

St. Clairsville, Ohio

December 30, 2014

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

**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.

Claim of	Purposes	Amount
A-Halloran's Home Pizza	Jury lunch/dinner-Common Pleas Court/General Fund	120.67
A-Judge Linton D. Lewis	Visiting Judge mileage-Common Pleas Court/General Fund	57.60
S-SCI-Integrated	Recording system upgrade/Common Pleas Ct. Gen. Special Projects Fund	1,525.50

**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 December 30, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$13,729.15; \$7,541.12
B-Dog Kennel	\$1,032.73
H-Job & Family, WIA	\$4,741.96
N-Capital Projects-Facilities	\$12,200.00
P-Oakview Admn Bldg.	\$44.65
W-CEBCO Wellness Grant	\$1,413.18

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

FROM	TO	AMOUNT
E-0256-A014-A06.006 Group and Liability	E-0257-A015-A15.074 Transfers-Out	\$ 6,084.30
E-0256-A014-A07.005 Emp. Share Medicare	E-0257-A015-A15.074 Transfers-Out	\$ 7,313.53
E-0256-A014-A08.006 Waived Hospitalization	E-0257-A015-A15.074 Transfers-Out	\$ 12,333.37
E-0256-A014-A09.006 Employee Life Ins.	E-0257-A015-A15.074 Transfers-Out	\$ 2,275.44
E-0256-A014-A11.006 Eye Care Insurance	E-0257-A015-A15.074 Transfers-Out	\$ 8,852.85
E-0256-A014-A12.006 Dental Insurance	E-0257-A015-A15.074 Transfers-Out	\$ 27,554.95
E-0256-A014-A13.006 Rx Prescription Plan	E-0257-A015-A15.074 Transfers-Out	\$149,549.92
E-0256-A014-A14.004 Work. Comp.-G/F	E-0257-A015-A15.074 Transfers-Out	\$ 254.71

**S86 NORTHERN COURT-GENERAL SPECIAL PROJECTS FUND**

FROM	TO	AMOUNT
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S05.005 Medicare	\$ 30.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**GENERAL FUND AND THE O50 NOTE RETIREMENT-2014 WATER SYSTEM IMPROVEMENT FUND**

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9250-O050-O10.574 Transfers In	\$214,219.07

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of December 30, 2014:

**GENERAL FUND**

E-0051-A001-A10.000	Professional Services	\$500,000.00
E-0051-A001-A14.012	Equipment	\$250,000.00
E-0051-A001-A24.000	Infrastructure/ORC.026	\$750,000.00
E-0051-A001-A50.000	Budget Stabilization	\$500,000.00
E-0257-A015-A14.000	Attorney Fees	\$350,000.00
E-0257-A017-A00.000	Contingencies	\$412,010.64

**W80 PROSECUTOR'S VICTIM ASSISTANCE FUND**

E-1511-W080-P05.003	PERS	\$ 1,046.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated December 30, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 29, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING A SUBORDINATION AGREEMENT FOR PROPERTY OWNED BY DANIELLE KRITZ/BELOMAR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a Subordination Agreement in the amount not to exceed \$75,569.00 in regard to property owned by Danielle Kritz, single, based upon the recommendation of Rick Healy, Belomar Regional Council.  
*Note: Past CHIP grant recipients who are refinancing.*

**SUBORDINATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that in consideration that JP Morgan Chase Bank, NA, 1111 Polaris Parkway, Columbus, OH 43240, shall loan **“loan amount not to exceed \$75,569.00 to Danielle Kritz**, single, of 4600 Smithfield Street, Shadyside Ohio, upon the security of a mortgage recorded in Official Record Volume \_\_\_\_\_, Pages \_\_\_\_\_, upon the following real property:

See Attached Exhibit A.

The undersigned, Matt Coffland, Ginny Favede, and Mark A. Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said JP Morgan Chase Bank, NA, 1111 Polaris Parkway, Columbus, OH 43240 shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of mortgages thereon, dated December 2, 2004, executed and delivered to the Belmont County Recorder, by said **Dayne Kritz and Danielle Kritz**, and recorded in Volume 0984, at Pages 864-866, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages JP Morgan Chase Bank, NA, is now the owner and holder.

Matt Coffland, Ginny Favede, and ~~Mark A. Thomas~~, Belmont County Commissioners, have caused their names to be subscribed hereto this 30<sup>th</sup> day of December, 2014.

By: Belmont County Commissioners:  
Matt Coffland /s/  
 Matt Coffland  
Ginny Favede /s/  
 Ginny Favede  
 \_\_\_\_\_  
 Mark A. Thomas

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING A SUBORDINATION AGREEMENT FOR PROPERTY OWNED BY VIRGIL L. HANNAHS AND SUSAN D. HANNAHS/BELOMAR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a Subordination Agreement in the amount of \$38,000.00 in regard to property owned by Virgil L. Hannahs, Jr. and Susan D. Hannahs of Barnesville, based upon the recommendation of the A.C. Wiethe, Belomar Regional Council.

*Note: Past CHIP grant recipients who are refinancing.*

**SUBORDINATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that in consideration that WesBanco Bank, Inc. of 1 Bank Plaza, Wheeling, West Virginia, shall loan the sum of \$38,000.00 to Virgil L. Hannahs, Jr. and Susan D. Hannahs, husband and wife, of 160 Grace Avenue, Barnesville, Ohio, upon the security of a mortgage recorded in Official Record Volume \_\_\_\_\_, Pages \_\_\_\_\_, upon the following real property:

See Exhibit A

The undersigned, Matt Coffland, Ginny Favede and Mark A. Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said WesBanco Bank, Inc. of 1 Bank Plaza, Wheeling, West Virginia, shall be a second lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of Mortgage thereon, dated June 4, 1998 and executed and delivered to the Belmont County Recorder, by said Virgil L. Hannahs, Jr. and Susan D. Hannahs, and recorded in Volume 703, at Pages 378-380, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages WesBanco Bank, Inc. is now the owner and holder.

Matt Coffland, Ginny Favede and ~~Mark A. Thomas~~, Belmont County Commissioners, have caused their names to be subscribed hereto this 30<sup>th</sup> day of December, 2014.

By: Belmont County Commissioners:  
Matt Coffland /s/  
 Matt Coffland  
Ginny Favede /s/  
 Ginny Favede  
 \_\_\_\_\_  
 Mark A. Thomas

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE  
AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE  
WITH AMERICAN ENERGY – UTICA, LLC/  
BANNOCK WELL PAD/BLAYNEY WELL PAD AND DURR WELL PAD**

Motion to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with American Energy Utica, LLC, effective December 30, 2014, for the purpose of ingress and egress for drilling activity at the following sites:

0.25 mi. of CR-10 (Lafferty-Bannock Road) at the Bannock Well Pad.

0.85 mi. of CR-10 (Lafferty-Blayney Road) at the Blayney Well Pad.

0.75 mi. of CR-64 (Unity Church Road) at the Durr Well Pad.

*Note: No Bond needed per County Engineer Fred Bennett. American Energy Utica, LLC will upgrade the roads in the spring.*

**BANNOCK WELL PAD**

**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 American Energy Utica, LLC, whose address is PO Box 18756, Oklahoma City, OK 73154 (Hereafter “Operator”), and shall be as follows:

**RECITALS**

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

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

**WHEREAS**, Operator intends to commence use of 0.25 miles of CR-10 (Lafferty-Bannock Road) for the purpose of ingress to and egress from the Bannock Well Pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Bannock 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-10 (Lafferty-Bannock Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR-1561 (Pamela Avenue) and continuing westerly for 0.25 mile to the site entrance on the south side of the roadway. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-10 (Lafferty-Bannock Road) for any of its Drilling Activities hereunder.

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

3. 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.

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 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.

5. 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 N/A - upgrading road & 00/100 DOLLARS (\$N/A – upgrading road) 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.

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 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.

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 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

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

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 December 30, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/  
Commissioner/Trustee

By: Ginny Favede /s/  
Commissioner/Trustee

By: \_\_\_\_\_  
Commissioner/Trustee

By: Fred F. Bennett /s/  
County Engineer

Dated: 12/30/14

Approved as to Form:  
David K. Liberati /s/

County Prosecutor

**Operator**

By: Jeff Beck /s/

Printed name: Jeff Beck

Company Name: American Energy Utica, LLC

Title: Field Superintendent

Dated: 12/1/14

**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 CR-10 (Lafferty-Bannock Road) 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.

**BLAYNEY WELL PAD**

**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 American Energy Utica, LLC, whose address is PO Box 18756, Oklahoma City, OK 73154 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

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

**WHEREAS**, Operator intends to commence use of 0.85 miles of CR-10 (Lafferty-Blayne Road) for the purpose of ingress to and egress from the Blayne Well Pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Blayne 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-10 (Lafferty-Blayne Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR-331 and continuing westerly for 0.85 mile to the intersection with TR-1561 (Pamela Avenue). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-10 (Lafferty-Blayne Road) for any of its Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. 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.
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 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.
5. 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 N/A - upgrading road & 00/100 DOLLARS (\$N/A - upgrading road) 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.
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 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.
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 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
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
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 December 30, 2014.

Executed in duplicate on the dates set forth below.

<p><b><u>Authority</u></b>                  By: <u>Matt Coffland /s/</u>                  Commissioner/Trustee                  By: <u>Ginny Favede /s/</u>                  Commissioner/Trustee                  By: _____                  Commissioner/Trustee                  By: <u>Fred F. Bennett /s/</u>                  County Engineer                  Dated: <u>12/30/14</u>                  Approved as to Form:  <u>David K. Liberati /s/</u>                  County Prosecutor</p>	<p><b><u>Operator</u></b>                  By: <u>Jeff Beck /s/</u>                  Printed name: <u>Jeff Beck</u>                  Company Name: <u>American Energy Utica, LLC</u>                  Title: <u>Field Superintendent</u>                  Dated: <u>12/1/14</u></p>
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**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 CR-10 (Lafferty-Blayne Road) 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.

***DURR WELL PAD***  
**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 Street, St. Clairsville, Ohio 43950 (hereafter "Authority"), and American Energy Utica, LLC, whose address is PO Box 18756, Oklahoma City, OK 73154 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

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

**WHEREAS**, Operator intends to commence use of 0.75 miles of CR-64 (Unity Church Road) for the purpose of ingress to and egress from the Durr Well Pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Durr Well Pad (hereafter collectively referred to 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, prior to or during any Construction Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. The portion of CR-64 (Unity Church Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR 9 and continuing southerly for 0.75 mile to the site entrance. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-64 (Unity Church Road) for any of its Drilling Activities hereunder.

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

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known 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.

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 Drilling 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 Construction Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Construction Activity on the Route by Operator. The amount of the bond or surety shall be in an amount no greater than N/A - upgrading road & 00/100 DOLLARS (\$N/A - upgrading road) 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, 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 an liability, claims, damages, penalties, charges, or costs including 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 Drilling Activity whatsoever.
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
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 December 30, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/  
Commissioner/Trustee

By: Ginny Favede /s/  
Commissioner/Trustee

By: \_\_\_\_\_  
Commissioner/Trustee

By: Fred F. Bennett /s/  
County Engineer

Dated: 12/30/14

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

**Operator**

By: Jeff Beck /s/

Printed name: Jeff Beck

Company Name: American Energy Utica, LLC

Title: Field Superintendent

Dated: 12/1/14

**APPENDIX A**

Operator shall be required to:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 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 CR-64 (Unity Church Rd) during Drilling Activities for those damages caused by said 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 follow:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH THE COMMUNITY ACTION COMMISSION FOR THE PROVISION OF HEATING AND WEATHERIZATION SERVICES FOR THE CHIP PROGRAM/BELOMAR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with the Community Action Commission of Belmont County for the provision of Heating and Weatherization services for the Community Housing Improvement Program (CHIP), based upon the recommendation of Rick Healy, Belomar Regional Council.

**CONTRACT FOR HEATING AND WEATHERIZATION SERVICES**

THIS AGREEMENT, made this 30th day of December, 2014, by and between the Belmont County Commissioners, hereinafter called "County", and Community Action Commission of Belmont County, with its principal office at 153 ½ West Main Street, St. Clairsville, Ohio, hereinafter called "CAC".

WHEREAS, the County has been awarded a HUD CDBG and HOME funded Community Housing Improvement Program (CHIP) grant from the Ohio Department of Development, Office of Housing and Community Partnerships for the purpose of undertaking Housing Rehabilitation activities, hereinafter called "PROJECTS," within the County of Belmont, Ohio.

WHEREAS, the County does desire to retain professional Heating and Weatherization services for said PROJECTS; and,

WHEREAS, CAC does desire to provide Heating and Weatherization services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the County and CAC do hereby agree as follows:

**I.  
Purpose**

The County hereby engages and retains CAC to perform Heating and Weatherization services as listed in the Scope of Services below on the HUD CDBG/HOME funded Community Housing Improvement Program Grant awarded to the County for said PROJECTS.

**II.  
Scope of Services**

CAC agrees to perform the following Heating and Weatherization services and duties:

1. To expeditiously assure that the company, and all staff to be engaged in this project, are properly qualified, and have proper state certification and or licensing, and provide proof of both liability insurance and Worker's Compensation coverage.
2. To have access to, and have the knowledge of proper operation of, combustion testing unit, and a blower door machine.
3. To attend all necessary Pre-Bid Meetings, Pre-Construction Conferences, and Interim and Final Inspections.
4. To provide final combustion results and final blower door numbers, as required by specific projects.
5. To work with the CHIP Program's Rehabilitation Specialist pertaining to work and specifications where heating and/or weatherization work exists.
6. To be available by telephone to answer any questions from homeowners and/or CHIP Program Administrator concerning heating and weatherization specifications or work in progress.
7. To supply a One Year Warranty covering all workmanship and material at the Final Inspection and to supply other warranty papers (furnace, water heater, etc.) at the final inspection.

**III.  
Duties of County**

The County agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than two (2) years after the completion of said PROJECT.

**IV.  
Compensation**

The County agrees to compensate CAC for the tasks completed on each unit, and at the rates listed in Attachment A to this Contract titled "Schedule A". CAC will invoice the County upon completion of each Project.

**V.  
Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until December 31, 2016. The term of this Agreement may be extended upon the mutual written consent of the parties.

**VI.  
Termination of Contract for Cause**

If, through any cause, CAC fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to CAC of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, work, and reports prepared by CAC under this Contract shall, at the option of the County, become its property and CAC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**VII.  
Termination for Cause and Convenience of the County**

The County may terminate this Contract at any time by giving at least ten (10) days notice in writing to CAC. If the Contract is terminated by the County as provided herein, CAC will be paid for expenses incurred up to the termination date. If this Contract is terminated due to the fault of CAC Section VI hereof relative to termination shall apply.

**VIII.  
Records and Audits**

The CHIP Program Administrator shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to assure proper accountability for all project funds. These records shall be made available for audit purposes to the County, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.  
Compliance with Executive Order 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**X.  
Modification**

This Agreement represents the entire agreement of the parties. No presentations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:  
Jayne Long /s/  
Jayne Long, Clerk  
Board of County Commissioners

**THE BELMONT COUNTY COMMISSIONERS**

BY Matt Coffland /s/

Matt Coffland, President

BY Ginny Favede, /s/

Ginny Favede

BY \_\_\_\_\_

Mark A. Thomas

**Community Action Commission of Belmont County**

ATTEST:  
Kathy Marino /s/

BY Gary F. Obloy /s/

Gary F. Obloy, Executive Director

APPROVED AS TO FORM ONLY Daniel P. Fry /s/

Upon roll call the vote was as follows:

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



**IN THE MATTER OF RE-PLAT OF** | [Belmont Co. Commissioners  
**WYNGATE SUBDIVISION** | [Courthouse  
**RICHLAND TOWNSHIP, SEC. 28, T-7, R-4** | [St. Clairsville, Ohio 43950  
| [Date December 30, 2014

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Re-plat of Wyngate Subdivision, Richland Township Sec. 28, T7, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
*Revised Code Sec. 711.05*

To: Cindi Henry, F.O., Richland Township Trustees, P. O. Box 16, St. Clairsville, OH 43950

You are hereby notified that the 14th day of January, 2015, at 9:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

- Mail by certified return receipt requested
- cc: Richland Township Trustees  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR THOBURN DEVELOPMENT LLC**  
**WHEELING TOWNSHIP, FLUSHING, OH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a C1, C2 liquor permit for Thoburn Development LLC, RR2, SR 149, 1<sup>st</sup> floor, Wheeling Twp., Flushing, OH 43977, Permit number B TRFO 8871319. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR MTA PETROLEUM & FOOD MART LLC**  
**RICHLAND TOWNSHIP, ST. CLAIRSVILLE, OH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a C1 liquor permit for MTA Petroleum & Food Mart LLC, DBA A Plus Fuel Mart, 52634 High Ridge Rd., Richland Twp., St. Clairsville, OH 43950, Permit number B TFOL 6202799. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ESTIMATE FROM**  
**PETTICORD & SON, INC. TO PAINT HALLWAY WALLS AND**  
**TRIM OF THE RECORDER'S OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the estimate from Petticord & Son, Inc. in the amount of \$1,510.00 for all labor and materials necessary to paint the hallway walls and trim of the Belmont County Recorder's Office.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Richard Hord inquired as to the significant accomplishments of 2014. Mr. Coffland said our land was leased for almost five million dollars and we have been able to turn around a financially troubled county to a financially positive county now, which is the biggest plus. Two major roads were funded this year, the Mall Road and SR 331. Progress has been made on the Senior Services kitchen and we are working redoing a senior center in Flushing. All buildings have been upgraded. Four (union) contracts were negotiated and we were able to give back a little to the non-union employees. Over \$1 million was given to the Engineer's Department for road improvements with more to be given in 2015. The Historic Sheriff's Museum is also done. Mr. Coffland said since 2009, the outstanding projects list that was left when Mrs. Favede and he took office has been completed, including remodeling the courthouse, the Neffs sewer system and Mt. Victory. 2014 was a very productive year. Mrs. Favede said the Board has accomplished much and weathered difficult times while planning for the future with the help of department heads. She noted the Land Bank as one of the biggest accomplishments for 2014 with the ability to revitalize areas. Investing in the employees was huge. Many took concessions and either no raises or reduced raises in 2009. "We were able to replenish them for those things and invest in their health and well-being by providing them a wellness program that will ultimately save them money" she said. Mr. Hord asked about the biggest disappointments. Mrs. Favede noted the condition of county roads and said the Board is investing in them and hope to improve them this year. Mr. Coffland said they are trying to get as much road improvement work done by oil and gas companies as possible to save the taxpayers' dollars.

**IN THE MATTER OF ADJUSTING THE WAGES OF**  
**EMPLOYEES AT THE BELMONT CO. ANIMAL SHELTER**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjust the wages for the following employees at the Belmont County Animal Shelter effective pay period beginning 12/29/14 per the request of Shelter Director Angela Hatfield:

<b>Name</b>	<b>Position</b>	<b>From/To</b>
Lou Millard	Animal Care	\$16.00/hour to \$10.00/hour
Ashley Ferda	Assistant Dog Warden	\$17.45/hour to \$10.00/hour
Eleanor J. Murphy	Animal Care	\$15.90/hour to \$10.00/hour
Sharon Payton	Animal Care	\$ 8.55/hour to \$10.00/hour

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:44 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 11:44 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 7th day of January, 2015.

\_\_\_\_\_

COUNTY COMMISSIONERS

Mark A. Thomas - Absent

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