

St. Clairsville, Ohio

February 8, 2012

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board.

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Probst, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Fax Line-Magistrate/General Fund	140.03
A-Cardmember Services	Expenses-Ginny Favede/General Fund	1.41
A-Cardmember Services	Expenses-Matt Coffland/General Fund	57.50
A-Cindi Henry	Mileage reimbursement/General Fund	11.25
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	552.00
B-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	968.08
C-John A. Vavra	Attorney fees/Indigent Guardianship Fund	187.50
K-Transystems Corp.	Stone Arch Bridges/Engineer MVGT Fund	43.39
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Constr. Improvement Fund	3,904.50
P-American Electric Power	Services/BCSSD Funds	663.77
P-Belmont Co. Sanitary Sewer District	Bond Transfer In/BCSSD Funds	141,211.92
P-Borden Office Equipment	Supplies/BCSSD Funds	1,141.27
P-Cintas Corp.	Supplies/BCSSD Funds	22.55
P-EORWA	Sewage disposal/BCSSD Funds	54,450.59
P-Michael Shaheen	Refund/WWS#3 Revenue Fund	112.15
P-Ohio University	Refund/WWS#2 Revenue Fund	5,141.95
P-Riesbeck's	Meeting commissaries/LEPC	45.26
P-Seal Distributors, Inc.	Materials/SSD#2 Revenue Fund	1,185.04
P-Water Bond Retirement Fund	Transfer Out/WWS#3 Revenue Fund	70,000.00
S-AT&T	Services/Port Authority Fund	154.72
S-Draft-Co.	Web Hosting/Port Authority Fund	89.70
S-Exhibit One	Maintenance Plan for courtroom/Common Pleas Ct. Gen. Spec. Projects	6,697.50
S-McGhee & Co.	Supplies/Eastern Ct. General Special Projects Fund	293.98
S-MOS	Printers/Eastern Div. Court Computer Fund	5,691.00
S-Staples Credit Plan	Supplies/Oakview Juvenile Residential Center Fund	104.98
S-Tronitech	Projection Lamp/Probate Court Computer Fund	27.81
W-Delinquent Tax Collectors of Ohio	Delinquent Manufactured Home Collection/DRETAC Treasurer's Office	1,376.27
W-Delinquent Tax Collectors of Ohio	Delinquent Personal Property Collection/DRETAC Treasurer's Office	1,820.87

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for February 8, 2012 as follow:

FUND	AMOUNT
A-GENERAL	\$42,694.25; \$16,498.88
A-GENERAL/AUDITOR	\$119.95
A-GENERAL/EMA	\$2,092.20
A-GENERAL/JUVENILE COURT	\$1,329.70
A-GENERAL/SHERIFF	\$16,231.43
A-GENERAL/911	\$41,415.83
B-Dog Kennel	\$5,675.28
E-911	\$2,261.86
H-Job & Family, CSEA	\$483.00
H-Job & Family, Public Assistance	\$32,981.10; \$2,348.55
H-Job & Family, WIA	\$3,060.31
J-Real Estate Assessment	\$53,746.35
K-Engineer MVGT	\$24,129.87; \$4,697.59; \$938.74
M-Juvenile Ct. – Care and Custody	\$150.00
M-Juvenile Ct. – Intake Coordinator	\$342.90
M-Juvenile Ct. – Title IV-E Reimb.	\$107.44
P-Sanitary Sewer District	\$4,353.39; \$2,366.64; \$1,123.51; \$9,770.65; \$6,348.72; \$12,338.46; \$17,829.88
S-District Detention Home	\$4,660.39
S-Job & Family, Children Services	\$25,312.04; \$47,101.48
S-Job & Family, Senior Program	\$2,223.36; \$18,775.25; \$43,895.95; \$21,333.19
S-Juvenile Ct. Computer Fund	\$106.95
S-Oakview Juvenile Residential Center	\$5,462.33
S-Sheriff Commissary	\$590.00
T-Sanitary Sewer District	\$91.50

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/RECORDER

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

FROM	TO	AMOUNT
E-0121 A006-B02.002 Salaries-Employees	E-0051-A001-A02.002 Salaries-Employees	\$ 500.00

Note: Payment to Kathy Marino for Extended Hours in Recorder's Office on February 2 & 9, 2012.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
WWS # 3	WWS #3	
E-3702-P005-P19.012 EQUIPMENT	E-3702-P005-P18.010 SUPPLIES	\$5,000.00
SSD #1	SSD #1	
E-3704-P051-P15.000 OE OPER	E-3704-P051-P07.011 SERVICES	\$3,000.00
SSD #2	SSD #2	
E-3705-P053-P16.074 OE TRANS OUT	E-3705-P053-P02.010 SUPPLIES	\$5,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE EASTERN OHIO IND. PARK WATER LINE GRANT FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date January 3, 2012.

E-9057-N057-N01.013	Contract Project-Water	\$ 175,000.00
E-9057-N057-N03.000	Professional Fees	36,468.68
TOTAL		\$211,468.68

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Probst to execute payment of Then and Now Certification dated February 8, 2012, 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. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITOR – Andrew L. Sutak and Doug DeVault to travel to Zanesville, OH, on Feb. 10, 2012 for a County Auditor's Assoc. District Meeting. A county car will be used. Estimated expenses: \$100.00

BCDJFS - William Marinacci to travel to Columbus, OH, on Feb. 9-10, 2012, to attend Quarterly Review I & P. Estimated expenses: \$164.40
Linda Wells, Lawrence Wehr & Senior Members to travel to Wheeling Island, WV, on Feb. 8 & Feb. 13, 2012, for a Barnesville Senior Center outing. Estimated expenses: \$48.00

Bill Leach, Linda Sadosky and Senior Members to travel to Robinson Town Center on Feb. 28, 2012, for a Martins Ferry Senior Center outing. Estimated expenses: \$24.00

Vincent Gianangeli to travel to Newark, OH, on March 29-30, 2012 to attend an Ohio Conference on Welfare Fraud. Estimated expenses: \$324.04

JUVENILE COURT – Chief Probation Officer Kelly Carter to travel to Columbus, OH on Feb. 8-9, 2012, to attend the Resiliency Training for Chief Probation Officers. The training is free. A county car will be used.

SANITARY SEWER DISTRICT – Benji Sall to travel to Canton, OH, on Feb. 8, 2012, to take his CDL test.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 25, 2012.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING AND SUBMITTING THE
ODOT 2011 COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the signing and submittal of the Ohio Department of Transportation 2011 County Highway System Mileage Certification per O.R.C. 4501.04; the total length of county maintained public roads in Belmont County was 308.465 miles as of December 31, 2011.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING INTO A ROADWAY USE AND
MAINTENANCE AGREEMENT FOR DRILLING PROJECTS
AND INFRASTRUCTURE/ENGINEER**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a **Roadway Use and Maintenance Agreement for Drilling Projects and Infrastructure** with Northwood Energy Corporation for use of .8 miles of County Road 128 for ingress and egress for the Smeal #1 well drilling activity, based upon the recommendation of Fred Bennett, County Engineer; Northwood Energy will post a bond or other surety in the amount of \$150,000.00 to cover costs of any damages caused by drilling activity on the route.

**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 Northwood Energy Corporation, whose address is 941 Chatham Lane, Suite 100, Columbus, Ohio 43221 (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 operator of certain oil and gas leasehold, and intends to develop and operate the Smeal # 1 well, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Smeal # 1 well (hereafter collectively referred to as "oil and gas development site") located in Somerset Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of .8 miles of CR 128 for the purpose of ingress to and egress from the Smeal # 1 well for traffic necessary for the purpose of constructing sites and drilling oil and gas wells, and completion operations at the Smeal # 1 well (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 road as a result of such Drilling Activity; and

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 road to its 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.

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

1. The portion of CR 128, to be utilized by Operator hereunder, is that exclusive portion beginning at Belmont/Monroe Co Line and ending at the intersection of TR 19. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 128 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. 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 road 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.
4. Unless excepted for the reasons provided below, prior to the Drilling 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 Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$150,000 & 00/100 DOLLARS. 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. Not applicable.
 - 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. Not applicable.
 - 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. Not Applicable.
5. 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.
6. 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.
7. 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.
8. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.
9. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
10. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

- 11. 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.
- 12. Agreement shall be governed by the laws of the State of Ohio.
- 13. This Agreement shall be in effect on February 8, 2012.

Executed in duplicate on the dates set forth below.

<p style="text-align: center;"><u>Authority</u></p> <p>By: <u>Charles R. Probst, Jr. /s/</u> Commissioner/Trustee</p> <p>By: <u>Matt Coffland /s/</u> Commissioner/Trustee</p> <p>By: <u>Ginny Favede /s/</u> Commissioner/Trustee</p> <p>By: <u>Fred F. Bennett /s/</u> County Engineer</p> <p>Dated: <u>02/08/12</u></p> <p>Approved as to Form: <u>David K. Liberati, Assistant /s/</u> County Prosecutor</p>	<p style="text-align: center;"><u>Operator</u></p> <p>By: <u>Bill Arnholt /s/</u> Printed name: Bill Arnholt</p> <p>Company Name: <u>Northwood Energy Corporation</u></p> <p>Title: <u>Geologist</u></p> <p>Dated: <u>2/6/2012</u></p>
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Appendix A

Operator shall be required to:

- 1) Maintain CR 128 during Drilling Activities for those damages caused by said Drilling Activities.
- 2) 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 Drilling Activities.

Authority shall:

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

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

DISCUSSION-Mr. Bennett said the Engineer's Department videotaped the road before they start hauling to make sure it is in at least as good of shape after they haul as before. He said this is the first use of this Road Use Maintenance Agreement and more will be coming soon.

IN THE MATTER OF ACCEPTING ANNUAL REPORT ON THE DTAC FUND FOR FISCAL YEAR 2011/TREASURER

Motion made by Mr. Probst, seconded by Mr. Coffland to accept the annual report on the Delinquent Tax & Assessment Collection (DTAC) Fund for fiscal year 2011 as submitted by Joseph A. Gaudio, Belmont County Treasurer, pursuant to Ohio Revised Code Section 321.261.

JOSEPH A. GAUDIO
Belmont County Treasurer
Belmont County Courthouse · St. Clairsville, Ohio 43950
Phone (740) 699-2145
Member of Budget Commission
Member of Board of Revision

RECEIVED
FEB 03 2012
BELMONT COUNTY COMMISSIONERS

December 2, 2011

To: The Board of County Commissioners
In Re: Delinquent Tax & Assessment Collection Fund

As required by Ohio Revised Code Section 321.261, I have prepared the following report to be filed with you office.

- (1) The amount appropriated to the DTAC Fund in the year 2011 was \$67,800.00.
- (2) The estimate of the amount to be expended from the DTAC Fund for the year 2011 is \$26,000.00.
- (3) Expenditures from the DTAC Fund for 2011 were for Contractual Services, Wages, Supplies & Printing, and Advertising costs paid on behalf of the Clerk of Courts/Sheriff for Tax foreclosure sales. All expenditures were related to the collection of delinquent taxes.
- (4) An estimate of the amount to be credited to the DTAC Fund for the year 2012 is \$56,000.

Respectfully,

Joseph A. Gaudio /s/
Joseph A. Gaudio
Belmont County Treasurer

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ACCEPTING THE PROSECUTOR'S FURTHERANCE OF JUSTICE ANNUAL REPORT FOR 2011

Motion made by Mr. Probst, seconded by Mr. Coffland to accept the Belmont County Prosecuting Attorney's Furtherance of Justice annual report for the year 2011 in accordance with O.R.C. Section 325.12.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF AUTHORIZING COMMISSIONER FAVEDE
TO EXECUTE THE NOTICE OF AWARD FROM U.S. ENVIRONMENTAL
PROTECTION AGENCY/NEFFS SANITARY SEWER PROJECT PHASE I**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Ginny Favede to execute the Notice of Award from the U.S. Environmental Protection Agency in the amount of \$ 388,000.00 for the Neffs Sanitary Sewer Project Phase I.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF LIQUOR PERMIT FOR C S ROSS COMPANY
DBA BIG LOTS 388, PEASE TOWNSHIP, BRIDGEPORT, OHIO**

Motion made by Mr. Probst, 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 new liquor permit for C S Ross Company, DBA Big Lots 388, 56104 National Rd., Pease Twp., Bridgeport, OH 43912. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Note: C1 permit-beer only in original sealed containers for carry out only until one a.m.

C2 permit-wine and certain prepackaged mixed drinks in sealed containers for carry out only until one a.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING ONE-YEAR LEASE
AGREEMENTS FOR OFFICE SPACE WITH BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the following one-year lease agreements for office space with the Belmont County Department of Job & Family Services, effective January 1, 2012:

<u>LOCATION</u>	<u>ANNUAL LEASE AMOUNT</u>
Oakview Building	\$40,704.00
Courthouse Annex III	\$16,838.00
Martins Ferry Satellite Office	\$14,306.00
310 Fox Shannon Place	\$21,189.37

2012 LEASE

The Board of County Commissioners of Belmont County, Ohio, the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Department of Job and Family Services operating Senior Services, Ohio, the Lessee, leases to the Lessee, the following premises:

Four Thousand Nine Hundred Fourteen (4,914) square feet of office space in the building known as **Oakview** and located at 45240 National Road, St. Clairsville, Ohio 43950.

For the term of one (1) year commencing on January 1, 2012 at \$40,704.00, payable in equal monthly installments of \$3,392.00 each, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the Written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. The lease amount is derived from the annual Cost Allocation Plan. Said plan includes building capital charges, insurance charges, and building operational charges.
11. This lease may be terminated by either party with a sixty (60) day advance written notice.

If the Lessee breaches any of its agreements, or vacates the premises during the term, the Lessor may re-let the premises for the remainder of the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

If the premises, without any fault to the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate this lease.

All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.

This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 8th day of February, 2012 St. Clairsville, Ohio.

Charles R. Probst, Jr. /s/
Commission President
Belmont County Commissioners
Lessor

Dwayne Pielech /s/
Director of Belmont County Job and Family Services
Senior Services
Lessee

Approved as to form:
David K. Liberati /s/
David Liberati – Assistant Prosecutor

2012 LEASE

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Job and Family Service / Senior Service Program., leases to the Lessee, the following premises:
Office space on the ground floor (3675 sq. ft.) of the building currently known as the **Belmont County Annex III (Thoburn Church)** at St. Clairsville.

For the term of one year, at Sixteen Thousand Eight Hundred and Thirty-eight (\$16,838.00) Dollars payable in equal monthly installments of One Thousand Four Hundred and Three Dollars and Seventeen Cents (\$1,403.17) on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Effective January 1, 2012 through December 31, 2012.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the Written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay capital cost, and operations cost. This cost represents the Lessee's share of electric, gas, water, sewage and insurance calculated and collected through the indirect cost allocation plan. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties.
11. This lease may be terminated by either party with a sixty (60) day advance written notice.
12. Lessor will provide the following amenities for the benefit of the Lessee: General housekeeping services (on a regular basis), general maintenance services, and payment of all utilities.

If the Lessee breaches any of its agreements, or vacates the premises during the term, the Lessor may re-let the premises for the remainder of the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

If the premises, without any fault to the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate this lease.

All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.

This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 8th day of February, 2012 St. Clairsville, Ohio.

Charles R. Probst, Jr. /s/
Commission President
Belmont County Commissioners

Lessor
Dwayne Pielech /s/
Director of Belmont County Job & Family Service
Senior Services

Lessee
Approved as to form:
David K. Liberati /s/
David Liberati – Assistant Prosecutor

2012 LEASE

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:
Nine thousand eight hundred and seven (9,851) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935.**

For the term of one (1) year commencing on January 1, 2012 at \$14,306.00 per year, payable in eleven (11) monthly installments of \$1,192.17 and one (1) monthly installment of \$1,192.13 each, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay in conjunction with capital costs and insurance, the actual operations costs which represents the Lessee's actual utility payments for electric, gas, water, and sewage directly to the vendor providing said services. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and insurance costs are calculated from the annual Cost Allocation Plan. All utility payments are derived from actual billings from each individual provider.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.

13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.

14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.

16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.

17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 8th day of February, 2012, at St. Clairsville, Ohio.

Charles R. Probst, Jr. /s/

Commission President

Lessor

Dwayne Pielech /s/

Director, Department of Job and Family Services

Lessee

Approved as to form:

David K. Liberati /s/

David K. Liberati

Belmont County Assistant Prosecutor

2012 LEASE

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont County Department of Job & Family Services**, Lessee, leases to the Lessee, the following premises:

Fourteen thousand two hundred twenty five (14,225) square feet of office space in the building known as the **310 Fox Shannon Place** and located at **310 Fox Shannon Place, St. Clairsville, Ohio 43950**.

For the term of one (1) year commencing on January 1, 2012 at \$21,189.37 per year, payable in 11 monthly installments of \$1,765.78 and one monthly installment of \$1,765.79 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Said amount is calculated from the original amortization schedule.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay rent for capital cost purposes at the amounts designated in the forty (40) year amortization schedule on file with the Commissioners' office. Property insurance on this facility is collected in the annual cost allocation plan as part of the Shared indirect cost amount. Other operating costs such as utilities, etc., are paid directly by Lessee.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 8th day of February, 2012, at St. Clairsville, Ohio.

Charles R. Probst, Jr. /s/

Commission President

Lessor

Dwayne Pielech /s/

Director, Department of Job and Family Services

Lessee

Approved as to form:

David K. Liberati /s/

David K. Liberati

Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

OPEN PUBLIC FORUM – The board was asked when the jail work was going to start. Mrs. Favede advised that project will have to be re – bid so it will be at least another month until a contractor can be picked to do the renovations. The funding is not in jeopardy, but the bid amounts far exceeded the amount of monies available.

Peg Hatcher asked how soon before they (Genealogy Society) can get into Oakview to move the books. Mrs. Favede said there needs to be a discussion with some of the office holders on those books because they are finding the books are being utilized right now by oil and gas companies. They are using those records as they are intended to be used, making copies and tracing deeds on properties going back hundreds of years. Mrs. Hatcher was concerned about the books being very fragile and she wanted volunteers to handle making these copies. Mrs. Favede explained no one is going out to the Oakview Building and getting into the records. All research is being handled through and done in the Belmont Co. Recorder's Office. Those records are public records and anyone has a right to access them.

Mrs. Hatcher asked for a separate room for the genealogy society. Mrs. Favede advised at this time there is no room available. Mrs. Hatcher does not want access given to some of the records. Mrs. Favede informed Mrs. Hatcher that the records the office holders have are public and you cannot deny access to them no matter how far the records go back. Mr. Probst informed that the office holders or their staff are the ones

who go to the Oakview Building if a record is needed from there; bring them back to the courthouse and they are making the copies for the researchers. No one is being left alone at the Oakview Building with the records. Mrs. Favede said Oakview is now locked and only elected officials and their staff has access to the building through a security code.

Richard Hord provided statistics from the Bureau of Labor Market regarding Belmont County showing a significant decrease in the unemployment rate from January, 2011 at 10.8% to November, 2011 at 7.2%.

Frank Papini, on behalf of SOAR, stated their appreciation for the board holding its weekly meeting at the union hall. He welcomed them back at anytime.

Ed Jagucki brought up a traffic concern on SR 9 and Marietta Street and was advised that he should contact the City of St. Clairsville as this area is in the city limits. Mrs. Favede noted the city has been working with ODOT on this. Mr. Probst offered to try to find out information on this.

IN THE MATTER OF BID OPENING FOR LEASING THE RIGHTS TO EXTRACT OIL, NATURAL GAS AND ANY AND ALL CONSTITUENTS FROM LANDS OWNED BY BELMONT CO. COMMISSIONERS

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for leasing the rights to extract oil, natural gas, and any and all constituents from lands owned by the Board of County Commissioners of Belmont County, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
XTO Energy, Inc. 810 Houston Street Fort Worth, TX 76102	X	\$ 5,000.00 per acre 19% proposed Royalty \$25 per acre proposed Shut-In Royalty

They are interested in leasing 49.96 acres in Pultney and Mead Townships being various railroad sections conveyed to the Board of Commissioners.

Present for the bid opening were Engineer Fred Bennett, Scott Steele from XTO, Robert DeFrank of The Times-Leader, and Al Molnar from The Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Coffland to turn over all proposals received for leasing the rights to extract oil, natural gas, and any and all constituents from lands owned by the Board of County Commissioners of Belmont County, Ohio to the Belmont County Board of Commissioners for review and recommendation.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

DISCUSSION-Scott Steele of XTO explained the Shut-in Royalty-when the well is not producing it pays \$25/acre instead of the 19% royalty when it is producing. He said this area runs through some of their proposed well sites. They are not interested in any other property at this time.

IN THE MATTER OF THE VACATION OF A PORTION OF A 30 FOOT ALLEY KNOWN AS BACK STREET IN HUNTER SUBDIVISION WAYNE TOWNSHIP, SEC. 18, T-6, R-5/RD IMP 1115

Present for the hearing were Ruth Graham, Engineer's Drafting Technician; Kevin Ball of the Engineer's Office, and the property owners. The map of the proposed vacated portion was reviewed. This has the approval of the Township Trustees and the landowners were present at the road view and are in agreement.

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

Date: 02/08/12

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

The undersigned, in obedience to your order, dated January 25, 2012, proceeded on February 8, 2012 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 and detailed description of the proposed improvement describing therein the center line and right of way lines follow:

“see attached plat”

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted.

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

IN THE MATTER OF THE VACATION OF A PORTION OF A 30 FOOT ALLEY KNOWN AS BACK STREET IN HUNTER SUBDIVISION WAYNE TOWNSHIP, SEC. 18, T-6, R-5/RD IMP 1115

Office of County Commissioners
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.
Rd. Imp. #1115**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 8th day of February, 2012 in the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Probst
- Mr. Coffland

Mr. Probst 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

February 8, 2012

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:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

Adopted the 8th day of February, 2012

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

BREAK

RECONVENED FRIDAY, FEBRUARY 10, 2012 AT 10:10 A.M.

PRESENT: COMMISSIONERS MATT COFFLAND AND GINNY FAVEDE

ABSENT: COMMISSIONER CHARLES R. PROBST, JR.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting.

Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of February, 2012.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. 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