

St. Clairsville, Ohio

December 23, 2013

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

**ALL DISCUSSIONS ARE SUMMARIZED.**  
**THERE IS NO CORRESPONDING CD FOR THIS MEETING DAY**  
**DUE TO RECORDER MALFUNCTION.**

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

**"BILLS ALLOWED"**

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

Claim of	Purposes	Amount
None		

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for December 23, 2013 as follow:

FUND	AMOUNT
H-Job & Family, Public Assistance	\$43,023.00
H-Job & Family, WIA	\$146,590.00
S-Senior Program	\$14,502.53
S-Western Div. Ct. Computer	\$5,246.11

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**FOR THE GENERAL FUND**

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0011-A001-B09.003 PERS	\$ 3,103.28
E-0051-A001-A50.000 Budget Stabilization	E-0012-A001-B14.003 PERS	\$ 538.45
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A91.003 PERS	\$ 328.45
E-0051-A001-A50.000 Budget Stabilization	E-0054-A006-F05.003 PERS	\$ 317.76
E-0051-A001-A50.000 Budget Stabilization	E-0055-A004-B16.003 PERS	\$ 388.57
E-0051-A001-A50.000 Budget Stabilization	E-0111-A001-E09.003 PERS	\$ 1,612.45
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A13.003 PERS	\$ 9,805.21
E-0051-A001-A50.000 Budget Stabilization	E-0151-A002-F07.003 PERS	\$ 553.19
E-0051-A001-A50.000 Budget Stabilization	E-0170-A006-G09.003 PERS	\$ 908.82
E-0051-A001-A50.000 Budget Stabilization	E-0256-A014-A08.006 Waived Hospitalization	\$ 1,583.30
E-0061-A002-B05.000 Intense Probation/Clerk Cts.	E-0257-A015-A15.074 Transfers-Out	\$ 3,364.30
E-0082-A002-C31.002 Salaries-Employees	E-0082-A002-C36.003 PERS	\$ 1,724.55
E-0121-A006-B06.011 Contract-Services	E-0121-A006-B11.000 Other Expenses	\$14,239.20
E-0121-A006-B07.000 Documents	E-0121-A006-B09.003 PERS	\$ 495.31
E-0121-A006-B07.000 Documents	E-0121-A006-B02.002 Salaries	\$ 1.97
E-0131-A006-A09.000 Medical	E-0131-A006-A15.007 Unemployment	\$ 38.11
E-0160-A009-D02.002 Salaries-Employees	E-0160-A009-D07.003 PERS	\$ 254.56

**BCDJFS/CSEA ADMIN. FUND/H10**

FROM	TO	AMOUNT
E-2760-H010-H12.006 Hospitalization	E-2760-H010-H07.003 PERS	\$ 1,000.00

**BELMONT CO. ENGINEER-MVGT/K00**

FROM	TO	AMOUNT
E-2812-K000-K15.011 Contr. Services	E-2812-K000-K19.005 Medicare	\$ 103.04
E-2812-K000-K21.003 PERS	E-2811-K000-K08.003 PERS	\$1,073.42
E-2812-K000-K21.003 PERS	E-2813-K000-K34.003 PERS	\$2,109.52

**VARIOUS FUNDS/BELMONT COUNTY SSD**

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P29.003 PERS	\$ 7,100.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P31.000 Other Expenses	\$11,500.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P35.005 Medicare	\$ 600.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P05.000 Materials	\$ 3,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P15.000 Other Expenses	\$ 4,500.00
E-3706-P055-P07.011 Services	E-3706-P055-P03.012 Equipment	\$ 2,700.00

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

FROM	TO	AMOUNT
E-1544-S054-S05.000 Other Expenses	E-1544-S054-S01.002 Salaries	\$ 971.86
E-1544-S054-S05.000 Other Expenses	E-1544-S054-S02.003 PERS	\$1,111.18

**BELMONT CO. SENIOR PROGRAMS-IN HOME CARE LEVY FUND/S70**

FROM	TO	AMOUNT
E-5005-S070-S01.002 Salary	E-5005-S070-S06.006 Hospitalization	\$28,000.00

**COUNTY COURTS/VARIOUS**

FROM	TO	AMOUNT
E-1551-S088-S06.010 Supplies	E-1551-S088-S01.002 Salaries	\$ 4,774.48

E-1551-S088-S06.010 Supplies	E-1551-S088-S02.003 PERS	\$ 1,376.90
E-1551-S088-S06.010 Supplies	E-1551-S088-S03.006 Hospitalization Ins.	\$ 8.31
E-1551-S088-S06.010 Supplies	E-1551-S088-S05.005 Medicare	\$ 112.16
E-1570-S084-S06.000 Computer Software	E-1570-S084-S08.012 Comp. Exp.-Equip.	\$ 5,000.00
E-1571-S087-S06.010 Supplies	E-1571-S087-S03.006 Hospitalization Ins.	\$ 1,477.71

**BELMONT CO. PROSECUTOR/DRETAC FUND W81**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1510-W081-P06.004 Workers' Comp.	E-1510-W081-P08.005 Medicare	\$ 5.69

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund:

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A13.000 Postage	\$50,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS**

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

**GENERAL FUND TOVARIOUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9891-Y091-Y01.500 Hospitalization	\$2,200,000.00
E-0257-A015-A15.074 Transfers Out	R-9212-O030-O08.574 Transfers In/Jail Bond Pymt.	\$ 371,000.00
E-0257-A015-A15.074 Transfers Out	R-9212-O031-O20.574 Transfers In/Satellite Bldg.	\$ 112,000.00
E-0257-A015-A15.074 Transfers Out	R-9212-O037-O01.574 Transfers In/Eastern Court	\$ 86,000.00

**GENERAL TO S77 COMMUNITY BASED CORRECTIONS ACT GRANT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers-Out	R-1520-S077-S04.574 Transfers-In	\$ 3,364.30

**BELMONT SOIL & WATER CONSERVATION FUND**

**L01 AND WATERSHED COORDINATOR GRANT FUND L05**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1810-L001-L01.002 Salaries	R-1815-L005-L05.574 Transfers-In	\$10,000.00

**EASTERN DIVISION COURT COMPUTER FUND**

**S84 TO EASTERN DIVISON COURT GENERAL SPECIAL PROJECTS S87**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1570-S084-S06.000 Computer Software	E-1571-S087-S02.003 PERS	\$ 175.79

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mrs. Favede, 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 3, 2013\*\***

**BCDJFS/WIA AREA 16 FUND H08**

E-2610-H008-H01.000	Belmont Co. DJFS-WIA	\$8,313.00
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**\*\*December 23, 2013\*\***

**APPROPRIATIONS FOR THE GENERAL FUND**

E-0051-A001-A50.000	Budget Stabilization	\$51,735.00
<i>Appropriation of Oil &amp; Gas Payments (\$47,990) and Reimbursement from S70 Fund (\$3,745).</i>		
E-0257-A015-A15.074	Transfers Out	\$2,769,000.00

**BELMONT COUNTY 911/ EQUIPMENT FUND E10**

E-2200-E010-E05.012	Equipment	\$2,000.00
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**BELMONT COUNTY 911/WIRELESS FUND E11**

E-2301-E011-E01.011	Contract-Services	\$ 6,501.79
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**BCDJFS/FAMILY & CHILDREN FIRST COUNCIL FUND/H11**

E-2770-H011-H01.000	Help Me Grow-Early Int Home Visit	\$22,718.00
E-2770-H011-H04.000	Help Me Grow-Early Int Part C	\$19,282.00

**BELMONT SOIL & WATER WATERSHED COORDINATOR GRANT FUND/L05**

E-1815-L005-L01.002	Salaries	\$5,000.00
E-1815-L005-L11.003	PERS	\$2,000.00
E-1815-L005-L13.005	Medicare	\$ 500.00
E-1815-L005-L15.006	Hospitalization	\$2,500.00

**BELMONT COUNTY SSD/NEFFS BOND RETIREMENT FUND O12**

E-9312-O012-O01.050	Principal Loan Payment	\$6,000.00
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**BELMONT CO. COMMON PLEAS/COMM. BASED CORR. ACT GRANT S77**

E-1520-S077-S04.006	Hospitalization	\$ 3,364.30
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 23, 2013:

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

**A00 General Fund**

**Common Pleas Court/Adult Probation**

E-0061-A002-B05.000 Intense Probation-Clerk of Courts 25,802.11

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 September 4, 2013:

E-9029-N029-N04.055 Other Expenses \$90,000.00

***Needed for HVAC and boiler repairs at the Martins Ferry/Connections Building.***

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROPRIATIONS FOR THE EXIT 208 SEWAGE LIFT STATION UPGRADE FUND/N81**

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 11, 2013:

E-9081-N081-N03.013 Contract Projects \$200,000.00

Upon roll call the vote was as follows:

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

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

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

**DJFS** – Lisa Fijalkowski to travel to Cambridge, OH, on Jan. 7, 2014, to attend monthly Director’s meeting. Estimated expenses: \$12.00

**SANITARY SEWER DISTRICT** – Todd Krebs, Mike Stewart and Eric Taylor to travel to Columbus, OH, on Jan. 7, 2014, to take Ohio EPA Water Test. A county vehicle will be used.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Richard Hord suggested pictures of former Sheriff’s be hung in the renovated former Sheriff’s residence. Mr. Thomas publicly thanked Commissioners Favede and Coffland, along with former Commissioner Probst, for picking up that project. He would like to find a way to do the old jail part of that building. He noted Holmes County made office space out of the old jail cells.

**Reminder:** *The board’s next Regular Meeting will be held on Monday, December 30, 2013 at 10:00 a.m. due to New Year’s holiday on Wednesday.*

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG) SUBGRANT AWARD/SARGUS JUVENILE CENTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the Juvenile Accountability Block Grant (JABG) Subgrant Award on behalf of Sargus Juvenile Center as follows:

Subgrant No.: 2010-JB-002-B002

Project Period: 1/1/2014 to 6/30/2014

Federal Award Amount:\$10,000

Cash Match: 1,111

Project Total: \$11,111

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE ONE-YEAR LEASE AGREEMENTS WITH BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the one-year lease agreements with the Belmont County Department of Job and Family Services, effective January 1, 2014, as follows:

**Building/Location Annual Amount**

310 Fox Shannon Place \$18,869.18

Martins Ferry Satellite Office \$14,697.00

**2014 LEASE AGREEMENT**

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont County Department of Job & Family Services**, Lessee, leases to the Lessee, the following premises: Fourteen thousand two hundred twenty five (14,225) square feet of office space in the building known as the **310 Fox Shannon Place** and located at **310 Fox Shannon Place, St. Clairsville, Ohio 43950.**

For the term of one (1) year commencing on January 1, 2014 at a total cost of \$18,869.18, payable in 10 monthly installments of \$1,572.43 and 2 monthly installments of \$1,572.44 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Said amount is calculated from the original amortization schedule.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay rent for capital cost purposes at the amounts designated in the forty (40) year amortization schedule on file with the Commissioners' office. Property insurance on this facility is collected in the annual cost allocation plan as part of the Shared indirect cost amount. Other operating costs such as utilities, etc., are paid directly by Lessee.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 23rd day of December, 2013, at St. Clairsville, Ohio.

Ginny Favede /s/

Commission President  
Belmont County Board of Commissioners

Lessor

Lisa Fijalkowski /s/

Interim Director, Dept. of Job & Family Services  
Lessee

Approved as to form:

David K. Liberati /s/

David K. Liberati  
Belmont County Assistant Prosecutor

#### 2014 LEASE AGREEMENT

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:

Nine thousand eight hundred and sixty-one (9,861) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935**.

For the term of one (1) year commencing on January 1, 2014 at a total cost of \$14,697.00, payable in twelve (12) monthly installments of \$1,224.75 each, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay in conjunction with capital costs and insurance, the actual operational costs which represent the Lessee's actual utility payments for electric, gas, water, and sewage directly to the vendor providing said services. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and insurance costs are calculated from the annual Maximus Cost Allocation Plan. All utility payments are derived from actual billings from each individual provider.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 23rd day of December, 2013, at St. Clairsville, Ohio.

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

Commission President  
Belmont County Board of Commissioners  
Lessor

Lisa Fijalkowski /s/  
\_\_\_\_\_

Interim Director, Dept. of Job & Family Services  
Lessee

Approved as to form:  
David K. Liberati /s/  
\_\_\_\_\_

David K. Liberati  
Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE AMENDMENT  
TO SENIOR CENTER RENTAL LEASE AGREEMENT WITH OHIO  
RIVER PROPERTIES, LLC**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment to Senior Center Rental/Lease Agreement with Ohio River Properties, LLC, to state that the total obligation “will not exceed fifty-thousand dollars (\$50,000.00) (statutory limit).”

*Note: This necessary due to the increase in the statutory limit from the previous amount of \$25,000 to \$50,000 per the Ohio Revised Code 307.86.*

**AMENDMENT TO  
SENIOR CENTER RENTAL/LEASE AGREEMENT**

The Belmont County Commissioners (“Commissioners”) and Ohio River Properties, LLC the Owner (“Owner” or “Landlord”) agree to amend the Senior Center Rental/Lease Agreement that currently exists between them for the Martins Ferry Senior Center located at 14 North Fifth St, Martins Ferry, Ohio 43935 (the “Facility”) to say that the total obligation “will not exceed ~~twenty five thousand dollars (\$25,000)~~ **fifty thousand dollars (\$50,000)** (statutory limit).”

**FOR BELMONT COUNTY  
COMMISSIONERS**

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

Ginny Favede, President

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

Matt Coffland, V.P.

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

Mark A. Thomas

Approved as to form:

David K. Liberati /s/  
\_\_\_\_\_

David K. Liberati, Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE RELEASE OF TWO  
BONDS FOR GULFPORT ENERGY/ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the release of the following two (2) bonds for Gulfport Energy based upon the recommendation of County Engineer Fred Bennett:

Bond No.: RLB-0014770  
Bond Amount: \$1,564,000.00  
RUMA for 3.91 miles of CH 128 (Boston Rd) dated August 22, 2012

Bond No.: RLB-0014963  
Bond Amount: \$240,000.00  
RUMA for 0.6 miles of CH 124 (Wright Rd) dated January 1, 2013

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND  
MAINTENANCE AGREEMENT FOR DRILLING PROJECTS  
AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP/AMANDA WELL SITE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation for the use of 3.91 miles of County Road 128, Boston Road, for the purpose of ingress and egress for drilling activity at the Amanda 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 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 al county 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 Amanda Site including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Amanda 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 and \_\_\_\_\_ miles of \_\_\_\_\_ for the purpose of ingress to and egress from the Amanda Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Amanda 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 128, Boston Road to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 379 and ending at the intersection with TR 728. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 128 for any of its Drilling Activities hereunder.

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

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

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

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

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

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

Road has been upgraded by the Operator.

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 December 23, 2013.  
Executed in duplicate on the dates set forth below.

<u><b>Authority</b></u>	<u><b>Operator</b></u>
By: <u>Matt Coffland /s/</u> Commissioner/Trustee	By: <u>J. Ross Kirtley /s/</u>
By: <u>Mark A. Thomas /s/</u> Commissioner/Trustee	Printed name: <u>Ross Kirtley</u>
By: <u>Ginny Favede /s/</u> Commissioner/Trustee	Company Name: <u>Gulfport Energy Corporation</u>
By: <u>Fred F. Bennett /s/</u> County Engineer	Title: <u>Chief Operating Officer-Ohio</u>
Dated: <u>12/23/13</u>	Dated: <u>12/23/13</u>

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

**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/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.

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:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP/BROTHERS SITE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation for the use of Bridge BEL-SOM-5-0.36 for the purpose of ingress and egress for drilling activity at the Brothers 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 Avenue, Suite 100, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Brothers Site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Brothers 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 Bridge BEL-SOM-5-0.36 for the purpose of ingress to and egress from the Brothers Site for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Brothers 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 bridge 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 bridge, 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 bridge 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 bridge 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 Bridge BEL-SOM-5-0.36 to be utilized by Operator hereunder, is that bridge located .36 mile from the intersection with OH 147. ~~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/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. The portion of the bridge and its 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, the bridge 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 bridge 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 bridge 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 bridge and its 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 bridge is at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

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

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

Bridge will be upgraded prior to use.

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  December 23 , 2013.

Executed in duplicate on the dates set forth below.

**Authority**  
By:  Matt Coffland /s/   
Commissioner/Trustee

By:  Mark A. Thomas /s/   
Commissioner/Trustee

By:  Ginny Favede /s/   
Commissioner/Trustee

By:  Fred F. Bennett /s/   
County Engineer

Dated:  12/23/13

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

County Prosecutor

**Operator**  
By:  J. Ross Kirtley /s/

Printed name:  Ross Kirtley

Company Name:  Gulfport Energy Corporation

Title:  Chief Operating Officer-Ohio

Dated:  12/23/13



**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 Bridge BEL-SOM-5-0.36 in accordance with the attached plans and/or county standards.
- 11) Maintain Bridge BEL-SOM-5-0.36 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.

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:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP/BAHMER SITE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation for the use of Bridge BEL-SOM-5-0.36, for the purpose of ingress and egress for drilling activity at the Bahmer 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 Avenue, Suite 100, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Bahmer Site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Bahmer 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 Bridge BEL-SOM-5-0.36 for the purpose of ingress to and egress from the Bahmer Site for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Bahmer 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 bridge 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 bridge, 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 bridge 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 bridge 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 Bridge BEL-SOM-5-0.36 to be utilized by Operator hereunder, is that bridge located .36 mile from the intersection with OH 147. 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/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. The portion of the bridge and its 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, the bridge 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 bridge 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 bridge 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 bridge and its 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 bridge is at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

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

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

Bridge will be upgraded prior to use.

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       December 23      , 2013.

Executed in duplicate on the dates set forth below.

**Authority**

By:   Matt Coffland /s/  

Commissioner/Trustee

By:   Mark A. Thomas /s/  

Commissioner/Trustee

By:   Ginny Favede /s/  

Commissioner/Trustee

By:   Fred F. Bennett /s/  

County Engineer

Dated:   12/23/13  

Approved as to Form:

  David K. Liberati /s/   Assistant

County Prosecutor

**Operator**

By:   J. Ross Kirtley /s/  

Printed name:   Ross Kirtley  

Company Name:   Gulfport Energy Corporation  

Title:   Chief Operating Officer-Ohio  

Dated:   12/23/13  

**Appendix A**

Operator shall:

- 15) 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.
- 16) ~~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.~~
- 17) Upgrade   Bridge BEL-SOM-5-0.36   in accordance with the attached plans and/or county standards.
- 18) Maintain   Bridge BEL-SOM-5-0.36   during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 19) 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.
- 20) 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.
- 21) 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:

- 5) 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).
- 6) 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:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:30 A.M.**

Motion made by Mrs. Favede, 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 employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:45 A.M.**

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

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF APPROVING THE HIRING OF  
BONNIE ZUZAK AS ASSISTANT CLERK FOR COMMISSIONERS OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Bonnie Zuzak as Assistant Clerk for the Belmont County Commissioners Office beginning December 30, 2013 at the rate of \$9.00 per hour and subject to the standard 120 day probationary period.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF  
JENNIFER FRANKOVICH AS ASSISTANT CLERK FOR COMMISSIONERS OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Jennifer Frankovich as Assistant Clerk for the Belmont County Commissioners Office beginning January 6, 2014 at the rate of \$9.00 per hour and subject to the standard 120 day probationary period.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF  
JULIE KLOSS AS SWITCHBOARD OPERATOR/MAIL CLERK/  
RECEPTIONIST FOR THE COMMISSIONERS OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Julie Kloss for the position of Switchboard Operator/Mail Clerk/Receptionist for the Belmont County Commissioners Office beginning January 13, 2014 at the rate of \$9.00 per hour and subject to the standard 120 day probationary period.

Upon roll call the vote was as follows:

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

Commissioner Favede noted that all three are replacement positions.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING**

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 30th day of December, 2013.

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

\_\_\_\_\_

We, Ginny Favede 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