

St. Clairsville, Ohio

April 17, 2013

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Kathy Marino, Assistant 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 Mrs. Favede, 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-CPIM-Ohio Treasurer | 2013 CPIM Certification Fee/General Fund | 100.00 |
| A-Crystal Springs | Water-Treasurer/General Fund | 82.43 |
| A-Diebold, Inc. | Repairs-Treasurer/General Fund | 569.60 |
| A-Draft-Co., Inc. | Fire District Mapping-GIS Projects/General Fund | 1,479.50 |
| A-Speedway SuperAmerica | Gasoline-Adult Probation/General Fund | 234.18 |
| A-Times Leader | Misc. advertising/(public hearing license tax)/General fund | 113.20 |
| A-Wheeling Office Supply Co. | Supplies-Prosecutor/General Fund | 57.99 |
| A-Wheeling Office Supply Co. | Supplies-Clerk of Courts Title/General Fund | 379.50 |
| B-Crossroads Counseling | Court-ordered counseling/Indigent Drivers Alcohol Fund | 1,305.96 |
| B-Crossroads Counseling | Court-ordered counseling/Indigent Drivers Alcohol Fund | 773.81 |
| E-AT&T | Wireless/911 Wireless Fund | 577.73 |
| K-Poggemeyer Design Group | Barton Blaine Road Bridge/Engineer MVGT Fund | 611.10 |
| K-Wells Fargo Payment Center | Visa Card/Engineer MVGT Fund | 34.74 |
| N-Jones-Stuckey, Ltd., Inc. | Bridge Load Ratings/Bridge & Retaining Wall Construction Fund | 2,400.00 |
| P-Belmont Equip. Sales, Inc. | Equipment/BCSSD Funds | 983.96 |
| P-Bob Ross Buick, Inc. | Equipment/BCSSD Funds | 48,727.40 |
| P-Bob Ross Buick, Inc. | Services/BCSSD Funds | 550.00 |
| P-Mid OH Contracting-Accts | Refund/WWS#3 Revenue Funds | 1,290.00 |
| P-Staples | Supplies/BCSSD Funds | 19.93 |
| P-Water Bond Retirement Fund | Transfer out/WWS#3 Revenue Fund | 827.80 |
| P-Yorkville Bd. of Trustees of Public Affairs | Sewage Disposal/BCSSD Funds | 513.29 |
| S-AT&T Mobility | Internet/Northern Div. Court Computer Fund | 61.02 |
| S-Crystal Springs | Water/Eastern Ct. General Special Projects Fund | 53.20 |
| S-Glynis Valenti | Professional Services/Port Authority Fund | 600.00 |
| S-J.P. Cooke Co. | Time stampers & pads/Eastern Ct. General Special Projects Funds | 201.65 |
| S-Lowe's Companies, Inc. | Supplies/District Detention Home Fund | 202.07 |
| S-Riesbeck's Food Markets, Inc. | Food/District Detention Home Fund | 955.43 |
| S-Stein Palmer | Envelopes/Eastern Court General Special Projects Fund | 426.00 |
| S-TSG | Scanners/Western Div. Court Computer Fund | 495.00 |
| W-Ohio State Law Journal | Subscription/Law Library Fund | 45.00 |
| Y-Belmont Co. Recorder | March lien release fees/Tax Certificate Adm Fund | 96.00 |

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for April 17, 2013 as follow:

| FUND | AMOUNT |
|---------------------------------------|---|
| A-GENERAL | \$37,735.59 |
| A-GENERAL/AUDITOR | \$1,233.45 |
| A-GENERAL/CHEST CLINIC | \$1,202.92 |
| A-GENERAL/EMA | \$1,304.14 |
| A-GENERAL/JUVENILE COURT | \$547.80 |
| A-GENERAL/PROBATE COURT | \$1,467.01 |
| A-GENERAL/RECORDER | \$418.90 |
| A-GENERAL/SHERIFF | \$2,127.56 |
| A-GENERAL/911 | \$1,217.15 |
| C-Indigent Guardianship Fund | \$600.00 |
| H-Job & Family, CSEA | \$33,423.72 |
| H-Job & Family, Public Assistance | \$4,221.91; \$568.34 |
| H-Job & Family, WIA | \$277,820.99; \$22,852.92; \$8,953.60 |
| J-Real Estate Assessment | \$570.93 |
| K-Engineer MVGT | \$46,830.80; \$2,887.53; \$26,715.94 |
| M-Juvenile Ct. – Care and Custody | \$665.00 |
| M-Juvenile Ct. – Placement Services | \$28,841.00 |
| M-Title IV-E Reimb. | \$4,574.25 |
| P-Oakview Admn Bldg | \$300.00 |
| P-Old Sheriff Residence | \$679.73 |
| P-Sanitary Sewer District | \$335.15; \$651.78; \$373.25; \$110.09; \$193.50; \$95.35; \$9,536.42; \$1,820.30 |
| S-Certificate of Title Adm Fund | \$86.86 |
| S-Clerk of Courts Computer | \$728.89 |
| S-District Detention Home | \$4,224.02 |
| S-Job & Family, Children Services | \$123,021.38; \$8,585.99 |
| S-Job & Family, Senior Program | \$21,398.75; \$19,228.76; \$1,540.00 |
| S-Juvenile Ct. Computer Fund | \$80.95 |
| S-Oakview Juvenile Residential Center | \$5,871.58 |
| S-Sheriff CCW | \$1,016.00 |

| | |
|--|--------------------|
| S-Sheriff Commissary | \$238.63 |
| S-Western Court General Special Projects | \$940.38; \$473.00 |
| T-OUE Brick Tavern Construction | \$4,013.82 |
| U-Sheriff Reserve Account | \$520.40 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

FUND FOR THE GENERAL FUND

| FROM | TO | AMOUNT |
|--|----------------------------|---------------------|
| <i>Commissioners'</i> | <i>Sheriff</i> | |
| E-0051-A001-A50.000 Budget Stabilization | E-0131-A006-A08.000 Food | \$ 31,679.58 |
| E-0051-A001-A50.000 Budget Stabilization | E-0131-A006-A12.000 Travel | <u>\$ 70,617.16</u> |
| | TOTAL | \$102,296.74 |

Note: To bring 2013 appropriation amounts in line with 2012 expenditures.

PUBLIC DEFENDER/GENERAL FUND

| FROM | TO | AMOUNT |
|------------------------------------|----------------------------|---------------|
| E-0170-A006-G11.000 Other Expenses | E-0170-A006-G08.000 Travel | \$ 1,000.00 |

BCDJFS/WORKFORCE DEVELOPMENT FUND H05

| FROM | TO | AMOUNT |
|---------------------------|---|---------------|
| E-2600-H005-H09.000 Other | E-2600-H005-H02.000 Out of School Youth | \$ 19,351.94 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

WATER & SEWER DEPOSIT FUND T10

| FROM | TO | AMOUNT |
|--|------------------------------------|---------------|
| <i>WSGDF Transfer Out</i> | <i>Various Transfers In</i> | |
| E-3711-T010-T04.074 WSGDF Transfer Out | R-3701-P003-P15.574 WWS #2 Revenue | \$ 33.75 |
| E-3711-T010-T04.074 WSGDF Transfer Out | R-3702-P005-P15.574 WWS #3 Revenue | \$ 758.27 |
| E-3711-T010-T04.074 WSGDF Transfer Out | R-3704-P051-P08.574 SSD #1 Revenue | \$ 171.85 |
| E-3711-T010-T04.074 WSGDF Transfer Out | R-3705-P053-P08.574 SSD #2 Revenue | \$ 110.86 |
| E-3711-T010-T04.074 WSGDF Transfer Out | R-3706-P055-P08.574 SSD #3A | \$ 243.29 |
| E-3711-T010-T04.074 WSGDF Transfer Out | R-3707-P056-P08.574 SSD #3B | \$ 20.25 |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR MARCH, 2013**

Motion made by Mr. Probst seconded by Mrs. Favede to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of March, 2013.

Gross Wages P/E 3/9/13 to 3/23/13

GENERAL FUND

| | | | |
|---------------------|---------------------|---------------------|-----------------|
| AUDITOR | E-0011-A001-B09.003 | R-9895-Y095-Y01.500 | 4,982.87 |
| AUD EMPL-PERS PROP | E-0012-A001-B14.003 | R-9895-Y095-Y01.500 | 415.52 |
| AUD EMPL-REAL PROP | E-0013-A001-B18.003 | R-9895-Y095-Y01.500 | 415.52 |
| CLERK OF COURTS | E-0021-A002-E09.003 | R-9895-Y095-Y01.500 | 2,462.03 |
| CO. CT. EMPL | E-0040-A002-G08.003 | R-9895-Y095-Y01.500 | 4,111.98 |
| COMMISSIONERS | E-0051-A001-A25.003 | R-9895-Y095-Y01.500 | 4,459.38 |
| NURSES-JAIL | E-0052-A001-A91.003 | R-9895-Y095-Y01.500 | 1,302.94 |
| COMM-DIS SERV | E-0054-A006-F05.003 | R-9895-Y095-Y01.500 | 639.76 |
| COMM-MAINT & OP | E-0055-A004-B16.003 | R-9895-Y095-Y01.500 | 4,455.76 |
| 9-1-1 DEPT | E-0056-A006-E08.003 | R-9895-Y095-Y01.500 | 5,708.12 |
| COMM PLEAS CT EMPL | E-0061-A002-B14.003 | R-9895-Y095-Y01.500 | 4,383.38 |
| MAGISTRATE | E-0063-A002-B28.003 | R-9895-Y095-Y01.500 | 1,190.20 |
| ENGINEERS EMPL | E-0070-A012-A08.003 | R-9895-Y095-Y01.500 | 3,762.84 |
| PROBATE CT EMPL | E-0081-A002-D10.003 | R-9895-Y095-Y01.500 | 1,600.36 |
| PROBATE CT JUV EMPL | E-0082-A002-C36.003 | R-9895-Y095-Y01.500 | 6,501.95 |
| PROSECUTING ATTNY | E-0111-A001-E09.003 | R-9895-Y095-Y01.500 | 5,859.32 |
| RECORDER | E-0121-A006-B09.003 | R-9895-Y095-Y01.500 | 4,272.55 |
| SHERIFF EMP (PERS) | E-0131-A006-A13.003 | R-9895-Y095-Y01.500 | 4,180.92 |
| TREASURER | E-0141-A001-C09.003 | R-9895-Y095-Y01.500 | 2,507.02 |
| CORONER | E-0151-A002-F07.003 | R-9895-Y095-Y01.500 | 804.94 |
| SOLDIER'S RELIEF | E-0160-A009-D07.003 | R-9895-Y095-Y01.500 | 2,478.74 |
| PUBLIC DEFENDER | E-0170-A006-G09.003 | R-9895-Y095-Y01.500 | 1,825.98 |

| | | | |
|------------------------------|---------------------|---------------------|-------------------------|
| BD OF ELECT/EMPLY | E-0181-A003-A09.003 | R-9895-Y095-Y01.500 | 2,957.70 |
| BUDGET COMM | E-0210-A001-F02.003 | R-9895-Y095-Y01.500 | 31.98 |
| T. B. SAN | E-0300-A008-B10.003 | R-9895-Y095-Y01.500 | <u>284.42</u> |
| | | | 71,596.18 |
| DOG & KENNEL | E-1600-B000-B08.003 | R-9895-Y095-Y01.500 | 762.68 |
| COUNTY HEALTH | E-2210-E001-E10.003 | R-9895-Y095-Y01.500 | 1,631.38 |
| Trailer Parks | E-2211-F069-F04.000 | R-9895-Y095-Y01.500 | |
| Home Sewage Treatment Sys | E-2227-F074-F06.000 | R-9895-Y095-Y01.500 | 316.50 |
| Vital Statistics | E-2213-F075-F02.003 | R-9895-Y095-Y01.500 | 405.51 |
| 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 | 806.03 |
| Tobacco Program | E-2216-F078-F02.002 | R-9895-Y095-Y01.500 | 480.13 |
| CDC Lead | E-2228-F080-F01.002 | R-9895-Y095-Y01.500 | 42.31 |
| PREP | E-2230-F082-F01.002 | R-9895-Y095-Y01.500 | 465.42 |
| PHEP | E-2231-F083-F01.002 | R-9895-Y095-Y01.500 | 588.04 |
| Food Service | E-2218-G000-G06.003 | R-9895-Y095-Y01.500 | 1,257.83 |
| HUMAN SERVICES | E-2510-H000-H12.003 | R-9895-Y095-Y01.500 | 41,176.76 |
| FLOOD GRANT-HUMAN SERV | E-2600-H005-H11.000 | R-9895-Y095-Y01.500 | 4,468.91 |
| WINDSTORM -HUMAN SERV | E-2600-H005-H12.000 | R-9895-Y095-Y01.500 | 1,051.27 |
| C.S.E.A. | E-2760-H010-H07.003 | R-9895-Y095-Y01.500 | 7,386.78 |
| R.E. ASSESSMENT | E-1310-J000-J04.003 | R-9895-Y095-Y01.500 | 3,496.12 |
| ENGINEER K-1 & K-2 | E-2811-K000-K08.003 | R-9895-Y095-Y01.500 | 971.10 |
| ENG EMP-MVGT K-11 | E-2812-K000-K21.003 | R-9895-Y095-Y01.500 | 11,388.12 |
| ENG EMP-BRIDGE K-25 | E-2813-K000-K34.003 | R-9895-Y095-Y01.500 | 4,312.22 |
| SOIL CONSERVATION | E-1810-L001-L11.003 | R-9895-Y095-Y01.500 | 681.40 |
| Watershed Coordinator | E-1815-L005-L11.003 | R-9895-Y095-Y01.500 | 291.20 |
| Care and Custody-C-Cap | E-0400-M060-M26.003 | R-9895-Y095-Y01.500 | 1,071.82 |
| Care and Custody-Drug Court | E-0400-M060-M72.003 | R-9895-Y095-Y01.500 | 835.72 |
| Alternative School | E-0400-M067-M02.003 | R-9895-Y095-Y01.500 | 534.83 |
| Title IV-E | E-0400-M078-M02.008 | R-9895-Y095-Y01.500 | 293.61 |
| Truant Officer | E-0400-M079-M03.003 | R-9895-Y095-Y01.500 | 523.21 |
| WW#2 | E-3701-P003-P29.003 | R-9895-Y095-Y01.500 | 1,498.69 |
| WW#3 | E-3702-P005-P29.003 | R-9895-Y095-Y01.500 | 7,265.91 |
| SSD#1 | E-3704-P051-P13.003 | R-9895-Y095-Y01.500 | 540.21 |
| SSD#2 | E-3705-P053-P13.003 | R-9895-Y095-Y01.500 | 2,515.91 |
| SSD#3A | E-3706-P055-P13.003 | R-9895-Y095-Y01.500 | 261.21 |
| SSD#3B | E-3707-P056-P13.003 | R-9895-Y095-Y01.500 | 27.24 |
| 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 | 5,855.35 |
| DIST DET HOME | E-0910-S033-S44.003 | R-9895-Y095-Y01.500 | 6,357.04 |
| MENTAL HEALTH | E-2310-S049-S60.003 | R-9895-Y095-Y01.500 | 2,667.00 |
| COMM PLEAS/MEDIATION SRV | E-1544-S054-S02.003 | R-9895-Y095-Y01.500 | 296.16 |
| MENTAL RETARDATION | E-2410-S066-S76.003 | R-9895-Y095-Y01.500 | 23,472.53 |
| Bel Co Senior Programs | E-5005-S070-S02.003 | R-9895-Y095-Y01.500 | 11,726.36 |
| 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 | 2,464.80 |
| 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 | 167.20 |
| EASTERN CRT-SPECIAL | E-1571-S087-S02.003 | R-9895-Y095-Y01.500 | 114.20 |
| WEST CRT-SPECIAL | E-1551-S088-S02.003 | R-9895-Y095-Y01.500 | 548.12 |
| COMMON PLEAS CRT-SPEC | E-1572-S089-S07.003 | R-9895-Y095-Y01.500 | 145.08 |
| 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 | 1,413.75 |
| IAP | E-2223-T077-T01.002 | R-9895-Y095-Y01.500 | |
| LAW LIBRARY | E-9720-W020-W03.003 | R-9895-Y095-Y01.500 | 196.00 |
| 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 | 616.24 |
| DRETAC-TREASURER | E-1410-W082-T05.003 | R-9895-Y095-Y01.500 | |
| | | | <hr/> 227,299.72 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, 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 following dates:

****January 3, 2013****

BELMONT CO. DOG KENNEL

E-1600-B000-B07.00 Veterinary Services \$ 10,000.00

****April 17, 2013****

BELMONT COUNTY COMMON PLEAS COURT/GENERAL FUND

E-0061-A002-B05.000 Intense Probation-Clerk of Courts \$ 9,199.28

BELMONT COUNTY RECORDER/VARIOUS FUNDS

E-0121-A006-B02.002 Recorder/ Salaries-Employees \$ 28,476.00

E-0131-A006-A04.002 Sheriff/ Salaries-Road Deputies \$ 1,440.00

E-0055-A004-B01.002 Maint. & Grounds/Salaries-Employees \$ 1,260.00

OLD SHERIFF'S RESIDENCE/ODOT GRANT FUND P83

E-1703-P083-P07.013 ODOT Grant Expenses \$ 6,407.01

BELMONT COUNTY EMA/CRITICAL INCIDENT STRESS FUND P96

E-1720-P096-P06.000 Critical Incident Stress \$ 100.00

BELMONT COUNTY DJFS/CHILDREN SERVICES FUND S25

E-2766-S025-S10.074 Transfers Out \$ 75,301.50

OAKVIEW JUVENILE REHABILITATION/VARIOUS FUNDS

E-8010-S030-S40.000 Grant Holding Account \$ 1,430.47

E-8010-S030-S51.002 Salaries \$ 74,064.53

E-8010-S030-S53.000 Medical \$ 3,418.92

E-8010-S030-S57.000 Travel & Staff Development \$ 24.51

E-8010-S030-S58.000 Communications \$ 5,050.00

E-8010-S030-S59.000 Fuel/Utilities \$ 11,502.48

E-8010-S030-S66.003 PERS \$ 15,520.00

E-8010-S030-S67.004 Worker's Compensation \$ 2,699.15

E-8010-S030-S68.006 Hospitalization \$ 16,907.16

E-8010-S030-S69.007 Unemployment Compensation \$ 4,017.17

E-8010-S030-S70.005 Medicare \$ 1,368.75

MRDD/MEDICAL RESERVE FUND S69

E-2413-S069-S01.011 Medicaid Reserve Fund \$ 126,521.70

PROSECUTOR/VICTIM'S ASSISTANCE FUND W80

E-1511-W080-P01.002 Salary \$ 1,505.00

E-1511-W080-P02.010 Supplies \$ 250.25

E-1511-W080-P03.000 Travel \$ 27.75

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

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated April 17, 2013, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITOR – Sheila Turner to travel to Columbus, OH, on Mary 29, 2013, to attend STRS Ohio Employer Workshop. Estimated expenses: \$100.00

DJFS – Joe Cioppi (Volunteer) William Beckett and Senior members to travel to Fairview, OH, on April 12, 2013 for a Bellaire Senior Center outing.

Michael McBride and Senior members to travel to New Martinsville, WV, on April 12, 2013, for a Powhatan Senior Center outing.

Lori Bittengle, Karen Titonis, Linda Wells, Sue Hines, Donna Steadman, Shirley Case, Daisy Braun and Patricia Kinney to travel to Robinson Twp., PA, to pick up supplies for May events at the senior centers, on April 29, 2013. Estimated expenses: \$12.00

EMA- Dave Ivan to travel to Columbus, OH, on April 22-24, 2013, to attend Ohio EMA Spring Directors' Seminar. A county vehicle will be used.

SANITARY SEWER DISTRICT – Benji Sall to travel to Columbus, OH, on May 7, 2013 to take the Ohio EPA Waste Water Test. A county vehicle will be used.

Upon roll call the vote was as follows:

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

Reminder-The Board will meet on TUESDAY, April 23, at 10:00 a.m. (No Wednesday meeting due to the Oil & Gas Expo.)

IN THE MATTER OF ENTERING INTO AGREEMENT WITH GLOBAL GEOPHYSICAL SERVICES, INC./COMMISSIONERS

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an agreement with Global Geophysical Services, Inc., ("Global") granting permission to Global to conduct a geophysical survey on county property in exchange for \$3,056.98 to be paid by Global to the County.

AGREEMENT

This Agreement entered into this 17th day of April, 2013, by and between Global Geophysical Services, Inc. (hereinafter "Global") and Belmont County, by and through the Belmont County Commissioners (hereinafter "County").

WITNESSETH

That for and in consideration of the sum of \$3,056.98 paid by Global to County upon the execution of this Agreement, County hereby grants to Global a permit to conduct a geophysical survey across the lands and mineral interests owned by County in Belmont County as listed on Addendum 1 to this Agreement and as depicted in the maps and photos attached hereto as Addendum 2. It is understood and agreed that the permit is granted for only those properties identified in Addendum 1 and Addendum 2 and on the following terms and conditions:

1. The compensation paid has been calculated at \$10.00 per acre for 305.7 acres.
2. Global's operation shall be conducted in accordance with standard industry practices and in a prudent and careful manner. Such geophysical survey shall utilize reflection seismology and/or passive microseismic data acquisition techniques. Reflection seismology methods consist of positioning line clearance and laying seismic recording devices (cables and geophones) in conjunction with shothole and/or Vibroseis operations. The parties acknowledge that the attached maps show the locations of all shotholes and receptors and that all work performed by Global will be in accordance with the locations set forth on the maps and photographs. No modifications will be made to these maps and photographs without the prior written consent of County.

3. It is understood that all operations will be conducted by Global during daylight hours between _____ a.m. and _____ p.m., Monday through Saturday. Any operations conducted by Global utilizing vehicles will be conducted in strict accordance with guidelines established for safety guidelines of the Ohio Department of Transportation, and on County and Township roads, only after securing necessary permission of the Belmont County Engineer and the respective Township Trustees.

4. Global shall give 24-hour advanced notice of the activities of its work by contacting Kelly Porter, Belmont County Sanitary Sewer District at 740-695-3144.

5. County has the option of not allowing Global to enter property in the event that weather conditions are too wet and the equipment may cause rutting.

6. All shotholes must be filled with dirt and leveled with the surface after Global completes its work.

7. Global agrees to indemnify and hold County harmless from all actions, suits, demands, claims, and liabilities whatsoever, including Court costs and attorney's fees which may result from any and all operations conducted under this permit.

8. Any ground that is damaged as a result of Global's operations shall be repaired and restored to its prior condition at Global's cost. At all times herein, Global shall provide general liability and automobile insurance with limits of at least \$1,000,000.00 with a company acceptable County, showing County to be an additional insured on said policy or policies. Said policy or policies shall further provide that it may not be cancelled without at least thirty (30) days notice to County. IT IS UNDERSTOOD AND AGREED that operations may not begin pursuant to this Agreement without proof of insurance as provided in this paragraph.

9. Global shall notify County when operations pursuant to this permit have been concluded. Notwithstanding any other provisions set forth herein, this permit shall terminate at 5:00 p.m. on the 17th day of April, 2014.

Executed this 17th day of April, 2013.

Global Geophysical Services, Inc.

By: John Barenz /s/
Its: Surface Agent

Belmont County Commissioners

By: Charles R. Probst, Jr., /s/
Charles R. Probst, Jr. Commissioner
By: _____
Ginny Favede, Commissioner
By: Matt Coffland /s/
Matt Coffland, Commissioner

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | No |
| Mr. Coffland | Yes |
| Mr. Probst | Yes |

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Roadway Use Maintenance Agreement for pipeline and compressor projects and infrastructure with Ohio Gathering Company, L.L.C., for the use of .50 miles of County Road 100, (McMillan Road) for the purpose of ingress and egress for pipeline activity.

Note: County-wide \$5 million bond on file

ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ohio Gathering Company, L.L.C., whose mailing address is 101 East Market Street, Cadiz, Ohio 43907 (hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the owner of certain right of way and field agreements, and intends to construct, operate and maintain certain facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] located in Union Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.50 miles of CR-100 (McMillan Road) for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], for traffic necessary for the purpose of constructing the pipe line facilities (herein after referred to collectively as "Pipeline Activity"); and

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

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

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, 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 CR-100 (McMillan Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-98 (Badgersburg Road) and ending at a point 0.50 miles to the south. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-100 (McMillan Road), for any of its Pipeline Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated 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.
3. 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.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's 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.
5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the 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 considered to be included in the County-Wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. 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 attorney's fees which are attributable to pipeline activity which arise or are 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 Pipeline Activity whatsoever. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. 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.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on 4-8, 2013.

Executed in duplicate on the dates set forth below.

| | |
|---|--|
| <u>Authority</u> | <u>Operator</u> |
| By: <u>Charles R. Probst, Jr. /s/</u> | By: <u>Adam Tobia/s/</u> |
| Commissioner | |
| By: <u>Matt Coffland /s/</u> | Printed Name: <u>Adam Tobia</u> |
| Commissioner | |
| By: <u>Ginny Favede /s/</u> | Company Name: <u>Ohio Gathering Company, LLC</u> |
| Commissioner | |
| By: <u>Fred F. Bennett /s/</u> | Title: <u>Regional Manager</u> |
| County Engineer | |
| Dated: <u>4/17/13</u> | Dated: <u>4/3/13</u> |
| Approved as to Form: <u>David K. Liberati /s/ (Assistant)</u> | |
| County Prosecutor | |

Appendix A

Operator shall:

- 1) Provide for videotaping of the roads prior to Pipeline Activity.
- 2) Maintain County Roads during Pipeline Activities for those damages caused by said Pipeline Activities.

- 3) Reimburse the Authority for minor maintenance of the roads during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Pipeline Activities.
- 4) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law.
- 5) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show compliance.
- 6) Operator has obtained a County-Wide Bond in the amount of \$5,000,000.00 (Five Million Dollars) for use of any County Road. Bond Number 022043109 is on file at the County Engineer's Office.

Authority shall:

- 1) Provide for minor maintenance of the roads 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 roadways and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

Appendix A (Continued)

Primary Contact:

Jeff Breen
 MarkWest Utica E.M.G./Ohio Gathering Company
 101 East Market Street
 Cadiz, OH 43907
(412) 852-1101 (cell)
jbreen@markwest.com

Secondary Contact:

Consultant to MarkWest/Ohio Gathering Company
 Mandy K. Bishop, PE, SI
 GPD Group
 1801 Watermark Dr., Suite 150
 Columbus, OH 43215
 (614) 859-1617 (office/direct)
(614) 638-5908 (cell) - best
mbishop@gpdgroup.com

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION
ESTABLISHING CAPITAL PROJECTS-SENIOR CENTERS FUND

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

Pursuant to Ohio Revised Code Section 5705.13(C), the Board of Belmont County Commissioners has deemed it necessary to establish a Capital Projects-Senior Centers Fund to accumulate resources for the acquisition, construction, or improvement of fixed assets.

WHEREAS, this fund shall accumulate an amount of Senior Services/In Home Care Levy Fund revenues, said amount to be determined by the Board of Belmont County Commissioners, for the purpose of acquiring, constructing or improving facilities and equipment and providing for contingencies and unexpected emergencies related to maintaining facilities and equipment, and;

WHEREAS, this fund can only be used for the purposes described pursuant to all other laws and regulations related to expenditures, normally the Ohio Revised Code, and;

WHEREAS, this fund may be rescinded at any time by resolution and money that has accumulated in the fund shall be transferred to the fund or funds from which the money was originally transferred, and;

WHEREAS, money shall not be accumulated in this fund for more than ten (10) years and, if not used after ten (10) years, the fiscal officer shall transfer all money in the fund to the fund or funds from which that money originally was transferred or the fund that originally was intended to receive the money.

Upon roll call the vote was as follows:

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

IN THE MATTER OF VENDOR AGREEMENTS FOR PROVIDING
TITLE XIX TRANSPORTATION SERVICES/BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into renewal of Vendor Agreements, on behalf of Belmont County Department of Job and Family Services, for the purpose of providing Title XIX transportation services, effective April 2, 2013 through March 30, 2014 as follows:

DISCUSSION: Mrs. Favede asked to hold on this motion until a later time. No action taken.

IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:15 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 9:40 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session at 9:40 a.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF DWAYNE D. PIELECH, DIRECTOR/ BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Probst to accept the resignation of Dwayne D. Pielech, Director, Belmont County Department of Job and Family Services, effective Monday, July 12, 2013.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Probst | Yes |
| Mr. Coffland | No |

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:41 A.M.

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session with Jack Regis, Facilities Manager, and Barb Blake, Fiscal Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:05 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session at 10:05 a.m.

ROLL CALL TAKEN LATER IN THE MEETING.

AS A RESULT OF EXECUTIVE SESSION, MRS. FAVEDE ADVISED ACTION TO BE TAKEN AFTER SCHEDULED AGENDA ITEM.

Commissioner Probst advised that he would need to leave the meeting during the next presentation to in order to attend an OMEGA Executive Board meeting in Berlin, Ohio.

10:00 Auditor Andy Sutak

Re: National County Government Month presentation

Along with Auditor Sutak, present were two of his staff members, Larry Craig and Pam Neff. Mr. Sutak gave a Power Point presentation on the duties and responsibilities of his department. Some of those duties include general accounting, real estate, licensing, weights and measures. General accounting would consist of administration and distribution of tax revenues, payroll, financial reports, CAFR (Comprehensive Annual Financial Report), etc. The Auditor is responsible for roughly \$203 million received each year. It is thought that figure will go up in the future with oil and gas. His department processes payroll for approximately 694 county employees and outside agencies and issues warrants for all county obligations. They distribute tax dollars to townships, villages, cities, schools, vocational schools, libraries and other county agencies. Mr. Sutak noted the burden townships are facing with cuts of over 50% in the past two years to local government from the state. They are no longer able to set aside money for equipment. He said what we are collecting is barely enough to give back to the townships for them to operate. The only option left are levies. There are no additional monies coming in. His department distributes motor vehicle license fees, gas taxes, estate taxes, fines and local government funds. Regarding Real Estate, the statute says the Auditor must appraise and assess real estate. The Homestead Exemption is for those who are 65 and will get you a \$25,000 reduction in the market value of your home. CAUV (Current Agricultural Use Evaluation) is a tax break for farmers. Mr. Sutak contracts with the Soil & Water Conservation Office to provide an expert to go out and check to make sure the guidelines are met. Various handouts were passed out to attendees and are available from the Auditor covering a variety of topics within this department. A chart to demonstrate a possible calculation on a Gas Well Tax Estimate and of how the monies would be distributed was reviewed. The Licensing section handles dog license, kennels, vendors and cigarettes. The Weights and Measures division includes checking gasoline pumps for accuracy, various types of scales and scanners, including those in grocery stores and other types of businesses where goods are sold by weight. More information about the Auditor's Department can be found online at www.belmontcountyohio.org/auditor.htm

11:50 Ginny Shrimplin, CORSA

Re: Annual CORSA Insurance Renewal Update

Along with Ginny Shrimplin of CORSA, were Agents Bob Bethel and Matt Thomas. Ginny provided a handout to the board and shared the good news that the county's premium decreased 2% or \$9,258.00. Pool-wide they saw a 3% increase. The county received a Loss Control Member Equity Credit of \$41,280.00. A Loss Control Incentive Program Credit of \$4,549.00 was given for the county's participation in this program. The total premium due this year is \$463,959.00. Three coverage enhancements were made to the program this year: 1) ATTORNEY DISCIPLINARY ACTION – coverage has been expanded to include all attorneys who are employees of the County. Previously coverage was extended to only the Prosecutor, Assistant Prosecutor and Magistrates. The attorneys have to actually be an employee of the county; not a contracted individual. Coverage is limited to \$25,000. 2) EMPLOYEE DISHONESTY/FAITHFUL PERFORMANCE COVERAGE DEDUCTIBLE – This formerly had a \$2,500 deductible. This year CORSA is doing away with the deductible. Since there is an increase in the number of claims, now the Attorney General is getting involved with these types of losses too. If it is an employee that commits the theft, the Attorney General says that no county money can be used to pay for that loss. If they are not able to get full restitution from that employee, because of Ohio Revised Codes stating that the elected official is not only responsible for their actions, they are also responsible for the actions of their employees. That would mean that that elected official would have to pay the deductible and CORSA did not want that to happen. Due to an increase in this type of claim, Ms. Shrimplin cautioned that all departments have checks and balances in handling in money. 3) CLAIMS EXPENSE COVERAGE – CORSA is adding \$1,000 limit for Claims Expense Coverage which can be used for costs that are associated with establishing the existence and amount of a loss. If the Ohio Attorney General gets involved in an investigation, his office is now charging back the costs from his office for investigation, prosecution and oversight costs. If the employee cannot pay, the elected official is held liable.

The Local Agency Representation Policy Statement is now in writing and will now be a part of the Participation Agreement. Ms. Shrimplin provided the board a copy of the Stewardship Report. This report gives the county an opportunity to see all of the benefits that you get by being a member of CORSA. The report provided today shows a period of three years, (2010-2012). She commended the county for using the HR Helpline. She noted the Sheriff's Department had taken 110 online classes last year. Their participation is great. Mrs. Favede credited former Sheriff Fred Thompson and stated the newly elected Sheriff also intends to continue utilizing the online classes. Mrs. Shrimplin concluded by stating she would like to schedule a CORSA 101 class with Belmont County.

IN THE MATTER OF ADOPTING A REVISED BELMONT COUNTY ROADWAY USE MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following *revised* Belmont County Roadway Use Maintenance Agreement For Drilling Projects and Infrastructure.

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 _____, whose address is _____

(Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [DEVELOPMENT SITE NAME], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [DEVELOPMENT SITE NAME] (hereafter collectively referred to as "oil and gas development site") located in _____ Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of _____ miles of CR/TR (_____) and _____ miles of CR/TR (_____) for the purpose of ingress to and egress from the [DEVELOPMENT SITE NAME], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [DEVELOPMENT SITE NAME] (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR _____, to be utilized by Operator hereunder, is that exclusive portion beginning at _____ (*route description here ending at the intersection of CR/TR*) _____. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (_____) for any of its Drilling Activities hereunder.

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

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

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

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

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

- 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 _____, 201_____.

Executed in duplicate on the dates set forth below.

Authority

By: _____

Commissioner/Trustee

By: _____

Commissioner/Trustee

By: _____

Commissioner/Trustee

By: _____

County Engineer

Dated: _____

Approved as to Form:

County Prosecutor

Operator

By: _____

Printed name: _____

Company Name: _____

Title: _____

Dated: _____

Appendix A

Operator shall:

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

Authority shall:

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

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

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

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – John White complained about the conditions and slag on the county road in front of his house. Mrs. Favede stated, with all due respect, she is not the County Engineer. She asked that he direct his concerns to Mr. Fred Bennett. Mr. White had concerns about the upcoming painting of centerlines. Mr. Coffland stated he did not know what roads the Engineer was going to do and he also directed Mr. White to speak with Mr. Bennett as he is responsible for the county roads. Mr. Bennett was not available today as he was out of town.

Mrs. Favede announced Belmont County will be allocated the sum of \$190,000 in CDBG funds this year.

AS A RESULT OF EXECUTIVE SESSION HELD EARLIER – Mrs. Favede retracted her previous statement that action would be taken. NO ACTION WAS TAKEN.

Roll call was taken at this time to adjourn executive session:

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE EXECUTION OF THE
MASTER GROUP POLICY WITH THP INSURANCE COMPANY, INC.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commissioner Ginny Favede to execute the Master Group Policy with THP Insurance Company, Inc., Group Policy # 01242120 for health insurance coverage for eligible Belmont County employees for a period of one year commencing June 1, 2013; Plan Type: PPO

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:50 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:50 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 23rd day of April, 2013.

_____ COUNTY COMMISSIONERS

We, Ginny Favede and Kathy Marino, President and Assistant 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

_____ ASSISTANT CLERK