

St. Clairsville, Ohio

December 19, 2012

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board.

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-ACS Enterprise Solutions, LLC	Replacement binders-Recorder/General Fund	3,907.83
A-Cindi Henry	Misc. professional services/General Fund	168.75
A-FedEx	Shipping-Recorder/General Fund	59.42
A-Treasurer of State	Audit Fees/General Fund	176.30
B-Crossroads Counseling	November counseling/Indigent Drivers Alcohol Fund	436.40
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT	97.70
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Phillips, Gardil, Kaiser & Altmeyer	Legal services/Port Authority Fund	1,031.25
W-Delinquent Tax Collectors of Ohio	Delinquent MF Home Collection/DRETAC Treasurer's Office	3,334.62
Y-FedEx	Postage for tax liens certificates/Tax Certificate Adm Fund	158.36
Y-Tax Ease Ohio LLC	Refund of Treasurer's Fee/Tax Certificate Adm Fund	160.00

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for December 19, 2012 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$23,856.90
B-Dog Kennel	\$906.99
G-Convention & Visitors Bureau/Tourism	\$5,000.00
H-Job & Family, Public Assistance	\$1,025.99
H-Job & Family, WIA	\$8,663.77
M-Juvenile Ct. – Intake Coordinator	\$275.00
M-Juvenile Ct. – Title IV-E Reimb.	\$602.53
N-Courthouse Parking Lot Repairs	\$2,352.50
S-Job & Family, Children Services	\$6,850.89
S-Job & Family, Senior Program	\$11,756.00
S-Juvenile Ct. Computer Fund	\$766.74
S-Western Ct. General Special Projects	\$1,204.48; \$249.87
W-Law Library Fund	\$8,727.89

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfers within the following funds:

**FUND FOR THE GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A017-A00.000 Contingencies	E-0013-A001-B18.003 PERS	\$ 245.37
E-0257-A017-A00.000 Contingencies	E-0040-A002-G02.002 Salaries-Employees	\$ 2,686.03
E-0257-A017-A00.000 Contingencies	E-0040-A002-G08.003 PERS	\$ 705.49
E-0257-A017-A00.000 Contingencies	E-0131-A006-A02.002 Salaries-Admin.	\$ 4,968.26
E-0257-A017-A00.000 Contingencies	E-0131-A006-A03.002 Salaries-Jail	\$13,828.57
E-0257-A017-A00.000 Contingencies	E-0131-A006-A04.002 Salaries-Road Dep.	\$ 6,084.91
E-0257-A017-A00.000 Contingencies	E-0131-A006-A13.003 PERS/SPRS	\$23,366.73
E-0257-A017-A00.000 Contingencies	E-0256-A014-A07.005 Emp. Medicare Tax	\$ 4,077.56
E-0257-A017-A00.000 Contingencies	E-0300-A008-B10.003 PERS	\$ 229.01
	TOTAL	\$56,191.93
E-0021-A002-E02.002 Salaries-Employees	E-0020-A002-E01.001 Salary-Official	\$ 1.03
E-0061-A002-B02.002 Salaries-Employees	E-0060-A002-B01.001 Salary-Official	\$ 62.00
E-0181-A003-A09.003 PERS	E-0181-A003-A02.002 Salaries-Employees	\$ .04
E-0181-A003-A09.003 PERS	E-0181-A003-A06.011 Contracts-Services	\$ 391.63
E-0111-A001-E02.002 Salaries	E-0111-A001-E09.003 PERS	\$ 2 ,508.29
E-0121-A006-B02.002 Salary-Employees	E-0121-A006-B06.011 Contract Services	\$ 18,497.02

**BEL. CO. AUDITOR/REAL ESTATE ASSESSMENT FUND J00**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1310-J000-J01.002 Salaries	E-1310-J000-J03.011 Contracts	\$ 60,624.94
E-1310-J000-J01.002 Salaries	E-1310-J000-J06.000 Other Expenses	\$ 10,047.06
E-1310-J000-J02.010 Supplies	E-1310-J000-J06.000 Other Expenses	\$ 3,000.00
E-1310-J000-J04.003 PERS	E-1310-J000-J06.000 Other Expenses	\$ 1,337.00
E-1310-J000-J08.005 Medicare	E-1310-J000-J06.000 Other Expenses	\$ 66.21
E-1310-J000-J08.005 Medicare	E-1310-J000-J03.011 Contracts	\$ 400.00

**SOIL & WATER CONSERV/WATERSHED COORDINATOR FUND L05**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1815-L005-L15.006 Hospitalization	E-1815-L005-L01.002 Salaries	\$ 260.63

**FOR THE VARIOUS BELMONT COUNTY SANITARY SEWER DISTRICT FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS #2</b>	<b>WWS #2</b>	
E-3701-P003-P17.002 Salaries	E-3701-P003-P19.012 Equipment	\$ 5,000.00
<b>WWS #3</b>	<b>WWS #3</b>	
E-3702-P005-P21.000 Materials	E-3702-P005-P23.011 Services	\$ 13,000.00
<b>SSD #1</b>	<b>SSD #1</b>	
E-3704-P051-P01.002 Salaries	E-3704-P051-P15.000 Other Expenses	\$ 500.00
<b>SSD #2</b>	<b>SSD #2</b>	
E-3705-P053-P16.074 Transfer Out	E-3705-P053-P14.000 Other Expenses	\$ 3,000.00
<b>SSD #3B</b>	<b>SSD #3B</b>	
E-3707-P056-P15.000 Other Expense	E-3707-P056-P18.000 Renovation	\$ 300.00

**BEL. CO. COMMON PLEAS/GENERAL SPECIAL MEDIATION FUND S54**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1544-S054-S01.002 Salaries	E-1544-S054-S05.000 Other Expenses	\$ 931.00

**BEL. CO. ADULT PROBATION/COMMUNITY-BASED CORRECTIONS FUNDS S77**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$ 2,721.02

**BEL. CO. EASTERN CT./COMPUTER FUND S84**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1570-S084-S06.000 Computer Fund Soft	E-1570-S084-S08.012 Comp Exp Equip	\$ 1,647.00

**BEL. CO. EASTERN CT./GENERAL SPECIAL PROJ FUND S87**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1571-S087-S08.000 Special Projects	E-1571-S087-S03.006 Computer Hosp. Ins.	\$ 1,067.00

**BEL. CO. WESTERN COURT/GENERAL SPECIAL PROJ FUND S88**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1551-S088-S08.000 Special Projects	E-1551-S088-S01.002 Special Proj Salaries	\$ 4,778.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfers between the following funds:

**BEL. CO. 911 WIRELESS FUND AND GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2301-E011-E03.000 Training	R-0040-A000-A47.574 Transfers In	\$ 2,284.34

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission on following specified dates:

**December 12, 2012**

**BEL. CO. EMA/LEPC SPECIAL EMERGENCY PLANNING P90**

E-1720-P090-P03.000	Other Expenses	\$ 452.00
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**COMMON PLEAS VARIOUS FUNDS**

E-1572-S089-S01.000	Other Expense	\$ 3,259.00
E-1544-S054-S01.002	Salaries	\$ 1,650.00

**December 19, 2012**

**APPROPRIATION FOR THE GENERAL FUND**

E-0257-A017-A00.000	Contingencies	\$26,952.81
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*NOTE: This represents re-appropriation of the cash advance from 12/05/12 for P83 repaid by Tourism on 12/13/12.*

E-0051-A001-A14.012	Equipment	\$130.94
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*Appropriation of refund check from Xerox deposited 12/03/12.*

E-0131-A006-A04.002	Salary-Road	\$ 2,550.00
E-0056-A006-E01.002	Salaries	\$ 923.42
E-0056-A006-E01.002	Salaries	\$ 459.48
E-0056-A006-E08.003	PERS	\$ 901.44

**FOR BEL. CO. AUDITOR/REAL ESTATE ASSESSMENT FUND J00**

E-1310-J000-J06.000	Other Expenses	\$ 21,898.87
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**FOR THE P83 OLD SHERIFF'S RESIDENCE/ODOT GRANT FUND**

E-1703-P083-P10.075	Advances Out	\$26,952.81
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**BELMONT HARRISON JUVENILE DISTRICT FUND S33**

E-0910-S033-S33.002	Salaries	\$ 33,247.33
E-0910-S033-S34.010	Supplies	\$ 3,000.00
E-0910-S033-S35.000	Materials	\$ 200.00
E-0910-S033-S40.000	Medical	\$ 2,250.00
E-0910-S033-S43.000	Travel & Training	\$ 200.00
E-0910-S033-S37.000	Contracts-Repairs	\$ 1,000.00
E-0910-S033-S38.011	Contract Services	\$ 5,000.00
E-0910-S033-S39.000	Food Service Expenses	\$ 6,000.00
E-0910-S033-S61.000	Food Service Expenses/GS	\$ 4,500.00
E-0910-S033-S65.011	Contract Services/GS	\$ 5,550.00

**BEL. CO. SHERIFF/RESERVE ACCT. FUND U10**

E-9710-U010-U06.000 Reserve \$ 850.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of **October 17, 2012**:

E-0051-A001-A24.000 Infrastructure/ORC .026 \$83,509.35

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND A00**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 19, 2012:

***CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

E-0051-A001-A20.012 Equipment 3,063.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF REPAYMENT OF CASH ADVANCE OF FUNDS FROM THE P83 OLD SHERIFF'S RESIDENCE/ODOT GRANT FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following **REPAYMENT OF A CASH ADVANCE** of funds from the P83 Old Sheriff's Residence/ODOT Grant Fund to the Belmont County General Fund as follows:

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1703-P083-P10.075 Advances Out	R-0040-A000-A48.575 Advances In	\$26,952.81

*Note: Repayment of Cash Advance to the P83 Fund from 12/05/12 that was necessary to pay September and October expenses incurred for the Old Sheriff's Residence/ODOT Project.*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated December 19, 2012, 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. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Coffland, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies. **\$26,952.81** appropriated to GF-Advances In on 12/19/12. *Note: This money represents repayment of monies advanced for the Old Sheriff's Residence Project.*

**\$130.94** refund from Xerox paid into Refunds and Reimbursements on 12/03/12.

**\$26,952.81** appropriated to GF-Advances In on 12/19/12. *Note: This money represents repayment of monies advanced for the Old Sheriff's Residence Project.*

**\$3,063.00** from E-0051-A001-A20.012 Equipment/Closed 2011 PO #520515.

Upon roll call the vote was as follow:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**OPEN PUBLIC FORUM** - The board answered questions regarding the upcoming layoffs at the Department of Job & Family Services. Those individuals who will be affected have not yet been notified. Mrs. Favede did not have specific information regarding surrounding counties, but it is her understanding that there are funding cuts in state allocations for income maintenance. She provided the following information: We had a ceiling excess in income maintenance within BCDJFS that is causing some of the problem. There are state cuts across the board to all DJFS offices. The board is working with an attorney who has much expertise with numerous DJFS offices, who handled things differently in 2009 than we did, and they were able to weather the second set of cuts differently than Belmont County had. We are trying to restructure the organization. There is going to be a change in the way that Medicaid and Medicare are administered in the State of Ohio as a whole. It may be retracted to the state level. Therefore, more cuts may be coming.

Clarence Briggs said it had been stated in the past if the senior services program could not handle the volume of work, more people would be hired. He asked how can that be when people are going to be laid off. Mr. Coffland stated Mr. Briggs did not understand the funding sources of DJFS and explained that the layoffs are in the income maintenance part of DJFS. He advised the senior program is funded with levy monies and there is plenty of money to run that department. It is Mr. Coffland's desire to keep senior services under DJFS and he said money could be moved over to save some jobs. Mrs. Favede wanted it known she is adamantly against utilizing senior services dollars to subsidize Job & Family Services operations. Mr. Coffland agreed stating it would be illegal to use senior services money to subsidize any operation except senior citizens. That is how the levy reads and all it can be used for. Mrs. Favede clarified the cuts are to Income Maintenance only.

**Note: Commissioner Probst arrived at 10:20 a.m.**

Mrs. Favede said unfortunately the lay-offs have taken precedence over the boards' plan to separate the senior services program from BCDJFS. Mr. Coffland stated if we left things as they are now, we could save some jobs. He said that is what he is fighting for. Mr. Probst advised most of the employees to be laid off will be in the Public Assistance sector along with some managers. He said that is still being worked on and we don't want to comment too much about it until we reorganize the whole agency. We are not just focusing just on the lay-offs.

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of October 24, 2012

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF BOARDS' ANNUAL REORGANIZATION MEETING**

Motion made by Mr. Probst, seconded by Mr. Coffland to hold the board's annual Reorganization Meeting on Monday, January 14, 2013 at 10:00 a.m. per Ohio Revised Code Section 305.05. The Board will hold their Regular meeting on Wednesday, January 16, 2013 at 10:00 a.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE PURCHASE AUTHORIZATION FOR SIMPLEXGRINNELL TO RENEW FIRE ALARM PARTS AND LABOR CONTRACT WITH ANNUAL INSPECTION/BELMONT CO. JAIL**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the Purchase Authorization for SimplexGrinnell to renew the **Fire Alarm Parts and Labor Contract with Annual Inspection** for the Belmont County Jail in the amount of \$7,778.00, effective February 1, 2013 through January 31, 2014.

**PURCHASE AUTHORIZATON**

COVERAGE TYPE: Fire Alarm Parts and Labor Contract with Annual Inspection  
 COVERAGE PERIOD: February 1, 2013 and January 31, 2014  
 ANNUAL COST \$7,778.00 (+ TAX if applicable)  
 PO# \_\_\_\_\_ ( IF REQUIRED)  
 AUTHORIZED BY: BELMONT COUNTY COMMISSIONERS (PLEASE PRINT)  
 TELEPHONE NUMBER: 740-695-2155  
 EMAIL ADDRESS: \_\_\_\_\_  
 SIGNATURE Charles R. Probst, Jr. /s/ Ginny Favede /s/

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADOPTING RESOLUTION TEMPORARILY REDUCING LEGAL AXLE LOAD LIMIT ON WAYNE TOWNSHIP ROADS/ENGINEER**

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

**RESOLUTION**

**Whereas**, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;  
**Whereas**, the Belmont County Board of Commissioners have received a request from the Wayne Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;  
**Whereas**, the Belmont County Engineer has recommended that the Wayne Township Trustees' request be granted.  
**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning December 1, 2012 and ending April 15, 2013.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH OHIO GATHERING CO., LLC**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a **Roadway Use and Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Ohio Gathering Company, LLC, for use of 0.4 miles of County Road 104 (Smith Road) for ingress and egress from the Spencer to Arrowhead Trunk Pipeline and the Seneca Plant to Cadiz Plant Pipeline for pipeline activity, based upon the recommendation of Fred Bennett, County Engineer.

Note: A \$160,000.00 bond will be posted for this project.

**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 Union 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 pipeline facilities [The Spencer to Arrowhead Trunk Pipeline and the Seneca Plant to Cadiz Plant Pipeline], including pipeline and appurtenant equipment, facilities, impoundments,

and pipelines necessary for the operation of the [The Spencer to Arrowhead Trunk Pipeline and the Seneca Plant to Cadiz Plant Pipeline] located in Union Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.4 miles of CR-104 (Smith Road) for the purpose of ingress to and egress from the pipeline facilities [The Spencer to Arrowhead Trunk Pipeline and the Seneca Plant to Cadiz Plant Pipeline], for traffic necessary for the purpose of constructing the pipe line facilities (herein after 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, prior to or during any 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-104 (Smith Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR-149 (Morristown Flushing Road) and ending at a point 0.4 miles to the west. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-104 (Smith Road) 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, 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 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 in an amount no greater than \$160,000. & 00/100 DOLLARS (\$160,000.00 per mile). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
  - a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator 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 the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is 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 attorney's fees which are attributable to pipeline activity which arise or are 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 Pipeline Activity whatsoever.
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 12/19, 2012.

Executed in duplicate on the dates set forth below.

**Authority**

By: Ginny Favede /s/  
Commissioner

By: Charles R. Probst, Jr. /s/  
Commissioner

By: Matt Coffland /s/  
Commissioner

By: Fred Bennett /s/  
County Engineer

**Operator**

By: Brian Rayburn /s/

Printed Name: Brian Rayburn

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

Title: Regional Manager

Dated: 12/19/12

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

Dated: 12-20-12

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the road prior to Pipeline Activity.

- 2) Maintain CR/TR during Pipeline Activities for those damages caused by said Pipeline Activities.
- 3) 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 Pipeline Activities.
- 4) 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.
- 5) 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 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.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING 3 ROADWAY USE AND MAINTENANCE AGREEMENTS FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into three (3) **Roadway Use and Maintenance Agreements for Drilling Projects and Infrastructure** with Gulfport Energy Corporation, for use of County Roads for ingress and egress to drilling sites, based upon the recommendation of Fred Bennett, County Engineer as follows:

- use of 1.6 miles of County Road 100 (Egypt North) for the Coal Run-Eagle Creek site  
(Note: A \$160,000 bond will be posted for this project)
- use of 3.91 miles of County Road 128 (Boston Road), for the Slope Creek-Inherst site
- use of 0.7 miles of County Road 128 (Boston Road), for the Dog-Hollow-McCort 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 Gulfport Energy Corporation, whose address is 14313 North May Ave., Suite 100, Oklahoma City, OK 73134 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator intends to commence use of 1.6 miles of CR ( 100 ) for the purpose of ingress to and egress from the **Coal Run – Eagle Creek site**, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the **Coal Run – Eagle Creek** (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, 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 100, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection at State Highway 40 and CR 100 and ending at the intersection of CR 100 and TR 397. It is understood and agreed that the Operator shall not utilize any of the remainder of CR ( 100 ) 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 \_\_\_\_\_ (the intersection of CR/TR ending at the oil and gas development site) \_\_\_\_\_ 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, 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 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 \$160,000 & 00/100 DOLLARS (\$ 100,000 .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.

- b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is 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 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 Drilling Activity whatsoever.
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 December 19, 2012.  
Executed in duplicate on the dates set forth below.

<p style="text-align: center;"><b><u>Authority</u></b></p> <p>By: <u>Ginny Favede /s/</u> Commissioner</p> <p>By: <u>Charles R. Probst, Jr. /s/</u> Commissioner</p> <p>By: <u>Matt Coffland /s/</u> Commissioner</p> <p>By: <u>Fred Bennett /s/</u> County Engineer</p> <p>Dated: <u>12/19/12</u></p> <p>Approved as to Form: <u>David K. Liberati /s/</u> County Prosecutor</p>	<p style="text-align: center;"><b><u>Operator</u></b></p> <p>By: <u>James D. Palm /s/</u></p> <p>Printed Name: <u>James D. Palm</u></p> <p>Company Name: <u>Gulfport Energy Corporation</u></p> <p>Title: <u>CEO</u></p> <p>Dated: <u>12-19-12</u></p>
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**Appendix A**

Operator shall:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated 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 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.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any 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.

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.

**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 Ave., Suite 100, Oklahoma City, OK 73134 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

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

**WHEREAS**, Operator intends to commence use of 3.91 miles of CR (128 "Boston Road") for the purpose of ingress to and egress from the **Slope Creek – Inherst site**, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the **Slope Creek – Inherst 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, 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 128 "Boston Road", to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR 128 and State HWY 379, then south approximately 3.91 miles to TR 728. It is understood and agreed that the Operator shall not utilize any of the remainder of CR ( 128 "Boston Road" ) 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 \_\_\_\_\_ (the intersection of CR/TR ending at the oil and gas development site) \_\_\_\_\_ 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, 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 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.
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 the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is 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 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 Drilling Activity whatsoever.
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 December 19, 2012.

Executed in duplicate on the dates set forth below.

By: Ginny Favede /s/  
 Commissioner

By: Charles R. Probst, Jr. /s/  
 Commissioner

By: Matt Coffland /s/  
 Commissioner

By: Fred Bennett /s/  
 County Engineer

Dated: 12/19/12

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

By: James D. Palm /s/

Printed Name: James D. Palm

Company Name: Gulfport Energy Corporation

Title: CEO

Dated: 12-19-12

**Appendix A**

Operator shall:

- 1) The Video Tape to be Utilized "prior to Drilling Activity" shall be Belmont County Engineer's Video Tape 7/12/2012.
- 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 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.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any all forms and reports necessary to show compliance.
- 8) The bond for Boston Road for the Slope Creek – Stutzman site on Rock River Road (Bond No. RLB0014770) shall remain in place for this road use maintenance agreement.

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.

**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 Ave., Suite 100, Oklahoma City, OK 73134 (Hereafter “Operator”), and shall be as follows:

**RECITALS**

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

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

**WHEREAS**, Operator intends to commence use of 0.7 miles of CR ( 128 “Boston Road”) for the purpose of ingress to and egress from the **Dog Hollow – McCort site**, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the **Dog Hollow – McCort 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, 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/TR ( \_\_\_\_\_ ), to be utilized by Operator hereunder, is that exclusive portion beginning at \_\_\_\_\_ (the intersection of CR/TR ending at the oil and gas development site) \_\_\_\_\_ 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.~~

2. The portion of CR 128 “Boston Road”, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR 128 and State HWY 379, then south approximately 0.7 miles to the McCort Site Access Road 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 ( 128 “Boston Road” ) 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, 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 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.

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 the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is 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 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 Drilling Activity whatsoever.

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 \_\_\_\_\_ December 19 \_\_\_\_\_, 2012.

Executed in duplicate on the dates set forth below.

<p>By: <u>Ginny Favede /s/</u> Commissioner</p> <p>By: <u>Charles R. Probst, Jr. /s/</u> Commissioner</p> <p>By: <u>Matt Coffland /s/</u> Commissioner</p> <p>By: <u>Fred Bennett /s/</u> County Engineer</p> <p>Dated: <u>12/19/12</u></p> <p>Approved as to Form: <u>David K. Liberati /s/</u> County Prosecutor</p>	<p style="text-align: center;"><b><u>Operator</u></b></p> <p>By: <u>James D. Palm /s/</u></p> <p>Printed Name: <u>James D. Palm</u></p> <p>Company Name: <u>Gulfport Energy Corporation</u></p> <p>Title: <u>CEO</u></p> <p>Dated: <u>12-14-12</u></p>
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**Appendix A**

Operator shall:

- 1) The Video Tape to be Utilized "prior to Drilling Activity" shall be Belmont County Engineer's Video Tape 7/12/2012.
- 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 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.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any all forms and reports necessary to show compliance.
- 8) The bond for Boston Road for the Slope Creek – Stutzman site on Rock River Road (Bond No. RLB0014770) shall remain in place for this road use maintenance agreement.

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. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF REAPPOINTING MR. MARLIN HARPER TO THE BELMONT CO. BOARD OF DEVELOPMENTAL DISABILITIES**

Motion made by Mr. Probst, seconded by Mr. Coffland to reappoint Mr. Marlin Harper to the Belmont County Board of Developmental Disabilities for a four (4) year term effective January 1, 2013 through December 31, 2016, pursuant to ORC 5126.02.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF VENDOR AGREEMENTS FOR MEDICAL TRANSPORTATION FOR TITLE XIX INDIVIDUALS/BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into Vendor Agreements, on behalf of the Belmont County Department of Job & Family Services, for the provision of transportation for Title XIX (19) individuals to medical appointments, effective January 1, 2013 through December 31, 2013 as follows:

<b><u>Vendor</u></b>	<b><u>Contract Amount</u></b>
Barnesville Taxi	Not to exceed \$80,000.00
Neffs Fire Department	Not to exceed \$80,000.00
Martins Ferry EMS	Not to exceed \$80,000.00
NCR Foundation	Not to exceed \$50,000.00

Note: Levy funds will not be used for these Medicaid Title XIX contracts.

**DISCUSSION** – After above motion was made the board had questions as to who NCR Foundation was and if these agreements were new or renewals. Clerk Jayne Long advised they are renewals. The current agreements expire December 31, 2012. Mr. Probst and Mrs. Favede would like more information provided before acting on these agreements. Mr. Probst stated he also wanted the agreements reviewed by Attorney/Consultant Mark Lucas.

Upon roll call the vote was as follows:

Mr. Probst	No
Mr. Coffland	Yes
Mrs. Favede	No

**IN THE MATTER OF APPROVING AND SIGNING THE AGREEMENT BETWEEN BELMONT CO. BOARD OF**

**DEVELOPMENTAL DISABILITIES AND BELMONT CO. EMA  
FOR THE PURCHASE OF GASOLINE**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the agreement between Belmont County Board of Developmental Disabilities and Belmont County Emergency Management Agency, effective January 1, 2013 to December 31, 2013 for the purchase of gasoline for EMA vehicles at a price of five cents (\$.05) above the County Board of DD's cost.

**FUEL AGREEMENT BETWEEN  
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES  
AND BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY**

**I. PURPOSE**

This Agreement is made and entered into on this 1<sup>st</sup> day of January, 2013, by and between the Belmont County Board of Developmental Disabilities, hereinafter "County Board", and the Belmont County Emergency Management Agency, hereinafter "EMA" for the purpose of making available to the EMA the opportunity to purchase gasoline from gas pumps owned and maintained by the County Board.

**II. TERMS OF AGREEMENT**

This agreement shall be in effect from January 1, 2013 to December 31, 2013 and shall automatically renew each year unless otherwise terminated.

**III. COUNTY BOARD OBLIGATIONS**

- A. The County Board agrees to make available to the EMA the opportunity to purchase gasoline for EMA vehicles at a purchase price per gallon of five cents (\$.05) above County Board cost.
- B. The County Board agrees to allow the EMA access to County Board property owned or leased by the County Board for the purpose of obtaining gasoline for EMA vehicles.
- C. The County Board shall bill the EMA by the tenth of each month for the previous month's usage for the total amount of gasoline accessed by the EMA at the agreed upon cost per gallon. Determination of usage shall be based on the County Board's card meter system.

**IV. EMA OBLIGATIONS**

- A. The EMA agrees to pay five cents (\$.05) above County Board cost for all gasoline purchased from the County Board.
- B. The EMA agrees to remit payment to the County Board within forty-five (45) days of receipt of bill for the total amount of gasoline purchased during the billing period.
- C. The EMA agrees to pay a proportionate share of overhead costs associated with maintenance and any required upgrades of the gasoline dispensing system based on EMA usage.
- D. The EMA agrees to report any damage to the gasoline dispensing system to the County Board immediately and may be responsible for damage resulting from improper use of the system as determined by the card meter system.

**V. RENEWAL OF AGREEMENT**

The feasibility of this Agreement and the willingness of both parties to renew this Agreement shall be reviewed prior to its ending date.

**VI. TERMINATION OF AGREEMENT**

This agreement may be terminated by either party with or without cause at any time by giving ten (10) days advance written notice.

**VII. INDEMNITY**

The EMA agrees that it shall indemnify and save harmless the County Board from and against all loss, liability or damage for injuries to persons or property sustained on County Board property while exercising the terms of this agreement.

**SIGNATURES**

**For the County Board**

Stephen L. Williams /s/  
Stephen L. Williams, Superintendent  
1-7-13  
Date

Belmont County Board of Commissioners

Matt Coffland /s/  
Charles R. Probst, Jr. /s/  
Ginny Favede /s/

Approved as to form:  
David K. Liberati /s/ Assistant  
Prosecuting Attorney

**For the EMA**

David Ivan /s/  
David Ivan, Coordinator  
1/3/13  
Date

Date 11/91/12  
Date 12/19/12  
Date 12/19/12

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**RECESS – 10:40 A.M.**

**Mr. Coffland reminded all the next meeting will be held THURSDAY, December 27, 2012, at 10:-00 a.m.**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider complaints against a public employee.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION**

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

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

**Mr. Probst advised the meeting will be left open beyond today for the purposes of paying and signing any vouchers and any bills that may come through because this is the end of the year and we need to close out.**

**Reconvened December 26, 2012. All present.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

Read, approved and signed this 27th day of December, 2012.

\_\_\_\_\_

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

\_\_\_\_\_

We, Charles R. Probst, Jr. 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