

St. Clairsville, Ohio

October 8, 2013

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and 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 Mrs. Favede, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Courtview Justice Solutions	Support & Maintenance-Adult Probation/General Fund	1,128.00
A-Crystal Springs	Water-Treasurer/General Fund	20.06
A-Digital Data Communications	Computer equipment-Public Defender/General Fund	974.96
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Draft-Co., Inc.	Parcel Mapping-GIS Projects/General Fund	4,585.08
A-Redwood Toxicology	Drug testing/General Fund	1,061.60
A-Treasurer, State of Ohio	Recoupment-3 <sup>rd</sup> Qtr.-Public Defender/General Fund	1,103.20
A-Verizon Wireless	Cell plan-Adult Probation/General Fund	180.08
K-Fishel, Hass, Kim, LLP	Professional services/Engineer MVGT Funds	495.00
K-Wilson Blacktop Corp.	Asphalt/Engineer MVGT & Bridge & Retaining Wall Constr. Funds	24,960.00
P-Belmont Co. Sanitary Sewer	Services/BCSSD Funds	2,000.00
P-Industrial Automation & Control, Inc.	Material/WWS#3 Revenue Fund	728.15
P-Municipal Utilities	Purchased water/BCSSD Funds	399.32
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	132.75
P-Staples	Equipment/BCSSD Funds	59.99
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	1,032.50
S-Lilienthal	Bond receipts/Northern Ct. General Special Projects Fund	667.72
S-Riesbeck's Food Markets, Inc.	Food/District Detention Home Fund	880.45
S-TSG	Scanners/Northern Ct. General Special Projects Fund	3,597.00
W-Clerk of Courts	Times Leader Delinquent Tax Ads-Treasurer/DRETAC Treasurer's Fund	3,905.40

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for October 8, 2013 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$22,535.93; \$3,878.60
A-GENERAL/AUDITOR	\$2,099.08
A-GENERAL/PROBATE COURT	\$600.00
A-GENERAL/SHERIFF	\$35,284.07
B-Auditor's Clerk Hire & Supply	\$1,088.10
B-Dog Kennel	\$358.99
B-Enforcement Education Fund	\$131.00
G-Convention & Visitors Bureau	\$20,000.00
H-Job & Family, CSEA	\$604.50
H-Job & Family, Public Assistance	\$21,706.56; \$3,451.31; \$1,121.07; \$64,994.34
H-Job & Family, WIA	\$15,537.57
J-Real Estate Assessment	\$1,470.52
K-Engineer MVGT	\$1,615.91; \$18,457.22
M-Juvenile Ct.-Care and Custody	\$30.00
M-Juvenile Ct.-Title IV-E Reimb.	698.21
N-911 System Upgrade	\$800,000.00
P-Contract Projects	\$26,952.81
P-Oakview Admn Bldg.	\$135.00
P-Sanitary Sewer District	\$6,264.80; \$916.29; \$2,401.84; \$12,725.27; \$4,344.18; \$8,683.97; \$6,798.53; \$2,005.84; \$8,818.55;
S-District Detention Home	\$5,895.71
S-Job & Family, Children Services	\$22,189.22
S-Job & Family, Senior Programs	\$14,379.64; \$15,415.71; \$3,879.60; \$5,000.00
S-Juvenile Court Computer Fund	\$149.90
S-Sheriff CCW	\$2,848.00
S-Sheriff Commissary	\$30,635.73
T-CDBG Funds	\$23,450.00
T-Moving Ohio Forward Demo Program	\$72,224.25
T-Sanitary Sewer District	\$50.20; \$222.03
U-Sheriff's Reserve Account	\$458.91

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**FUND FOR THE GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0055-A004-B30.000 Thoburn Church Bldg.	E-0055-A004-B02.010 Supplies	\$ 5,000.00
E-0256-A014-A01.000 County Buildings	E-0256-A014-A05.000 Official Bonds	\$ 1,406.00
E-0256-A014-A14.004 Work. Comp.-Gen. Fund	E-0256-A014-A07.005 Emp. Medicare Tax	\$ 4,934.34

**BELMONT CO. SHERIFF/GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A02.002 Salaries-Admin	\$ 45,000.00
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A04.002 Salaries-Deputies	\$12,000.00
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A15.007 Unemployment	\$300.00

**BELMONT COUNTY 911/GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0056-A006-E01.002 Salaries	E-0056-A006-E12.007 Unemployment	\$ 1,092.24

**BOARD OF HEALTH CHEST CLINIC/GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0300-A008-B01.002 Salaries	E-0300-A008-B02.010 Supplies	\$ 5,000.00
E-0300-A008-B01.002 Salaries	E-0300-A008-B12.000 Other Expenses	\$ 2,000.00

**BELMONT COUNTY SSD/VARIOUS FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfer Out	E-3702-P005-P31.000 Other Expenses	\$ 25,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P19.012 Equipment	\$ 6,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P23.011 Services	\$ 21,000.00
E-3701-P003-P32.074 Transfer Out	E-3701-P003-P19.012 Equipment	\$ 5,000.00
E-3706-P055-P01.002 Salaries	E-3705-P055-P05.000 Materials	\$ 1,000.00

**BELMONT CO. TREASURER/DRETAC FUND W82**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1410-W082-T04.000 Other Expenses	E-1410-W082-T09.011 Contract Services	\$ 2,300.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION**

**CHARGEBACKS-SEPTEMBER AND OCTOBER, 2013**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for September and October, 2013.

<b>FROM</b>		<b>TO</b>	
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	4,755.68
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	17,832.22
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	24,167.86
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	7,921.92
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	1,982.06
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	2,973.08
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	1,583.12
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	3,565.18
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	791.56
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	1,583.12
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	87,191.68
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	119,233.64
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	19,873.36
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,982.06
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	4,356.74
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	34,042.90
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	12,532.44
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	3,964.12
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	53,729.94
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	9,112.42
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,982.06
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	1,982.06
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	20,213.22
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	<b>WATER DEPARTMENT</b>		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,258.35

E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	21,703.63
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	3,849.38
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	4,964.98
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	643.91
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	240.11
	<b>COUNTY HEALTH</b>		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	13,525.73
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	0.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	506.25
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	634.00
E-2216-F078-F01.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	0.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	Healthy Homes	R-9891-Y091-Y01.500	0.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog	R-9891-Y091-Y01.500	0.00
	<b>Juv Court/Grants</b>		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	1,982.06
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	3,964.12
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,964.12
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	0.00

**TOTALS 498,589.08**

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated September 18, 2013, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows: **BCDJFS** – Linda Wells, Lawrence Wehr and Senior members to travel to Columbus, OH, on Oct. 10, 2013 and to Woodsfield, OH, on Oct. 9, 2013, for Barnesville Senior Center outings. Estimated expenses: \$48.00

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Vince Gallagher, President of AARP Chapter 2994, commended the board for always looking after the seniors. He said they have done a tremendous job. He said he was sure there were careful deliberations conducted in deciding senior services of Belmont County will be freestanding and no longer connected with the Department of Job & Family Services. He has talked to David Hacker who will be coming to their AARP meeting on Oct. 27 to introduce himself. There will be no particular agenda. They would like for him to meet the seniors. Mr. Coffland wanted to clear the record and stated, "I am not in favor of this change over. Just so you know. And I continue to oppose the change over because I think it's wrong. Financially it is the worst move our county is going to make in a long time. And I will stand on that record and I will prove that record. I don't want to send a wrong signal to you or anyone that I am for this because I am not. Completely, no ifs, ands or buts; no." Mrs. Favede advised the transition will be finalized by Nov. 1. The process is now taking place. Mr. Gallagher asked if the budget for Senior Services for next year has been reviewed. Mrs. Favede said, "No, Mr. Hacker has not reviewed it and submitted a budget for next year as of yet. He's only been on the job for one week. His priority has been meeting with the seniors." Mr. Gallagher said, "I am assuming that this move is going to be cost effective and that is why this move is being made." Mr. Coffland stated, "It will be costly in my opinion, not cost effective." Mr. Gallagher noted the brochures will need changed as they state the Senior Services is a division of Belmont County Department of Job & Family Services. Mrs. Favede said she will make note of the need for the brochure change. Richard Hord requested reports regarding the Senior Program services under DJFS to be able to compare them when the program comes under the Commissioners. Mr. Coffland said he does not have exact numbers, but meals have increased over 200 meals per day. Under Belmont Senior Services the count for meals delivered was in the neighborhood of 600-650. Today it is pushing 800-850. The senior centers' population are all increased. Medical transportation has increased. He noted the most important thing is they (DJFS) have stayed at the same money that was budgeted to them in the beginning. Mr. Coffland asked, "How can we take something that has enhanced in every department and the cost has not increased." He said, "I've got the numbers to prove it. I am still waiting on numbers to prove that it will be better with the change and I have yet.... along with you asking, I have asked. There is nothing to match the numbers. That is what is frustrating to me. Why we want to make this change is beyond me." Mr. Coffland said the staff for the Senior Program at DJFS should be recognized for the great job they are all doing.

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN EXTENSION NO. 1 FOR THE STATE OF OHIO CDBG RESIDENTIAL PUBLIC INFRASTRUCTURE PROGRAM**

Motion made by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign Extension No. 1 for the **State of Ohio Small Cities Community Development Block Grant (CDBG) Residential Public Infrastructure Program**, Grant No. B-W-11-1AG-1 dated September 1, 2011, as follows:

- Project Completion: November 30, 2013
- Payment Requests: December 31, 2013
- Final Performance Report: January 31, 2014

All other terms of the agreement remain the same.

**STATE OF OHIO  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
RESIDENTIAL PUBLIC INFRASTRUCTURE PROGRAM  
GRANT AGREEMENT EXTENSION**

Extension No. **1**

Grant No. **B-W-11-1AG-1**

It is hereby mutually agreed that the grant agreement of **September 1, 2011**, grant number **B-W-11-1AG-1**, by and between the state of Ohio, Ohio Development Services Agency and **Belmont County Commissioners** be amended to extend the grant period as follows:

- Project Completion: **November 30, 2013**
- Payment Requests: **December 31, 2013**
- Final Performance Report: **January 31, 2014**

This extension is valid for the following activities:

**Entire Grant**

It is expressly understood by the parties that all other terms of grant number **B-W-11-1AG-1** shall remain binding on the parties and that no terms of the Agreement, except as heretofore amended and as set forth above, are modified by this grant extension.

In Witness Whereof, the parties hereto have executed this Grant Agreement Extension as of the dates set forth below.

**Belmont County Commissioners**

Ginny Favede /s/  
Ginny Favede, President

\_\_\_\_\_  
Date

State of Ohio  
Ohio Development Services Agency  
David Goodman  
Director  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND INFRASTRUCTURE WITH BLUE RACER MIDSTREAM, LLC**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline Projects and Infrastructure** with Blue Racer Midstream, LLC, for the use of 1.56 miles of County Road 80 (Lloydsville-Bannock Rd) for the purpose of ingress and egress for *pipeline* activity at the Hess Lude Lateral pipeline facilities.

**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 Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Richland 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 right of way and field agreements, and intends to construct, operate, and maintain certain facilities [Hess Lude Lateral], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Hess Lude Lateral] located in Richland Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 1.56 miles of CR-80 (Lloydsville Bannock Road) for the purpose of ingress to and egress from the pipeline facilities [Hess Lude Lateral], for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

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

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

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

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

1. The portion of CR-80 (Lloydsville Bannock Road), to be utilized by Operator hereunder, is that exclusive portion beginning at US 40 and ending at a point .26 to the north. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-80 (Lloydsville Bannock Road) for any of its Pipeline Activities hereunder.
2. The portion of CRCR-80 (Lloydsville Bannock Road) to be utilized by Operator hereunder, is that exclusive portion beginning at SR 331 and ending at a point 1.30 to the southwest. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-80 (Lloydsville Bannock Road) for any of its Pipeline 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 Pipeline Activity by Operator, at Operator's sole expense, and with

the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

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

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

6. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety 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 the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The foregoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

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

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

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

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

16. This Agreement shall be in effect on October 8, 2013.

Executed in duplicate on the dates set forth below.

**Authority**

By: Ginny Favede /s/

Commissioner/Trustee

By: Matt Coffland /s/

Commissioner/Trustee

By: \_\_\_\_\_

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: 10/8/13

**Operator**

By: Mark Jordan /s/

Printed name: Mark Jordan

Company Name: Blue Racer Midstream, LLC

Title: Director- Right of Way

Dated: \_\_\_\_\_

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the road prior to Pipeline Activity.
- 2) Maintain County Roads during Pipeline Activities for those damages caused by said Pipeline Activities.
- 3) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Pipeline Activities.
- 4) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law.
- 5) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show compliance.

- 6) Operator has obtained a County-Wide Bond in the amount of \$1,500,000 for the use of any County Road. Bond Number 238281 is on file at the County Engineer's office.

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:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:35 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:40 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF AMENDING MOTION TO CHANGE NEW JOB CLASSIFICATION TITLE OF EXECUTIVE ASSISTANT TO ADMINISTRATIVE ASSISTANT/BCSSD**

Mrs. Favede moved and Mr. Coffland seconded to amend the motion of September 25, 2013 approving the creation of new job classification for the Belmont County Water and Sewer District to change the title of Executive Assistant to Administrative Assistant.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE RECLASSIFICATION OF BELMONT CO. SANITARY SEWER DISTRICT EMPLOYEE REBECCA HUGHES FROM BILLING CLERK TO ADMINISTRATIVE ASSISTANT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the reclassification of Belmont County Sanitary Sewer District employee Rebecca Hughes from Billing Clerk II to **Administrative Assistant** and a \$1.00 per hour salary adjustment per the Water & Sewer District Job Classification Handbook, effective retroactive to July 31, 2013.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CONTINUED EMPLOYMENT AND PAY INCREASE FOR NICOLE STEWART, BILLING CLERK FOR BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the continued employment and a \$.50 per hour pay increase for Nicole Stewart, Billing Clerk for the Belmont County Sanitary Sewer District, who has successfully completed her probationary period based upon the recommendation of Mark Esposito, Director.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:05 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Sheriff Lucas, Brent Carpenter, Jail Administrator and Linda Mehl, RN., pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:25 P.M.**

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

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**RECONVENED TUESDAY, OCTOBER 15, 2013. ALL COMMISSIONERS PRESENT.**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 3:35 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session with David Hacker, Senior Services Program Coordinator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 4:05 P.M.**

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

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 4:06 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 4:06 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of October, 2013.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK