

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 APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland 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 \$830,801.97**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P03.000 Travel	E-1511-W080-P02.010 Supplies	\$70.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE CAPITAL PROJECTS-FACILITIES FUND/N29**

Motion made by Mr. Thomas, seconded by Mrs. Favede 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 2, 2015:

E-9029-N029-N04.055	Other Expenses	\$ 232.00
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*Additional for Change Order #1 for roof repair on the Sargus GSP Building//Kalkreuth.*

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 Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated August 26, 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 to order.

Upon roll call the vote was as follows:

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

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

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

**BELMONT COUNTY COMMISSIONERS' STAFF** – Laura Ellis to Marysville, OH, on August 24, 2015 for training session and to Columbus, OH, on November 17, 2015 to attend the Ohio Attorney's Sunshine Law training. Estimated expenses: \$246.00

**SENIOR SERVICES** – Mike McBride to Sugar Creek, OH, on August 28, 2015, for a senior outing. Linda Wells to Kidron, OH, on September 3, 2015, for a senior outing. Sue Hines to Woodsfield, OH, on September 22, 2015, for a senior 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 Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of July 22, July 29, and August 5, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CHANGING COMMISSIONERS' MEETING DAY**

Motion made by Mr. Thomas, seconded by Mr. Coffland to hold the Board's regular meeting on Tuesday, September 15, 2015 instead of Wednesday, September 16, 2015 at 9:00 a.m. and to notify the media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE PREVENTION.**

**RETENTION AND CONTINGENCY (PRC) PLAN ON BEHALF OF BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept and sign the Belmont County Prevention, Retention and Contingency (PRC) Plan, revised and effective August 2015, as submitted by the Belmont County Department of Job and Family Services in coordination with the Belmont County Family Services Planning Committee per ORC 329.06.

*Note: The PRC Program provides assistance to Children Services families and emancipated foster care youth with a child.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS  
FLUSHING SENIOR CENTER RENOVATION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize for bids for the **Flushing Senior Center Renovation project** and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**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, SEPTEMBER 23, 2015**, for the **"Flushing Senior Center Renovation"**, 208 High Street, Flushing, Ohio, 43977, and then at said office publicly opened and read aloud.

A mandatory pre-bid meeting will be held at the project site, 208 High Street, Flushing, Ohio 43977, Wednesday September 9 at 1:00 PM, 2015. A question and answer period will be held after the project review.

Copies of the plans, specifications and bid forms may be obtained at the pre-bid meeting or from the Architect at DDP and Associates architects/planners main office at 614-262-7973 prior to the pre-bid meeting upon receipt of a \$100.00 non refundable business check made payable to the architect. Architects office hours are 8:00 A.M. to 5:00 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 (C) 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.

Bidders must also comply with the prevailing wage rates for Public Improvements in Belmont County, Ohio as determined by the Davis-Bacon Act (Davis-Bacon Wage Determination Database).

Each proposal 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 or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

No bidder may withdraw his/her bid within 60 days after the actual date of the opening thereof by the order of the Commissioners, Belmont County, Ohio.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By order of the Board of Commissioners  
of Belmont County, Ohio  
*Jayne Long /s/*  
Jayne Long, Clerk

**Times Leader Advertisement: Mondays, August 31 and Tuesday, September 8, 2015.**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR THE SENIOR SERVICES OF  
BELMONT COUNTY COMMUNITY BUILDING PROJECT**

Motion made by Mr. Coffland, seconded by Mr. Favede to award the bid for the Senior Services of Belmont County Community Building Project to the lowest and best bidder, VendRick Construction, Inc., in the amount of \$6,154,000.00, based upon the recommendation of Jeremy Greenwood, GreenCore Designs, Inc. and further authorize Commission President Mark A. Thomas to sign the Notice of Award for said project.

Upon roll call the vote was as follows:

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

**DOCUMENT 005100 - NOTICE OF AWARD**

**1.1 BID INFORMATION**

- A. Bidder: VendRick Construction Incorporated
- B. Bidder's Address: 367 Collar Price Road, Brookfield, OH 44403
- C. Prime Contract: Senior Services of Belmont County - Community Building
- D. Project Name: Senior Services of Belmont County - Community Building
- E. Project Location: 45240 National Road, Saint Clairsville, OH 43950.
- F. Owner: Belmont County Commission - Senior Services of Belmont County
- G. Architect: GreenCore Designs, Inc. - Jeremy Greenwood, LEED A.P., R.A., NCARB
- H. Architect Project Number: 14-019

**1.2 NOTICE OF INTENT TO AWARD/AWARD OF CONTRACT**

- A. Notice: The above Bidder is hereby notified that their bid, dated August 19, 2015, for the above Contract has been considered and the Bidder is hereby awarded a contract for Senior Services of Belmont County Community Building - scope as listed in project documents.

- B. Alternates Accepted: The following alternates have been accepted by Owner and have been incorporated in the Contract Sum:

- 1. Alternate No. 1: \$260,000.00
- 2. Alternate No. 2: \$ 85,000.00
- 3. Alternate No. 3: Not Accepted
- 4. Alternate No. 4: \$30,000.00
- 5. Alternate No. 5: \$14,000.00
- 6. Alternate No. 6: Not Accepted
- 7. Alternate No. 7: \$50,000.00
- 8. Alternate No. 8: \$15,000.00

- C. Contract Sum: The Contract Sum is Six Million, One Hundred Fifty Four Thousand dollars and no cents (\$6,154,000.00).

**1.3 EXECUTION OF CONTRACT**

- A. Contract Documents: Copies of the Contract Documents will be made available to the Bidder immediately. The Bidder must comply with the following conditions precedent within 10 days of the above date of issuance of the Notice:
  - 1. Deliver to Owner four sets of fully executed copies of the Contract Documents.
  - 2. Deliver with the executed Contract Documents Bonds and Certificates of Insurance required by the Contract Documents.
  - 3. Insurance Verifications
- B. Compliance: Failure to comply with conditions of this Notice within the time specified will entitle Owner to consider the Bidder in default, annul this Notice, and declare the Bidder's Bid security forfeited.
  - 1. Within 10 days after the Bidder complies with the conditions of this Notice, Owner will return to the Bidder one fully executed copy of the Contract Documents.

1.4 NOTIFICATION

- A. This Notice is issued by:
  - 1. Owner: BELMONT COUNTY BOARD OF COMMISSIONERS.
  - 2. Authorized Signature: Mark A. Thomas /s/ (Handwritten signature).
  - 3. Signed By: Mark A. Thomas (Type or print name).
  - 4. Title: President

Belmont County Commission

**Discussion** – Mr. Coffland stated this is a Project Best project and the work will be done by local contractors. “We’re proud to support our local trades,” said Mr. Coffland. Mr. Thomas said the bids came in lower than the estimate. He also stated the new building will help senior get better service with a brand new kitchen and the ability for increased meal delivery. It will also be better working conditions for the kitchen staff and administrative staff. “It is a win-win for the taxpayers of Belmont County and for our great seniors,” said Mr. Thomas. The new building will not affect the current senior centers throughout the county. Mr. Coffland said the Engineer’s estimate was \$6.7 million, came in at \$6.1 plus. 2,000 seniors are serviced on a daily basis. Mrs. Favede said we are all affected by a senior citizen in our daily lives. Additional programs will be added in the future. Mr. Thomas added some things have been added to help with the life, repair and maintenance of the building, since the bid came in well under estimate. Mrs. Favede noted the building will be built on county owned property in front of the current building. The Board of Commissioners chose to not put the casino revenue in the General fund and designated the funds for community facilities.

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT MARK A. THOMAS TO SIGN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT FOR BELMONT COUNTY JUVENILE COURT’S TITLE IV-E PROGRAM**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commission President Mark A. Thomas to execute the Ohio Department of Job and Family Services Subgrant Agreement, G-1617-06-0291 for the Belmont County Juvenile Court’s Title IV-E program funds effective July 1, 2015 through June 30, 2017 in an amount not to exceed Two Million Dollars (\$2,000,000.00).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE NOTICE OF AWARD FOR THE WATER TREATMENT PLANT FINISHED WATER STORAGE TANK/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Notice of Award for the bid for the **Water Treatment Plant Finished Water Storage Tank** project to the only bidder, Mid Atlantic Storage Systems, Inc. in the amount of \$1,326,334.00, based upon the recommendation of Jeff Vaughn, Project Engineer.

**NOTICE OF AWARD**

To: Mid Atlantic Storage Systems, Inc.  
1551 Robinson Road  
Washington Court House, OH 43160

Project Description: **Water Treatment Plant Finished Water Storage Tank**

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids.

You are hereby notified that your Bid has been accepted for items in the amount of **\$1,326,334.00**.

If you fail to execute said Agreement within fifteen days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Date this 26<sup>th</sup> day of August, 2015.

Belmont County Commission \_\_\_\_\_  
 Owner  
 By: Matt Coffland /s/  
Mark A. Thomas /s/  
Ginny Favede /s/

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged

by Mid Atlantic Storage Systems, Inc.

this the \_\_\_\_\_ day of \_\_\_\_\_,

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

Title: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**Discussion** – Mr. Thomas noted the second water tank will allow the county to store valuable water for residents and business owners so work can be done on repairs, maintenance and upgraded to water wells on river in Village of Bellaire. This will allow more water to be drawn on a daily basis to help with the projected growth in the county.

**IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORPORATION.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation, effective August 26, 2015, for the purpose of ingress and egress for “Drilling Activity” at the following site:

0.6 miles of CR 86 (Pleasant Ridge Road) at the George pad.

Note: No Bond needed per County Engineer Fred Bennett. Gulfport will make improvements before work begins.

**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 Washington 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 George pad including the equipment, facilities, impoundments, and pipelines necessary for the operation of the George pad (hereafter collectively referred to as "oil and gas development site") located in Washington Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.6 mile of CR 86, Pleasant Ridge Road for the purpose of ingress to and egress from the George pad for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the George 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 86, Pleasant Ridge Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 148 and going north for 0.6 mile to the pad entrance. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 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 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.

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.

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 August 26, 2015.  
 Executed in duplicate on the dates set forth below.

<b>Authority</b>	<b>Operator</b>
By: <u>Matt Coffland /s/</u>	By: <u>Doug Schrantz</u>
Commissioner	
By: <u>Mark A. Thomas /s/</u>	Printed name: <u>Doug Schrantz</u>
Commissioner	
By: <u>Ginny Favede /s/</u>	Company Name: <u>Gulfport Energy Corporation</u>
Commissioner	
By: <u>Fred F. Bennett</u>	Title: <u>Director of Infrastructure</u>
Fred Bennett, County Engineer	
Dated: <u>8-26-15</u>	Dated: <u>8-10-15</u>
Approved as to Form: <u>David K. Liberati /s/ Assistant</u>	
County Prosecutor	

**Appendix A**

This RUMA is approved upon meeting the requirements of the Belmont County Sanitary Sewer District for crossing water and sewer lines. You must contact the BCSSD for their requirements at 740-695-3144.

Operator shall:

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.

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.

Upgrade CR/TR in accordance with the attached plans and/or county standards.

Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.

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.

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. 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:

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).

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:

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

**IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORPORATION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation, effective August 26, 2015, for the purpose of ingress and egress for "Water Transfer Activity" at the following site:

1.75 miles of CR 86 (Pleasant Ridge Road) at the ANGI Water Take Point.

Note: Bond No. RLB0016179 for \$350,000 on file.

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and 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 Washington 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 ANGI Water Take Point including the equipment, facilities, impoundments, and pipelines necessary for the operation of the ANGI Water Take Point (hereafter collectively referred to as "water transfer activity") located in Washington Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 1.75 miles of CR 86, Pleasant Ridge Road for the purpose of ingress to and egress from the ANGI Water Take Point for traffic necessary for the purpose of constructing temporary water take point at the ANGI Water Take Point (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 CR 86, Pleasant Ridge Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 148 and going north for 1.75 mile to the take point. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 for any of its Water Transfer Activities hereunder.

2. ~~The portion of CR\_\_\_\_, to be utilized by Operator hereunder, is that exclusive portion beginning at \_\_\_\_\_~~ It is understood and agreed that the Operator shall not utilize any of the remainder of CR for any of its Water Transfer 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 \$350,000 & 00/100 DOLLARS (\$200,000.00) 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 water transfer 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 August 26, 2015.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/

Commissioner

By: Mark A. Thomas /s/

Commissioner

By: Ginny Favede /s/

Commissioner

By: Fred F. Bennett /s/

**Operator**

By: Doug Schrantz /s/

Printed name: Doug Schrantz

Company Name: Gulfport Energy Corporation

Title: Director of Infrastructure

Fred Bennett, County Engineer

Dated: 8-26-15

Dated: 8-10-15

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

County Prosecutor

**Appendix A**

This RUMA is approved upon meeting the requirements of the Belmont County Sanitary Sewer District for crossing and water lines. You must contact the BCSSD for their requirements at 740-695-3144.

Operator shall:

- 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 102 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:

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

**IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR OIL AND GAS PIPELINES AND COMPRESSOR STATIONS WITH SUMMIT MIDSTREAM UTICA, LLC.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Oil and Gas Pipelines and Compressor Stations** with Summit Midstream Utica, LLC effective August 26, 2015, for the purpose of ingress and egress for "Oil and Gas Pipelines and Compressor Stations" at the following site:  
1.42 miles of CR 56 from the Pavich to Schnegg Pipeline.

Note: Bond #022044096 for \$1 million on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR OIL AND GAS PIPELINES AND COMPRESSOR STATIONS**

**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 Summit Midstream Utica, LLC, whose address is 3489 Smithton Road West Union, WV 26456 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator intends to develop and operate the Pavich to Schnegg Pipeline, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Pavich to Schnegg Pipeline (hereafter collectively referred to as "OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES") located in York Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 1.42 miles of CR-56 for the purpose of ingress to and egress from the Pavich to Schnegg Pipeline, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the Pavich to Schnegg Pipeline (hereinafter referred to collectively as "OIL AND GAS PIPELINES AND COMPRESSOR STATIONS"); 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS; 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-OIL AND GAS PIPELINES AND COMPRESSOR STATIONS condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of OIL AND GAS PIPELINES AND COMPRESSOR STATIONS 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, prior to the start of OIL AND GAS PIPELINES AND COMPRESSOR STATIONS. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. The portion of CR-56, to be utilized by Operator hereunder, is that exclusive portion beginning on CR-56 at Station 89+76 and travels Southwest for 1.42 Miles to the Belmont/Monroe County Line. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-56 for any of its OIL AND GAS PIPELINES AND COMPRESSOR STATIONS 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, 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 excepted for the reasons provided below, prior to the OIL AND GAS PIPELINES AND COMPRESSOR STATIONS 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 OIL AND GAS PIPELINES AND COMPRESSOR STATIONS on the Route by Operator. The amount of the blanket bond or surety shall be listed on bond # 022044096 in an amount of \$1,000,000 & 00/100 DOLLARS. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
  - d. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the OIL AND GAS PIPELINE AND COMPRESSOR STATION ACTIVITIES.
  - e. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
  - f. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
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
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
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 August 26, 2015.

Executed in duplicate on the dates set forth below.

To the County: Fred F. Bennett P.E. P.S.

County Engineer  
101 W. Main ST.  
St. Clairsville, Ohio 43950  
Office: (740) 699-2160

To the Operator: Summit Midstream Utica, LLC

5910 North Central Expressway, Suite 350  
Dallas, TX. 75206

1st Contact – Scott Newby  
Area Operations Manager  
Cell: (469) 286-7827

Email: [scnewby@summitmidstream.com](mailto:scnewby@summitmidstream.com)

Summit Midstream Utica, LLC

3489 Smithton Road  
West Union, WV 26456

**2nd Contact - Renata Busch**  
**Permit and Regulatory Manager**

Office: (304) 566-3184

Cell: (304) 871-0592

Email: [rbusch@summitmidstream.com](mailto:rbusch@summitmidstream.com)

Summit Midstream Utica, LLC

999 18<sup>th</sup> Street, Suite 3400 South  
Denver, CO. 80202

3rd Contact- Patrick Brierley

Vice President, Project Management

Office: (720) 452-6238

Cell: (720) 375-1667

Email: [pbrierley@summitmidstream.com](mailto:pbrierley@summitmidstream.com)

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

**Authority**

**Operator**

**SUMMIT MIDSTREAM UTICA, LLC**



By: *Matt Coffland /s/*

Commissioner

By: *Renata Busch /s/*

Printed name: Renata Busch  
Title: Permit and Regulatory Manager  
Dated: \_\_\_\_\_

By: *Mark A. Thomas /s/*

Commissioner

By: *Ginny Favede /s/*

Commissioner

By: *Fred F. Bennett /s/*

County Engineer

Dated: 8-26-15

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

County Prosecutor

**Appendix A**

Operator shall:

- 8) Provide for videotaping of the route prior to OIL AND GAS PIPELINES AND COMPRESSOR STATIONS, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 9) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 10) Upgrade **CR-56** in accordance with the attached plans and/or county standards.
- 11) Maintain **CR-56** during OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for those damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 12) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's OIL AND GAS PIPELINES AND COMPRESSOR STATIONS.
- 13) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 14) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 3) Provide for minor maintenance of the road during the OIL AND GAS PIPELINES AND COMPRESSOR STATIONS for damages not caused by said OIL AND GAS PIPELINES AND COMPRESSOR STATIONS. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 4) Provide for maintenance of the roadway and bridges for damages not caused by the OIL AND GAS PIPELINES AND COMPRESSOR STATIONS at the Authority's cost and expense, including snow/ice control, mowing, etc.

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

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN THE LICENSE AGREEMENTS WITH THE OHIO VALLEY MALL/SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the **License Agreements** as needed for use of the common area at the Ohio Valley Mall for the monthly Mall Education Days offered by Senior Services of Belmont County for the months of September, October, November and December 2015.

**LICENSE AGREEMENT**

**Exhibitor's Agreement**

This License Agreement is made and entered into Wednesday, September 9, 2015, by and between Ohio Valley Mall Company, an Ohio Limited Partnership, duly organized and existing under the laws of the state of Ohio and having an office at 2445 Belmont Avenue, P.O. Box 2186, Youngstown, Ohio 445040186 ("Licensor") and Senior Services of Belmont County having offices at 45240 National Road, St. Clairsville, Ohio 43950 ("Licensee").

1. Licensor hereby licenses to Licensee certain space ("Licensed Area"), located at a shopping center known as Ohio Valley Mall, county of Belmont, state of Ohio ("Shopping Center"). Landlord shall designate the Licensed Area prior to the commencement of this Agreement.

2. Licensee accepts the Licensed Area in "As Is" condition and shall construct and place, at its own expense, all temporary improvements it deems appropriate or required by this License Agreement or any applicable building code. The plans and specifications for the temporary improvements are subject to the prior written approval of Licensor. Licensee shall not deviate from the approved plans and specifications in the temporary improvements of the Licensed Area, and Licensee shall not thereafter modify the temporary improvements without the prior written consent of Licensor. Actual placement and installation of the temporary improvements are subject to final approval by the Licensor.

3. The term of this License Agreement commences on (**September 1, 2015** and expires on **September 1, 2015**), (**October 6, 2015** and expires on **October 6, 2015**), (**November 3, 2015** and expires on **November 3, 2015**) and (**December 1, 2015** and expires on **December 1, 2015**), unless terminated earlier as herein set forth.

4. Licensor grants to Licensee the right to use the Licensed Area for the specific purpose of participating in Senior Education Day trade show. Licensee's participation is titled, categorized, or described as follows: Educational Program and shopping

5. The charge for the Licensed Area use shall be N/A and is to be paid upon the signing of this Agreement.

6. Licensee will also pay in advance any and all taxes and fees, including but not limited to, license and permit fees which may be assessed against either Licensor or Licensee because of Licensee's use or occupancy of the Licensed Area, or because of the fee paid by

Licensee to Licensor. Licensee further represents and warrants that its exhibits and displays shall be free from any and all claims of trademark or copyright infringement by third parties, and that Licensee has been duly licensed by the owners or proprietors of any such trademark and copyright claims including, but not limited to, the American Society of Composers, Authors and Publishers ("ASCAP"), and that Licensee had no knowledge or notice of any trademark or copyright claims by any third parties to any such material. The indemnity provisions of Paragraph 12 shall apply to claims made against Licensor by third parties claiming trademark or copyright infringement by Licensor or Licensee.

7. All payments required under this License Agreement are to be delivered to Licensor at the address designated in the opening paragraph of this License Agreement, or to such other address as Licensor may designate by written notice, on or before the due date, in the form of (i) money order, (ii) cashiers' check, (iii) travelers' check, or (iv) other certified check. Licensor will accept no other form of payment. The form of payment should be drawn in the proper name of Licensor as listed in the opening paragraph of this License Agreement. Such payments are deemed to be delivered when they are actually received by Licensor.

8. Licensor shall have access to the Licensed Area at all reasonable times for the purpose of examining it or to make any alterations or repairs to the Licensed Area that Licensor may deem in its absolute discretion as necessary for safety or for the preservation of the Licensed Area.

9. Licensee acknowledges that there are and will be rules and regulations governing activities in the Shopping Center and recognizes and agrees by signing this License Agreement that its rights are expressly conditioned upon Licensee's accepting and observing the rules and regulations, as they may be amended and supplemented, including, but not limited to, the following:

A. Licensee may only set up exhibits and displays at times designated by Licensor. All exhibits and displays must be brought into the Shopping Center through the promotional doors and service bays. Licensee may not dismantle exhibits or displays before the Shopping Center closes. After the Shopping Center closing time on the last day of the event, Licensee will remove all exhibits and displays, and any items remaining will be removed at Licensee's expense.

B. All signs and display materials must be professionally produced. Magic marker signs or other handwritten signs are not permitted. Licensor may remove any signs or displays which do not comply with the requirements of this paragraph, or which Licensor determines to be offensive and inappropriate in the circumstances.

C. Licensee may not attach signs or displays to planters, trash receptacles, sign holders, storefronts, neutral piers, or any other fixtures. Licensor will provide the appropriate type of tape with which Licensee will secure electrical cords, wires, and rubber cord runners. Licensee may not use duct tape or masking tape. If displaying or selling any objects or materials containing liquid substances, Licensee will protect the Shopping Center floor with visqueen material. If displays or exhibits have rubber tires, Licensee will place protective carpet tiles under each tire.

D. Licensee may only distribute brochures, pamphlets, samples, and other materials from within the Licensed Area. Wandering solicitation is not permitted, nor are sensational promotions permitted. Licensee's distribution of souvenirs, novelties, or other merchandise must be related to Licensee's industry or its organization's primary function.

E. Licensee must obtain from Licensor prior approval of any raffles, drawings, contests, or other special plans for Licensee's use of the Licensed Area. Licensee may use audio or video equipment on the condition that the volume levels are audible only at the Licensee's particular Licensed Area. Licensee may not use flashing lights, sirens, bullhorns, helium tanks or helium balloons.

F. Licensor may provide electricity to Licensee on a limited basis after Licensee has provided to Licensor a written request that outlines Licensee's electricity needs. If Licensee requests interior lighting in addition to that already supplied to the Licensed Area during the normal operating hours of the Shopping Center, Licensor will supply such at a rate of thirty-five dollars (\$35.00) per hour, plus 15% overhead and 10% profit. Licensee will provide and safely install and maintain its own extension cords.

G. Licensee will comply with all safety, fire, building, and health laws, regulations, and ordinances relating to Licensee's displays, signs, and installation and operation of equipment.

H. Licensee is responsible for insuring that its operations and affairs are conducted in a peaceful and civil manner, and in a manner which will not offend or disturb Shopping Center tenants, Shopping Center customers, or other Licensees. Licensee will take appropriate measures to eject from the Shopping Center those persons, within the Licensee's zone of operations, who are unable to comport with the standards of common decency and civilized behavior. If Licensee fails to take the appropriate measures in this regard, Licensor reserves the right to eject from the Shopping Center those persons, within the zone of Licensee's operations, whom Licensor has determined to have conducted themselves in a manner which is unacceptable in the circumstances.

I. Licensor may relocate or rearrange the Licensed Area at any time to assure that the appearance of the Shopping Center takes precedent over the appearance of any particular Licensed Area, or to assure that a better flow of Shopping Center traffic will result from any such relocation or rearrangement, or for any other reason within Licensor's reasonable discretion.

J. Licensee shall handle and dispose of all trash, rubbish, refuse, garbage, and waste, in accordance with regulations established by Licensor, use and pay for the services of the designated trash hauler for the Shopping Center, and not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials, in, on or about, any part of the Shopping Center.

10. The Licensed Area and all personal property thereon are to be serviced, maintained, restored, and repaired by Licensee, at its own expense, and kept in a condition acceptable to Licensor. Licensor is not responsible for any loss which results from theft, vandalism or other damage to or from the Licensed Area or any personal property located therein. Licensee, at its own expense, will clean the Licensed Area as often as circumstances may require and will maintain the Licensed Area and the area around it in a safe, neat, healthful, and clean condition.

11. Upon the date of mutual execution of this License Agreement, Licensee, solely at its own cost and expense, shall obtain and thereafter continuously keep in force during the entire License Agreement All Risk Property Damage insurance in the amount of \$500,000 to cover the cost of replacement of the Licensed Area and all improvements, fixtures, equipment, decorations, contents and personal property in the Licensed Area, without incurring the effects of coinsurance, and comprehensive general liability insurance covering Licensee's occupation of the Licensed Area and appurtenances on an occurrence basis with minimum limits of liability in the amounts of \$1,000,000 per person for bodily injury, personal injury or death arising out of or from (i) an accident occurring in, on or about the Licensed Area; (ii) the sale of any good or services by Licensee or its agents; (iii) the consumption or existence on the Shopping Center premises of any product sold by Licensee or its agent; and (iv) any act or omission of Licensee, its employees, servants, agents or any consumer transported and on a SSOBC recreational outing. Such insurance shall name Licensor as an additional insured and shall provide for a waiver of any right of recovery by way of subrogation against the Licensor in the event of any loss. Licensee shall deliver to Licensor, at least ten (10) days prior to the time such insurance is first required to be carried and time and time again during the term of this License Agreement, whenever such insurance must be renewed or otherwise expires prior to the expiration of this License Agreement, either a duplicate original or certificate and true copy of the policy or policies procured by Licensee in compliance with this obligation, together with evidence of payment therefore, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days' prior written notice to Licensor.

12. In addition to securing insurance as provided for in this License Agreement, Licensee shall be responsible to Licensor for injuries and liabilities in connection with any injury to or death of any person or damage to or destruction of any property for which insurance coverage is required, or arising directly or indirectly from any negligent acts or omissions by the Licensee, its servants, employees, agents or contractors. Licensor shall have the right, but not the duty to cooperate with Licensee's counsel to conduct the defense of Licensee, and to otherwise participate through legal counsel at its own expense in any trial, appeal, or settlement negotiations and agreements. Licensee shall give Licensor timely, adequate, and fair notice of any such claims, demands, or suits at law or in equity, as soon as Licensee obtains notice or knowledge thereof and shall give Licensor like notice of each and every further development.

13. Upon the expiration or other termination of this License Agreement, Licensee will deliver and surrender to Licensor possession of the Licensed Area in a condition as good as, if not better, than it was at the commencement of the term of this License Agreement, ordinary wear and tear excepted.

14. This License Agreement is governed by and construed under the laws of the state of Ohio. Licensee agrees that any claim, cause of action, or lawsuit, shall be brought in Mahoning County Common Pleas Court, Mahoning County, Ohio.

15. Licensor shall have the arbitrary right to terminate this License Agreement. In the event of such arbitrary termination, there will be a prorating of charges advanced, and Licensor shall return to Licensee any charges pre-paid to Licensor by Licensee for the time period canceled by Licensor.

16. This License Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against, the heirs, representatives, successors, and assigns of the parties hereto; provided, however, Licensee shall not be permitted to assign the License Agreement or sublet any part of the Licensed Area without the prior written consent of Licensor, which may be withheld in the sole discretion of Licensor.

17. Licensee acknowledges and agrees that this License Agreement and the rights herein granted to Licensee shall be subordinate to the rights granted to others by Licensor or obligations imposed upon Licensee pursuant to any written lease, mortgage, deed or other operating agreement, whether recorded or not.

8. Licensor and Licensee acknowledge and understand that there have been prior negotiations and discussions between them regarding the terms of the License Agreement, but that all prior negotiations and discussions are superseded by this License Agreement. This License Agreement shall have effect only when signed by Licensor and Licensee and shall not be modified or amended except in a written document signed by Licensor and Licensee.

Signed in the presence of:

\_\_\_\_\_  
*Bonnie Zuzak /s/*

By: LICENSOR:  
\_\_\_\_\_  
Its: \_\_\_\_\_  
LICENSEE:  
*Mark A. Thomas /s/*  
\_\_\_\_\_  
Its: President

APPROVED AS TO FORM:

*David K. Liberati /s/ Assistant*

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN DOCUMENT ON BEHALF OF SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Area Agency on Aging, Region 9, Inc. 2016-17 Requests for Proposals-Care Coordination Application for Senior Services of Belmont County.

*Note: This application is for Care Coordination Funding through the AAA9 Case Managed program. The funding Source includes Older Americans Act Title III E-Family Caregiver, Alzheimer's Respite, and Senior Community State Block Grant funding.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE LOCATED AT 2165 GUERNSEY STREET, BELLAIRE, OHIO 43906, FORFEITED TO THE COUNTY BY ORDER OF THE COURT IN STATE OF OHIO VS. ANNA MARIE DEVAULT, CASE NO. 15 CRA 00036**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution authorizing the sale of real estate located at 2165 Guernsey Street, Bellaire, Ohio 43906, forfeited to the County by Order of the Court in State of Ohio VS. Anna Marie Devault, Case No. 15 C

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE LOCATED AT 2165 GUERNSEY STREET, BELLAIRE, OHIO 43906, FORFEITED TO THE COUNTY BY ORDER OF THE COURT IN STATE OF OHIO VS. ANNA MARIE DEVAULT, CASE NO. 15 CRA 00036**

WHEREAS, certain real estate previously owned by Anna Marie Devault and located at 2165 Guernsey Street, Bellaire, OH 43906, was forfeited to Belmont County, Ohio, a political subdivision, by Order of Judge Albert E. Davies, Judge of the Belmont County Court, Eastern Division in Case No. 15 CRA 00036; and

WHEREAS, this Board previously authorized said property to be sold; and

WHEREAS, said property was offered for sale on August 19, 2015 and a bid was received in the amount of \$10,000.00 from Josh Morgan; and

WHEREAS, the Board reserved the right to reject any and all bids.

NOW THEREFORE, the Board of Belmont County Commissioners hereby take the following action:

(1) The bid of \$10,000.00 for said property by Josh Morgan is hereby accepted.

(2) The Board acknowledges that Josh Morgan made a deposit of \$500.00 to David Jones Auctioneer to be turned over to this Board as a deposit.

(3) That upon payment of the balance of \$9,500.00, less any adjustments for unpaid and delinquent taxes and assessments and prorated taxes, this Board is authorized to execute a general warranty deed in favor of the purchaser.

(4) That the net proceeds from the sale after payment of all costs incurred shall be deposited into the General Fund.

(5) That the Clerk of this Court shall file a copy of this Resolution with the Clerk of the Belmont County Court, Eastern Division in Case No. 15 CRA 00036 in order to provide notice to Judge Albert E. Davies of the action taken.

Adopted this 26th day of August, 2015.

Upon the roll call the vote was as follows:

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

**WARRANTY DEED**

**Belmont County, Ohio, a Political Subdivision, by and through the Belmont County Commissioners**, for valuable consideration paid, grants, with general warranty covenants to **Josh Morgan**, whose taxmailing address is 1913 Belmont Street, Bellaire, Ohio 43906, the following real property:

Situated in the Village of Bellaire, County of Belmont and State of Ohio and known as and being Lot Number Twelve (12) of Fink's Second Addition to said Village. Cabinet B, Slide 238

Auditor's Parcel Number: 29-03004.000

Prior Deed Reference: Volume 542, Page 329, Official Records of Belmont County, Ohio.

This conveyance is made subject to any and all exceptions, reservations, covenants, conditions, easements and all other matters of record. Executed this 26th day of August, 2015.

\_\_\_\_\_  
*Matt Coffland /s/*

**Matt Coffland**

\_\_\_\_\_  
*Mark A. Thomas /s/*

**Mark A. Thomas**

**BELMONT COUNTY, OHIO**

**A Political Subdivision,**

\_\_\_\_\_  
*Ginny Favede /s/*

**Ginny Favede**

STATE OF OHIO, COUNTY OF BELMONT SS:

The foregoing deed was acknowledged before me this 26th day of August, 2015, by **Matt Coffland, Ginny Favede, and Mark A. Thomas, of Belmont County, Ohio, a Political Subdivision**, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of the **Belmont County, Ohio, a Political Subdivision**.

Jayne Long /s/

**Notary Public**

My Commission Expires:

Oct. 3, 2017

This Instrument Prepared By:

David K. Liberati

Assistant Prosecuting Attorney

Courthouse Annex

No. 1147-A West Main Street

St. Clairsville, OH 43950

(740)699-2771 – phone

(740)695-4412 – fax

**IN THE MATTER OF APPOINTMENT TO  
THE MENTAL HEALTH AND RECOVERY BOARD**

Motion made Mr. Thomas, seconded by Mr. Coffland to approve the appointment of Ms. Karen Zonker to the Mental Health and Recovery Board, for a four year term, beginning July 1, 2015 and ending June 30, 2019, based upon the recommendation of the members of the Mental Health and Recovery Board.

Upon the roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE  
ORDER #1 FROM KALKREUTH ROOFING AND  
SHEET METAL FOR REPAIRS/SARGUS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve Change Order Number 1 from Kalkreuth Roofing and Sheet Metal, in the amount of \$232.00 for additional repairs to the roof of the Sargus Gender Specific Program Building.

Upon the roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE  
HIRING OF DANA MEAGER AS FULL TIME  
HUMAN RESOURCES ADMINISTRATOR**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the hiring of Ms. Dana Meager as the full time Human Resources Administrator for the Belmont County Commissioners at the annual salary of \$85,000.00 beginning September 21, 2015.

Upon roll call the vote was as follows:

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

**Discussion** – Mr. Thomas said this was a creation of a new department in Belmont County. Over many, many years, this county has spent more than that on consultants, lawyers and HR professionals, through our state association, to handle full time human resources for the 100's of employees the county has. The Board of Commissioners has looked at the cost and felt it necessary, with the size of the county and number of human resource issues that we have on a daily basis, it is the best interest of the taxpayers to create the department, hire a person and provide that person with as much staff as he or she needs. Mr. Coffland said our employees are entitled to have a contact person to deal with concerns. Mrs. Favede said this Board has put in an inordinate amount of time on this issue, researching, talking to other counties, creating documents and job description and interviewing. Mr. Thomas noted she will be working with every single office holder in the courthouse and outside of the courthouse. One of the goals the commissioners have is that all elected officials, at the time of hiring process, create an employee file that is thoroughly managed throughout that person's employment. Ms. Meager, along with assistance, will help reduce claims that has cost the county hundreds of thousands of dollars for various reasons.

**RESOLUTION – ORDER TO CLOSE ROAD**

Sec. 5563.01 R.C.

**IN THE MATTER OF THE VACATION OF  
KIRKWOOD TOWNSHIP ROAD 170  
SEC. 19/RD. IMP. 1131**

Office of County Commissioners  
Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 26th day of August, 2015, at the office of the Commissioners with the following members present:

Mr. Thomas  
Mrs. Favede  
Mr. Coffland

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and  
WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of August 12, 2015, and a copy of this resolution be forwarded to the Kirkwood Township Trustees.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote was as follows:

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

Adopted the 26th day of August, 2015.

Jayne Long /s/

Clerk, Board of County Commissioners  
Belmont County, Ohio

“locating,” “establishing,” “altering,” “widening,” “straightening,” “vacating” or

**RESOLUTION – ORDER TO CLOSE ROAD**  
Sec. 5563.01 R.C.

**IN THE MATTER OF THE VACATION OF  
KIRKWOOD TOWNSHIP ROAD 170  
SEC. 6/RD. IMP. 1132**

Office of County Commissioners  
Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 26th day of August, 2015, at the office of the Commissioners with the following members present:

Mr. Thomas  
Mrs. Favede  
Mr. Coffland

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and  
WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of August 12, 2015, and a copy of this resolution be forwarded to the Kirkwood Township Trustees.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mr. Thomas \_\_\_\_\_, Yes  
Mr. Coffland \_\_\_\_\_, Yes  
Mrs. Favede \_\_\_\_\_, Yes

Adopted the 26th day of August, 2015.

Jayne Long /s/

Clerk, Board of County Commissioners  
Belmont County, Ohio

“locating,” “establishing,” “altering,” “widening,” “straightening,” “vacating” or

**9:30 Doc Householder, Executive Director, Bel. Co. Tourism  
Re: Quarterly Tourism Report**

Doc provided his report for the period of April, May and June, 2015. The 2015 budget was completed and delivered to the commissioners’ office. Brochures were distributed to area motels and attractions. Doc attended several events and meetings throughout the county.

Commissioner Favede stepped out.

**9:45 Vince Gianangeli, Director, Bel. Co. Dept. of Job & Family Services  
Re: School Clothes for Kids Program**

Belmont County Department of Job and Family Services  
310 Fox-Shannon Place, St. Clairsville, Ohio 43950  
(740) 695-1074

Director  
Vince Gianangeli

County Commissioners  
Matt Coffland  
Ginny Favede  
Mark A. Thomas

**August 26, 2015**

**RELEASE**

**TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) FUNDING AVAILABLE TO BELMONT COUNTY RESIDENTS AT OR BELOW 150% OF THE FEDERAL POVERTY LEVELS**

The Belmont County Commissioners and the Belmont County Department of Job and Family Services (BCDJFS) are thrilled to announce that we are again conducting a School Clothes for Kids TANF Program. The program will be offered at the Ohio Valley Mall. \$600,000 of TANF funds will be available to serve up to 1,500 children whose families are at or below 150% of the federal poverty levels. The program will be managed by both the Public Assistance unit of the BCDJFS.

Vince Gianangeli, Director & CFO at the BCDJFS, states, “The Ohio Department of Job and Family Services allocated an additional 80% of TANF Regular dollars to us during Federal Fiscal Year 2015, thereby allowing us to serve those most needy families in our community. These programs will be a huge lift to those families that desperately need our assistance. Our workers are to be commended for their hard work and dedication in making sure these two programs run smoothly. Beginning today, workers will spend additional hours determining eligibility of the recipients and administering the program.”

Commissioner Mark Thomas said, “I am absolutely thrilled that the Belmont County Department of Job and Family Services can again provide desperately-needed funds to help our children who need school clothes. Every child deserves new clothing for school so we are so very pleased that funding is again available.”

Commissioner Ginny Favede said, “Nothing is more important to me than helping Belmont County’s children. I am pleased to know that Belmont County Department of Job and Family Services is working hard to address these families.”

Commissioner Matt Coffland said, “It is a blessing to know that 1,500 of our children will be wearing new clothes to school. The funding is a great help to our families in this community and a boost to our local economy that will benefit from the influx of dollars being spent in the stores.”

In order to apply for the School Clothes for Kids program, families can contact their Case Manager or pick up an application at the Ohio Valley Mall. Applications will be available at the Ohio Valley Mall in the Community Room between the hours of 10:00 a.m. until 4:00 p.m. on August 27, 28, 31 and September 1, 2, 3, and 4. All household income for the last 30 days must be submitted with the application. Verification of school enrollment may be needed if not already provided. The shopping dates at the Ohio Valley Mall will be September 29, 2015 and September 30, 2015 from 10:00 a.m. until 7:00 p.m. As long as the recipients are at the mall and enrolled with BCDJFS workers by 7:00 p.m., they will be permitted to shop until the mall closes.

**For information about this program or to obtain an application, please call the Belmont County Department of Job and Family Services at 740-695-1075.**

“Creating a partnership for meaningful change in our customers’ lives”

**Discussion** – Mr. Thomas noted a lot of work is put in by a lot of people. He thanked the staff of Job and Family Services. This is a huge benefit to the children of Belmont County.

**Introduction** – Mr. Coffland introduced Steve Hill who is working with the Engineer’s Department and Commissioners and dealing with the oil and gas companies on RUMA’s, right of ways, etc. Mr. Hill explained the RUMA process. Mr. Thomas said Mr. Hill was a valuable addition to Belmont County.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:11 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 10:11 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 2<sup>nd</sup> day of September, 2015.

Mark A. Thomas /s/\_\_\_\_\_

Ginny Favede /s/\_\_\_\_\_ COUNTY COMMISSIONERS

Matt Coffland /s/\_\_\_\_\_

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.

Mark A. Thomas /s/\_\_\_\_\_ PRESIDENT

Jayne Long /s/\_\_\_\_\_ CLERK