

St. Clairsville, Ohio

January 18, 2017

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, 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 APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,145,314.70

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND/PROSECUTING ATTY

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0057-A006-F01.002 Salaries-Employees	\$ 7,495.27
E-0111-A001-E11.000 Other Expenses	E-0111-A001-E12.012 Equipment	\$ 600.00

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

FROM	TO	AMOUNT
E-2600-H005-H09.000 Other Expenses	E-2600-H005-H04.000 Dislocated Worker	\$ 91,959.73
E-2600-H005-H16.000 DOL Coal Grant	E-2600-H005-H04.000 Dislocated Worker	\$197,029.35

W80 PROSECUTOR'S VICTIM ASSISTANCE FUND

FROM	TO	AMOUNT
E-1511-W080-P09.000 Personal - SVAA	E-1511-W080-P15.000 Rent	\$ 7,296.00

W82 DRETAC-TREASURER'S FUND

FROM	TO	AMOUNT
E-1410-W082-T09.011 Contract Services	E-1410-W082-T04.000 Other Expenses	\$ 5,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

C55 MEDIATION FUND/PROBATE COURT AND THE GENERAL FUND

FROM	TO	AMOUNT
E-1654-C055-C02.000 Other Expenses	R-0400-A000-A47.574 Transfers In	\$ 5,000.00

L01 SOIL CONSERVATION FUND TO L05 WATERSHED COORDINATOR GRANT FUND/BSWCD

FROM	TO	AMOUNT
E-1810-L001-L01.002 Salaries	R-1815-L005-L05.574 Transfers In	\$14,674.00

M62 INTAKE COORDINATOR FUND/JUVENILE COURT AND THE GENERAL FUND

FROM	TO	AMOUNT
E-0400-M062-M02.000 Other Expenses	R-0400-A000-A47.574 Transfers In	\$ 5,000.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Thomas	Yes
Mr. Meyer	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 3, 2017****

S75 MHAS SUBSIDY GRANT FUND

E-1518-S075-S03.002	Salaries/Fringes	\$31,196.35
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****JANUARY 18, 2017****

A00 GENERAL FUND/VARIOUS

E-0055-A004-B19.000	County Buildings	\$35,301.22
E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$ 6,173.52

H00 PUBLIC ASSISTANCE FUND/BCDJFS

E-2510-H000-H25.000	CCMEP Tanf Reg-CDJFS LEAD	\$526,266.50
E-2510-H000-H26.000	CCMEP Tanf Admin-CDJFS LEAD	\$ 39,400.00

L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$ 5,797.00
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L05 WATERSHED COORDINATOR GRANT FUND/BSWCD

E-1815-L005-L01.002	Salaries	\$ 8,359.00
E-1815-L005-L11.003	PERS	\$ 1,411.00
E-1815-L005-L12.004	Workers' Comp.	\$ 635.00
E-1815-L005-L15.006	Hospitalization	\$ 4,269.00

S12 BELMONT COUNTY PORT AUTHORITY FUND

E-9799-S012-S07.000	Professional Services	\$94,321.54
E-9799-S012-S21.000	Armory Property	\$ 6,880.86

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND

E-1520-S077-S01.002	Salaries	\$17,386.75
E-1520-S077-S02.005	Medicare	\$ 252.00

E-1520-S077-S03.003	PERS	\$ 2,434.25
E-1520-S077-S04.006	Hospitalization	\$ 3,184.00
E-1520-S077-S05.004	Workers Comp	\$ 313.00
<u>W98 CEBCO WELLNESS GRANT FUND</u>		
E-1498-W098-W09.000	2016 Expenses	\$ 6,096.00
Upon roll call the vote was as follows:		
	Mr. Thomas	Yes
	Mr. Meyer	Yes
	Mr. Dutton	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE P90-LEPC FUND/CLOSED CARRY-OVER PO**

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 18, 2017:

CARRYOVER PO THAT HAS BEEN CLOSED AND REQUIRE REAPPROPRIATION

<u>P90 Special Emergency Planning Fund/EMA</u>		
E-1720-P090-P03.000	Other Expenses	\$12,205.02
Upon roll call the vote was as follows:		
	Mr. Thomas	Yes
	Mr. Dutton	Yes
	Mr. Meyer	Yes

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR DECEMBER, 2016**

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following transfer of funds for the Y-95 Employer's Share PERS/ Holding Account for the month of December, 2016.

Gross Wages P/E 12/10/16 THRU 12/24/16

General Fund	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	6,327.28
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	813.03
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,346.24
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,887.09
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,898.87
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	212.80
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,895.43
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,706.12
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	731.28
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,890.04
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	7,198.78
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	576.61
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	6,567.66
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,588.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,728.82
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,759.78
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,496.42
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,059.17
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,743.86
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	12,379.52
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,938.33
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	905.68
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,193.52
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,529.26
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,020.05
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	392.59
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			94,818.53
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,050.62
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,455.14
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	402.85

Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	380.52
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	516.88
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	555.38
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	554.86
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	220.78
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,069.08
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	46,259.75
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,170.77
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,789.86
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,846.09
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,700.55
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,326.61
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,086.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	313.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,506.45
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	559.93
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	587.26
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	359.69
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,187.61
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,428.26
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	9,489.33
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	888.78
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,770.63
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	173.47
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	39.85
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,130.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,961.31
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,568.70
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,827.07
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.38
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	29,048.05
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	15,637.68
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	360.76
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	80.60
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,849.45
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	409.52
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	367.72
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	56.00

WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,417.10
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	539.14
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	280.00
			279,045.21

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated January 18, 2017, 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 to order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to request the Belmont Co. Budget Commission certify the following monies. **CORSA REIMBURSEMENT/WATER DAMAGE-HEALTH DEPT.-\$35,301.22** deposited into R-0040-A000-Q00.500 on 1/13/17. *Claim No. 0160027778-Water Damage/Health Dept.-DOL 8/20/16.*

W98 CEBCO WELLNESS GRANT FUND/2016 REIMBURSEMENT-\$6,096.00 deposited into R-1498-W098-W10.501 on 1/09/17. *Reimbursement from CEBCO for their half of 2016 expenses.*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS-Vince Gianangeli to attend OJFSDA Fiscal Committee meetings, District Director's Association meetings and General Session meetings throughout the year. Estimated expenses:\$1,1972.60. **Shelley Schramm** to Marysville, OH, on January 24, 2017, to attend a Monthly Readiness meeting for OBWP. Estimated expenses:\$12.00. A county vehicle will be used for travel.

ENGINEERS-Terry Lively to Dublin, OH, on February 9-10, 2016, to attend the Ohio County Engineers Conference. Estimated expenses: \$450.00.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE COUNTY COMMISSIONER CERTIFICATION FOR THE STATE FY 2017 LEPC GRANT APPLICATION ON BEHALF OF BELMONT COUNTY LEPC

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the signing and submittal of the County Commissioner Certification for the State Fiscal Year 2017 Grant Application on behalf of the Belmont County Local Emergency Planning Committee.

I, THE UNDERSIGNED, REPRESENT TO THE SERC THAT ALL THE INFORMATION IS TRUE AND ACCURATE. I FURTHER REPRESENT THAT THE MONEY RECEIVED UNDER THIS GRANT PROGRAM WILL BE USED FOR THE ADMINISTRATION, DEVELOPMENT AND IMPLEMENTATION OF THE STATE SARA TITLE III PROGRAM WITHIN THE GUIDELINES MANDATED BY THE LAW AS PROVIDED IN CHAPTER 3750 OF THE REVISED CODE, FOR THE BELMONT COUNTY L.E.P.C.

Josh Meyer

J. P. Dutton

Mark A. Thomas

(Print or Type)COUNTY COMMISSIONERS' NAMES

Josh Meyer /s/

J. P. Dutton /s/

Mark A. Thomas /s/

COUNTY COMMISSIONERS' SIGNATURES

1/18/17

Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF LIQUOR PERMIT FOR JLK CARRYOUT LLC, DBA JLK CARRYOUT & PATIO

Motion made by Mr. Thomas, seconded by Mr. Meyer to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new D3 liquor license, Permit No. 4179189, for JLK Carryout LLC,

DBA JLK Carryout & Patio, 56709 Belmont Ridge Road, Washington Township, Beallsville, Ohio 43716. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING APPOINTMENTS
AND REAPPOINTMENTS TO THE OMEGA MEMBERSHIP
AND EXECUTIVE BOARD FOR 2017**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following appointments and reappointments to the OMEGA Membership and OMEGA Executive Board for 2017:

<u>OMEGA Membership</u>	<u>OMEGA EXECUTIVE BOARD</u>
Mark A. Thomas, Commissioner	J. P. Dutton
J. P. Dutton, Commissioner	Mark A. Thomas-Alternate
Josh Meyer, Commissioner	
Andy Sutak, Auditor	
Larry Merry, Port Authority Director	
Sue Douglass, Exec Dir., Bel Co. CIC/DOD	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPOINTMENTS
TO THE BELMONT COUNTY LAND REUTILIZATION
CORPORATION BOARD OF DIRECTORS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following appointments to the Land Reutilization Corporation Board of Directors:

<u>APPOINTMENT:</u>	<u>TERM EXPIRATION:</u>
Commissioner Mark A. Thomas	December 31, 2018
Commissioner Josh Meyer	January 1, 2021

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADOPTING RESOLUTION
GRANTING AUTHORITY TO THE DIRECTOR OF BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES TO TRANSFER FUNDS
FROM THE PA FUND TO THE CSEA FUND FOR SFY 2017**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adopt the following:
RESOLUTION

Whereas, the Child Support Enforcement Agency (CSEA) of Belmont County operates an administrative fund for the operation of a child support enforcement program; and

Whereas, the activities of the child support enforcement program are allowable activities as defined by Ohio Administrative Code 5101:9-6-83; and

Whereas, in order to properly access these fund for this purpose, the funds must be transferred from the Public Assistance (PA) Fund in which they are received from the Ohio Department of Job and Family Services into the CSEA Fund of the Belmont County Department of Job and Family Services.

Now, Therefore Be It Resolved, the Board of Commissioners of Belmont County on this 18th day of January, 2017, do hereby grant to Vince Gianangeli, Director of the Belmont County Department of Job and Family Services, the authority to approve the transfer of \$150,000.00 of Income Maintenance allocation from the PA Fund to the CSEA Fund. This transfer is made available due to the ability of the Job and Family Services agency to share the allocation with the CSEA.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING THE RELEASE OF ROAD
USE MAINTENANCE AGREEMENTS (RUMAS) FROM
BLUE RACER MIDSTREAM, LLC, FOR THE USE OF
2.0 MILES/ENGINEERS**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the release of a Road Use Maintenance Agreement (RUMA) dated March 30, 2016, from Blue Racer Midstream, LLC, for the use of 2.0 miles of CH 56 (Vineyard Road), based upon the recommendation of Terry Lively, County Engineer. Blue Racer no longer needs this roadway for pipeline construction and it has been restored to the County Engineer's satisfaction.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE
AGREEMENT WITH GULFPORT ENERGY CORPORATION FOR DRILLING
ACTIVITY/VARIOUS PADS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into a Roadway Use Maintenance Agreement with Gulfport Energy Corporation, effective January 18, 2017, for the use of 3.8 miles of CR 2 (Deep Run Road), Bridge #BEL-C0002-00219N, Bridge BEL-0002-0304N and Bridge #BEL-C0002-00020N for drilling activity at various pads.

Note: No Bond needed per County Engineer Terry Lively. Gulfport will be paving the road.

**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 Gulfport Energy

Corporation, whose address is 14313 North May Avenue, Suite 100, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Pease 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 Various pads including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Various pads (hereafter collectively referred to as "oil and gas development site") located in Pease Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 2.85 miles of CR 2, Deep Run Road, Bridge #BEL-C0002-00219N, Bridge BEL-0002-0304N and Bridge #BEL-C0002-00020N for the purpose of ingress to and egress from the various pads for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the various pads (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be

determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. The portion of CR 2, Deep Run Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 647 and going east for approximately 3.8 miles to the intersection with TR 469, Pattons Run Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 2 for any of its Drilling Activities hereunder.

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

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

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

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

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

- 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.

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

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

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

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

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

- 14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 15. Agreement shall be governed by the laws of the State of Ohio.
- 16. This Agreement shall be in effect on January 18, 2017.
Executed in duplicate on the dates set forth below.

<u>Authority</u>	<u>Operator</u>
By: <u>Mark A. Thomas /s/</u>	By: <u>Doug Schrantz /s/</u>
Commissioner	
By: <u>J. P. Dutton /s/</u>	Printed name: <u>Doug Schrantz</u>
Commissioner	
By: <u>Josh Meyer /s/</u>	Company Name: <u>Gulfport Energy Corporation</u>
Commissioner	
By: <u>Terry Lively /s/</u>	Title: <u>Director of Infrastructure</u>
<u>Fred Bennett, County Engineer</u> <u>Terry D. Lively</u>	
Dated: <u>01/13/17</u>	Dated: <u>9/27/16</u>

Approved as to Form:
David K. Liberati /s/ assist

County Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE AGREEMENT WITH OHIO GATHERING COMPANY, LLC, FOR PIPELINE ACTIVITY

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into a Roadway Use Maintenance Agreement with Ohio Gathering Company, LLC, effective January 18, 2017, for the use of 0.95 miles of CR-4 (Barton Road), 0.80 miles of CR-10 (Barton-Blaine Road), 0.55 miles of CR-14 (Farmington Road), 0.20 miles of CR-20 (Blaine-Chermont Road), 1.55 miles of CR-18 (Chermont Road) and 1.60 miles of CR-6 (Sharon Road) for pipeline activity.

Note: County wide bond #K08271410 for \$5 million on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville Ohio 43950 (hereafter "Authority"), and Ohio Gathering Company, L.L.C., whose mailing address is 43050 Industrial Park Road, Cadiz, Ohio 43907 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the owner of certain right of way and field agreements, and intends to construct, operate and maintain certain facilities (Ohio Gathering Company Pipelines), including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the (Ohio Gathering Company Pipelines) (hereafter collectively referred to as "Pipeline Activity") located in Colerain and Richland Townships, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 0.95 miles of CR-4 (Barton Road), 0.80 miles of CR-10 (Barton- Blaine Road), 0.55 miles of CR-14 (Farmington Road), 0.20 miles of CR-20 (Blaine-Chermont Road), 1.55 miles of CR-18 (Chermont Road) and 1.60 miles of CR-6 (Sharon Road) for the purpose of ingress to and egress from the pipeline facilities (Ohio Gathering Company Pipelines), for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 8 below shall apply;

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

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

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

1. The portion of CR-4 (Barton Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-12 (Mercer Road) and ending at the intersection of CR-10 (Barton-Blaine Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-4 (Barton Road) for any of its Pipeline Activities hereunder.
2. The portion of CR-10 (Barton-Blaine Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-4 (Barton Road) and ending at the existing well pad access road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-10 (Barton-Blaine Road) for any of its Pipeline Activities hereunder.
3. The portion of CR-14 (Farmington Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-544 (Zunick Road) and ending at the intersection of T R-439 (Swingle Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-14 (Farmington Road) for any of its Pipeline Activities hereunder.
4. The portion of CR-20 (Blaine-Chermont Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-18 (Chermont Road) and ending at the well pad access road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-20 (Blaine-Chermont Road) for any of its Pipeline Activities hereunder.
5. The portion of CR-18 (Chermont Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of US-250 and ending at the intersection of CR-20 (Blaine-Chermont Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-18 (Chermont Road) for any of its Pipeline Activities hereunder.

6. The portion of CR-6 (Sharon Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of US-250 (Colerain Road) and ending at the intersection of CR-14 (Farmington Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-6 (Sharon Road) for any of its Pipeline Activities hereunder.
7. 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.
8. 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.
9. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
10. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall 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.
11. 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.
12. 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.
13. 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.
14. 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 the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Laws.
15. 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 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 road pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
16. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
17. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
18. 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 invalidate shall remain in full force and effect.
19. Agreement shall be governed by the laws of the State of Ohio.
20. This Agreement shall be in effect on January 18, 2017.

Executed in duplicate on the dates set forth below.

Authority
 By: Mark A. Thomas /s/
 Commissioner
 By: J. P. Dutton /s/
 Commissioner
 By: Josh Meyer /s/
 Commissioner
 By: Terry Lively /s/
 County Engineer

Operator
 By: David Ledonne /s/
 Printed name: David Ledonne
 Company Name: Ohio Gathering Company, L.L.C.
 Title: Vice President of Ohio Gathering Co., LLC
 Dated: _____

Dated: 01/12/17
 Approved as to Form:
David K. Liberati /s/ assist
 County Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE AGREEMENT WITH STRIKE FORCE EAST, LLC, FOR PIPELINE OR DRILLING ACTIVITY/MARAUDER PHASE III PIPELINE & TYGERR COMPRESSOR STATION

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into a Roadway Use Maintenance Agreement with Strike Force East, LLC, effective January 18, 2017, for the use of 1.63 miles of CR 54 (Pipe Creek Road) for pipeline or drilling activity at the Marauder Phase III pipeline and Tygerr Compressor Station.

Note: County wide bond #B009860 for \$2 million on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Strike Force East, LLC whose address is 2200 Rice Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Mead 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 [Marauder Phase III pipeline and Tygerr Compressor Station], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Marauder Phase III pipeline and Tygerr Compressor Station] (hereafter collectively referred to as "oil and gas development site") located in Mead Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 1.63 miles of CR 54 (Pipe Creek Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [Marauder Phase III pipeline and Tygerr Compressor Station], for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or Drilling Activity"); and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 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 or Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline or Drilling Activity related to such sites.

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

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

1. The portion of CR 54 (Pipe Creek Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR 7 and ending at the intersection with TR 130 (Shroder Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 54 (Pipe Creek Road) for any of its Pipeline or Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline or Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline or Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline or Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
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 Pipeline or Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline or Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$652,000 & 00/100 DOLLARS (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied. The Operator has obtained a County-Wide Bond (B009860) in the amount of \$2,000,000 (Two Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.
 - 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.
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 acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. 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.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on January 18, 2017.

Executed in duplicate on the dates set forth below.

<p><u>Authority</u></p> <p>By: <u>Mark A. Thomas /s/</u></p> <p style="text-align: center;">Commissioner</p> <p>By: <u>J. P. Dutton /s/</u></p> <p style="text-align: center;">Commissioner</p> <p>By: <u>Josh Meyer /s/</u></p> <p style="text-align: center;">Commissioner</p> <p>By: <u>Terry Lively /s/</u></p> <p style="text-align: center;">County Engineer</p> <p>Dated: <u>01/12/17</u></p> <p>Approved as to Form: <u>David K. Liberati /s/ assist</u></p> <p style="text-align: center;">County Prosecutor</p>	<p><u>Operator</u></p> <p>By: <u>Joshua Snedden /s/</u></p> <hr/> <p>Printed name: Joshua Snedden</p> <hr/> <p>Company Name: Strike Force East, LLC</p> <hr/> <p>Title: Midstream Permitting Specialist</p> <hr/> <p>Dated: <u>12/16/16</u></p>
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE AGREEMENT WITH RICE OLYMPUS MIDSTREAM, LLC, FOR PIPELINE OR DRILLING ACTIVITY DOMINATOR TO SMASHOSAURUS PIPELINE

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into a Roadway Use Maintenance Agreement with Rice Olympus Midstream, LLC, effective January 18, 2017, for the use of 2.82 miles of CR-5 (Ramsey Ridge Road) and 1.76 miles of CR-56 (Mt. Victory Road) for pipeline or drilling activity at the Dominator to Smashosaurus Pipeline.

Note: County wide bond #B008958 for \$3 million on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Rice Olympus Midstream, LLC whose address is 2200 Rice Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Dominator to Smashosaurus Pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Dominator to Smashosaurus Pipeline] (hereafter collectively referred to as "oil and gas development site") located in Smith, Mead, and Washington Townships in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 2.82 miles of CR 5 (Ramsey Ridge Road) and 1.76 miles of CR 56 (Mt Victory Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the (Dominator to Smashosaurus Pipeline), for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 5 (Ramsey Ridge Road) to be utilized by Operator hereunder, is that exclusive portion beginning at SR 147 and ending at the intersection with TR 127 (Thompson Ridge Run) It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 (Ramsey Ridge Road) for any of its Pipeline or Drilling Activities hereunder.
2. The portion of CR 56 (Mt Victory Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR 5 (Ramsey Ride Road) and ending at the intersection with TR 126 (Moores Run Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 (Mt Victory Road) for any of its Pipeline or Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline or Drilling Activity by Operator, at Operator's sole expense,

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

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

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline or Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were

in prior to the Operator's use for its Pipeline or Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$1,832,000 & 00/100 DOLLARS (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied: The Operator has obtained a County-Wide Bond (B008958) in the amount of \$3,000,000 (Three Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.

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

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

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

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

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

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

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

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

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

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

16. This Agreement shall be in effect on January 18, 2017.

Executed in duplicate on the dates set forth below.

Authority

By: *Mark A. Thomas* /s/

Commissioner

By: *J. P. Dutton* /s/

Commissioner

By: *Josh Meyer* /s/

Commissioner

By: *Terry Lively* /s/

County Engineer

Dated: 01/12/17

Approved as to Form:
David K. Liberati /s/ assist

County Prosecutor

Upon roll call the vote was as follows:

Operator

By: *Joshua Snedden* /s/

Printed name: Joshua Snedden

Company Name: Rice Olympus Midstream, LLC

Title: Midstream Permitting Specialist

Dated: 12/18/19

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ENTERING RENEWAL AGREEMENT
FROM SIMPLEX GRINNELL, LP, FOR FIRE ALARM PARTS
AND LABOR CONTRACT WITH ANNUAL INSPECTION/JAIL**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into a renewal agreement with SimplexGrinnell, LP for **Fire Alarm Parts and Labor Contract with Annual Inspection** for the Belmont County Jail in the amount of \$7,778.00, effective February 1, 2017 to January 31, 2018.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING AND EXECUTING A MEMORANDUM OF
UNDERSTANDING WITH SHERIFF DAVID LUCAS FOR REIMBURSEMENT
OF COST FOR ONE SECURPASS SECURITY SCANNING SYSTEM**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and execute a Memorandum of Understanding with Belmont County Sheriff David Lucas for the reimbursement of the cost for one SecurPASS Security Scanning System with installation and three-year warranty in the amount of \$162,050.00; thirty-six (36) monthly payments in the amount of \$4,501.39 each.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF
UNSPECIFIED DONATIONS TO BELMONT COUNTY ANIMAL
SHELTER FOR 4TH QUARTER 2016**

Motion made by Mr. Thomas, seconded by Mr. Dutton to acknowledge receipt of \$7,495.27 in unspecified donations to the Belmont County Animal Shelter for the fourth quarter of 2016, as follows: \$1,007.36 for October, \$3,391.94 for November, and \$3,095.97 for December.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

OPEN PUBLIC FORUM-Richard Hord asked for a status update regarding the razing of the old annex building off of Route 331(Old County Home). Mr. Thomas said this project was started in 2015 and due to "spinning wheels with bureaucracy and studies," he feels it is time to abandon the efforts to obtain possible federal dollars to help with this project. He has met with Auditor Andy Sutak regarding looking at funding sources for the demolition of the building. He said it is in complete disrepair and needs to come down.

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:35 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation, employment and dismissal of public employees.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF EXITING
EXECUTIVE SESSION AT 10:07 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:07 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF ACCEPTING THE RESIGNATION
OF SSOBC EMPLOYEE STACY M. SMITH**

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the resignation from Senior Services of Belmont County part-time Driver/Cook Stacy M. Smith, effective January 6, 2017, due to job abandonment.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:08 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 10:08 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Read, approved and signed this 25th day of January, 2017.

Mark A. Thomas /s/

January 18, 2017

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, Mark A. Thomas 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.

Mark A. Thomas /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK