest having a radius of 1456.56 feet and a chord bearing and distance of S36°47'58"E 276.36 feet;

Thence continuing with the center of relocated Gray Road southeasterly 276.78 feet along said curve through a central angle of 10°53'15" to a point at the beginning of a reverse curve concave to the northeast having a radius of 1773.46 and a chord bearing and distance of S37°55'59"E 406.28 feet;

Thence continuing with the center of relocated Gray Road southeasterly 407.17 feet along said curve through a central angle of 13°09'16" to a point at the beginning of a compound curve concave to the northeast having a radius of 1212.61 feet and a chord bearing and distance of S52°01'37"E 317.25 feet;

Thence continuing with the center of relocated Gray Road southeasterly 318.16 feet along said curve through a central angle of 15°01'59" to a point at the end of said curve;

Thence continuing with the center of relocated Gray Road S59°32'37"E 587.35 feet to a point at the beginning of a curve concave to the southwest having a radius of 1510.90 feet and a chord bearing and distance of S51°15'32"E 435.41 feet;

Thence continuing with the center of relocated Gray Road southeasterly 436.93 feet along said curve through a central angle of 16°34'09" to a point at the end of said curve and passing over the east line of the Guernsey County Community Development Corporation, Parcel No. 2 and the west line of the Eagle Creek Farm Properties, Inc., Tract Eight recorded in Official Record 350 Page 1 at 73.89 feet from which an iron pin found bears N01°13'09"E 59.90 feet;

Thence continuing with the center of relocated Gray Road S42°58'28"E 331.97 feet to a point at the beginning of a curve concave to the northeast having a radius of 1042.12 feet and a chord bearing and distance of S48°27'20"E 199.09 feet;

Thence continuing with the center of relocated Gray Road southeasterly 199.39 feet along said curve through a central angle of 10°57'45" to a point at the end of said curve;

Thence continuing with the center of relocated Gray Road S53°56'13"E 611.37 feet to a point at the beginning of a curve concave to the north having a radius of 69.28 feet and a chord bearing and distance of N78°47'29"E 101.78 feet;  
Thence continuing with the center of relocated Gray Road easterly 114.31 feet along said curve through a central angle of 94°32'37" to a point at the beginning of a compound curve concave to the northwest having a radius of 165.46 feet and a chord bearing and distance of N15°18'54"E 92.35 feet;  
Thence continuing with the center of relocated Gray Road northeasterly 93.59 feet along said curve through a central angle of 32°24'31" to a point at the beginning of a compound curve concave to the west having a radius of 814.03 feet and a chord bearing and distance of N04°55'52"W 114.75 feet;  
Thence continuing with the center of relocated Gray Road northerly 114.85 feet along said curve through a central angle of 08°05'01" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road N08°58'22"W 137.61 feet to a point at the beginning of a curve concave to the southeast having a radius of 126.47 feet and a chord bearing and a distance of N11°21'12"E 87.86 feet;  
Thence continuing with the center of relocated Gray Road northeasterly 89.73 feet along said curve through a central angle of 40°39'07" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road N31°40'45"E 60.35 feet to a point at the beginning of a curve concave to the southeast having a radius of 405.13 feet and a chord bearing and distance of N38°42'54"E 99.25 feet;  
Thence continuing with the center of relocated Gray Road northeasterly 99.50 feet along said curve through a central angle of 14°04'18" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road N45°45'03"E 272.53 feet to a point at the beginning of a curve concave to the southeast having a radius of 177.33 feet and a chord bearing and distance of N65°37'37"E 120.58 feet;  
Thence continuing with the center of relocated Gray Road northeasterly 123.03 feet along said curve through a central angle of 39°45'09" to a point at the beginning of a compound curve concave to the south having a radius of 382.82 feet and a chord bearing and distance of S80°11'54"E 189.09 feet;  
Thence easterly 191.07 feet along said curve through a central angle of 28°35'49" to a point at the beginning of a compound curve concave to the southwest having a radius of 103.74 feet and a chord bearing and distance of S48°30'59"E 61.99 feet;  
Thence continuing with the center of relocated Gray Road southeasterly 62.95 feet along said curve through a central angle of 34°46'00" to a point at the beginning of a reverse curve concave to the northeast having a radius of 251.72 feet and a chord bearing and distance of S77°03'34"E 361.70 feet;  
Thence continuing with the center of relocated Gray Road southeasterly 403.55 feet along said curve through a central angle of 91°51'10" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road N57°00'51"E 290.64 feet to a point at the beginning of a curve concave to the southeast having a radius of 760.54 feet and a chord bearing and distance of N65°17'22"E 218.93 feet;  
Thence northeasterly 219.69 feet along said curve through a central angle of 16°33'03" to a point at the end of said curve on the east line of the Eagle Creek Farm Properties, Inc., Tract Eight and on the west line of the Eagle Creek Farm Properties, Inc., Tract Nineteen recorded in Official Record 364 Page 63;  
Thence continuing with the center of relocated Gray Road N73°33'54"E 598.70 feet to a point at the beginning of a curve concave to the southeast having a radius of 984.58 feet and a chord bearing and distance of N76°27'30"E 99.86 feet;  
Thence continuing with the center of relocated Gray Road northeasterly 99.90 feet along said curve through a central angle of 05°48'49" to a point at the end of said curve;  
Thence continuing with the center of relocated Gray Road N79°20'33"E 349.93 feet to the end of said relocation at the center of the original road bed at Station 78+70.00.

Bearings are based on grid north of the Ohio Coordinate System South Zone.

This description was prepared by Thomas Wayne Taylor PS 7053 July 15, 2014.

Thomas Wayne Taylor

**Said Board of County Commissioners has fixed the 25th day of November, 2014, (TUESDAY) at 12:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 3rd day of December, 2014, at 11:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.**

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

*Jayne Long /s/*

**Jayne Long, Clerk**

**ADV. TIMES LEADER (2) Fridays – November 14, 2014 and November 21, 2014**

**IN THE MATTER OF APPROVING AND SIGNING THE AMENDMENT AND RATIFICATION TO THE OIL AND GAS LEASE DATED JUNE 11, 2014 WITH RICE DRILLING D, LLC**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Amendment and Ratification to the Oil and Gas Lease dated June 11, 2014 with Rice Drilling D, LLC, to amend the acreage from 424.6835 to 427.1285 gross acres as described in Exhibit "A". All other provisions of the Lease remain in full force and effect.

**AMENDMENT AND RATIFICATION TO THE OIL AND GAS LEASE**

This instrument (the "Amendment and Ratification") is entered into this 12<sup>th</sup> day of NOV. , 2014 but effective as of the 11<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between The County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners, herein called "Lessor" whose address is 101 West Main Street, St. Clairsville, OH 43950, and Rice Drilling D LLC, a Delaware Limited Liability Company, hereinafter called "Lessee", whose address is 400 Woodcliff Drive, Canonsburg, PA 15317.

WHEREAS, reference is herein made to that certain oil and gas lease dated effective the 11<sup>th</sup> day of June, 2014, the memorandum of which lease is recorded in Book 490, Page 985 of the Belmont County, Ohio Deed Records (the "Lease");  
WHEREAS, said acreage is inaccurate;

WHEREAS, the parties desire to amend and ratify the Lease as set forth below;

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Description of the Lands Included in the Lease is hereby deleted in its entirety and replaced with the following:

**"1. Description**

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Containing 427.1285 gross acres, more or less, and located in Belmont County, State of Ohio, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof.

2. Except as expressly modified herein, all other provisions of the Lease remain in full force and effect.

3. The undersigned parties do hereby adopt, ratify, and confirm said Lease in all of its terms and provisions, and do hereby lease, grant, demise and let said land and premises unto the said **Rice Drilling D LL, a Delaware Limited Liability Company**, subject to and in accordance with all of the terms and provisions of said Lease as fully and completely as if it had originally been named as Lessor in said Lease

and had executed, acknowledged and delivered the same itself. The undersigned do hereby agree and declare that said Lease in all of its terms and provisions are binding on Lessor and is a valid and subsisting Oil and Gas Lease.

4. This Amendment and Ratification may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Executed this 12<sup>th</sup> day of NOV., 2014, but to be effective as of the 11<sup>th</sup> day of June, 2014, the date of the Lease.

IN WITNESS WHEREOF, the parties have signed this Amendment and Ratification.

LESSOR:  
Belmont County Board of Commissioners  
By: Matt Coffland /s/  
Name: Matt Coffland, President  
By: Mark A. Thomas /s/  
Name: Mark A. Thomas, Vice President  
By: Ginny Favede /s/  
Name: Ginny Favede, Commissioner

LESSEE:  
Rice Drilling D LLC  
By: \_\_\_\_\_  
Name: Toby Z. Rice  
Title: Chief Operating Officer

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 CORSA 2015-2016 COUNTY RENEWAL APPLICATION**

Motion made by Mr. Thomas, seconded by Mrs. Favede to authorize Commission President Matt Coffland to sign the County Risk Sharing Authority (CORSA) 2015-2016 County Renewal Application for the county insurance.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROPOSAL FROM ERB ELECTRIC FOR LABOR AND MATERIALS NECESSARY TO INSTALL AND PROGRAM TWO VODAVI 3011-71 TELEPHONES FOR SECURITY PURPOSES/COMMON PLEAS AND JUVENILE/PROBATE COURTROOMS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the proposal dated 10/22/14 from Erb Electric in the amount of \$860.00 for the labor and materials necessary to install and program two (2) Vodavi 3011-71 telephones for security purposes in the Common Pleas and Juvenile/Probate Courtrooms and to reprogram all other Courthouse telephones with a button that will automatically call Security when activated.

Upon roll call the vote was as follows:

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

**9:30 Doc Householder, Belmont County Tourism  
Re: Quarterly Tourism Report**

Doc provided his report covering the period of July, August and September, 2014. All towns in Belmont County were asked to take part in the new museum at the old Sheriff's Residence. Displays are starting to come in. It should be open sometime during mid-December. The museum will likely be closed January, February and March. A regular schedule will be in place starting April, 2015. Doc also reported on the dedication of the historic Benjamin Lundy House in St. Clairsville. St. Clairsville was one of five communities recognized in the November issue of the Ohio magazine.

**9:45 Kim Brewster-Belmont Soil & Water Conservation District  
Re: Program Update**

Nick Paliswat, District Administrator of the Belmont Soil & Water Conservation District, thanked the board for their continued support over the years. He said, "They make what we do possible." For next year for the landowners, they did purchase a new Great Plains No Till Drill that is seven foot. This piece of equipment will be available for rental. They will also be hosting a big event next year called the "Envirathon." It is an area meeting of all the high schools. They send teams out to cover categories like wildlife, forestry, soils and aquaculture. They will take tests at each of the stations. All are welcome to come and lend a hand. It will be held May 6.

The Captina Creek Watershed Coordinator, Kim Brewster, stated she came earlier in the spring to report about a project they had completed called the Joy Fork Fish Passage Project, in Washington Township. The goal of the project was to remove a submarine bridge that was impairing fish migration into Joy Fork, which is an exceptional stream. The project is completed and they got the biological results. The goal was to increase the fish diversity score to 50. In 2009, preconception before the project was started, there was a diversity score of 44 there were 10 species of fish in that stream. Post-conception in October of this year, it was sampled, and the diversity score was 54, which exceeded their goal. They also increased from 10 species of fish to 16 in that stream. She voiced appreciation for the support of the Commissioners and the Township Trustees who have been involved and Wildlife for partnering on their projects.

Liza Butler, Wildlife and Forestry with Belmont Soil and Water, spoke of collaboration with U. S. Fish & Wildlife Services with the Vernal Pool Project implementation at Olney Friends School in Barnesville. It will also be used for educational purposes for the community. She provided pictures to the board and explained it is about a 5 acre vernal pool and a green habitat. With some grant money they were able to get with Marietta RC&D to put in a wood duck box, a vernal pool facts sign and two three chamber bat house boxes and some traps to catch amphibians and reptiles. They have been approached by some landowners to put their property into an agricultural easement. With that they have been doing some research and it will be discussed more at their next board meeting. The county and township would also have to be on board with this. She provided an example of a resolution used by Licking County. Soil and Water board member Tim Wojchowski explained the easements are to preserve farmland and limiting development. The property owner gets paid as long as it stays farmland. Without someone being a sponsor, it can't be done.

Mrs. Favede had Auditor Andy Sutak join in so the public could be aware of the work Soil and Water does in conjunction with the Auditor's Office on behalf of primarily the townships. Mr. Wojchowski advised Liza is in the field with Wildlife and Forest Management and in touch with many farmers. She also does the CAUV checks. For a long time those checks were done by an independent company and many times they were not from Belmont County. Auditor Sutak approached them a few years ago and Soil and Water has taken over. It has worked very well and is saving the county money. Mr. Sutak said he never had a person who could spend the time or had the educational background to check their CAUV applications that were filed. He met with Tim and they now have a contract. He noted Liza does an outstanding job. His department saves money by not having to hire a full-time person with benefits. CAUV is for tax purposes and if someone is not compliant,

Liza helps get people back in compliance. Auditor employee Larry Craig advised CAUV is the only program that is not reimbursed by the state. The money a farmer is saving by being on a CAUV; that is what they are saving. That cuts down on tax dollars for the townships. If someone is not farming, they come off, and their taxes go back to their appraised value.

Mr. Wojchowski will be stepping down from the board and was thanked for his years of service.

**OPEN PUBLIC FORUM** - Richard Hord inquired about the functions of the Belmont County Port Authority and Community Improvement Corporation (CIC) and if they work together to get new businesses in the county. Commissioner Coffland said when a new industry contacts the Board they give them both numbers. Both get contacted on their own also. Commissioner Coffland also noted that the Board of Commissioners has worked directly to place new businesses in Belmont County. Commissioner Favede said they have different powers per the Ohio Revised Code. Commissioner Thomas stated they separate entities by Ohio Law. He noted both are eligible for different money from different sources. He said that is why he worked to reestablish the Port Authority several years ago, to take advantage of all money available for economic development. Both of them also work with existing businesses as well as new employers to care for their current and future needs.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:30 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session 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 10:30 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 DAVID HACKER, PROGRAM COORDINATOR/SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the resignation of David Hacker, Program Coordinator for Senior Services of Belmont County, effective November 30, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	No

**IN THE MATTER OF ADOPTING RESOLUTION TO SUBMIT FOR  
GRANT FUNDING FROM THE OHIO DEPT. OF DEVELOPMENT  
SERVICES AGENCY/GOVERNOR'S OFFICE OF APPALACHIA FOR  
THE BELMONT CO. FAIRGROUNDS SEWAGE PROJECT**

**Belmont County Fairgrounds Sewage System Project**

**WHEREAS**, the Belmont County Board of Commissioners wish to apply for Ohio Development Services Agency (ODSA)/Governor's Office of Appalachia (GOA) grant funding for costs associated with the **Belmont County Fairgrounds Sewage System project**;

**WHEREAS**, the Belmont County Board of Commissioners, will submit an ODSA/GOA grant application to the Ohio Mid-Eastern Governments Association (OMEGA) for said project;

**WHEREAS**, the Belmont County Board of Commissioners will submit an ODSA/GOA application to OMEGA requesting \$100,000.00 in grant funding for said project;

**WHEREAS**, the Belmont County Board of Commissioners commit ODSA/GOA match funding in the amount of \$895,000.00 for said project in the form of other grants, local monies and/or loans;

**THEREFORE BE IT RESOLVED** that the Belmont County Board of Commissioners will apply for ODSA/GOA funding in the amount of \$100,000.00 and commits matching funding in the amount of \$895,000.00 for said project. The Belmont County Board of Commissioners will abide by all terms and conditions of an ODSA/GOA grant agreement.

Mr. Thomas moved for adoption of the preceding Resolution. Mr. Coffland seconded the motion.

Upon roll call the vote was as follows:

Mr. Coffland	<u>Yes</u>
Mr. Thomas	<u>Yes</u>
Mrs. Favede	<u>Yes</u>

**DISCUSSION HELD RE: FAIRGROUNDS SEWAGE SYSTEM PROJECT** – Mrs. Favede stated for the record that she wanted to thank Port Authority Director Larry Merry for writing one of the letters of support that she needed in order to submit this grant application. This comes after years of effort. She also wanted to acknowledge the effort on behalf of Ohio University Eastern. In 2010 they worked diligently for an entire year as a class project with the fairgrounds in order to create a Business Strategic Plan. They did an outstanding job of that document of which Mrs. Favede was able to utilize to write this grant. She also thanked Sen. Lou Gentile, State Rep. Jack Cera, Richland Township Trustees as well as this Board of Commissioners so that we can do our due diligence in trying to acquire any and all grant funding as we invest in infrastructure projects.

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION  
PRESIDENT TO SIGN THE SETTLEMENT AGREEMENT AND RELEASE  
FOR DOWDLE V. BELMONT COUNTY**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Matt Coffland to sign the **Settlement Agreement and Release** for Dowdle v. Belmont County, Cases No. 2:13-CV-01247.

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: DAVID HACKER/SENIOR SERVICES** – Mrs. Favede advised the board has not spoken with Mr. Hacker and does not have a plan in place. She explained she voted no on his resignation as she is devastated to lose this employee and said he has done an outstanding job. Mrs. Favede stated, “He has invested in the seniors and created a very well run department that has increased services, brought in grant dollars, increased our fund balance, has worked diligently with this board, and I know personally how happy the seniors are, as I’ve stated for years, that is of the utmost importance to me that you all are being taken care of and are happy with their services.”

Mr. Thomas stated, “Just so you know, Mr. Hacker, on November 5<sup>th</sup>, sent us the resignation. This was a voluntary resignation. The resignation said he is seeking another professional opportunity. To answer what happened, you would have to ask him because we are not privy to that. If he wants to resign to pursue something else, then I don’t think we should stand in the way to prevent him from doing that. That’s why my vote was yes.”

Mr. Coffland said, “We met as early as or as late as Tuesday here. It came as a shock. Received it late Wednesday evening. We met on Tuesday working on our (Senior Services) kitchen. Sat right here with all of us, the whole staff, never said a word or nothing. Wednesday evening went home and there was an email sent at 10:00 at night said that other avenues he wants to pursue.”

Jean Dunlap asked if the board will be looking for someone to fill that position. Mr. Coffland said we will work on that next week. Mr. Thomas said, “We need to meet with him first because we need to insure a smooth transition after November 30<sup>th</sup> regardless of how we pursue things, but always remember in the end, I think you know this, that regardless of what happens or regardless of who is there, the end in mind is what we care about and that it is continuity of services which will not be affected for our seniors. The continuity of services for the seniors will not be affected. The continuation of the new facility that will improve service for the seniors will continue, and then we’ll look at it from there.”

Mrs. Dunlap expressed that the seniors get attached to staff as they are like family and they don’t want change. Frank Papini asked if there was a successor procedure in place for Senior Services. Mr. Thomas advised not at this time. He said there will probably have to be an interim appointment made.

Mr. Coffland stated the board will reconvene Thursday, at 10:00 a.m., for budget hearings.

**RECONVENED THURSDAY, NOVEMBER 13, 2014, AT 9:50 A.M. PRESENT: COMMISSIONERS COFFLAND AND THOMAS. ABSENT: COMMISSIONER FAVEDE**

**THE BUDGET HEARINGS SCHEDULED FOR TODAY HAVE BEEN POSTPONED AND MOVED TO NOVEMBER 20, 2014.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 9:51 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 9:51 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 19th day of November, 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