

St. Clairsville, Ohio

August 6, 2014

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Ginny Favede.

\*Commissioner Coffland noted Commissioner Favede was excused due to a family member's hospitalization.

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.**

**IN THE MATTER OF ALLOWANCE OF BILLS**  
**AS CERTIFIED IN THE AUDITOR'S OFFICE**

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-AT&T	Office phones-Public Defender/General Fund	165.65
A-AT&T	Fax line-Magistrate/General Fund	185.52
A-Crystal Springs	Water-Treasurer/General Fund	31.58
A&K-Ohio AFSCME Care Plan	Dental coverage/General Fund and Engineer MVGT Fund	1,054.00
A-Quill	Office supplies-Common Pleas/General Fund	299.37
A-Wheeling Office Supply	Supplies-Prosecutor/General Fund	74.00
E-Power Phone	911 Employee Training/911 Fund	229.00
K-Poggemeyer Design Group	Barton Blaine Road Bridge/Engineer MVGT Fund	232.80
K-Youngblood Paving, Inc.	Proj. 14-2 Liquid Bituminous Material/Engineer MVGT Fund	82,935.60
N-The Times Leader	Architect service ad/Capital Proj.-Senior Center Fund	524.52
P-The Times Leader	Annual subscription/Special Emergency Planning Fund-LEPC	200.20
S-Riesbeck's Food Markets, Inc.	Food-July/District Detention Home Fund	808.31
S-American Electric Power	Fuel/Utilities/Oakview Juvenile Residential Center Fund	7,902.39
S-ATT Communications	Office phones/Port Authority Fund	130.93
S-Doan Ford, Inc.	Hot Shot Truck/Senior Services/In Home Care Levy Fund	41,267.58
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-Sam's Club	Food/Oakview Juvenile Residential Center Fund	830.43
W-Delinquent Collectors of Ohio	Delinquent tax collection mfd/DRETAC-Treasurer's Office Fund	2,268.40
W-Matthew Bender & Co.	Books/Law Library Fund	1,494.12

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for August 6, 2014, as follow:

FUND	AMOUNT
A-GENERAL	\$11,212.99; \$73,822.15
A-GENERAL/EMA	\$1,765.81
A-GENERAL/RECORDER	\$7,070.71
A-GENERAL/SHERIFF	\$41,082.91
A-GENERAL/911	\$24,469.89
B-Dog Kennel	\$1,285.52
H-Job & Family, CSEA	\$729.50; \$30,544.72
H-Job & Family, Public Assistance	\$104,380.47
H-Job & Family, WIA	\$20,968.05
K-Engineer MVGT	\$236.98; \$5,417.67
P-Oakview Admin Bldg.	\$3,155.60
S-Certificate of Title Adm Fund	\$141.36
S-District Detention Home	\$6,049.8
S-Eastern Ct. General Special Projects	\$426.03
S-Job & Family, Children Services	\$21,778.12; \$8,694.30
S-Oakview Juvenile Residential Center	\$5,708.45
S-Senior Services	\$32,967.61
S-Sheriff Commissary	\$1,713.58
U-Sheriff's Reserve Account	\$250.45

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

FROM	TO	AMOUNT
E-0111-A001-E11.000 Other Expenses	E-0111-A001-E04.010 Supplies	\$1,800.00
E-0141-A001-C02.002 Salaries-Employees	E-0141-A001-C11.000 Other	\$5,000.00
E-0257-A017-A00.000 Contingencies	E-0131-A006-A03.002 Salaries-Jail	\$5,993.74
E-0257-A017-A00.000 Contingencies	E-0131-A006-A16.000 Other Expenses	\$ 423.84

*For overtime and meal expenses associated with the Fuller and Phelps murder trials, Feb.-April, 2014.*

**H00 PUBLIC ASSISTANCE FUND/BCDJFS**

FROM	TO	AMOUNT
E-2510-H000-H02.010 Supplies	E-2510-H000-H03.012 Equipment	\$50,000.00

**S30 OAKVIEW JUVENILE FUND**

FROM	TO	AMOUNT
E-8010-S30-S40.000 Grant Holding	E-8010-S30-S55.010 Supplies	\$2,000.00
E-8010-S30-S67.004 Workers Comp	E-8010-S30-S66.003 PERS	\$3,254.99

E-8010-S30-S67.004 Workers Comp	E-8010-S30-S70.005 Medicare	\$100.00
<b><u>S79 CERTIFICATE OF TITLE ADMIN FUND/CLERK OF COURTS</u></b>		
<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-6010-S079-S07.006 Hospitalization Insurance	E-6010-S079-S03.010 Supplies	\$10,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

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

**S12 BELMONT COUNTY PORT AUTHORITY FUND  
AND THE N35 CAPITAL PROJECTS/EAST OHIO  
REGIONAL INDUSTRIAL PARK FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9799-S012-S07.000 Professional Ser & Research	E-9035-N035-N05.013 Contact Project EORIP	\$12,911.37

**T08 DOMESTIC VIOLENCE GRANT AND THE GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries	\$6,244.13
E-5105-T008-T02.003 PERS	E-0131-A006-A13.003 PERS	\$1,130.19
E-5105-T008-T03.006 Health Insurance	E-0256-A014-A06.006 Group & Liability	\$2,635.54
E-5105-T008-T04.004 Workers Comp	E-0256-A014-A14.004 Workers Comp	\$249.77
E-5105-T008-T05.005 Medicare	E-0256-A014-A07.005 Medicare	\$62.43

**T10 WATER & SEWER GUARANTEE DEPOSIT FUND TO VARIOUS FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$244.58
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$531.05
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$132.00
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$68.31
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$278.72

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION  
CHARGEBACKS-JULY AND AUGUST, 2014**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for July and August, 2014.

E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	6,565.48
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	21,173.50
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	33,730.24
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	7,796.94
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,379.90
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,569.84
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	902.84
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	4,759.80
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	902.84
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	1,805.68
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	101,598.90
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	136,637.25
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,764.20
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,379.90
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	2,708.52
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	39,064.26
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	15,182.24
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	4,759.80
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	59,702.20
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,371.16
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	594.97
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	594.98
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,379.90
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	20,270.66
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	<b>WATER DEPARTMENT</b>		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	6,288.06
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	22,969.48
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	4,920.94

E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	7,364.70
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	824.32
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	308.12
	<b>COUNTY HEALTH</b>		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	15,953.92
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	0.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	492.00
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	542.00
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	0.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	Healthy Homes	R-9891-Y091-Y01.500	0.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
	<b>Juv Court/Grants</b>		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	2,379.90
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	2,379.90
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,282.74
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	902.84

**TOTALS 563,204.92**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

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

**P80 OAKVIEW ADMINISTRATION BUILDING FUND**

E-5000-P080-P06.000 Maintenance/Repair \$10,000.00

*Amount needed for roof repairs approved on 07/29/14.*

**\*\* MARCH 19, 2014 \*\***

**T02 HHS GRANT/POLLING PLACE ACCESSIBILITY FUND**

E-9714-T002-T05.000 Grant Expenses \$ 1,810.00

**\*\* MAY 14, 2014 \*\***

**GENERAL FUND**

E-0256-A014-A14.004 Workers' Comp. – General Fund \$42,675.27

*Appropriation of 2010, 2011 and 2012 Workers' Comp. Group Retro rebates.*

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

**N29 CAPITAL PROJECTS-FACILITIES FUND**

E-9029-N029-N04.055 Other Expenses \$31,700.00

*Appropriating \$6,700.00 for painting at the Prosecutor's Office and \$25,000.00 for the new Impound Lot for the Sheriff's Department.*

**\*\* AUGUST 6, 2014 \*\***

**GENERAL FUND**

E-0121-A006-B02.002 Recorder-Salaries/Employees \$26,380.00

E-0121-A006-B09.003 Recorder/PERS \$ 6,200.00

E-0131-A006-A04.002 Sheriff-Salaries/Road Deputies \$ 3,002.39

**L01 SOIL CONSERVATION FUND**

E-1810-L001-L01.002 Salaries \$3,500.00

E-1810-L001-L05.011 Contract Services \$3,000.00

E-1810-L001-L07.000 Service Fees \$1,750.00

E-1810-L001-L08.000 Scholarship/Education \$2,500.00

E-1810-L001-L09.000 Travel & Expenses \$2,000.00

E-1810-L001-L13.005 Medicare \$1,753.33

E-1810-L001-L14.000 Other Expenses \$2,011.00

**JUVENILE DIVISION COURT/VARIOUS FUNDS**

E-0400-M062-M02.000 Other Expenses \$ 500.00

E-0400-M067-M01.002 Salaries \$22,800.00

E-0400-M072-M05.000 Other Expenses \$ 95.00

E-0400-M078-M05.000 Other Expenses \$69,522.78

E-1582-S085-S08.000 Computer Expenses \$ 543.00

E-1589-S096-S12.000 Other Expenses \$ 2,104.00

**S12 BELMONT COUNTY PORT AUTHORITY FUND**

E-9799-S012-S20.000 Property Sales/Purchases \$247,862.50

**S17 CHILDREN SERVICES FUND**

E-2765-S017-S31.000 Other Expenses \$ 76,442.50

**S31 N.S.L.A. OAKVIEW JUVENILE FUND**

E-8011-S031-S02.000 Food (Meal Tickets/US Food Per Inc) \$ 45.00

E-8011-S031-S02.000 Food (NSLA) \$3,591.59

**S33 DISTRICT DETENTION HOME FUND**

E-0910-S033-S38.011	Contract Services	\$32,000.00
E-0910-S033-S39.000	Food Service Expenses	\$ 5,000.00
E-0910-S033-S43.000	Travel & Training	\$ 3,000.00
E-0910-S033-S47.006	Hospitalization	\$35,000.00
E-0910-S033-S50.005	Medicare	\$ 1,500.00
E-0910-S033-S65.011	Contract Services/GS	\$30,000.00
E-0910-S033-S67.000	Travel & Training/GS	\$ 2,000.00

**SHERIFF/VARIOUS**

E-0131-A006-A23.000	Background	\$ 1,372.00
E-0131-A006-A24.000	E-SORN	\$ 305.00
E-0131-A006-A09.000	Medical	\$ 718.34
E-0131-A006-A32.000	Warrant Fees	\$ 140.00
E-0131-A006-A26.000	K-9	\$ 1,250.00
E-5100-S000-S01.010	Commissary	\$ 7,620.81
E-5101-S001-S07.012	CCW Equipment	\$ 1,868.00
E-5101-S001-S06.000	CCW License Expense	\$ 2,462.00
E-1652-B016-B01.505	DUI	\$ 60.00
E-9710-U010-U06.000	Reserve	\$ 4,462.33

**T08 DOMESTIC VIOLENCE GRANT/SHERIFF**

E-5105-T008-T01.002	Salaries	\$ 6,244.13
E-5105-T008-T02.003	PERS/SPRS	\$ 1,130.19
E-5105-T008-T03.006	Health Insurance	\$ 2,635.54
E-5105-T008-T04.004	Workers Comp	\$ 249.77
E-5105-T008-T05.005	Medicare	\$ 62.43

**W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM**

E-1511-W080-P01.002	Salaries	\$ 755.00
E-1511-W080-P05.003	PERS	\$ 652.00
E-1511-W080-P07.006	Hospitalization	\$ 544.34
E-1511-W080-P08.005	Medicare	\$ 20.00

Upon roll call the vote was as follows:

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

**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 April 2, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to request the Belmont Co. Budget Commission certify the following monies.

**GENERAL FUND - \$395.00** refund from Western Branch Diesel, Inc., paid into Refunds and Reimbursements on 07/30/14. (duplicate payment on 2013 Sargus Generator Maintenance fee).

**\$1,044.19** 2013 WC Rebate deposited into R-0050-A000-A45.500 on 07/31/14.

**\$1,257.61** BWC Reimbursement deposited into R-0050-A000-A45.500 on 07/31/14. *Reimbursement for Wages from 05/15/14-06/16/14 – Claim No. 03-350173*

**\$1,550.00** paid into Refunds and Reimbursements on 08/04/14. *Check No. 21114 from CCAO for Comm. Favede/NACo Conference July 11-14, 2014.*

**\$162.91** deposited into R-0050-A000-A02.500 on 08/05/14. *(Check No. 045527/Gulfport Energy Royalties from 04/14-05/14)*

**DOG KENNEL FUND - \$9.02** 2013 WC Rebate deposited into R-1600-B000-B07.500 on 07/31/14.

Upon roll call the vote was as follow:

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

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

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

**COMMISSIONERS** – Matt Coffland, HR Director Mike Kinter, and Vince Gianangeli, Director and CFO of BCDJFS to travel to Youngstown, Ohio, on August 7-8, 2014 to attend the 2<sup>nd</sup> Annual Northeast Ohio Joint Employer Awareness Event.

**DJFS** – Mike Schlanz to travel to Clarington, OH, on August 6, 2014, to attend Ormet – Ohio Rapid Response Meeting. Estimated expenses: \$12.00

**ENGINEER** – Deputy Engineer Terry Lively to travel to Columbus, OH, on August 13-14, 2014, to attend the 2014 CEAO 24<sup>th</sup> Annual Ohio Bridge Conference & Trade Show. Estimated expenses: \$300.00

GIS Director Don Pickenpaugh and Drafting Tech II Dustin Reed to travel to Columbus, OH, on Sept. 22-24, 2014, to attend the 2014 Ohio GIS Conference & Trade Show. Estimated expenses: \$600.00

GIS Director Don Pickenpaugh to travel to Mason, OH, on Oct. 16-17, 2014, to attend The Professional Land Surveyors of Ohio 2014 Fall Seminar. Estimated expenses: \$550.00

Deputy Engineer Terry Lively to attend District 18 Integrating Committee monthly meetings in Marietta, OH and other locations throughout southeastern Ohio; to attend various meetings in Columbus and other locations in Ohio for the purpose of meeting with the Ohio Dept. of Transportation, Ohio Dept. of Natural Resources and other state, county and local agencies, concerning various state and county highway related matters; and to travel to New Philadelphia, Columbus, and other locations in Ohio for the purpose of attending CEAO meetings, labor relations meetings, personnel association meetings,, ODOT meetings and Job Service Employers Committee meetings, Professional Land Surveyors of Ohio meetings, GIS meetings and seminars, and Highway, Bridge and Safety Seminars all in relation to his work with Belmont County. Expenses will be use of a county vehicle, or if personal vehicle, gasoline, and meals.

**JUVENILE COURT** – Probation Officers Francine Davenport and Kara Weekley to travel to Grove City, Ohio, on August 11-13, 2014 to attend DYS “OYAS” training.

**SENIOR SERVICES** – Donna Steadman and Seniors to travel to Moundsville, WV, on August 7 & 12, 2014, for senior center outings. Linda Wells and Seniors to travel to Amish Country on August 14, 2014, for a senior center outing. Sue Neavin to travel to Cadiz, OH, on August 12, 2014, for a senior center outing. Shirley Jo Case to travel to Rayland, OH, on August 19, 2014, and to Kidron, OH on August 28, 2014, for senior center outings. Senior Centers of Belmont County to travel to Wheeling, WV, on August 26, 2014, 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	Absent

**IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 11, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE ENGINEER’S PROJECT 14-3 COUNTY GUARDRAIL PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer’s Project 14-3 County Guardrail Project, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders. *Note: This project is 100% funded by funds provided by the Belmont County Commissioner and will be for replacement of guardrail on CH 42 (Fulton Hill Road), CH 22 (Ferryview Road) and CH 34 (Hospital Road).*

**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, **August 27, 2014** for **Project 14-3 County Guardrail Project** for the Belmont County Engineering Department, St. Clairsville, Ohio, 43950, and 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 (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.

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.

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

Jayne Long /s/

Jayne Long, Clerk

**Times Leader Advertisement: Two (2) Tuesdays – August 12, 2014 and August 19, 2014**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENTS WITH OXFORD MINING COMPANY, LLC/ COUNTY ROAD 100**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into two (2) **Roadway Use and Maintenance Agreements** with Oxford Mining Company, LLC., for hauling coal and/or equipment for the period beginning 8/1/2014 to 12/1/2019, based upon the recommendation of Fred Bennett, County Engineer for the following:

- 1) use of 3.2 miles of County Road 100 from Rt. 40 National Road to N. Rogers Road
- 2) use of 2.4 miles of County Road 100 from Rt. 40 National Road to Co. Rd 104

**BELMONT COUNTY**  
**ROAD USE and MAINTENANCE AGREEMENT**

This agreement made between Oxford Mining Company, LLC, hereinafter call the Company, and the Belmont County Commissioners, hereinafter called the County.

WITNESSETH:

Whereas the Company has need to use Belmont County Road No. 100 from Rt. 40 National Road to N. Rogers Rd., a distance of 3.2 miles for hauling Coal and or Equipment for the period beginning 8/1/14 and ending 12/1/2019.

Therefore, the Company recognizes that certain road damage may occur from such use during this period and agrees (1) to furnish all labor, equipment, and material needed to repair such road during the hauling period and to restore the road to its original condition after hauling is completed, (2) to furnish all labor, equipment, and material needed for dust control during the hauling period, and (3) to reimburse the County for all labor, equipment, and material costs incurred by the County should the Company not fulfill its obligations under (1) and (2) above in a timely manner. County agrees to notify Company of any damages not addressed by the Company and allow Company sufficient time to complete repairs.

If more than one significant hauler is using the road, determination of damages will be by mutual agreement between the Company and the County.

**COMPANY**

Gregory J. Honish /s/  
Gregory J. Honish, Senior Vice President Operations  
Oxford Mining Company, LLC  
Company  
PO Box 427 Coshocton, Ohio 43812  
Address  
7-23-14

APPROVED AS TO FORM:  
David K. Liberati /s/ (Assistant)  
PROSECUTING ATTORNEY

**COUNTY**

Fred F. Bennett /s/  
Belmont County Engineer  
8-6-14  
Date

Mark A. Thomas /s/ Matt Coffland /s/  
Belmont County Commissioners

**BELMONT COUNTY  
ROAD USE and MAINTENANCE AGREEMENT**

This agreement made between Oxford Mining Company, LLC, hereinafter call the Company, and the Belmont County Commissioners, hereinafter called the County.

WITNESSETH:

Whereas the Company has need to use Belmont County Road No. 100 from Rt. 40 National Road to County Road 104, a distance of 2.4 miles for hauling Coal and or Equipment for the period beginning 8/1/14 and ending 12/1/2019.

Therefore, the Company recognizes that certain road damage may occur from such use during this period and agrees (1) to furnish all labor, equipment, and material needed to repair such road during the hauling period and to restore the road to its original condition after hauling is completed, (2) to furnish all labor, equipment, and material needed for dust control during the hauling period, and (3) to reimburse the County for all labor, equipment, and material costs incurred by the County should the Company not fulfill its obligations under (1) and (2) above in a timely manner. County agrees to notify Company of any damages not addressed by the Company and allow Company sufficient time to complete repairs.

If more than one significant hauler is using the road, determination of damages will be by mutual agreement between the Company and the County.

**COMPANY**

Gregory J. Honish /s/  
Gregory J. Honish, Senior Vice President Operations  
Oxford Mining Company, LLC  
Company  
PO Box 427 Coshocton, Ohio 43812  
Address  
7-23-14

APPROVED AS TO FORM:  
David K. Liberati /s/ (Assistant)  
PROSECUTING ATTORNEY

**COUNTY**

Fred F. Bennett /s/  
Belmont County Engineer  
8-6-14  
Date

Mark A. Thomas /s/  
Matt Coffland /s/  
Belmont County Commissioners

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND  
MAINTENANCE AGREEMENT FOR DRILLING PROJECTS  
AND INFRASTRUCTURE WITH AMERICAN ENERGY-UTICA, LLC/  
PORTERFIELD E/W RCH BL WELL SITE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with American Energy-Utica, LLC, for the use of 2.48 miles of CR56 (Vineyard Road) for drilling activity at the PORTERFIELD E/W RCH BL WELL SITE.

**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 American Energy – Utica, LLC, whose address is P.O. Box 18756, Oklahoma City, OK 73154 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [PORTERFIELD E/W RCH BL WELL SITE] including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [PORTERFIELD E/W RCH BL WELL SITE] (hereafter collectively referred to as "oil and gas development site") located in Richland Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 2.48 miles of CR 56, (Vineyard Rd) for the purpose of ingress to and egress from the [PORTERFIELD E/W RCH BL WELL SITE] for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [PORTERFIELD E/W RCH BL WELL SITE] (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 56 (Vineyard Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR 40 (National Rd West( and CR 56 (Vineyard Rd) and continues North and then East on CR 56 (Vineyard Rd) for 2.48 miles, ending at the

Porterfield Well Site (approximate coordinates 40.090225/ - 80.921458). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 (Vineyard Rd) for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated 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.

3. 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.

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 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.

5. Unless accepted 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 0 & 00/100 DOLLARS (\$ 0 .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.

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 6, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: \_\_\_\_\_  
 Ginny Favede, Commissioner  
 By: Matt Coffland /s/  
 Matt Coffland, Commissioner  
 By: Mark Thomas /s/  
 Mark Thomas, Commissioner  
 Fred Bennett, County Engineer  
 Dated: 8-6-14  
 Approved as to Form:  
David K. Liberati /s/ (Assistant)  
 County Prosecutor

**Operator**

By: Tim Murray /s/  
 Printed name: Tim Murray  
 Company Name: American Energy – Utica, LLC  
 Title: Director, Field and Water Management  
 Dated: 7/14/14

**Appendix A**

Operator shall:

- 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 56 in accordance with the attached plans and/or county standards.



- 4) Maintain CR 56 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.

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	Absent

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORPORATION/ CONWAY, THOMPSON, MALONE AND HORSESHOE PADS**

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 for the use of 3.4 miles of CR86 (Pugh Ridge Road) for drilling activity at the Conway, Thompson, Malone, and Horseshoe pads.

**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 Conway, Thompson, Malone, and Horseshoe pads including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Conway, Thompson, Malone, and Horseshoe pads (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 3.4 miles of CR 86, Pugh Ridge Road for the purpose of ingress to and egress from the Conway, Thompson, Malone, and Horseshoe pads, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Conway, Thompson, Malone, and Horseshoe pads (hereinafter referred to collectively as “Drilling Activity”); and

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

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

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

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

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

1. The portion of CR86, Pugh Ridge Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the Monroe/Belmont County line and going north approximately 3.4 miles to the intersection with TR 101, Saffell Church Road. 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 0 & 00/100 DOLLARS (\$ 0 .00) per mile. 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 development site.
  - 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.
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 6, 2014.  
Executed in duplicate on the dates set forth below.

<p><b><u>Authority</u></b>                  By: <u>Matt Coffland /s/</u>                  Commissioner                  By: <u>Mark Thomas /s/</u>                  Commissioner                  By: _____                  Commissioner                  By: <u>Fred Bennett /s/</u>                  County Engineer                  Dated: <u>8-6-14</u>  <u>David K. Liberati /s/ (Assistant)</u>                  County Prosecutor</p>	<p><b><u>Operator</u></b>                  By: <u>Doug Schrantz /s/</u>                  Printed name: <u>Doug Schrantz</u>                  Company Name: <u>Gulfport Energy Corporation</u>                  Title: <u>Director of Infrastructure</u>                  Dated: <u>7/21/14</u></p>
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**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:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND  
MAINTENANCE AGREEMENT FOR DRILLING PROJECTS  
AND INFRASTRUCTURE WITH HESS OHIO DEVELOPMENTS LLC/  
KIRKWOOD B WELL SITE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Hess Ohio Developments LLC for the use of 1.30 miles of CR114 (Fairview Road) for drilling activity at the Kirkwood B Well Site.

**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 Hess Ohio Developments, LLC, a Delaware limited liability company whose address is 1501 McKinney, Houston, Texas 77010 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator intends to commence use of approximately 1.30 miles of CR 114 (Fairview Road) for the purpose of ingress to and egress from the Kirkwood B Well Site for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Kirkwood B Well Site (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 3 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-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 114 (Fairview Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR 40-A headed east for approximately 1.30 miles ending at the Kirkwood B Well Site. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 114 (Fairview Road) for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated 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.

3. 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.

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 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.

5. 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 0 & 00/100 DOLLARS (\$ 0.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- g. 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.
- h. 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.
- i. 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 6, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

**Belmont County**

By: Matt Coffland /s/  
Matt Coffland, Belmont County Commissioner

By: Mark Thomas /s/  
Mark Thomas, Belmont County Commissioner

By: \_\_\_\_\_  
Ginny Favede, Belmont County Commissioner

By: Fred F. Bennett /s/  
Fred F. Bennett, Belmont County Engineer

Dated: 8-6-14

Approved as to Form:

David K. Liberati /s/ (Assistant)  
Belmont County Prosecutor

**Operator**

**Hess Ohio Developments, LLC**

By: Robert Williams /s/  
Robert Williams, Operations Manager

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity.
- 2) Provide a report detailing existing condition, as and if reasonably determinable. Said 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 40-A (Old National Road) accordance with the attached plans and/or county standards. (see Exhibit A, attached hereto and made a part hereof).
- 4) Maintain CR 40-A (Old National Road) during Drilling Activities for those damages caused by said 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 Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law, when applicable.
- 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 compliance.

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.
- 3) Waive bond requirements in paragraph 5 of the Agreement above as Operator has provided an existing conditions report and provided the proposed upgrade and maintenance plan attached hereto as Exhibit A.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORPORATION/ WARRICK PAD**

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 for the use of 1.2 miles of CR102 (Sandy Ridge Road) for drilling activity at the Warrick Pad.

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

**WHEREAS**, Operator intends to commence use of 1.2 miles of CR 102, Sandy Ridge Road for the purpose of ingress to and egress from the Warrick pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Warrick 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, Sandy Ridge Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR 148 and then north for approximately 1.2 miles to the intersection with TR 677, Warrick 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 0 & 00/100 DOLLARS (\$ 0.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- j. 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.
- k. 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.
- l. 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 6, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Mark A. Thomas /s/  
Commissioner

By: Matt Coffland /s/  
Commissioner

**Operator**

By: Doug Schrantz /s/

Printed name: Doug Schrantz

Company Name: Gulfport Energy Corporation

By: _____	Commissioner	_____	Title: Director of Infrastructure
By: <i>Fred Bennett /s/</i>	_____	_____	_____
	County Engineer		
Dated: 8-6-14	_____	Dated: 7/17/14	_____
<i>David K. Liberati /s/ (Assistant)</i>	_____		
	County Prosecutor		

**Appendix A**

Operator shall:

- 8) 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.
- 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 Drilling Activity.
- 10) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 11) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 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 Drilling Activities.
- 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 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).
- 4) 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	Absent

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH OHIO GATHERING COMPANY, LLC/ CR86 (PUGH RIDGE ROAD)**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Ohio Gathering Company, LLC for the use of 1.55 miles of CR86 (Pugh Ridge Road) for the purpose of constructing pipeline facilities.

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ohio Gathering Company, L.L.C., whose mailing address is 101 East Market Street, Cadiz, Ohio 43907 (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 owner of certain right of way and field agreements, and intends to construct, operate and maintain certain facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] (hereafter collectively referred to as "Pipeline Activity") located in Washington Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use 1.55 miles of CR-86 (Pugh Ridge Road), for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

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

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

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

1. The portion of CR-86 (Pugh Ridge Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-105 (Biles Hill Road) and ending at the southerly line of Belmont County. It is understood and agreed that the Operator shall not utilize any of the remainder of Pugh Ridge Road (CR-86) for any of its Pipeline Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. This Agreement shall be in effect on August 6, 2014.

Executed in duplicate on the dates set forth below.

**Authority**  
By: Mark A. Thomas /s/  
Commissioner

**Operator**  
By: David Ledonne /s/

By: Matt Coffland /s/  
Commissioner

Printed name: David Ledonne

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

Company Name: Ohio Gathering Company, L.L.C.

By: Fred F. Bennett /s/  
County Engineer

Title: Vice President of Ohio Gathering Co., LLC

Dated: 8-6-14

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

Approved as to Form:  
David K. Liberati /s/ (Assistant)  
County Prosecutor

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Upgrade County Roads in accordance with the attached plans and/or county standards.
- 3) Maintain County Roads during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 4) Reimburse the Authority for minor maintenance of the roads during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Pipeline Activities.
- 5) 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.
- 6) 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.
- 7) Operator has obtained a County-Wide Bond in the amount of \$5,000,000.00 (Five Million Dollars) for use of any County Road. Bond Number K08271410 is on file at the County Engineer's Office.



Authority shall:

- 1) Provide for minor maintenance of the road during the Pipeline Activity for damages not caused by said Pipeline 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 Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

Primary Contact:

Jeff Breen  
Mark West Utica E.M.G./Ohio Gathering Company  
101 East Market Street  
Cadiz, OH 43907  
**(412) 852-1101 (cell)**

[jbreen@markwest.com](mailto:jbreen@markwest.com)

Secondary Contact:

Bob Crawford  
Mark West Utica E.M.G./Ohio Gathering Company  
101 East Market Street  
Cadiz, OH 43907  
**(412) 337-4739**

[bob.crawford@markwest.com](mailto:bob.crawford@markwest.com)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION APPROVING  
THE DISCARD OF COUNTY PROPERTY PER ORC 307.12/  
SEIZED 1996 CHEVY S-10 PICK-UP TRUCK**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following Resolution for disposal of unneeded, obsolete or unfit personal property per Ohio Revised Code 307.12 (I).

**RESOLUTION**

**WHEREAS**, the Belmont County Board of Commissioners has in its possession one (1) seized (Common Pleas Court Case No. 07-CR-211) 1996 Chevy S-10 Pick-Up Truck, VIN No. 1GCCT19W2T8119059 that has no value; and

**WHEREAS**, pursuant to Ohio Revised Code Section 307.12(I) *the board may discard or salvage that property*; and

**NOW THEREFORE BE IT RESOLVED**, that the Belmont County Commissioners do hereby approve the salvage of the aforementioned vehicle.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING AND AUTHORIZING COMMISSION  
PRESIDENT TO SIGN BOTH PROPOSALS FROM GLASS UNLIMITED  
FOR OFFICE RENOVATIONS ALLOWING FOR ENHANCED SECURITY/  
BELMONT CO. HEALTH DEPT.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept and authorize Commission President Matt Coffland to sign both proposals from Glass Unlimited in the total amount of \$10,560.00 for all labor and materials necessary to complete office renovations (excluding electrical work) that will allow for enhanced security at the Belmont County Health Department.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Richard Hord asked about a quarterly report from Senior Services of Belmont County. Mr. Coffland said it should wait until after they have completed their first year in operation which is in October.

**BREAK**

**9:30 Hearing-Road Improvement 1123**

**Re: Vacation of a portion of High View St. in Homeland Manor, Pease Twp.**

Present: Fred Bennett, County Engineer; Ruth Graham, Engineer's Drafting Technician; Terry Lively, Deputy Engineer and Robert DeFrank of Times Leader. The road view was held on July 9, 2014. Present at the road view were Mr. Bennett, Ruth Graham and Mr. Coffland. No township trustees were present at the road view. Mrs. Graham reviewed maps with the commissioners. Mr. Coffland said there were no objections from any of the township trustees.

**IN THE MATTER OF THE VACATION OF  
A PORTION OF HIGH VIEW STREET  
IN HOMELAND MANOR  
PEASE TWP. SEC. 6, T-6, R-3/RD IMP 1123**

**REPORT OF COUNTY ENGINEER  
OHIO REV. CODE, SEC. 5553.06**

Date: 08/06/14

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated July 9, 2014 proceeded on August 6, 2014 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should \_\_\_\_\_ be granted.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:

“See Attached Map”

The undersigned recommends the following changes in the proposed improvement which to his judgment should be made in the event the proposed improvement be granted to-wit:

Fred F. Bennett /s/  
County Engineer of Belmont County, Ohio



**IN THE MATTER OF THE VACATION OF  
A PORTION OF HIGH VIEW STREET  
IN HOMELAND MANOR  
PEASE TWP. SEC. 6, T-6, R-3/RD IMP 1123**

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.**

*Rd. Imp. #1123*

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 6th day of August, 2014 in the office of the Commissioners with the following members present:

Mr. Coffland  
Mr. Thomas

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

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

Adopted the 6th day of August, 2014

**Introduction** – County Engineer Fred Bennett introduced Terry Lively, new Deputy Engineer. He is from the city of Marion and has been in public service for about twenty years.

**BREAK**

**9:45 Hearing-Road Improvement 1124  
Re: Vacation of a portion of Washington Twp. Rd. T-122**

Present: Fred Bennett, County Engineer; Ruth Graham, Engineer’s Drafting Technician; Terry Lively, Deputy Engineer; Robert DeFrank of The Times Leader; Cliff Marcum, Pat Marcum, Henry Maione and Larry Stuckey, Washington Township Trustee. The road view was held on July 9, 2014. Present at the road view were Mr. Bennett, Ruth Graham, Mr. Coffland, Mr. & Mrs. Marcum (residents), Mr. Maione (resident), Larry Stuckey and Sam Milhoan, Washington Township Trustees. Mrs. Graham reviewed maps with the commissioners. Mr. and Mrs. Marcum and Mr. Maione requested that the dead-end road be closed due to trespassing and littering problems. Mr. Bennett said the road is mostly grass with a little stone. Mrs. Marcum said she and her husband own most of the property that goes around the township road. Mrs. Marcum presented pictures and information regarding the road conditions. She said the road was cleared and gravel put down just prior to the viewing. Mr. Maione’s best access to his property is Pea Vine Road, but Mrs. Marcum said they are glad to give him an easement to so he can access his property from their land too. Mrs. Graham said it will land lock two of the Marcum’s parcels if they do this. The Marcum’s are aware of this. Larry Stuckey said the trustees are not in favor of closing the road. They feel the biggest reason is land locking. Mr. Stuckey reviewed maps. He said if they sell the land the price will be lower if it is landlocked. Mr. Maione showed how he accesses his property on the map. Mr. Thomas said we have two sets of private property owners who have petitioned and agree on it. They have access or can get an easement if needed. Mrs. Graham reviewed the maps further. Mr. Thomas said the trustees are raising issues that are private property owners’ issues. Mr. Stuckey said less than 1 ½ months ago Rice Energy was going to use that road for access. Now they are saying they aren’t. Mr. Coffland said he talked to Colin Peck from Rice Energy yesterday and he said this closing will not affect Rice Energy at all. Mr. Stuckey reviews maps from HRG and XTO showing their plans for pipelines, etc. Access roads potentially may be needed. Mrs. Marcum said they want the road closed due to trespassers. Mr. Thomas said he heard no evidence from the Trustees that are away from private property issues. Mr. Bennett recommended the road be vacated.

**IN THE MATTER OF THE VACATION OF  
A PORTION OF WASHINGTON TOWNSHIP  
ROAD T-122**

**WASHINGTON TWP. SEC. 8, T-5, R-4/RD IMP 1124**

**REPORT OF COUNTY ENGINEER  
OHIO REV. CODE, SEC. 5553.06**

Date: 08/06/14

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated July 9, 2014 proceeded on August 6, 2014 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should \_\_\_\_\_ be granted.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:

“See Attached Map”

The undersigned recommends the following changes in the proposed improvement which to his judgment should be made in the event the proposed improvement be granted to-wit:

Fred F. Bennett /s/  
County Engineer of Belmont County, Ohio

**IN THE MATTER OF THE VACATION OF  
A PORTION OF WASHINGTON TOWNSHIP  
ROAD T-122  
WASHINGTON TWP. SEC. 8, T-5, R-4/RD IMP 1124**

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.**

***Rd. Imp. #1124***

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 6th day of August, 2014 in the office of the Commissioners with the following members present: Mr. Coffland

Mr. Thomas

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

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

Adopted the 6th day of August, 2014

**IN THE MATTER OF ADOPTING THE RESOLUTION  
IN RECOGNITION OF THE STATE SCIENCE DAY PARTICIPANTS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the Resolution in Recognition of the State Science Day Participants.

**RESOLUTION IN RECOGNITION OF  
STATE SCIENCE DAY PARTICIPANTS**

WHEREAS, the Annual State Science Day is a program of the Ohio Academy of Science and is recognized throughout the United States of America as the pinnacle of student originated inquiry based science education; and

WHEREAS, the State Science Day is the academic equivalent of a State Athletic championship and is the largest event of its kind in the nation for students in grades 5 – 12 using their scientific research and communication skills; and

WHEREAS, the Belmont County Board of Commissioners, does hereby recognize and publicly congratulate [Nathan J. Bell, Emma L. Conners, Jude M. Cottrell, Kulie M. Gallaher, Shaylyn P. Horvath, Sarah E. Lendon, Scott A. Kuckuck, Leah M. MacNealy, Abvby S. Milhorn, Erin K. Savage, Morgan F. Tomich, Zachary J. Vargo, Luke S. Watt and Kaylynn E. Yockey] on his/her achievement in The Ohio Academy of Science State Science Day.

THEREFORE, BE IT RESOLVED that the Board does encourage all citizens of Belmont County to join in extending congratulations to those Belmont County students that participated in the State Science Day and for their achievements in the field of science in 2014.

Adopted this 6<sup>th</sup> day of August 2014.

**BELMONT COUNTY COMMISSIONERS**

Matt Coffland /s/

Mark Thomas /s/

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM continued** – Debbie Street from Otto Road, Jacobsburg, said they need a water line. She said there has been no progress yet and wants to know where it stands. Mr. Coffland explained that he had talked to Mark Esposito, Sanitary Sewer District Director, about the residents hooking into the Mt. Victory waterline. Mr. Coffland said as it stands now, Mrs. Street has a contractor to do the work, materials to be provided from BCSSD are on hand, but an engineer’s design is needed to map the connection into the BCSSD system. Mr. Coffland wasn’t originally aware that an engineer was needed. Seven homes are affected and all are at the end of the lane. Mr. Coffland said the board is trying to get a BCSSD employee on staff that could do the engineering and mapping. The issue will be looked into.

**IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 14-4  
NORTH TWENTY-SIX ROAD PAVING**

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Belmont County Engineer’s Project 14-4 North Twenty-Six Road Paving, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
<b>Lash Paving Company</b> P.O. Box 296 Colerain, OH 43916	X	\$ 468,394.05
<b>Shelly &amp; Sands, Inc.</b> P.O. Box 66 Rayland, OH 43943	X	\$ 449,343.99

**Engineer’s Estimate: \$538,953.00**

Present for the bid opening were Engineer Fred Bennett, Deputy Engineer Terry Lively, Robert DeFrank of The Times Leader, Ed Leonard of Shelly & Sands, and a representative of Lash Paving.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Belmont County Engineer’s Project 14-4 North Twenty-Six Road Paving to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

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

**11:00 Belmont County Health Department**

**Re: Breastfeeding Awareness Week Proclamation**

Present from the WIC program were Mary Magers, RN/CLC, the Breastfeeding Coordinator and Janice Ruskowski, CLC, Breastfeeding Aid. The Belmont County WIC Program supports Moms who choose to breastfeed. Their goal is not to make someone breastfeed, but to offer that education so that they can make their choices. The obstacles now are in the workplace. Even though there are now laws enacted to help and protect the breastfeeding mom there are obstacles in the workplace. It is a federal law that employers need to provide a time and place for employees to pump and store their milk.

**IN THE MATTER OF ADOPTING A PROCLAMATION IN RECOGNITION OF BREASTFEEDING AWARENESS WEEK 2014**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the proclamation in recognition of Breastfeeding Awareness Week.

**PROCLAMATION  
IN RECOGNITION OF  
BREASTFEEDING AWARENESS WEEK 2014**

**WHEREAS**, breastfeeding is recognized as the normative way to feed infants, and that infants who are breastfed for 6 months and beyond have significant lifelong health advantages over those who are not; and

**WHEREAS**, mothers who are successful at meeting their breastfeeding goals are more likely to be surrounded by a supportive team of family, friends, coworkers, employers, healthcare providers, childcare providers, and other members of the community; and

**WHEREAS**, communities which create such positive and supportive environments reap the benefits of healthier babies and mothers, a more productive workforce, improved household finances, and empowered women; and

**WHEREAS**, fostering the development of communities of health and dignity, especially for mothers and children, is the vision of the Millennium Development Goals of the United Nations; and

**WHEREAS**, World Breastfeeding Week 2014 celebrates the vital role of Team Breastfeed in helping families achieve their breastfeeding goals with the theme, **“Breastfeeding: A Winning Goal for Life!”**

**THEREFORE**, the Board of Belmont County Commissioners, proclaim August 1-7, 2014 to be Breastfeeding Week in Belmont County, and urge all citizens to join Team Breastfeed and cheer on the efforts of mothers, babies and families.

Adopted this 6th day of August, 2014.

**BELMONT COUNTY COMMISSIONERS**

Matt Coffland /s/

Mark Thomas /s./

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:20 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:35 A.M.**

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

Upon roll call the vote was as follows:

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

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

**11:30 Belmont County Budget Hearing for Fiscal Year 2015 held at the Auditor’s Office.**

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 12:55 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 12:55 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 13<sup>th</sup> day of August, 2014.

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

Ginny Favede - Absent

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

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CLERK