

St. Clairsville, Ohio

September 17, 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-Draft-Co., Inc.	Map conversion-Engineer/General Fund	5,688.56
A-Treasurer of State of Ohio	Audit fees-Auditor/General Fund	9,694.00
A-Members of the Veterans Service Commission	Salaries/General Fund	5,025.00
D-Carr Concrete Corporation	Box beams/Engineer Road and Bridges Fund	24,193.00
P-Kurt Turner	Employee reimbursement/ Critical Incident Stress Mgmt/EMA Fund	90.00
P-Municipal Utilities	Purchased water/BCSSD Funds	285.12
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	141.75
P-Yorkville Bd. of Trustees of Public Affairs	Sewage disposal/SSD#3b Deep Run Fund	513.29
S-Bob Robinson Chevrolet-Cadillac, Inc.	Equipment/Oakview Juvenile Residential Center Fund	19,419.00
S-Crossroads Counseling	Services/Smart Ohio Pilot Grant	2,939.19
S-Glynia Valenti	Professional services/Port Authority Fund	600.00
S-ICS	Probation supplies/Special Project Alcohol Monitoring Fund	1,827.50
S-Integrated Corporate Solutions, Inc.	Drug Kits/Alcohol Monitoring Fund	1,827.50
S-McGhee Office Supply	Supplies/Northern Ct. General Special Projects Fund	208.10
S-TSG	Data backup & vaulting/Northern Div. Ct. Computer Fund	245.84
S-TSG	Data backup & vaulting/Eastern Div. Ct. Computer Fund	81.26
W-Pamela S. Bowman	Reimburse expenses/Prosecutor Victim Program Fund	349.00
Y-Belmont County Recorder	Sept. Lien Releases/Tax Certificate Admn Fund	256.00

**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 September 17, 2014 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$92,481.46
A-GENERAL/COMMON PLEAS/Adult Probation	\$1,049.22
A-GENERAL/AUDITOR	\$10,430.93
A-GENERAL/CHEST CLINIC	\$146.85
A-GENERAL/CLERK OF COURTS	\$217.99
A-GENERAL/CORONER	\$6,291.39
A-GENERAL/EMA	\$1,787.20
A-GENERAL/JUVENILE COURT	\$1,545.90
A-GENERAL/PROBATE COURT	\$525.00
A-GENERAL/SHERIFF	\$6,691.94
A-GENERAL/TREASURER	\$533.82
A-GENERAL/911	\$3,380.81; \$287.81
B-Dog Kennel	\$398.27
C-Indigent Guardianship Fund	\$300.00
H-Job & Family, CSEA	\$140.34; \$88.80
H-Job & Family, Public Assistance	\$83,090.97; \$16,214.25; \$94,089.51; \$19,553.05
H-Job & Family, WIA	\$1,984.00; \$105,781.67; \$37,957.03
J-Real Estate Assessment	\$41,577.99
K-Engineer MVGT Fund	\$3,622.65; \$29,298.46; \$37,080.79
M-Juvenile Ct. – Intake Coordinator	\$183.75
M-Juvenile Ct. – Placement II	\$810.18
M-Juvenile Ct. – Title IV-E Reimb.	\$3,145.30
M-Juvenile Ct. – Truant Officer Grant	\$34.65
P-Sanitary Sewer District	\$13,361.63; \$10,793.16; \$11,533.29; \$27,362.71; \$3,687.19; \$1,310.60; \$3,395.90 \$185,535.84; \$16,912.82
S-Certificate of Title Adm Fund	\$800.01
S-District Detention Home	\$2,884.42; \$2,703.04
S-Job &* Family, Children Services	\$9,956.96; \$34,158.88; \$24,427.72
S-Juvenile Ct. – Gen Special Projects	\$380.05
S-Oakview Juvenile Residential Center	\$19,956.15
S-Probate Court Conduct of Business Fund	\$225.90
S-Senior Services	\$28,355.20
S-Sheriff CCW	\$3,976.99
S-Sheriff Commissary	\$545.54
S-Western Div. Ct. Computer Fund	\$1,794.62
T-Sanitary Sewer District	\$966.93
U-Sheriff's Reserve Account	\$563.00
W-DRETAC-Treasurer's Office	\$5,684.73
W-Law Library Fund	\$7,781.61

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

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0011-A001-B05.012 Computer (Auditor)	\$ 7,760.41
<i>Needed for October-December maintenance payments.</i>		
E-0051-A001-A50.000 Budget Stabilization	E-0055-A004-B04.012 Equipment	\$30,000.00

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

**L01 SOIL CONSERVATION FUND AND THE L05**

**WATERSHED COORDINATOR FUND/BSWCD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1810-L001-L01.002 Salaries	R-1815-L005-L05.574 Transfers In	\$3,500.00

**N29 CAPITAL PROJECTS-FACILITIES FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund</i>	<i>N29 Capital Projects-Facilities Fund</i>	
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$211,426.68

*Transfer of 2013/Q4 Casino Revenue to the Capital Projects-Facilities fund for needed repairs and improvements.*

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. Thomas, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date the following dates:

**\*\*JANUARY 2, 2014\*\***

**N48 BCDJFS/EQUIPMENT-CAPITOL PROJECTS FUND**

E-9048-N048-N00.012	Equipment	\$19,553.05
---------------------	-----------	-------------

**\*\*MARCH 6, 2014\*\***

**GENERAL FUND**

E-0257-A015-A15.074	Transfers-Out	\$211,426.68
---------------------	---------------	--------------

*Appropriation of 2013/Q4 Casino Revenue.*

**\*\*JUNE 3, 2014\*\***

**N29 CAPITAL PROJECTS-FACILITIES FUND**

E-9029-N029-N04.055	Other Expenses	\$21,720.00
---------------------	----------------	-------------

*Needed for roof and gutter repairs to the original part of the EMA building.*

**\*\*SEPTEMBER 17, 2014\*\***

**GENERAL FUND**

E-0055-A004-B19.000	County Buildings	\$169.94
---------------------	------------------	----------

*Appropriation of Employee Reimbursement for personal cell phone use deposited 09/05/14.*

E-0131-A006-A17.012	Cruisers	\$251.00
---------------------	----------	----------

**E10 9-1-1 FUND**

E-2200-E010-E07.000	Other Expenses	\$1,452.00
---------------------	----------------	------------

**E11 9-1-1 WIRELESS FUND**

E-2301-E011-E01.011	Contract Services	\$19,240.38
---------------------	-------------------	-------------

**H08 WIA AREA 16 FUND/BCDJFS**

E-2610-H008-H04.000	Jefferson Co. DJFS WIA	\$1,940.00
---------------------	------------------------	------------

**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L01.002	Salaries	\$5,076.00
---------------------	----------	------------

E-1810-L001-L02.010	Supplies	\$1,324.10
---------------------	----------	------------

E-1810-L001-L07.000	Service Fees	\$51.00
---------------------	--------------	---------

**L05 WATERSHED COORDINATOR FUND/BSWCD**

E-1815-L005-L01.002	Salaries	\$3,500.00
---------------------	----------	------------

**JUVENILE DIVISION COURT/VARIOUS FUNDS**

E-0400-M064-M05.000	Placement Costs	\$60,967.60
---------------------	-----------------	-------------

E-0400-M067-M01.002	Salaries	\$40,123.79
---------------------	----------	-------------

E-0400-M067-M02.003	PERS	\$3,000.00
---------------------	------	------------

E-0400-M067-M05.008	Insurances	\$15,000.00
---------------------	------------	-------------

**N11 9-1-1 SYSTEM UP-GRADE LEVY FUND**

E-9011-N011-N01.000	Contract-Projects	\$898,156.58
---------------------	-------------------	--------------

**S12 PORT AUTHORITY FUND**

E-9799-S012-S21.000	Armory Property	\$6,880.86
---------------------	-----------------	------------

**OAKVIEW JUVENILE/VARIOUS**

E-8010-S030-S56.000	Motor Vehicles	\$5.00
---------------------	----------------	--------

E-8011-S031-S02.000	Food (Meal Tickets/US Food Per Inc)	\$165.00
---------------------	-------------------------------------	----------

E-8012-S032-S00.000	Activity Fund	\$294.80
---------------------	---------------	----------

**S88 WESTERN COURT/GENERAL SPECIAL PROJECTS FUND**

E-1551-S088-S08.000	Other Expenses	\$30,000.00
---------------------	----------------	-------------

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

E-1511-W080-P01.002	Salary	\$1919.00
---------------------	--------	-----------

E-1511-W080-P07.006	Hospitalization	\$385.00
---------------------	-----------------	----------

E-1511-W080-P05.003	PERS	\$480.00
---------------------	------	----------

**W98 CEBCO WELLNESS GRANT FUND**

E-1498-W098-W01.000	Communications/Marketing	\$ 1,200.00
---------------------	--------------------------	-------------

E-1498-W098-W02.000	Incentives	\$ 2,500.00
---------------------	------------	-------------

E-1498-W098-W03.000	Education	\$ 4,500.00
E-1498-W098-W04.010	Supplies	\$ 1,600.00

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 Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated Sept. 17, 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:

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

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to request the Belmont Co. Budget Commission certify the following monies. **GENERAL FUND - \$169.94** paid into R-0050-A000-A45.500 Refunds and Reimbursements on 09/05/14. *Reimbursement from Maintenance Employee for personal cell phone use.*

**CLOSED 2013 POs**

\$ 27,958.12	PO 520828	E-0051-A001-A19.000	Courthouse Security
\$ 27,105.69	PO 520879	E-0051-A001-A24.000	Infrastructure
\$150,000.00	PO 520890	E-0051-A001-A24.000	Infrastructure
\$ 1,207.20	PO 520847	E-0252-A008-C01.000	Fees-Registration
\$ 2,232.00	PO 520850	E-0256-A014-A05.000	Official Bonds
\$ 888.00	PO 520762	E-0257-A015-A13.000	Probate Court/Other Exp.

**N11/9-1-1 System Upgrade Levy Fund - \$898,156.58** from August Settlement/balance needed to process 10/01/14 lease payment to Motorola.

**N29 Casino Revenue - \$211,426.68** transferred from the General Fund on 09/17/14.

**W98 CEBCO Wellness Grant Fund - \$9,800.00** paid into R-1498-W098-W01.501 – Grant on 09/12/14. *Half of the program allocation (\$5,800) and all of the administration funds (\$4,000).*

Upon roll call the vote was as follows:

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

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

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

**COMMISSIONERS** – Matt Coffland and Mike Kinter, HR Manager to travel to Rickenbacker Air National Guard Base, Columbus, OH, on Sept. 18, 2014, for a Bosslift. A county car will be used. Ginny Favede to travel to Columbus, OH, on Sept. 18-19, 2014, to attend the CCAO Executive Committee Meeting and the CCAO Board of Directors Meeting. A county car will be used.

**DJFS** – Christine Parker, John Laroche and Judy Beckett to travel to Columbus, OH, on Sept. 11, 2014, to attend PCSAO Awards Luncheon/Meeting. Christine Parker to travel to Columbus, OH, on Sept. 15-16, 2014, to attend Differential Response Leadership/Council Meeting. Lodging provided by the Supreme Court. Christine Parker to travel to Columbus, OH, on Sept. 23, 2014, to attend a Protect Ohio Meeting. Estimated expenses: \$52.00

Lisa Fijalkowski, Joyce Bosold and Annette Witchey to travel to Marietta, OH, on Oct. 7, 2014, to attend Quarterly Fraud Meeting. Estimated expenses: \$36.00

William Marinacci and Jennifer Fietz to travel to Cambridge, OH, on Oct. 23, 2014, to attend Foster/Adoption Specialists Meeting. Estimated expenses: \$24.00

**SANITARY SEWER DISTRICT** – Dale Jendrusik and Ronald Pacifico to travel to Zanesville, OH, on Oct. 2, 2014, to participate in a Treatment Problem Solving Class. A county vehicle will be used. Rich Maleski and Ronald Pacifico to travel to Cambridge, OH, on Oct. 9, 2014, to participate in a SE Fall Training class for Water & Wastewater contact hours. A county vehicle will be used.

**SENIOR SERVICES** – Sue Neavin and seniors to travel to Amish Country on Oct. 2, 2014 for a senior center outing. Mike McBride and seniors to travel to Pittsburgh, PA, on Oct. 9, 2014, for a senior center outing. County vehicles will be used.

Upon roll call the vote was as follows:

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

**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 meeting of August 6, 2014.

Upon roll call the vote was as follows:

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

**REMINDER:** The Board will hold a Town Hall meeting this evening at 5:00 p.m. in the Council Chambers at the Martins Ferry City Building. Public input is welcome and citizens are encouraged to attend.

**IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/VILLAGE OF BRIDGEPORT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Village of Bridgeport's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$6,281.28, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

Howard Street (Lincoln Avenue to West Street)  
Water Street Marion Street Spring Street

Minellen Drive Hall Street

**The estimated cost is \$ 6,281.28 all of which will be used from this source.**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/VILLAGE OF YORKVILLE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Village of Yorkville’s application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$22,000.00, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following: Park Street, Deep Run Road, Heiland Ave., Sinclair Avenue and Market Street

**The estimated cost is \$ 22,000.00 all of which will be used from this source.**

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 REQUEST OF BOTH PARTIES TO ASSIGN ALL OF HESS OHIO RESOURCES, LLC’S RIGHTS TO AMERICAN ENERGY-UTICA, LLC REGARDING THE RUMA DATED JANUARY 30, 2014 FOR USE OF CR56 VINEYARD HILL PROVIDENT ROAD DRILLING ACTIVITY AT THE RICHLAND A WELL SITE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the request of both parties to assign all of Hess Ohio Resources, LLC’s rights to American Energy-Utica, LLC (“AEU”) regarding the Belmont County Road Use Maintenance Agreement (RUMA) dated January 30, 2014 for the use of CR56 Vineyard Hill Provident Road drilling activity at the Richland A Well Site.

**AMERICAN ENERGY  
UTICA**

July 29, 2014

Belmont County Board of Commissioners  
101 West Main Street  
St. Clairsville, OH 43950

RE: Vineyard Rd (County Route 56)  
Richland A Road Use and Maintenance Agreement (signed 1-30-13)

Dear Belmont County Board of Commissioners:

American Energy – Utica, LLC (“AEU”) and Hess Ohio Resources, LLC request approval to assign all Hess’ rights to the Richland A RUMA, attached hereto as Exhibit “A”, to AEU. If approved by the County then AEU shall be designated the Operator under the Richland A RUMA and assume all rights and obligations thereunder effective as of approval by the Belmont County Commissioners.

Please indicate your acknowledgment and approval of the above referenced assignment by signing below where indicated.

Thank you for your cooperation and we look forward to working with you on this and future projects.

Sincerely,

*Jeff B. Beck /s/*

Jeff B. Beck

American Energy – Utica, LLC

Field Superintendent – Road Infrastructure Management

Joining in this request on behalf of Hess Ohio Resources, LLC:

Robert L. Williams Jr. /s/

(Name, Title)

Robert L. Williams Jr., Operator, Manager - UTICA

Acknowledged and approved this date 8/6/2014:

Ginny Favede /s/ 9-17-14

Ginny Favede, Belmont County

Matt Coffland /s/ 9-17-14

Matt Coffland, Belmont County

Mark A. Thomas /s/ 9-17-14

Mark A. Thomas, Belmont County

AMERICAN ENERGY – UTICA, LLC

P.O. BOX 18756, OKLAHOMA CITY, OK 73154 • 301 N.W. 63<sup>RD</sup>, SUITE 600, OKLAHOMA CITY, OK 73116

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 HORIZONTAL CONSTRUCTION PROJECTS AND INFRASTRUCTURE WITH AMERICAN ENERGY-UTICA, LLC/CRAVAT COAL WELL SITE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Horizontal Construction Projects and Infrastructure** with American Energy-Utica, LLC, effective September 17, 2014, for the use of 1.35 miles of CR 64 (Shepherdstown Road) for traffic necessary for the purpose of “construction activity” at the Cravat Coal Well Site.

**Note: No bond needed per County Engineer. AEU will upgrade with stone and double seal coat.**

**MODEL ROADWAY USE AND MAINTENANCE AGREEMENT FOR HORIZONTAL CONSTRUCTION PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into in Cadiz, Ohio, by and between Belmont County, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and American Energy – Utica, LLC, whose address is PO Box 18756, Oklahoma City, OK 73154 (Hereafter “Operator”), and shall be as follows:

**RECITALS**

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

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

**WHEREAS**, Operator intends to commence use of 1.35 miles of CR 64 (Shepherdstown Rd) for the purpose of ingress to and egress from the [CRAVAT COAL WELL SITE], for traffic necessary for the purpose of constructing sites and Construction horizontal oil and gas wells, and completion operations at the [CRAVAT COAL WELL SITE] (hereinafter referred to collectively as "Construction 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 Construction 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-Construction Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Construction Activity related to such sites.

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

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

1. The portion of CR 64 (Shepherdstown Rd) to be utilized by Operator hereunder is that exclusive portion beginning at the intersection of State Route 9 (Fairpoint New Athens Rd) and CR 64 (Shepherdstown Rd) and continues East on CR 64 (Shepherdstown Rd) for 1.35 miles, ending at the County line heading into Harrison County.

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

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

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

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

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

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

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

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

9. Operator 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 Construction Activity whatsoever.

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

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

12. 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.

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

14. This Agreement shall be in effect on \_\_\_\_\_ September 17 \_\_\_\_\_, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

**Authority**  
 Ginny Favede /s/ \_\_\_\_\_  
 By: \_\_\_\_\_  
 Ginny Favede, Commissioner                      Date \_\_\_\_\_

**Matt Coffland /s/**  
 By: \_\_\_\_\_  
 Matt Coffland, Commissioner                      Date \_\_\_\_\_

**Operator**

By: Jeff B. Beck /s/ \_\_\_\_\_  
 Printed name: Jeff B Beck

\_\_\_\_\_  
 Company Name: American Energy – Utica, LLC

Mark A. Thomas /s/

By:  
Mark Thomas, Commissioner

Date

Title: Field Superintendent – Road Infrastructure Management

Fred F. Bennett /s/

By:  
Fred Bennett, County Engineer

Date

Dated: 9/9/14

9-17-14

Dated:  
David K. Liberati /s/ Assistant Prosecutor

County Prosecutor

**Cravat Coal RUMA**

**Appendix A**

Operator shall be required to:

- 1) Provide for videotaping of the road prior to Construction Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Construction Activity.
- 3) Upgrade CR 64 (Shepherdstown Rd) in accordance with the attached plans and/or county standards, constructed by Engineering.
- 4) Maintain CR 64 (Shepherdstown Rd) during Construction Activities for those damages caused by said Construction 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 Construction 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 Construction Activity for damages not caused by said Construction 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 Construction 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 ADVERTISING FOR BIDS FOR THE  
SANITARY SEWER DISTRICT’S OHIO VALLEY MALL FORCE  
MAIN CONSTRUCTION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the Belmont County Sanitary Sewer District’s **Ohio Valley Mall Force Main Construction** project, based upon the recommendation of Mark Esposito, Director, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

*Note: Project Funding-BCSSD’s N-80 fund and Appalachian Regional Commission (ARC) grant funds.*

**ADVERTISEMENT FOR BIDS**

BELMONT COUNTY COMMISSION  
BELMONT COUNTY, OHIO

Sealed bids for **Wastewater Systems Improvements – Ohio Valley Mall Force Main** will be received by the Belmont County Commission at the Commission’s office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until 9:30 a.m. local time, Wednesday, October 22, 2014 and then at said office publicly opened and read aloud.

The Contract Specifications may be examined at the following location:

**Builders Exchange, Inc. – Cleveland**

9555 Rockside Rd., Suite 300  
Cleveland, OH 44125

**OVCEC**

21 Armory Drive  
Wheeling, WV 26003  
304-242-0520

**Vaughn, Coast & Vaughn, Inc.**

154 South Marietta St.  
St. Clairsville, OH 43950  
(740) 695-7256

**Belmont County Commission**

Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

Method of Bidding will be as follows: UNIT PRICE BID: For construction of approximately 2,290 LF of 10” HDPE force main installed by horizontal directional drilling (HDD) methods; 4,410 LF of 10” HDPE force main and 70 LF of restrained-joint ductile iron force main installed by open trench methods; 450 LF of 12” HDPE water main installed by HDD methods, and 100LF of 8” PVC water main installed by open trench methods; replacement of 177 LF of 8” gravity sewer with 12” PVC gravity sewer, various tie-ins and associated appurtenances, site cleanup and other miscellaneous work as described in the Contract Documents.

Bidding Documents may be obtained from the office of Vaughn, Coast & Vaughn, Inc., 154 South Marietta St., St. Clairsville, OH, 43950, (740) 695-7256.

A deposit will be required for the Bidding Documents as follows:

Contract 1                    \$ 125.00 (No refund)

**The above stated deposit is required before the documents can be made available. Bids will be accepted from only those Bidders who obtain documents from the Engineer's office. Bidders who submit a Bid must be a Plan Holder of Record at the Engineer's office.**

Bidders must comply with the following:

- A. Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.
- B. A Resolution passed by the Belmont County Board of Commissioners on March 16, 2001, entitled, "Protecting our workers and to take all necessary measures to halt the injurious dumping of Foreign Steel in Belmont County, Ohio." Copies of this resolution may be obtained from the Clerk of the Board of Commissioners.
- C. The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated. The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.
- D. Certificate of Compliance with Ohio Revised Code 3517.13.
- E. Government Business and Funding Contracts in accordance with Ohio Revised Code 2909.23.
- F. All work done under this Contract is subject to State of Ohio requirements concerning the payment of the prevailing wage rates.

Each bid shall be accompanied by a bid bond in the full amount of the bid; or a certified check, cashier's check, or letter of credit in an amount not less than ten percent of the total bid as a guaranty that if the bid is accepted, a contract will be entered into and its performance properly secured. Should any bid be rejected, such bid guaranty will be forthwith returned to the Bidder, and shall any Bid be accepted, such Bid Guaranty will be returned upon the proper execution and securing of the contract.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

By order of: BELMONT COUNTY COMMISSION

Bids may be sent to: Belmont County Commission  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

To be published 2 times: Sept. 22, 2014 and Sept. 29, 2014.

Please send proof of publication to: Belmont County Commission  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTING LARRY MERRY,  
BELMONT CO. PORT AUTHORITY DIRECTOR TO THE  
EASTERN OHIO DEVELOPMENT ALLIANCE (EODA) BOARD**

Motion made by Mr. Thomas, seconded by Mrs. Favede to reappoint Larry Merry, Belmont County Port Authority Director, to the Eastern Ohio Development Alliance (EODA) board for a two (2) year term effective January 1, 2015 through December 31, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE PRESIDENT  
OF THE BOARD TO EXECUTE THE GRANT OFFER FOR  
THE FAA GRANT AGREEMENT FOR THE BARNESVILLE-  
BRADFIELD AIRPORT, PROJECT NO. 3-39-0007-1014**

Motion made by Mr. Thomas, seconded by Mr. Coffland, as the co-sponsor for the Belmont County Regional Airport Authority, to accept and authorize the President of the Board to execute the grant offer for the FAA Grant Agreement for the Barnesville-Bradfield Airport, Project No. 3-39-0007-1014 in the maximum amount of \$264,560.00; The Federal Aviation Administration (FAA), for and on behalf of the United States, hereby offers and agrees to pay, as the United States' share, ninety percent (90%) of the allowable costs incurred in accomplishing the project consisting of the following: "Rehabilitate Taxiways (two T-hangar taxiways, crack seal only, approximately 415' X 50'), Update Airport Master Plan (Including ALP and AGIS survey)" as more particularly described in the Project Application, dated July 10, 2014.

*Note: The Belmont County Regional Airport Authority will supply the required 10% local match monies.*

**U.S. Department  
of Transportation  
Federal Aviation  
Administration**

**GRANT AGREEMENT  
PART I – OFFER**

Date of Offer SEP 16 2014  
Airport/Planning Area Barnesville-Bradfield Airport  
AIP Grant Number 3-39-0007-010-2014  
DUNS Number 82 744 3073

**TO:** Belmont County Regional Airport Authority, Ohio  
(herein called the "Sponsor") (The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)  
Belmont County Commissioners, Ohio

**FROM: The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 10, 2014, for a grant for a grant of Federal funds for a project at or associated with the Barnesville-Bradfield Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Barnesville-Bradfield Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiways (2 T-hangar taxiways, crack seal and section repairs, approximately 415' X 50'); Update Airport Master Plan (Including ALP and AGIS survey) which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of

(a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

**1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$264,560. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$204,450 for planning

\$60,110 for airport development or noise program implementation

**2. Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

**3. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs

and settlement will be made for any upward or downward adjustments to the Federal share of costs.

**4. Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the

regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

**5. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

**6. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 23, 2014, or such subsequent date as may be prescribed in writing by the FAA.

**7. Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

**8. United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

**9. System for Award Management (SAM) Registration And Universal Identifier.**

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

**10. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**11. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

**12. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

**13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**14. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

**15. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. may not be increased for a planning project;

B. may be increased by not more than 15 percent for development projects;

C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

**16. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.

The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

**17. Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debar a contractor, person, or entity.



**18. Ban on Texting When Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

**19. Trafficking in Persons.**

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section

106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C.

7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
  - a. Associated with performance under this agreement; or
  - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

**20. Exhibit A Property Map Incorporated by Reference.** The Exhibit “A” Property Map, included in the Airport Layout Plan drawing set approved on May 16, 2005, is incorporated herein by reference.

**21. Co-Sponsor.**

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

**SPECIAL CONDITIONS**

**ENVIRONMENTAL:** The environmental approval for this project was issued on July 16, 2014 This project includes the following mitigation measures:  
None

**COORDINATION:** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State’s Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State’s Department of Transportation.

**PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired financial assistance at the airport. The Sponsor further agrees that the program will

1. follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - 1) location of all runways, taxiways, and aprons;
    - 2) dimensions;
    - 3) type of pavement, and;
    - 4) year of construction or most recent major rehabilitation.
  - b. Inspection Schedule.
    - 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    - 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
  - a. inspection date;
  - b. location;
  - c. distress types; and
  - d. maintenance scheduled or performed.
5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:** The AA and the

Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- 1) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- 2) The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- 3) If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

**MAINTENANCE PROJECT LIFE:** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

**PRELIMINARY SCOPE OF WORK:** This Grant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Grant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Grant Offer or in the project application is in respect to the final scope of work.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA**  
**FEDERAL AVIATION ADMINISTRATION**  
Stephanie R. Swann /s/  
Stephanie R. Swann  
Manager, Detroit Airports District Office

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 19<sup>th</sup> day of September, 2014.

Belmont County Regional Airport Authority, Ohio  
Name of Sponsor

Jeff Britten /s/  
(Signature of Sponsor's Designated Official Representative)

**By:** Jeff Britten  
(Typed Name of Sponsor's Designated Official Representative)

**Title:** Vice President  
(Title of Sponsor)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:  
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
By \_\_\_\_\_  
Signature of Sponsor's Attorney

Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Executed this 19<sup>th</sup> day of September, 2014.

Belmont County Commissioners, Ohio  
Name of Sponsor

Matt Coffland /s/  
(Signature of Sponsor's Designated Official Representative)

**By:** Matt Coffland  
(Typed Name of Sponsor's Designated Official Representative)

**Title:** President  
(Title of Sponsor)

<sup>2</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, David K. Liberati, Asst. Prosecuting Attorney, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_ . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Belmont County this 19th day of September, 2014.

By: David K. Liberati /s/  
Assistant Prosecuting Attorney  
(Signature of Sponsor's Attorney)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE  
(1) DODGE RAM 2500 CREW CAB 4X4 PICKUP/COMMISSIONERS-  
MAINTENANCE AND GROUNDS DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the purchase of one (1) 2015 Dodge Ram 2500 Crew Cab 4x4 Pickup Truck with Utility Body through the State of Ohio Cooperative Purchasing Program, Contract #RS901514-4, at a unit cost of \$33,216.00. This vehicle will be used as a replacement in the Commissioners' Maintenance and Grounds departmental fleet.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM H. E.  
NEUMANN FOR LABOR AND MATERIALS TO REPAIR A LEAK  
IN THE TRANE CHILLER THAT SERVES THE BELMONT CO. JAIL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept and authorize Commission President Matt Coffland to sign Proposal #25655 from H.E. Neumann in the amount of \$1,907.00 for all labor and materials necessary to repair a leak in the Trane chiller that serves the Belmont County Jail.

**H. E. Neumann  
PROJECT AGREEMENT FOR BUILDING  
ENVIRONMENTAL SYSTEMS**

Proposal Date	Proposal Number	Agreement No.
08/18/2014	25655	

**BY AND BETWEEN:**

H.E. Neumann  
100 Middle Creek Road  
Triadelphia, WV 26059  
hereinafter CONTRACTOR

AND

Belmont County  
101 West Main Street  
St. Clairsville, OH 43950  
hereinafter CUSTOMER

**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):**

**BELMONT COUNTY JAIL**

We are pleased to confirm our proposal for all labor and materials to repair a refrigerant leak on circuit #1 of the Trane chiller serving the Belmont County Jail. The leak is located on the end of the coil which will require us to cut way some of the coil to perform the repair. Included in this proposal are allowances or up to 20 pounds of R22 (refrigerant) new refrigerant filter direr, reclaim tank rental, reclaim and vacuum pump rental, all necessary repair materials and proper system start-up and testing by our service technician. This repair would be protected by a (30) day labor warranty

TOTAL REPAIR AMOUNT -= \$1,907.00 + SALES TAX IF APPLICABLE

**CONTRACTOR**

John D. Longwell /s/  
Signature (Sales Representative)  
**Approved for Contractor**

\_\_\_\_\_  
Signature  
Project Sales Manager  
Name/Title

\_\_\_\_\_  
Date

**CUSTOMER**

Matt Coffland /s/  
Signature (Authorized Representative)

Matt Coffland, President  
Name (Print/Type)  
Belmont County Commissioners  
Title

09/17/14  
Date

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** -Frank Papini inquired about last week's ODOT meeting. Mr. Coffland said it went very well; feel very confident. We should know by the end of November or first of December how we ranked. Mrs. Favede said in addition to the Mall Road project Mr. McAdams from District #11 presented the 331 project for the reconfiguration of the exit ramp that surrounds Ohio University, and goes across to the fairgrounds, as well as Belmont College. Mr. Thomas said Dennis Bigler, on behalf of the Belmont County Transportation Improvement District, made the presentation for the I-70 Mall Road project. All stakeholders, both private and public, were represented. Mr. Coffland said both projects were able to move forward because of local participation. Mr. Thomas stated Belomar committed \$5 million to the 331 project and \$1 million to the I-70 Mall Road project.

Mike Bianconi again requested the Board of Commissioners give \$1 million to Fred Bennett, County Engineer, for paving and bridges since the sales tax and casino money has increased.

**IN THE MATTER OF BID OPENING FOR STREET IMPROVEMENTS IN PULTNEY AND UNION TOWNSHIP/CDBG**

This being the day and 9:45 a.m. being the hour that bids were to be on file in the Commissioners' Office for street improvement work for Brick Run Road in Pultney Township and First, Second, Front and Pine Streets in Union Township, they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>Lash Paving</b> PO Box 296 Colerain, OH 43916	<b>X</b>	<b>\$ 84,162.00</b>
<b>Shelly &amp; Sands</b> PO Box 66 Rayland, OH 43943	<b>X</b>	<b>\$ 99,992.00</b>

Present for the bid opening were A.C. Wiethe of Belomar; representatives from Lash Paving and Shelly & Sands; and Robert De Frank of The Times-Leader.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the street improvement work for Brick Run Road in Pultney Township and First, Second, Front and Pine Streets in Union Township, a Community Development Block Grant (CDBG) Formula project, to A.C. Wiethe, Belomar Regional Council, for review and recommendation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:51 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to enter executive session with Mike Kinter, HR Manager, 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:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:18 A.M.**

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

Upon roll call the vote was as follows:

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

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

**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 meeting of August 13, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:20 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with the Belmont County Prosecutor and Assistant Prosecutor pursuant to ORC 121.22(G)(1) to consider the appointment and employment of a county employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:53 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF SENDING THE NOTICE OF INTENT TO TERMINATE THE AGREEMENT WITH BCARL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to send the notice of intent to terminate the agreement with Belmont County Animal Rescue League effective December 31, 2014.

Upon roll call the vote was as follows:

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

*Note: Mrs. Favede stated the board would continue to work on a mutual agreement with BCARL. Mr. Thomas noted the current contract requires a 90 day notice to terminate which is October 1, 2014*

September 17, 2014

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 12:05 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 12:05 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 24th day of September, 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