

St. Clairsville, Ohio

January 28, 2015

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 Mrs. Favede, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-OACDL	2015 OVI Seminar-Robert Quirk-Public Defender/General Fund	410.00
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	88.52
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	1,141.41
D-Denise Wycherley	Interpreting fees/Eastern Ct. General Special Projects Fund	75.00
E-A.P. Wireless Investments	Lease/911 Fund	660.00
S-TSG	Offsite backup/Eastern Div. Ct. Computer Fund	88.86
S-TSG	UPS Tower/Eastern Div. Ct. Computer Fund	560.00
S-TSG	Data backup & vaulting/Northern Div. Ct. Computer Fund	138.24

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for January 28, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$51,363.63
A-GENERAL/AUDITOR	\$1,439.17
A-GENERAL/COMMON PLEAS	\$473.99
A-GENERAL/EMA	\$385.20
A-GENERAL/PROBATE COURT	\$941.40
A-GENERAL/SHERIFF	\$6,865.14
A-GENERAL/TREASURER	\$2,159.97
A-GENERAL/911	\$47,959.63
B-Dog Kennel	\$1,195.00
B-DUI Enforcement Education Fund	\$171.00
G-Lodging Excise Tax	\$24,167.00
H-Job & Family, CSEA	\$3,421.15
H-Job & Family, Family Children First	\$3,034.00
H-Job & Family, Public Assistance	\$35,136.51; \$399.00; \$14,511.25
H-Job & Family, WIA	\$622.20
J-Real Estate Assessment	\$122.85
K-Engineer MVGT	\$20,575.45
M-Juvenile Ct. Placement I	\$29,337.48
M-Juvenile Ct. Placement II	\$416.30
M-Juvenile Ct. Intake and Diversion	\$17.98
M-juvenile Ct. Intake Coordinator	\$722.93
M-Juvenile Ct. Title IV-E Reimb.	\$2,297.19
N-Capital Projects-Facilities	\$21,055.00
N-Cap. PRJ/E. OH Reg Ind Park W/S	\$540.00
N-EORIP Water Line Grant	\$2,810.16
N-SSD#1 Capital Improvements	\$18,950.00
P-Oakview Admn. Bldg.	\$3,344.43
P-Sanitary Sewer District	\$880.03; \$83,321.18; \$19,902.75; \$67,980.58; \$55.87; \$20.95
S-Common Pleas Ct. Gen. Special Projects	\$1,567.00
S-District Detention Home	\$5,269.01
S-Eastern Ct. Gen. Special Projects	\$132.50
S-Job & Family, Children Services	\$76,442.50; \$1,890.63
S-Juvenile Ct. Special Projects	\$171.80
S-Northern Ct. Gen. Special Projects	\$56.60
S-Oakview Juvenile Residential Center	\$7,277.36; \$13,386.10; \$345.15; \$491.33
S-Port Authority	\$2,301.16
S-Senior Services	\$17,757.69; \$7,625.00
S-Sheriff Commissary	\$3,524.00
S-Western Div. Ct. Computer	\$383.02
S-Western Ct. Gen. Special Projects	\$878.09
T-CDBG Grant	\$19,101.00
U-Sheriff's Reserve Account	\$14,184.32
W-CEBCO Wellness Grant	\$1,956.82
W-Law Library	\$1,547.41

Upon roll call the vote was as follows:

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

**H00 PUBLIC ASSISTANCE FUND/BCDJFS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H04.000 Contracts	E-2510-H000-H20.074 Transfers Out	\$9,003.00

**K00 MVGT/ENGINEERS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2813-K000-K27.012 Equipment	E-2813-K000-K44.050 Principal	\$86,000.00
E-2813-K000-K27.012 Equipment	E-2813-K000-K45.051 Interest	\$1,715.22

**BCSSD/VARIOUS FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P33.007 Unemployment	\$1,200.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P32.007 Unemployment	\$3,000.00
E-3707-P056-P16.074 Transfers Out	E-3707-P056-P18.000 Yorkville Renovations	\$1,400.00
E-3709-P059-P05.011 Contract Services	E-3709-P059-P07.000 Materials	\$500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

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

**GENERAL FUND AND THE Y88 BELMONT COUNTY DRUG TASK FORCE FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund-Miscellaneous</i>	<i>Drug Task Force Fund/Y88</i>	
E-0257-A015-A15.074 Transfers Out	R-9888-Y088-Y01.500 Donations	\$6,500.00

**H00 PUBLIC ASSISTANCE FUND AND H11 FAMILY & CHILDREN FIRST COUNCIL/BCDJFS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H20.074 Transfers Out	R-2770-H011-H06.500 System of Care	\$9,003.00

**T10 WATER & SEWER GUARANTEE DEPOSIT FUND AND VARIOUS FUNDS/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$85.20
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$482.52
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$148.50
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$58.50
E-3711-T010-T04.074 Transfers Out	R-3707-P056-P08.574 Transfers In	\$84.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING**

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated January 28, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION**

**FOR COUNTY EMPLOYEES TO TRAVEL**

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

**DJFS** – Linda Kinter to travel to Marysville, OH, on Jan. 27, 2015, to attend Ohio Benefits Monthly Meeting. Vince Gianangeli to travel to Columbus, OH, on March 17-18, 2015, to attend Statehouse Day. Estimated expenses: \$330.60

**SENIOR SERVICES** – Sue Neavin and seniors to travel to Moundsville, WV, on Feb. 12, 2015 for a senior center outing. All Senior Centers to travel to Wheeling, WV, on Feb. 24, 2015, for an outing. County vehicles will be used for travel.

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 Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 3 and December 11, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE**

**AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH**

**GULFPORT ENERGY CORP./PLUMLY II PAD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation, effective January 28, 2015, for the purpose of ingress and egress for “Drilling Activity” at the following site:

0.35 mi. of CR 102 (Johnson Ridge Road) from the Plumly II Pad.

*Note: No Bond needed per County Engineer. Gulfport will upgrade the road in the spring.*

**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 Somerset Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

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

**WHEREAS**, Operator intends to commence use of 0.35 mile of CR 102, Johnson Ridge Road for the purpose of ingress to and egress from the Plumly II pad for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Plumly II pad (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 102, Johnson Ridge Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 800 and going west for 0.35 mile to the intersection with TR 12, Slope Creek Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 102 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.

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

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

- 11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator’s use of the roads pursuant to this Agreement.
- 12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.
- 13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 15. Agreement shall be governed by the laws of the State of Ohio.
- 16. This Agreement shall be in effect on January 28, 2015.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/

Commissioner

By: Ginny Favede /s/

Commissioner

By: Mark A. Thomas /s/

Commissioner

By: Fred F. Bennett /s/

Fred Bennett, County Engineer

Dated: 1-28-15

Approved as to Form:

David K. Liberati /s/ (Assistant)

County Prosecutor

**Operator**

By: Doug Schrantz /s/

Printed name: Doug Schrantz

Company Name: Gulfport Energy Corporation

Title: Director of Infrastructure

Dated: 1/15/15

**Appendix A**

Operator shall:

The major portion of this road has been upgraded already by the operator. The rest of the road will be upgraded in the near future.

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by Operator’s Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator’s Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner’s designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator’s compliance with Ohio’s Prevailing Wage laws.

Authority shall:

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP./WATER TRANSFER ACTIVITY /CARPENTER IMPOUNDMENT**

Motion to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation, effective January 28, 2015, for the purpose of ingress and egress for “Water Transfer Activity” at the following site:

4.2 mi. of CR 128 (Boston Road) from the Carpenter Impoundment.

*Note: No Bond needed per County Engineer. Most of the road (4.0 mi.) is already under a RUMA & the extra 0.2 mi. is for very little traffic to build a waterline for fracking.*

**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 Somerset Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Carpenter Impoundment including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Carpenter Impoundment(hereafter collectively referred to as “water transfer facility”) located in Somerset Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 4.2 miles of CR 128, Boston Road for the purpose of ingress to and egress from the Carpenter Impoundment for traffic necessary for the purpose of constructing impoundments, constructing temporary waterlines and pumping water at the Carpenter Impoundment (hereinafter referred to collectively as “Water Transfer 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 Water Transfer 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-Water Transfer Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Water Transfer 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 Water Transfer Activity, prior to the start of Water Transfer 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 CR128, Boston Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 379 and then southerly for 4.2 miles to the intersection with TR 16, Betts Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 128 for any of its Water Transfer 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 Water Transfer 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 Water Transfer 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 Water Transfer 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 Water Transfer 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.

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

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

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

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

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

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

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

16. This Agreement shall be in effect on  January 28 , 2015.

Executed in duplicate on the dates set forth below.

**Authority**

By:  Matt Coffland /s/

Commissioner

By:  Ginny Favede /s/

Commissioner

By:  Mark A. Thomas /s/

Commissioner

**Operator**

By:  Doug Schrantz /s/

Printed name:  Doug Schrantz

Company Name:  Gulfport Energy Corporation

By: Fred F. Bennett /s/

Title: Director of Infrastructure

Fred Bennett, County Engineer

Dated: 1-28-15

Dated: 12/16/14

Approved as to Form:

David K. Liberati /s/ (Assistant)

County Prosecutor

**Appendix A**

Operator shall:

The major portion of this road has been upgraded already by the operator. The rest of the road will be monitored for damage.

- 1) Provide for videotaping of the route prior to Water Transfer Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) ~~Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.~~
- 3) ~~Upgrade CR/TR in accordance with the attached plans and/or county standards.~~
- 4) Maintain CR 128 during water transfer Activities for those damages caused by Operator's Water Transfer Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Water Transfer 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 Water Transfer Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Water Transfer Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION**  
**TEMPORARILY REDUCING LEGAL AXLE LOAD LIMIT**  
**ON MEAD TOWNSHIP ROAD TR 714 (WARREN HILL ROAD)/ENGINEER**

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the following:

**RESOLUTION**

**Whereas**, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;

**Whereas**, the Belmont County Board of Commissioners have received a request from the Mead Township Trustees requesting that the legal axle load limit on TR 714 (Warren Hill Road) be reduced by fifty percent (50%), and;

**Whereas**, the Belmont County Engineer has recommended that the Mead Township Trustees' request be granted.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on TR 714 (Warren Hill Road) in Mead Township be reduced by fifty percent (50%) for the period beginning February 1, 2015 and ending April 15, 2015.

Upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mr. Thomas	<u>Yes</u>

Adopted January 28, 2015

**IN THE MATTER OF ADVERTISING FOR BIDS TO HAUL**  
**APPROXIMATELY 1 MILLION GALLONS OF SLUDGE PER YEAR/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids to haul approximately 1 million gallons of sludge per year (2 year contract) from the Fox Shannon Wastewater Treatment Plant to an approved site, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District.

**NOTICE TO BIDDERS**

**BELMONT COUNTY COMMISSIONERS' OFFICE**  
**ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:30 A.M.** (Local Time) **Wednesday, February 18, 2015, for hauling approximately 1 million gallons of sludge per year from the Fox Shannon Wastewater Treatment Plant to an approved site**, for the Belmont County Sanitary Sewer District, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. -OR-
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein.

The Belmont County Commissioners reserve the right to reject any and or all bids, 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. No single factor will control the Boards' decision to award, and the Board reserves the right to exercise its full discretion.

By order of the Board of Commissioners  
of Belmont County, Ohio

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

**Times Leader Advertisement: Two (2) Tuesdays, February 3, 2015 and February 10, 2015**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION TO APPROVE  
THE SOLID WASTE MANAGEMENT PLAN FOR THE JEFFERSON/  
BELMONT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution to approve the Solid Waste Management Plan for the Jefferson/Belmont Regional Solid Waste Management Authority.

**A RESOLUTION TO ADOPT THE SOLID WASTE MANAGEMENT PLAN  
FOR THE JEFFERSON/BELMONT REGIONAL SOLID WASTE MANAGEMENT  
AUTHORITY**

WHEREAS; Belmont County is located within the jurisdiction of the Jefferson/Belmont Regional Solid Waste Management Authority (Authority).

WHEREAS; the Authority Board of Trustees prepared and adopted a final draft of the Solid Waste Management Plan in accordance with Ohio Revised Code Sections 3734.53, 3734.54 and 3734.55.

WHEREAS; the Authority has provided a copy of the Draft Final Solid Waste Management Plan for ratification to each of the legislative authorities of the Authority.

WHEREAS; Belmont County must decide whether it approves of said Solid Waste Management Plan within sixty days of receipt (January 23, 2015 – March 23, 2015) of the Final Draft Plan.

NOW, Therefore, Be It Resolved by the Belmont County Board of Commissioners

1. The County of Belmont either (please indicate):
  - a. x approves the Authority Solid Waste Management Plan; or
  - b. \_\_\_\_\_ disapproves the Authority Solid Waste Management Plan
2. The Clerk is hereby directed to send the Authority a copy of this resolution to the attention of Mr. Clifford Meyer, Executive Director, Jefferson/Belmont Regional Solid Waste Management Authority, 115 South 3<sup>rd</sup> Street, Suite 109, Steubenville, OH 43952; and
3. That it is found and determined that all formal actions of this Board concerning and relating to the passage of this resolution/ordinance were adopted in an open meeting of this Board and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Sections 121.22 of the Ohio Revised Code.

Approved: Yes Date: January 28, 2015 OR

Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Appropriate Officers:

Mark A. Thomas /s/  
Mark A. Thomas, President  
Ginny Favede /s/  
Ginny Favede, Vice-President  
Matt Coffland /s/  
Matt Coffland

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Thomas Hauner inquired about the added assessment on his tax bill. There was no explanation given. He found out from the Treasurer’s Department that it is for the J. B. Green Team. He asked what do we owe the J.B. Green team to be bailing them out? He feels it could be a legal issue. Mr. Thomas stated Mr. Coffland was the most current chair and Mrs. Favede is the current chair. This decision to implement the special assessment was done by the J.B. Green Team board, not the Board of Commissioners, by statute 343.08. It is across the board, \$12.92 a year. Mr. Coffland said the solid waste that was coming in from out of state quit coming in, which funded over \$1.4 million to the J.B Green Team. 74% of the budget had to be cut. Services were cut back and personnel were cut. They came up with what was needed to continue recycling services, which is required by state code. At the same time, they tried to implement a new solid waste plan which allows them to go after a designation fee. A designation fee is for anyone hauling trash out of Belmont or Jefferson County to another location. That allows them to go after the companies that haul out of state and the oil and gas drill cuttings. This will offset the cost of what the residents pay. Jefferson County has not approved the plan yet. It was passed in Belmont County. Once the plan passes, we should be able to cut the fee at least in half, maybe more. To maintain close to the service we had, they had to come up with some sort of funding which is mandated by the state and EPA and show some sort of income. We are required by law to do a certain percentage of recycling. It has nothing to do with private pick up. John Swan said he was upset not to be notified of this. Mr. Coffland said it has been in the paper for months and on the news. This assessment is also on Jefferson County’s parcels. The assessment is on each improved parcel. Mr. Swan is concerned that the parcels of non-profit organizations are also charged the fee. Mr. Coffland said they are looking into reviewing that issue. Mrs. Favede spoke to almost half of the J.B. Green Team board and they weren’t aware of the non-profits being assessed. A special meeting will be called to discuss this issue. Mr. Coffland said clean-up days were cut and they got rid of an education officer. They had to cut back from 100% to 50% of the money donated to the schools from the recycling collections. Mr. Thomas noted the importance of education and maybe a press release. The law requires every county to form or be a part of a Solid Waste Management District. It’s not an issue of profitable or not. If the new plan doesn’t pass, the EPA, per law, creates the plan and takes away the designation fee.

Richard Hord requested an update on the land bank. Mrs. Favede said in the beginning of January an informational forum was held with all of the county offices that will be affected and/or asked to work with the land bank. The Belmont County Land Reutilization Corporation had a board retreat to educate members. They are progressing on requiring properties in Bridgeport, Bellaire and Martins Ferry. A list of homes has been turned over to the land bank. An attorney is doing some research on title work. A.C. Wiethe, Director, is soliciting bids for demo work. Insurance coverage is being finalized. Twenty properties need required by the end of March. We had to enter a Memorandum of Understanding with those entities. We chose to solicit Memorandum of Understandings with all entities in the county so when we acquire additional money, we have the paper work under way.

**BREAK**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION**

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

*Note: (Interviews at 10:00 am and 10:45am)*

Upon roll call the vote was as follows:

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

*Note: Commissioner Thomas left after the 2<sup>nd</sup> interview.*

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:56 P.M.**

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

Upon roll call the vote was as follows:

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

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

**BREAK UNTIL MONDAY.**

**RECONVENED MONDAY, FEBRUARY 2, 2015, AT 12:00 P.M. ALL COMMISSIONERS PRESENT.**

**12:30 Agenda Item: Executive Session-ORC 121.22(G)(1) Personnel Exception**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session 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. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

*Note: Commissioner Thomas stepped out during executive session.*

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 1:22 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 1:22 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of February, 2014.

\_\_\_\_\_

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

\_\_\_\_\_

We, Mark 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.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK