

St. Clairsville, Ohio

December 4, 2013

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 Charles R. Probst, Jr., (retired).

**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-AT&T	Telephone services-Public Defender/General Fund	154.51
A-Draft-Co., Inc.	Map conversion-GIS Projects/General Fund	1,528.36
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Frank Pierce	Mileage and meals reimbursement-Public Defender/General Fund	214.80
A-I. Bernard Trombetta	Professional services-Commissioners/General Fund	475.00
A-Ohio AFSCME Care Plan	Dental & Drug coverage/General Fund	368.00
A-Ohio Assoc. of Pre-Trial Services Agencies	Membership for Ed Gorence & John Gossett/General Fund	50.00
A-Quill	Supplies-Adult Probation/General Fund	49.92
A-Smartbill	2014 Real Estate Tax bills-Treasurer/General Fund	6,147.40
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	240.53
A-Staples	Supplies-Public Defender/General Fund	590.09
A-Staples	Supplies-Public Defender/General Fund	249.95
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	325.92
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	98.63
K-Brandi Patt	Graphic Design Letterhead/Engineer MVGT Fund	200.00
K-Draft-Co., Inc.	Web Hosting/Engineer MVGT Fund	100.00
K-Fishel Hass Kim Albrecht	Professional services/Engineer MVGT Fund	4,145.25
K-Ohio AFSCME Care Plan	Dental & Drug coverage/Engineer MVGT Fund	3,680.00
K-Ohio AFSCME Care Plan	Dental & Drug coverage/Engineer MVGT Fund	1,472.00
K-Staples	Supplies/Engineer MGT Fund	904.90
S-3M	Electronic monitoring/Western Div. Ct. Computer Fund	108.00
S-Assoc. of Muni/County Judges of Ohio, Inc.	Dues for 2014/Northern Ct. General Special Projects Fund	150.00
S-AT&T	Telephones/Port Authority Fund	129.35
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	910.00
S-Larry Merry	Reimburse travel expenses/Port Authority Fund	345.57
S-Matthew Bender & Co.	Jury instructions/Northern Ct. General Special Projects Fund	186.10
S-Ohio Judicial Conference	2014 Conference Dues/Northern Ct. General Special Projects Fund	150.00
S-Robert Huff Designs	State of Ohio seal/Western Div. Ct. Computer Fund	285.00
S-Sam's Club/GECRB	Food and supplies/Oakview Juvenile Residential Center Fund	\$748.69
S-Sysco Food Services of Cleveland	Food/Oakview Juvenile Residential Center Fund	1,844.43
S-The Jeffersonian	2014 Renewal/Western Ct. General Special Projects Fund	29.00
W-Aspen Publishers, Inc.	Subscription/Law Library Fund	325.00
W-Matthew Bender & Co.	Books/Law Library Fund	898.78
W-Matthew Bender & Co.	Books/Law Library Fund	2,460.51
W-OTO	Tax foreclosure excess refund/DRETAC Treasurer's Office Fund	52,012.47
Y-Health Plan PPO	December premium/Employer's Share Holding Account	385,367.98
Y-Belmont Co. Recorder	Nov. 2013 tax lien sale cert. recording fees/Tax Cert Admn Fund	1,484.00

**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 December 4, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$33,524.80
A-GENERAL/AUDITOR	\$9,582.16
A-GENERAL/EMA	\$1,310.87; \$4,718.22
A-GENERAL/SHERIFF	\$5,136.08; \$12,886.03
B-Dog Kennel	\$639.15
C-Indigent Guardianship	\$605.00
H-Job & Family, CSEA	\$14,773.16
H-Job & Family, Public Assistance	\$11,750.66; \$3,645.46
H-Job & Family, WIA	\$16,372.11; \$201,973.00; \$7,165.00
M-Juvenile Ct. – Intake Coordinator	\$1,154.71; \$145.80
M-Juvenile Ct. – Placement Services	\$12,180.00
M-Juvenile Ct. – Title IV-E Reimb.	\$238.66
P-Oakview Adm Bldg.	\$2,266.65
S-District Detention Home	\$4,816.34
S-Juvenile Ct. Computer Fund	\$109.90
S-Job & Family, Children Services	\$25,330.29; \$1,700.00; \$17,867.61
S-Oakview Juvenile Residential Center	\$4,666.05
S-Probate Court Conduct of Business	\$195.60
S-Senior Program	\$9,358.77; \$19,445.46
S-Sheriff CCW	\$2,415.73
S-Sheriff Commissary	\$119.98; \$8,556.60
U-Sheriff Reserve Account	\$4,273.06; \$563.41

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	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**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A14.000 Attorney Fees	E-0051-A001-A50.000 Budget Stabilization	\$ 50,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0181-A003-A11.000 Other Exp. (BoE)	\$ 12,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A90.002 Salaries-Nurses	\$ 1,750.00
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A91.003 PERS	\$ 250.00
E-0055-A004-B01.002 M/G Salaries-Employees	E-0055-A004-B20.000 M/F Satellite Bldg.	\$ 5,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0011-A001-B05.012 Computer	\$ 957.98
E-0051-A001-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers Out	\$ 1,111.00

**BELMONT CO. RECORDER/GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0121-A006-B02.002 Salaries-Employees	E-0121-A006-B11.000 Other Expenses	\$25,000.00
E-0121-A006-B02.002 Salaries-Employees	E-0121-A006-B07.000 Documents	\$50,000.00
E-0121-A006-B02.002 Salaries-Employees	E-0121-A006-B06.011 Contract Services	\$50,000.00

**BELMONT CO. RECORDER/MAINTENANCE & GROUNDS GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0121-A006-B11.000 Recorder Other Expenses	E-0055-A004-B01.002 Salaries-Employees	\$640.00

*This is for the salary of a Maintenance person for Saturdays in December (4 hours each Saturday-16 hours @ \$40.00)*

**BELMONT CO. RECORDER/SHERIFF GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0121-A006-B11.000 Recorder Other Expenses	E-0131-A006-A04.002 Salaries Road Deputies	\$3,280.00

**BELMONT CO. ENGINEER/MVGT FUND K00**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2813-K000-K37.000 Other Expenses	E-2813-K000-K30.013 Contract Projects	\$653.00
E-2812-K000-K24.000 Other Expenses	E-2813-K000-K30.013 Contract Projects	\$301.14
E-2812-K000-K15.011 Contract Services	E-2812-K000-K12.000 Materials	\$4,000.00
E-2811-K000-K10.000 Other Expenses	E-2811-K100-K10.005 Medicare	\$100.00
E-2813-K000-K37.000 Other Expenses	E-2812-K000-K19.005 Medicare	\$653.00

**BELMONT CO. SSD/VARIOUS FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3704-P051-P08.013 Contract Projects	E-3704-P051-P03.012 Equipment	\$10,000.00
E-3704-P051-P09.000 Sewage Disposal	E-3704-P051-P03.012 Equipment	\$5,500.00
E-3705-P053-P05.000 Materials	E-3705-P053-P03.012 Equipment	\$12,000.00
E-3701-P003-P17.002 Salaries	E-3701-P003-P25.000 Purchased Water	\$130,000.00
E-3701-P003-P17.002 Salaries	E-3701-P003-P19.012 Equipment	\$20,000.00
E-3701-P003-P31.000 Other Expenses	E-3701-P003-P19.012 Equipment	\$24,000.00
E-3702-P005-P23.011 Services	E-3702-P005-P34.074 Other Expenses	\$26,500.00

**BELMONT CO. CLERK OF COURTS/CERTIFICATE OF TITLE ADMIN FUND S79**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-6010-S079-S02.011 Contract Services	E-6010-S079-S01.002 Salaries	\$20,000.00
E-6010-S079-S07.006 Hosp. Insurance	E-6010-S079-S01.002 Salaries	\$15,000.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS**

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

**THE BEMONT COUNTY GENERAL FUND AND THE JUVENILE ACCOUNTABILITY BLOCK GRANT FUND-S35**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund</i> E-0257-A015-A15.074 Transfers Out	<i>Juvenile Accountability Block Grant Fund-S35</i> R-0914-S035-S10.574 Transfers In	\$1,111.00

*Note: Required local match for the Juvenile Accountability Block Grant, 01/01/14-12/31/14.*

**BELMONT CO. SSD/VARIOUS FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 WSGDF Transfers Out	R-3701-P003-P15.574 Transfers In	\$214.80
E-3711-T010-T04.074 WSGDF Transfers Out	R-3702-P005-P15.574 Transfers In	\$792.27
E-3711-T010-T04.074 WSGDF Transfers Out	R-3704-P051-P08.574 Transfers In	\$60.00
E-3711-T010-T04.074 WSGDF Transfers Out	R-3705-P053-P08.574 Transfers In	\$ 66.91
E-3711-T010-T04.074 WSGDF Transfers Out	R-3706-P055-P08.574 Transfers In	\$128.70

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

**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 September 18, 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:

Mrs. Favede	Yes
Mr. Coffland	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **GENERAL FUND - \$ 30,000.00** paid into R-0050-A000-A45.500 on 12/03/13 for reimbursement for Litter Vehicle.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:  
**COMMISSIONERS** – Ginny Favede and Matt Coffland to travel to Columbus, OH, on Dec. 8-10, 2013, to attend the 133<sup>rd</sup> CCAO/CEAO Annual Winter Conference. A county car will be used.  
**DJFS** – Vincent Gianangeli, Lisa Fijalkowski and Mike Schlantz to travel to Harrison County DJFS on Dec. 5, 2013, to attend a COG Meeting.  
**SENIOR PROGRAM** – Ron Strader and Sue Hines to travel to Wheeling, WV, on Dec. 11, 2013, to facilitate a senior center outing.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

**OPEN PUBLIC FORUM** – Richard Hord inquired as to the status of the hiring for the new permanent DJFS Director. Mrs. Favede advised that the attorney that was hired has it narrowed down to four individuals. She said she and Commissioner Coffland were to have sat in on interviews and picked a person yesterday, but Mr. Coffland did not want to hold those meetings, so they were cancelled. At this point she did not have an answer for Mr. Hord. Mr. Hord questioned how much has been paid to Clemans-Nelson for their role in this hiring. Mrs. Favede said she doesn't believe we have been billed as of yet.

Mike Bianconi asked for a financial report from DJFS regarding the Senior Program. Mr. Bianconi wants a report for the period that the Department of Job & Family Services was in charge of the program to the point it changed over to a stand alone agency under the Commissioners. Mrs. Favede believes the report he is looking for will become the audit report. There are auditors preparing a final report for the transition. She advised that should be done within the next few weeks. Mr. Bianconi asked if the audit will tell the difference in the meals, transportation, people served, the difference in finances. Mrs. Favede said, "But don't you have that in all those documents I gave you when I had Tina put together that packet that showed how many meals were being served every day. I gave you months and months of that." Mr. Bianconi agreed he had those reports but said he wanted a report from start to end. Mr. Coffland said, "You want a close out from beginning to end. What's improved; what's not improved." Mr. Coffland said he had no problems with Mr. Bianconi going out and getting it. Mrs. Favede said she did not think those documents will be at DJFS; they will be with Tina at Senior Services. She said Tina is the one who tracks that. Mrs. Favede said Mr. Bianconi is welcome to the financial reports from last week brought in by the Interim Director of DJFS Lisa Fijalkowski. Mr. Bianconi said he would run out to DJFS and get the reports.

John White asked for a status on the new senior center for the Village of Flushing. Mrs. Favede stated the board was in the process of having the property surveyed by Hamilton & Associates and are awaiting that document. The Clerk advised that it was here. Mrs. Favede said it has to be cleared through the Prosecutor's Office and the property purchased. After that an RFQ (Request For Qualifications) will be done to hire an architect. Then a design can be created and the project bid out. After bidding, the construction can start. Mr. White questioned the small size of the lot. Mrs. Favede said that has become a concern. It is very, very narrow, but there is additional property next to it that can be purchased for parking.

**11:30 Public Hearing-Road Improvement 1119**

Present for the hearing were Engineer Fred Bennett and Ruth Graham, Engineer's Drafting Technician. Ruth presented maps. Union Township Trustee Dan Carlier was present and stated the trustees had no issues as they were the ones initiating the vacation.

**IN THE MATTER OF THE VACATION OF ALL OF UNION TOWNSHIP ROAD 377 (POLLAND FARM ROAD) UNION TOWNSHIP SECS. 18 & 24, T-8 R-4/RD IMP 1119**

**REPORT OF COUNTY ENGINEER  
OHIO REV. CODE, SEC. 5553.06**

Date: 12/04/2013

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated November 20, 2013 proceeded on December 4, 2013 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should \_\_\_\_\_ be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner, accompany this report and are made apart hereof.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:  
"See Plat"

The undersigned recommends the following changes in the proposed improvement which to his judgment should be made in the event the proposed improvement be granted to-wit:

Fred F. Bennett/s/  
County Engineer of Belmont County, Ohio

**IN THE MATTER OF THE VACATION OF  
ALL OF UNION TOWNSHIP ROAD 377  
(POLLAND FARM ROAD) UNION TOWNSHIP  
SECS. 18 & 24, T-8, R-4/RD IMP 1119**

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.**

***Rd. Imp. #1119***

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 4th day of December, 2013 in the office of the Commissioners with the following members present:

Mr. Coffland  
Mrs. Favede

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

Mrs. Favede Yes  
Mr. Coffland Yes

Adopted the 4th day of December, 2013

Jayne Long /s/

Clerk, Board of County Commissioners, Belmont County, Ohio

**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 meetings of October 16, 2013.

Upon roll call the vote was as follows:

Mrs. Favede Yes  
Mr. Coffland Yes

**IN THE MATTER OF ENTERING INTO CONTRACT WITH  
OHIO-WEST VIRGINIA EXCAVATING CO. FOR PROJECT 13-4  
BEL-4-6.51 BRIDGE REPLACEMENT (SAND HILL BRIDGE)/ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with Ohio-West Virginia Excavating Company on behalf of the Belmont County Engineer, in the amount of \$721,350.00, for Project 13-4 BEL-4-6.51 Bridge Replacement Project (Sand Hill Bridge), based upon the recommendation of Fred Bennett, County Engineer. **Note: Funding Source-Ohio Public Works Commission and local funds.**

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
ISSUE 1  
RE-BID OF PROJECT 13-4 BEL-4-6.51 BRIDGE REPLACEMENT PROJECT  
OPWC PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 4th day of December, 2013 between **OHIO-WEST VIRGINIA EXCAVATING COMPANY**, P.O. Box 128, Powhatan Point, Ohio 43942 and Ginny Favede, Matt Coffland and Charles Probst, Jr., Commissioners of Belmont County, WITNESSETH that said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** hereby agrees to furnish all services, labor, material and equipment necessary to remove and construct a new bridge and perform all associated roadway, grading, drainage and other work described in accordance with plans and specifications.

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

APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	BEL-4-6.51 CLEARING, REMOVAL & DISPOSAL OF EXISTING BRIDGE, AND CONSTRUCTION OF A NEW BRIDGE, INCLUDING ABUTMENT WORK, WITH ROADWAY EXCAVATION, EMBANKMENT, GRADING, PAVING, GUARDRAIL, SIGNING, STRIPING, AND SEEDING, AS PER CONTRACT SPECIFICATIONS	LUMP SUM	\$721,350.00
	TOTAL		\$721,350.00

County will certify \$321,750.00.

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

BELMONT COUNTY COMMISSIONERS

OHIO-WEST VIRGINIA EXCAVATING COMPANY

Matt Coffland /s/

BY: W. Roger Lewis /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

Mrs. Favede Yes  
Mr. Coffland Yes

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE**

**AGREEMENT FOR PIPELINE PROJECTS AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH OHIO GATHERINGS COMPANY, 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 Gatherings Company, LLC, for the use of 1.25 miles of County Road 124 (Wright Road), for the purpose of ingress and egress for pipeline activity.

**BELMONT COUNTY 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 Somerset 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] (hereafter collectively referred to as "Pipeline Activity") located in Somerset Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use 1.25 miles of CR-124 (Wright 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 pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

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

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

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline Activity, prior to the start of 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-124 (Wright Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-5 (Dog Hollow Road) and ending at the intersection of TR-6 (Homer Reed Road). It is understood and agreed that the Operator shall not utilize any of the remainder of Wright Road (CR-124) 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. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

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

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline 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 Pipeline 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 Pipeline Activity on the Route by Operator. The amount of the bond or surety shall 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 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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

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

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 \_\_\_\_\_, 2013.

Executed in duplicate on the dates set forth below.

<b>Authority</b>	<b>Operator</b>
By: <u>Matt Coffland /s/</u>	By: <u>David Ledonne /s/</u>
Commissioner/Trustee	
By: <u>Ginny Favede /s/</u>	Printed name: <u>David Ledonne</u>
Commissioner/Trustee	
By: _____	Company Name: <u>Blue Racer Midstream, LLC</u>
Commissioner/Trustee	
By: <u>Fred F. Bennett /s/</u>	Title: <u>Director- Rights of Way</u>
County Engineer	
Dated: <u>12/4/13</u>	Dated: <u>12/4/13</u>

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

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Upgrade County Roads in accordance with the attached plans and/or county standards.
- 3) Maintain County Roads during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 4) 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 Operator's Pipeline 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.
- 7) 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 K08271410 is on file at the County Engineer's Office.

Authority shall:

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

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](mailto:jbreen@markwest.com)

Secondary Contact:

Bob Crawford  
MarkWest Utica E.M.G./Ohio Gathering Company  
101 East Market Street  
Cadiz, OH 43907  
**(412) 337-4739**  
[bob.crawford@markwest.com](mailto:bob.crawford@markwest.com)

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

Motion made by Mrs. Favede, seconded by Mr. Coffland to reappoint Mr. Jack Head as the Belmont County Apiary Inspector for the year 2014 to be compensated a flat fee of one thousand, five hundred dollars (\$1,500.00) per year.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ACCEPTING THE ANNUAL REPORT ON THE DELINQUENT TAX & ASSESSMENT COLLECTION (DTAC) FUND/TREASURER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the annual report on the Delinquent Tax & Assessment Collection (DTAC) Fund for fiscal year 2013 as submitted by Katherine J. Kelich, Belmont County Treasurer, pursuant to Ohio Revised Code Section 321.261.

Katherine J. Kelich  
Belmont County Treasurer

Belmont County Court House 101 West Main Street St. Clairsville, OH 43950 Tel: (740) 699-2145 Fax: (740) 699-2584  
December 2, 2013

To: Belmont County Board of Commissioners

RE: Delinquent Tax & Assessment Collection Fund

As required by Ohio Revised Code 321.261, I have prepared the following report to be filed with your office:

- The amount appropriate to the DTAC Fund in the calendar year 2013 was \$81,000.00;
- The estimate of the amount expended from the DTAC Fund for the calendar year 2013 is \$65,259.05;
- Expenditures from the DTAC Fund for 2013 were for contractual services, salaries and related costs/benefits, Supplies & Printing, advertising fees paid on behalf of the Clerk of Courts/Sheriff for Tax Foreclosures Sales. All expenditures were related to the collection of delinquent taxes;
- The anticipated amount to be credited to the DTAC Fund for the year 2014 is \$70,000.00

Respectfully submitted,  
*Katherine J. Kelich /s/*  
Katherine J. Kelich  
Belmont County Treasurer

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

**BREAK**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:50 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 and compensation of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:02 P.M.**

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

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

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

**IN THE MATTER OF APPROVING AND HIRING BRIAN M. COOPER AS A FULL-TIME MAINTENANCE EMPLOYEE/BUILDINGS AND GROUNDS DEPARTMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Brian M. Cooper as full-time maintenance employee for the Belmont County Buildings & Grounds Dept. at the rate of \$ 9.23 per hour based upon the recommendation of Jack Regis, Belmont County Buildings and Grounds/Facilities Manager and upon completion of a satisfactory background check.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADOPTING RESOLUTION TO ALLOW AMANDA MURRAY THE OPTION TO TRANSFER HER UNUSED VACATION TIME AT THE COMMISSIONERS' OFFICE TO THE AUDITOR'S OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following resolution: Resolved that, subject to the approval of Amanda Murray's new appointing authority, the Belmont County Auditor, Amanda shall have the option to transfer her then unused vacation time at the Commissioners' office as her total starting balance as an employee under the Auditor (with bi-weekly pay-period accrual to follow).

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

**BREAK**

**IN THE MATTER OF APPROVING AND SIGNING THE PERMIT TO CONDUCT SURFACE MONITORING OF WELL STIMULATION**

**FOR MICROSEISMIC, INC.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the permit to conduct surface monitoring of well stimulation for Microseismic, Inc., for the Rice Energy Bigfoot 7H FS project, Permit #1085.

**MicroSeismic**

Passive Monitoring, Active Listening

Field Office  
Geophysical Explorer, LTD

PERMIT TO CONDUCT MicroSeismic, Inc. OPERATIONS

Land Owner: BOARD OF BELMONT COUNTY COMMISSIONERS	Client: RICE ENERGY
Attention:	Address:
Address: 101 WEST MAIN ST	Date: 11/21/2013
City: ST. CLAIRSVILLE	Prospect: Rice Energy Bigfoot 7H FS
State: OH	Job #: 10OH0014
Zip Code: 43950	Permit: 1085

MicroSeismic, Inc. requests property owner permission to perform surface monitoring of well stimulation(s) including the right to deploy recording equipment and ingress and egress across property in Belmont County, State of OH described below:

Location/Legal Description: R4 T7 SEC 32 PAR 6-112.38 ACRES  
 Number of Linear Miles: \_\_\_\_\_  
 Payment per Linear Mile: \$300.00 Total Payment: \_\_\_\_\_

MSI operations will be conducted in accordance with standard industry practice and in a prudent, careful manner. MSI further agrees to indemnify and hold the property owner harmless from and against all actions, suit claims and demands whatsoever, that may arise from MSI operations on the above described property by virtue of property owner permission herein granted. The property owner does hereby grant unto **MicroSeismic, Inc.**, the right to conduct said survey on and across the lands described herein, and under the specific conditions herein stated. Unless otherwise voided by conditions stated herein, this agreement shall survive any lease, sale, trade or conveyance of property interests described above and made after the executed date of this agreement. If for whatever reason, this well stimulation work does not take place, or if this property is not crossed, this contract is null and void, and payment will not be due.

Is there a surface tenant? NO If Yes, who?: \_\_\_\_\_ Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

Portion/percentage to be paid to landowner :100% Portion/percentage to be paid to tenant \_\_\_\_\_

Are there any locked gates? No Can MSI interlock our lock? \_\_\_\_\_

Signed this 4<sup>th</sup> day of December, 2013

By: <u>Ginny Favede /s/</u>	By: <u>Chris Cousins /s/</u>
(Landowner's Authorized Signature)	Permit Agent: CHRIS COUSINS
Tax ID# or Social Security #. <u>N/A</u>	Phone: 724-859-3091
Landowner Phone #. <u>740-699-2155</u>	<i>Please contact me with any questions</i>

Permit conditions: This is a onetime use only permit – for use on Rice Energy Bigfoot 7H gas well project, beginning on Dec. 8, 2013 and expiring on Jan. 31, 2014. Call before entry. Certificate of Insurance attached.

[www.microseismic.com](http://www.microseismic.com)

One Westchase Center 10777 Westheimer Suite 500 Houston, TX 77042 Main:281-781-2323 Toll Free:866.593.0032 Fax:713.781.2326

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 12:10 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 12:10 p.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

Read, approved and signed this 11th day of December, 2013.

\_\_\_\_\_  
 \_\_\_\_\_ COUNTY COMMISSIONERS  
 \_\_\_\_\_

We, Ginny Favede 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