

St. Clairsville, Ohio

June 3, 2014

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

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-ERB Electric	Phone installation-Treasurer/General Fund	89.00
A-ERB Electric	Repair phone jack/line-Public Defender/General Fund	89.00
A-The Times Leader	Jury Pull-Common Pleas Court/General Fund	43.71
A&K-Ohio AFSCME Care Plan	Dental & Drug Coverage/General & Engineer MVGT Funds	1,054.00
J-ZEL Properties	June rent-Reappraisal Offices/Real Estate Assessment Fund	1,475.00
O-Huntington National Bank	Principal Loan Payment/SSD#2 Force Main Fund	1,797,000.00
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	910.00
S-Cardmember Service	Youth activity/Oakview Juvenile Residential Center Fund	455.98
S-Donna Cottage	Reimburse mileage & meals/Northern Ct. General Special Projects Fund	178.96
S-ERB Electric	Alarm monitoring/Eastern Ct. General Special Projects Fund	120.00
S-MOS	Service contract on printer/Northern Ct. General Special Projects Fund	186.58
S-Sam's Club	Food/Oakview Juvenile Residential Center Fund	778.50
S-TSG	Data backup & vaulting/Northern Div. Ct. Computer Fund	208.32
S-TSG	Data backup & vaulting/Eastern Div. Ct. Computer Fund	78.90
S-Walmart Community/GECREB	Supplies & Food/Oakview Juvenile Residential Center Fund	298.69
W-Delinquent Tax Collectors of Ohio	Delinquent MH Collections/DRETAC-Treasurer's Office Fund	3,395.89

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for May 28, 2014 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$1,212.28; \$1,072.58
A-GENERAL/AUDITOR	\$4,321.74
A-GENERAL/EMA	\$2,688.93
A-GENERAL/RECORDER	\$6,751.02
A-GENERAL/SHERIFF	\$10,407.76
H-Job & Family, CSEA	\$1,597.92
H-Job & Family, WIA	\$20,900.00; \$10,840.51
K-Engineer MVGT	\$1,844.26; \$27,249.34
S-Certificate of Title Admn Fund	\$1,207.43
S-District Detention Home	\$802.00
S-Job & Family, Children Services	\$23,718.37
S-Oakview Juvenile Residential Center	\$1,147.12
S-Senior Services	\$35,133.44
S-Sheriff Commissary	\$2,713.41
W-Law Library	\$583.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0121-A006-B02.002 Salaries	E-0051-A001-A02.002 Salaries	\$900.00
E-0257-A017-A00.000 Contingencies	E-0257-A015-A15.074 Transfers Out	\$216,206.13

*To be transferred to the N29 Capital Projects fund for various building renovations and repairs.*

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0910-S033-S65.011 Contract Services	E-0910-S033-S43.000 Travel & Training	\$5,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

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

**GENERAL FUND AND THE CAPITAL PROJECTS-FACILITIES FUND/N29**

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$216,206.13

*Needed for various building renovations and repairs.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Coffland, seconded by Mr. Thomas 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 June 3, 2014:

**GENERAL FUND**

E-0055-A004-B01.002	M&G/Salaries-Emp.	\$1,008.00
E-0063-A002-B25.002	Salaries-Employees	\$10,000.00
E-0121-A006-B02.002	Recorders/Salaries-Emp.	\$46,680.00
E-0131-A006-A04.002	Salaries-Road Deputies	\$3,640.00
E-0256-A014-A01.000	CORSA Costs	\$13,951.77

*CORSA reimbursement for boiler and structural damage at the Carnes Center/Fairgrounds.*

*Date of Loss—03/15/14 Claim Nos. 0160025126 and 0160025016.*

**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L03.012	Equipment	\$1,200.00
E-1810-L001-L08.000	Scholarship-Education	\$2,000.00
E-1810-L001-L05.011	Contract Services	\$968.00

**O53 NOTE RETIREMENT-SSD #2 FORCE MAIN FUND**

E-9253-O053-O01.050	Principal Loan Payments	\$1,656,231.36
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**S54 COMMON PLEAS/GENERAL SPECIAL PROJECTS/**

**MEDIATION SERVICES FUND**

E-1544-S054-S01.002	Salary	\$10,000.00
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**SHERIFF/VARIOUS FUNDS**

E-0131-A006-A23.000	Sheriff's Background	\$735.00
E-0131-A006-A24.000	E-SORN	\$225.00
E-0131-A006-A09.000	Medical	\$710.48
E-0131-A006-A21.000	Sheriff's Towing	\$200.00
E-0131-A006-A32.000	Warrant Fees	\$340.00
E-1652-B016-B02.000	DUI Education	\$45.00
E-5100-S000-S01.010	Commissary	\$12,446.78
E-5101-S001-S06.000	CCW License Exp	\$3,185.00
E-5101-S001-S07.010	CCW Equipment	\$3,764.00
E-9710-U010-U06.000	Reserve Funds	\$2,579.01

**W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND**

E-1511-W080-P01.002	Salary	\$1,800.00
E-1511-W080-P07.006	Hospitalization	\$453.00
E-1511-W080-P05.003	PERS	\$582.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING**

**THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mrs. Favede, seconded by Mr. Thomas to execute payment of Then and Now Certification dated June 3, 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. Thomas	Yes
Mr. Coffland	Yes

**IN THE MATTER OF REQUEST FOR CERTIFICATION**

**OF MONIES BY THE BUDGET COMMISSION**

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

**GENERAL FUND - \$912.78** Deposited into R-0050-A000-A02.500 Oil & Gas Receipts on 06/03/14

**N29 CAPITAL PROJECTS FUND - \$216,206.13** transferred from the General Fund on 06/03/14

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION**

**FOR COUNTY EMPLOYEES TO TRAVEL**

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

**DJFS** – Vince Gianangeli to travel to Columbus, OH, on June 5, 2014, to attend Co. Director's Meeting for OIES Technology. Estimated expenses: \$146.40

**JUVENILE COURT** – Eight (8) Probation Officers to travel to Worthington, OH, on June 12 and return on June 13, 2014, for the Annual Chief Probation Officers Training.

**SENIOR SERVICES** – Valerie Forst to travel to Cadiz, OH, on June 9, 2014; Tish Kinney to travel to Pittsburgh, PA, on June 17, 2014; Linda Wells to travel to Rogers, OH, on June 6, Woodsfield, OH, on June 9, and Wheeling, WV, on June 24, 2014; Sue Neavin to travel to Moundsville, WV, on June 19, and Wheeling, WV, on June 24, 2014, for the purposes of Senior Center outings.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE FILING OF THE FY 2014 BELMONT COUNTY COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM APPLICATION TO THE STATE OF OHIO, OFFICE OF COMMUNITY DEVELOPMENT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution authorizing the filing of the Fiscal Year 2014 Belmont County Community Housing Impact and Preservation (CHIP) Program Application to the State of Ohio, Office of Community Development  
COUNTY OF BELMONT  
BELMONT COUNTY COURTHOUSE  
ST. CLAIRSVILLE, OHIO 43950

**A RESOLUTION AUTHORIZING THE FILING OF THE FY 2014 BELMONT COUNTY COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM APPLICATION TO THE STATE OF OHIO, OFFICE OF COMMUNITY DEVELOPMENT**

**WHEREAS**, the Belmont County Commissioners have determined a need to upgrade the housing stock of the county and provide grant funds to low and moderate income households for this purpose and;

**WHEREAS**, the Ohio Office of Community Development has made available on a competitive basis funds for this purpose;

**BE IT RESOLVED**; that Commission President Matt Coffland be authorized to apply for \$1,150,000 from the Ohio Office of Community Development to undertake Private Rehabilitation, Rental Rehabilitation, Home Repair and Rental Home Repair activities in the County as well as the Cities of Martins Ferry and St. Clairsville with the 2014 Community Housing Impact and Preservation Program.

Passed at the meeting of the Belmont County Commissioners on this 3rd Day of June, 2014 by the affirmative vote of 3 members of the Commission.

BY: Matt Coffland /s/  
Matt Coffland, President  
Belmont County Commissioners

Attested by: Jayne Long /s/  
Jayne Long, Clerk  
Belmont County Commissioners

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING A SUBORDINATION AGREEMENT FOR PROPERTY OWNED BY JASON E. AND ALICIA A. WILLIAMS/BELOMAR**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign a Subordination Agreement in the amount of \$65,000.00 in regard to property owned by Jason E. and Alicia A. Williams, based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

**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 \$65,000.00 to Jason E. and Alicia A. Williams, married, of 150 Commodore Lane, Barnesville, Ohio, upon the security of a mortgage recorded in Official Record Volume \_\_\_\_\_, Pages \_\_\_\_\_, upon the following real property:

Situated in the Village of Barnesville, County of Belmont, State of Ohio, and known as and \_\_\_\_\_ being Lots 22 and 23 as shown and designated on the Plat of Captina Creek Estates as \_\_\_\_\_ platted and of record in Cabinet C., Slide 199, of the Belmont County Plat Records 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 230 East Main Street, Barnesville, Ohio, 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 February 17, 2009 and executed and delivered to the Belmont County Recorder, by said Jason E. and Alicia A. Williams, and recorded in Volume 178, at Pages 731-746, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages WesBanco Bank 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 3<sup>RD</sup> day of June, 2014.

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE FOR TWO MORTGAGE DEEDS EXECUTED BY FRANK GOLETZ/BELOMAR**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Satisfaction of Mortgage for two mortgage deeds dated October 2, 1996 and recorded in the Office of the Belmont County Recorder, Volume 665, Pages 115-116, and Volume 665, Pages 393-395 executed by Frank Goletz, based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

**SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT**

The undersigned hereby certifies that a certain mortgage deed(s) dated October 2, 1996, and October 2, 1996, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 665 at pages 115-116, and Mortgage Volume 665 at pages 393-395 executed by Frank Goletz to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

6/3/14

Date

Belmont County Commissioners:

By: Matt Coffland /s/  
Matt Coffland, President  
Ginny Favede /s/  
Ginny Favede  
Mark Thomas /s/  
Mark Thomas

**IN THE MATTER OF THE TEMPORARY CLOSING** | **BEL. CO. COMMISSIONERS**  
**OF A PORTION OF COUNTY ROAD 104** | **COURTHOUSE**  
**(SMITH ROAD) UNION TOWNSHIP** | **ST. CLAIRSVILLE, OH 43950**  
**SEC. 35, T-8, R-5/RD IMP 1122** | **DATE JUNE 3, 2014**

Motion made by Mr. Thomas, seconded by Mr. Coffland to hold the continued hearing for Road Improvement 1122 regarding Oxford Mining's request for the temporary closing of a portion of County Road 104 (Smith Road), Union Township, Sec 35, T8, R5, on Wednesday, June 25, 2014 at 10:00 a.m.

**NOTICE OF CONTINUED PUBLIC ROAD HEARING**

Revised Code Sec. 5553.045

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To Suz Pubal, F.O., Union Township Trustees, P.O. Box 1, - 101 Memory Lane, Morristown, OH 43759, and the owner(s) of property abutting road petitioned for vacation.

You are hereby notified that the 25th day of June, 2014, at 10:00 o'clock A.M., at the office of the Commissioners, in the Court House, St. Clairsville, Ohio, has been fixed as the time and the place for the continued hearing on the above stated matter.

If you have any objections, you or your agent should appear at this hearing matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Jayne Long, Clerk of the Board

Mail by certified return receipt requested.

- cc: Township Trustees
- Gene Wells, ODNR
- Adjacent Property Owners

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH XTO ENERGY, INC./WEST WELL PAD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with XTO Energy, Inc. for the use of 0.35 miles of Mt. Victory Road (County Road 56) for the purpose of ingress and egress for drilling activity at the West 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 XTO Energy Inc., a Delaware corporation, whose address is 810 Houston Street, Fort Worth, TX 76102 and Mountain Gathering, LLC, whose address is 810 Houston street, Fort Worth, TX 76102 (collectively referred to hereafter as "Operator"), and shall be as follows:

**RECITALS**

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

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

**WHEREAS**, Operator intends to commence use of 0.35 miles of Mt. Victory Road (CR-56) and \_\_\_\_\_ miles of N/A (\_\_\_\_\_) for the purpose of ingress to and egress from the [**West Well Pad**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**West 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-56 Mt. Victory Road, to be utilized by Operator hereunder, is that exclusive portion beginning at TR-616 Brunner Road southeasterly 0.35 miles to West Well Pad. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-56 Mt. Victory Road for any of its Drilling Activities hereunder **other than the existing portion of CR-5 and CR-56 Beginning at SR-147 going southeasterly to TR-616 Brunner Road under existing RUMA to the Kaseta Well Pad**.

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

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

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a

railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

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

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

**• ROAD TO BE UPGRADED BY OPERATOR DURING USE**

- ~~a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.~~
- ~~b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority approved maintenance plan for the route or an Operator and Authority approved preventative repair plan of the route is attached to the Agreement as an addendum.~~
- ~~c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.~~

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

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

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on June 3, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/  
Commissioner/Trustee

By: Mark A. Thomas /s/  
Commissioner/Trustee

By: Ginny Favede /s/  
Commissioner/Trustee

By: Fred F. Bennett /s/  
County Engineer

Dated: 6-3-14

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

**Operator**

**XTO ENERGY INC.**

By: Michael R. Johnson /s/

Printed name: Michael R. Johnson

Title: VP Production Operations Appalachia Division

Dated: 5/12/14

**MOUNTAIN GATHERING, INC.**

By: K Steve Rose /s/

Printed Name: Steve Rose

Dated: 5/15/14

**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) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).

- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority’s cost and expense, including snow/ice control, mowing, etc.

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

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH XTO ENERGY, INC./KASETA TO SCHNEGG B PIPELINE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with XTO Energy, Inc. for the use of 0.38 miles of Mt. Victory Road (County Road 56) for the purpose of ingress and egress for drilling activity at the Kaseto to Schnegg B Pipeline. *Note: Blanket Bond #019044749 for \$3,000,000.00 on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and XTO Energy Inc., a Delaware corporation, whose address is 810 Houston Street, Fort Worth , TX 76102 and Mountain Gathering, LLC, whose address is 810 Houston street, Fort Worth, TX 76102 (collectively referred to hereafter as “Operator”), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within York 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 [Kaseto to Schnegg B Pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Kaseto to Schnegg B Pipeline] (hereafter collectively referred to as “oil and gas development site”) located in York Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.38 miles of Mt. Victory Road ( CR 56 ) and N/A miles of N/A ( ) for the purpose of ingress to and egress from the [Kaseto to Schnegg B Pipeline], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Kaseto to Schnegg B Pipeline] (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 56 , to be utilized by Operator hereunder, is that exclusive portion beginning at 0.35 mile south of the junction of CR 56 and T 616 Brunner Road traveling south on CR 56 Mt Victory Road for 0.38 mile to T 136 Stephens Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR ( 56 ) for any of its Drilling Activities hereunder. **Other than the existing portion of CR 5 and CR 56 beginning at SR 147 traveling southeasterly under existing RUMA’s to the Kaseto and West well pads.**

2. The portion of CR/TR (N/A ) , to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator’s site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR N/A for any of its Drilling Activities hereunder.

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

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

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

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of BLANKET BOND #019044749 for \$3,000,000.00 in place to cover designated roads and bridges. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- d. 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.
  - e. 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.
  - f. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on June 3, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/  
Commissioner/Trustee

By: Mark A. Thomas /s/  
Commissioner/Trustee

By: Ginny Favede /s/  
Commissioner/Trustee

By: Fred F. Bennett /s/  
County Engineer

Dated: 6-3-14

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

**Operator**

**XTO ENERGY INC.**

By: Michael R. Johnson /s/

Printed name: Michael R. Johnson  
Title: VP Production Operations Appalachia Division  
Dated: 5/21/14

**MOUNTAIN GATHERING, INC.**

By: K Steve Rose /s/  
Printed Name: Steve Rose  
Dated: 5/15/14

**Appendix A**

Operator shall:

- 8) 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.
- 9) 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.
- 10) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 11) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 12) 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.
- 13) 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.
- 14) 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:

- 3) 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).
- 4) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

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

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENTS AND REAPPOINTMENTS TO THE BELMONT COUNTY FAMILY SERVICES PLANNING COMMITTEE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following appointments and reappointments to the Belmont County Family Services Planning Committee for a two-year term effective May 23, 2014:

**Reappointments:**

- Ms. Linda Pickenpugh, Mental Health and Recovery Board
- Reverend William Webster, Grace Presbyterian Church
- Ms. Barbara Roman, Softite Credit Union
- Ms. Shirley Johnson-Mallory, CAC of Belmont County
- Ms. Brenna Rocchio, Belmont CDJFS - PA Administrator
- Ms. Christine Parker, Belmont CDJFS - PCSA Administrator

**New Appointments:**

- David Badia, Belmont CDJFS - CSEA Administrator
- Kathy Campbell, Tri-County Help Center
- Ed Good, Utility Workers Union of America

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Richard Hord asked for an update on the Ohio Valley Mall Connector Road project. Mr. Coffland said things are moving. Mr. Thomas said the ODOT TRAC application was filed last week. That will be addressed this fall. Cafaro’s portion near Kmart is complete. They sold a parcel to an entity that is going to build a Marriott hotel. Mrs. Favede said the TRAC application is for the remaining \$20 million dollars to complete the project. We will know in December if Belmont County is awarded these funds.

Richard Hord asked if there is a time table when the land banking will be in place. Mrs. Favede said there was a hiccup in the application but Mr. Thomas is taking care of it. Mr. Thomas said the application was already sent back to Columbus. The formal corporation will be approved today or tomorrow. Once the corporation is established the initial Board, per statute, will have an initial meeting and a code of regulations will be established. The Board will include Mrs. Favede, Mr. Coffland and Ms. Kelich, County Treasurer. Mrs. Favede said the Mayor of the largest city will be appointed to the board along with a township representative. The Board can bring on additional members. They can then apply for the \$500,000. Mr. Thomas said statutory steps have to be followed, once the funding is applied for they can do policy and procedures.

Pete Bendo asked about thoughts on opening the meeting with a prayer. Mr. Coffland said he didn’t know what the rule is on it. Pete Bendo said there was a recent Supreme Court ruling that it is okay. He said he goes to a lot of village council meetings and most of them open with a prayer. Mr. Thomas said he doesn’t know if there ever has been prayer at the meetings since he has been attending since the early 90’s and he doesn’t know why. Mr. Coffland said he may do some research on it; he doesn’t have any problem with it. Mr. Thomas said it will be taken under consideration.

**BREAK**

**9:30 RECONVENED** – Judge Fregiato introduced Ohio Supreme Court Justice Sharon L. Kennedy. She joined the Supreme Court in December 2012.

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of April 23, 2014.

Upon roll call the vote was as follows:

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

**BREAK**

<b><u>IN THE MATTER OF PLAT OF</u></b>	]	[Belmont Co. Commissioners
<b><u>MISTAK FARM ROAD (PRIVATE)</u></b>	]	[Courthouse
<b><u>UNION TOWNSHIP, SEC 12, T-8, R-5</u></b>	]	[St. Clairsville, Ohio 43950
	]	[Date <u>June 3, 2014</u>

Motion made by Mr. Thomas, seconded by Mr. Coffland to hold the rescheduled Subdivision Hearing for the Plat of Mistak Farm Road (Private), Union Township, Sec. 12, T8, R5 to 9:30 a.m. June 18, 2014, pursuant to the Ohio Revised code Section 711.05 and proceed with the required notifications.

<b>NOTICE OF NEW SUB-DIVISION</b>
<i>Revised Code Sec. 711.05</i>
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To: Suz Pubal F.O., Union Township Trustees, P.O. Box 1, 101 Memory Lane, Morristown, OH 43759

You are hereby notified that **Wednesday** the **18th** day of **June, 2014**, 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: Union Township Trustees  
Upon roll call the vote was as follows:

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

**BREAK**

**RECONVENED JUNE 9, 2014. ALL COMMISSIONERS PRESENT.**

**IN THE MATTER OF RESCINDING THE MOTION MAKING THE APPOINTMENTS AND REAPPOINTMENTS TO THE BELMONT CO. FAMILY SERVICES PLANNING COMMITTEE**

Motion made by Mrs. Favede, seconded by Mr. Thomas to rescind the motion making the appointments and reappointments to the Belmont County Family Services Planning Committee for a two-year term effective May 23, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENTS AND REAPPOINTMENTS TO THE BELMONT COUNTY FAMILY SERVICES PLANNING COMMITTEE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following appointments and reappointments to the Belmont County Family Services Planning Committee for a two-year term effective May 23, 2014:

**Reappointments:**

Ms. Linda Pickenpugh, Mental Health and Recovery Board  
Reverend William Webster, Grace Presbyterian Church  
Ms. Barbara Roman, Softite Credit Union  
Ms. Shirley Johnson-Mallory, CAC of Belmont County  
Ms. Brenna Rocchio, Belmont CDJFS - PA Administrator  
Ms. Christine Parker, Belmont CDJFS - PCSA Administrator

**New Appointments:**

David Badia, Belmont CDJFS - CSEA Administrator  
Kathy Campbell, Tri-County Help Center  
Ed Good, Utility Workers Union of America

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 9:15 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 9:15 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of June, 2014.

\_\_\_\_\_

COUNTY COMMISSIONERS

\_\_\_\_\_

\_\_\_\_\_

We, Matt Coffland and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK