

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, Commissioners and Jayne Long, Clerk of the Board.

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$603,058.53**

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

| <b>FROM</b>                              | <b>TO</b>                        | <b>AMOUNT</b> |
|--|----------------------------------|---------------|
| E-0051-A001-A50.000 Budget Stabilization | E-0052-A001-A93.007 Unemployment | \$ 11,000.00  |

**N80 OHIO VALLEY MALL LIFT STATION UPGRADE FUND/BCSSD**

| <b>FROM</b>                           | <b>TO</b>                             | <b>AMOUNT</b> |
|---------------------------------------|---------------------------------------|---------------|
| E-9080-N080-N03.013 Contract Projects | E-9080-N080-N02.011 Contract Services | \$15,000.00   |

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND THE N29 CAPITAL PROJECTS-FACILITIES FUND**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-0257-A015-A15.074 Transfers Out | R-9029-N029-N04.574 Transfers In | \$183,390.86  |

**P05 WWS #3 REVENUE FUND AND THE O09 BOND RETIREMENT-WATERLINE EXT. PROGRAM/BCSSD**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-3702-P005-P34.074 Transfers Out | R-9206-O009-O08.574 Transfers In | \$20,301.98   |

**P05 WWS #3 REVENUE FUND AND THE O11 MT. VICTORY BOND RETIREMENT FUND/BCSSD**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-3702-P005-P34.074 Transfers Out | R-9311-O011-O04.574 Transfers In | \$3,000.00    |

**P05 WWS #3 REVENUE FUND AND VARIOUS BCSSD FUNDS/BCSSD**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-3702-P005-P34.074 Transfers Out | R-9206-O009-O08.574 Transfers In | \$36,000.00   |
| E-3702-P005-P34.074 Transfers Out | R-9251-O051-O10.574 Transfers In | \$58,000.00   |
| E-3702-P005-P34.074 Transfers Out | R-9252-O052-O10.574 Transfers In | \$22,000.00   |

**P53 SSD #2 REVENUE FUND AND THE N14 SSD #2 CAPITAL IMPROVEMENT FUND/BCSSD**

| <b>FROM</b>                      | <b>TO</b>                       | <b>AMOUNT</b> |
|----------------------------------|---------------------------------|---------------|
| E-3705-P053-P16.074 Transfer Out | R-9014-N014-N07.574 Transfer In | \$3,337.12    |

**P53 SSD #2 REVENUE FUND AND THE O10 BOND RETIREMENT-FORCE MAIN EXT. PROJECT/BCSSD**

| <b>FROM</b>                      | <b>TO</b>                        | <b>AMOUNT</b> |
|----------------------------------|----------------------------------|---------------|
| E-3705-P053-P16.074 Transfer Out | R-9207-O010-O05.574 Transfers In | \$40,703.77   |

**P53 SSD #2 REVENUE FUND AND THE O12 NEFFS BOND RETIREMENT FUND/BCSSD**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-3705-P053-P16.074 Transfers Out | R-9312-O012-O05.574 Transfers In | \$8,153.80    |

**VARIOUS BCSSD FUNDS AND THE P59 WATER AND SEWER DEVELOPMENT FUND/BCSSD**

| <b>FROM</b>                      | <b>TO</b>                       | <b>AMOUNT</b> |
|----------------------------------|---------------------------------|---------------|
| E-3701-P003-P32.074 Transfer Out | R-3709-P059-P05.574 Transfer In | \$5,767.39    |
| E-3702-P005-P34.074 Transfer Out | R-3709-P059-P05.574 Transfer In | \$15,087.70   |
| E-3704-P051-P16.074 Transfer Out | R-3709-P059-P05.574 Transfer In | \$1,899.69    |
| E-3705-P053-P16.074 Transfer Out | R-3709-P059-P05.574 Transfer In | \$6,174.58    |

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

| <b>FROM</b>                  | <b>TO</b>                    | <b>AMOUNT</b> |
|------------------------------|------------------------------|---------------|
| E-5105-T008-T01.002 Salaries | E-0131-A006-A02.002 Salaries | \$3,260.76    |

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

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-3711-T010-T04.074 Transfers Out | R-3701-P003-P15.574 Transfers In | \$142.16      |
| E-3711-T010-T04.074 Transfers Out | R-3702-P005-P15.574 Transfers In | \$1,191.94    |
| E-3711-T010-T04.074 Transfers Out | R-3704-P051-P08.574 Transfers In | \$24.80       |
| E-3711-T010-T04.074 Transfers Out | R-3705-P053-P08.574 Transfers In | \$106.73      |
| E-3711-T010-T04.074 Transfers Out | R-3706-P055-P08.574 Transfers In | \$231.93      |

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of February 15, 2017:

**A00 GENERAL FUND**

|                     |                  |              |
|---------------------|------------------|--------------|
| E-0055-A004-B19.000 | County Buildings | \$4,272.67   |
| E-0131-A006-A17.012 | Cruisers         | \$2,822.10   |
| E-0257-A015-A15.074 | Transfers Out    | \$183,390.86 |
| E-0257-A017-A00.000 | Contingencies    | \$4,501.39   |

**H05 WORKFORCE DEVELOPMENT FUND/BCDJFS**

|                     |                            |            |
|---------------------|----------------------------|------------|
| E-2600-H005-H14.000 | OH Works Incentive Program | \$2,000.00 |
|---------------------|----------------------------|------------|

**H10 CHILD SUPPORT ENFORCEMENT ADMIN FUND/BCDJFS**

|                     |                |              |
|---------------------|----------------|--------------|
| E-2760-H010-H15.000 | Other Expenses | \$150,000.00 |
|---------------------|----------------|--------------|

**L01 SOIL CONSERVATION FUND/BSWCD**

|                     |           |             |
|---------------------|-----------|-------------|
| E-1810-L001-L01.002 | Salaries  | \$62,830.33 |
| E-1810-L001-L03.012 | Equipment | \$35,000.00 |

**M60 CARE & CUSTODY FUND-JUVENILE COURT**

|                     |                  |             |
|---------------------|------------------|-------------|
| E-0400-M060-M25.002 | Salaries C-CAP   | \$39,817.54 |
| E-0400-M060-M26.003 | PERS C-CAP       | \$867.51    |
| E-0400-M060-M60.002 | Salaries Truancy | \$13,776.72 |

**S12 BELMONT COUNTY PORT AUTHORITY FUND**

|                     |                       |              |
|---------------------|-----------------------|--------------|
| E-9799-S012-S07.000 | Professional Services | \$36,814.15  |
| E-9799-S012-S21.000 | Armory Property       | \$166,493.31 |

**S31 NSLA OAKVIEW JUVENILE FUND**

|                     |                         |         |
|---------------------|-------------------------|---------|
| E-8011-S031-S02.000 | Food (NSLA/Meal Ticket) | \$45.00 |
|---------------------|-------------------------|---------|

**T08 DOMESTIC VIOLENCE GRANT/SHERIFF**

|                     |          |            |
|---------------------|----------|------------|
| E-5105-T008-T01.002 | Salaries | \$3,260.76 |
|---------------------|----------|------------|

**U10 SHERIFF'S RESERVE FUND**

|                     |                |            |
|---------------------|----------------|------------|
| E-9710-U010-U06.000 | Other Expenses | \$3,900.00 |
|---------------------|----------------|------------|

**W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND**

|                     |          |          |
|---------------------|----------|----------|
| E-1511-W080-P02.010 | Supplies | \$239.99 |
|---------------------|----------|----------|

**W98 CEBCO WELLNESS GRANT FUND**

|                     |               |             |
|---------------------|---------------|-------------|
| E-1498-W098-W11.000 | 2017 Expenses | \$10,396.00 |
|---------------------|---------------|-------------|

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated February 15, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

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

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

**HUMAN RESOURCES**-Katie Bayness to Columbus, OH, on March 7, 2017, to attend the State Personnel Board of Review Hearing. A county vehicle will be used for travel. Katie Bayness to Columbus, OH, on May 17-18, 2017, to attend the NPELRA Academy: The Investigations Process. Estimated expenses: \$299.00.

**SENIORS**-Kay Driscoll to Adena, OH, on March 2, 2017, to Greystone Health Network for the purpose of socializing and eating lunch. A county vehicle will be used for travel. Shirley Jo Case, Daisy Braun, Kay Driscoll, Kelly Ann Fetzer, Sue Hine, Tish Kinney, Sandy Milovac, Donna Steadman, Mary Beth Tennant and Linda Wells to Dublin, OH, on March 12-14, 2017, to attend OASC's 58<sup>th</sup> Annual Conference. County vehicles will be used for travel. Estimated expenses: \$3,110.00.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 8, 2017.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

Commissioner Thomas made the following announcement:

The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County Tourism Council Board. Interested parties can contact the Commissioners' office at [\(740\) 699-2155](tel:7406992155) to request an application. Applications will be accepted through Friday, March 10, 2017.

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION FOR VACATION OF ESSE ALLEY IN HIGHLAND ADDITION IN WARREN TWP./RD. IMP. 1151**

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the following Public Road Petition for vacation of Esse Alley in Highland Addition, located in Warren Township, Sec. 21 T-8, R-6 and recorded in Cabinet B Slide 120 and 121 in Belmont County Records' Office and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1151 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION**

**Rev. Code Sec. 5553.04  
WITH PETITION**

Belmont County, Ohio

February 03, 2017  
IMP- 1151

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

*The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of Esse Alley in Highland Addition which is located in Warren Twp. Sec 21, T-8, R-6 and recorded in Cabinet B Slide 120 and 121 in the Belmont County Recorder's Office. a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.*

*The following is the general route and termini of said road:*

Esse Alley starting on the northeast corner of Lot #96 and going to the northwest corner of Lot #96 for a total distance of 162.5 feet and 25 feet in width.

**PUBLIC ROAD PETITION**

**NAME (SIGN & PRINT)                      TAX MAILING ADDRESS (PLEASE PRINT)**

|                                  |                           |
|----------------------------------|---------------------------|
| <i>Robert W. Lambert, Jr /s/</i> | P. O. Box 121             |
| Robert W. Lambert, Jr.           | Barnesville, Ohio Belmont |
| <i>Valerie Householder /s/</i>   | 315 North Arch St.        |
| Valerie Householder              | Barnesville, Ohio 43713   |
| <i>Royann Brill /s/</i>          | 61960 Fairview Rd.        |
| Royann Brill                     | Barnesville, OH 43713     |
| Scott Shipley                    | 61941 Fairview Rd.        |
| <i>Scott Shipley /s/</i>         | Barnesville, Ohio 43713   |
| <i>Martin White /s/</i>          | 220 Bellview St.          |
| Martin White                     | Barnesville, Ohio 43713   |
| <i>Betsy Welch /s/</i>           | 62069 Fairview Road       |
| Betsy Welch                      | Barnesville, OH 43713     |
| <i>Mary Wildes/s/</i>            | 62145 Faiview Rd.         |
| Mary Wildes                      | Barnesville, Oh 43713     |
| <i>Jeannie Triplett /s/</i>      | 62165 Fairview Rd.        |
| Jeannie Triplett                 | Barnesville, Ohio 43713   |
| <i>Opie A. Triplett /s/</i>      | 62165 Fairview Rd.        |
| Opie A. Triplett                 | Barnesville, Ohio 43713   |
| <i>Ronald L. Kennedy /s/</i>     | 62280 Fairview Rd.        |
| Ronald L. Kennedy                | Barnesville, OH 43713     |
| Rose Kennedy                     | 62280 Fairview Road       |
| <i>Rose Kennedy /s/</i>          | Barnesville, Ohio 43713   |
| Mike Starr                       | 500 Pultney Ave.          |
| <i>Mike Starr /s/</i>            | Barnesville, OH 43713     |
| Sheila Bland                     | 808 W. Main St.           |
| <i>Sheila Bland /s/</i>          | Barnesville, OH 43713     |
| Carl L. Lewis                    | 915 W. Main St.           |
| <i>Carl L. Lewis /s/</i>         | Barnesville, OH 43713     |
| Joseph D. Brown                  | 62119 Fairview Rd.        |
| <i>Joseph D. Brown /s/</i>       | Barnesville, OH 43713     |
| Doris Brown                      | 6219 Fairview Rd.         |
| <i>Doris Brown /s/</i>           | Barnesville, Ohio 43713   |
| Todd Lynn                        | 34939 Johnson Ridge Road  |
| <i>Todd Lynn /s/</i>             | Barnesville, OH 43713     |
| Debra Lucas                      | 204 Woodland Ave.         |
| <i>Debra Lucas /s/</i>           | Barnesville, Ohio 43713   |
| Elizabeth Hartley                | 62020 Fairview Road       |
| <i>Elizabeth Hartley /s/</i>     | Barnesville, OH 43713     |
| Robyn K. Marshall                | 36520 Slabtown Rd.        |
| <i>Robyn K. Marshall /s/</i>     | Barnesville, OH 43713     |
| AJ Bohandg                       | 226 West South St.        |
| <i>AJ Bohandg /s/</i>            | Barnesville, OH 43713     |

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF THE VACATION OF  
ESSE ALLEY IN HIGHLAND ADDITION  
WARREN TWP. SEC. 21, T-8, R-6/RD IMP 1151**

**Office of County Commissioners**

**Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice**

**Thereof on Public Road Petition**

**Rev. Code, Sec. 5553.05**

**RD. IMP. 1151**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 15th day of February, 2017 at the office of the Commissioners with the following members present:

Mr. Thomas  
Mr. Dutton  
Mr. Meyer

Mr. Thomas moved the adoption of the following:

**RESOLUTION**

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate Esse Alley in Highland Addition located in Warren Township Section 21, T-8, R-6 and on Cab. B Slide 120 and 121 in the Belmont County Recorder's Office.

RESOLVED, That the 1st day of March, 2017 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 8th day of March, 2017, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

February 15, 2017

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

Adopted February 15, 2017

Jayne Long /s/

Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating," "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING  
PUBLIC ROAD (by publication)  
Rev. Code, Sec., 5553.05**

**ROAD IMP. # 1151**

**Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of Esse Alley in Highland Addition located in Warren Township, Section 21, T-8, R-6, and recorded in Cabinet B Slide 120 and 121 in the Belmont County Recorder's Office, a public road, the general route and termini of which Road are as follows:**

*Esse Alley starting on the northeast corner of Lot #96 and going to the northwest corner of Lot #96 for a total distance of 162.5 feet and 25 feet in width.*

**Said Board of County Commissioners has fixed the 1<sup>st</sup> day of March, 2017, at 12:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 8th day of March, 2017, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.**

**By Order of the Board of County Commissioners,  
Belmont County, Ohio**

Jayne Long /s/

Jayne Long, Clerk

**ADV. TIMES LEADER (2) Tuesdays – February 21, 2017 and February 28, 2017**

**IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE  
AGREEMENT WITH SUMMIT MIDSTREAM UTICA, LLC, FOR  
CONSTRUCTION ACTIVITY/BOROVICH LATERAL**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into a **Roadway Use Maintenance Agreement** with Summit Midstream Utica, LLC, effective February 15, 2017, for the use of 0.76 miles of CR-5 (Glencoe-St. Clairsville Rd.) for construction activity at the Borovich Lateral.

*Note: County Wide Bond #00220044096 for \$1 million on file.*

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between the Belmont County Commissioners, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Summit Midstream Utica, LLC, whose address is 123 Turkey Run Road, Salem, WV 26426 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator intends to develop and operate the **Borovich Lateral**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the **Borovich Lateral** (hereafter collectively referred to as "oil and gas pipeline and compressor station activities") located in **Richland Township**, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of **0.76 miles of CR-5 (Glencoe-St. Clairsville Rd.)** for the purpose of ingress to and egress from the **Borovich Lateral**, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the **Borovich Lateral** (hereinafter referred to collectively as "oil and gas pipelines and compressor stations"); and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such oil and gas pipelines and compressor stations; and

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

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

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

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

1. The portion of **CR-5, (Glencoe-St. Clairsville Rd.)**, to be utilized by Operator hereunder, is that exclusive portion beginning at **intersection of T-281 and CR-5 continuing south for 0.76 miles**. It is understood and agreed that the Operator shall not utilize any of the remainder of **CR-5** for any of its oil and gas pipelines and compressor stations hereunder.

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

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known oil and gas pipelines and compressor stations utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable

for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the Railroad Company, or lack of notification by Operator.

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

5. Unless accepted for the reasons provided below, prior to the oil and gas pipelines and compressor stations on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the oil and gas pipelines and compressor stations on the Route by Operator. The amount of the blanket bond or surety shall be listed on bond # 00220044096 in an amount of \$1,000,000 & 00/100 DOLLARS. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- 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 pipelines and compressor station activities.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

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

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

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

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

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

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

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

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

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

15. This Agreement shall be in effect on February 15, 2017.

Executed in duplicate on the dates set forth below.

|                  |  |
|------------------|--|
| To the County:   | Terry Lively<br>County Engineer<br>101 W. Main ST.<br>St. Clairsville, Ohio 43950<br>Office: (740) 699-2160  |
| To the Operator: | Jeff Heinle, Area Operations Director<br>Summit Midstream Utica<br>51450 Thatcher Road<br>Jacobsburg, OH 43933<br>Office: (970) 573-7005<br>Cell: (970) 629-3692<br>Email: jheinle@summitmidstream.com<br>Renata Busch, Permit and Regulatory Manager<br>Summit Midstream Utica<br>123 Turkey Run Road<br>Salem, WV 26426<br>Office: (304) 566-3184<br>Cell: (970) 319-8890<br>Email: rbusch@summitmidstream.com<br>Gino Cingolani, Construction Coordinator<br>Field Agent for Summit Midstream Utica<br>Cell: (870) 265-1814<br>Email: agcingolani@gmail.com<br>Jesse West, Project Manager<br>Summit Midstream Utica<br>999 18 <sup>th</sup> Street, Suite 3400S<br>Denver, CO 80202<br>Office: (720) 441-0242<br>Cell: (970) 682-5349<br>Email: jesse.west@summitmidstream.com |

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

**Authority**

By: *Mark A. Thomas* /s/

Commissioner

**Operator**

**SUMMIT MIDSTREAM UTICA, LLC**

By: *Renata Busch* /s/

Printed name: Reneta Busch

Title: Permit and Regulatory Manager

Dated: January 25, 2017

By: *J. P. Dutton /s/*

Commissioner

By: *Josh Meyer /s/*

Commissioner

By: *Terry Lively /s/*

County Engineer

Dated: 02/15/17

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

County Prosecutor

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**IN THE MATTER OF SIGNING THE TITLE IV-D CONTRACT RENEWAL BETWEEN BELMONT COUNTY CSEA AND THE BELMONT COUNTY COMMON PLEAS COURT MAGISTRATE**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the Title IV-D Contract renewal between Belmont County Child Support Enforcement Agency and the Belmont County Common Pleas Court Magistrate for administration of the support enforcement program, effective January 1, 2017 through December 31, 2017, in the maximum amount of \$30,166.98.

*Note: Funding is 66% federal share and 34% local share.*

Ohio Department of Job and Family Services

**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and Rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the Belmont County Common Pleas Court Magistrate (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the Rules in Division 5101 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

- IV-D Contract Period:** The IV-D Contract is effective from January 1, 2017 through December 31, 2017, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: CSEA Initiated entry that summarizes the Court's activity and results of any CSEA initiated case with or without a hearing. Magistrate will not bill for any non-CSEA initiated cases. The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).
- Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA Initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

|  |   |
|--|---|
| Initials of Authorized CSEA Representative | Initials of Authorized Court Representative |
|--|---|

**4. IV-D Contract Costs:**

- 4A. Unit Rate:** The Unit Rate for this IV-D Contract is \$19.46 per Unit of Service as determined by:
  - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
  - The procurement process for a IV-D Contract With a private entity.
- 4B. Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$30,166.98
- Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:**

|                          | Amount      | Source        |
|--------------------------|-------------|---------------|
| Non-Federal              | \$10,256.77 | Local Sources |
| FFP Reimbursement        | \$19,910.21 |               |
| Total IV-D Contract Cost | \$30,166.98 |               |

- 5B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
- Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
- Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 A.M. and 4:30 P.M. on the following days Monday through Friday with the exception of the following days: all county and court holidays.
- Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, snuck out, or added, except for the following:
  - Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037. or
  - Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the

CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment. If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been Included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such Insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the 01110 Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A.
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

|  |   |
|--|---|
| Signature of CSEA's Representative<br><i>Vince Gianangeli /s/</i>              | Printed Name of CSEA's Representative<br>Vince Gianangeli, Director |
| Date of Signature<br>2-3-17  |   |
| Signature of Contractor's Representative<br><i>Frank A. Fregiato Judge /s/</i> | Printed Name of Contractor's Representative<br>Judge Frank Fregiato |
| Date of Signature<br>2-1-17  | Printed Street Address of Contractor<br>101 W. Main St              |

|   |   |
|---|---|
| Printed Title of Contractor's Representative<br>Judge                                   | Printed City, State and Zip Code of Contractor<br>St. Clairsville, OH 43950 |
| Signature of County Commissioner or Representative<br><i>Mark A. Thomas /s/</i>         | Date of Signature<br>02/15/17   |
| Signature of County Commissioner or Representative<br><i>J. P. Dutton /s/</i>           | Date of Signature<br>02/15/17   |
| Signature of County Commissioner or Representative<br><i>Josh Meyer /s/</i>             | Date of Signature<br>02/15/17   |
| Signature of Prosecutor if required by County Commissioners<br><i>Daniel P. Fry /s/</i> | Date of Signature<br>2-2-17   |

Upon roll call the vote was as follows:

- Mr. Thomas
- Mr. Dutton
- Mr. Meyer

**IN THE MATTER OF SIGNING THE TITLE IV-D CONTRACT RENEWAL BETWEEN BELMONT COUNTY CSEA AND THE BELMONT COUNTY PROSECUTOR**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the Title IV-D Contract renewal between the Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services, effective January 1, 2017 through December 31, 2017, in the maximum amount of \$69,079.50.

*Note: Funding is 66% federal share and 34% local share.*

Ohio Department of Job and Family Services

**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the Belmont County Prosecutor (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the Rules in Division 5101 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from January 1, 2017 through December 31, 2017, unless terminated earlier in accordance with the term listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of legal services rendered for the purposes of establishing paternity, establishing orders, enforcing orders, prosecuting criminal nonsupport cases, and performing other specified tasks as related to the CSEA and IV-D programs. Contractor will only bill the CSEA for actual time worked on CSEA-initiated cases. The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).
3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA Initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

|  |   |
|--|---|
| Initials of Authorized CSEA Representative | Initials of Authorized Court Representative |
|--|---|

4. **IV-D Contract Costs:**
  - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$37.96 per Unit of Service as determined by:
    - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
    - The procurement process for a IV-D Contract With a private entity.
  - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$69,079.50
5. **Availability of Funds:** *The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it Intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.*
- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

|                          | Amount      | Source        |
|--------------------------|-------------|---------------|
| Non-Federal Share        | \$23,487.03 | Local Sources |
| FFP Reimbursement        | \$45,592.47 |               |
| Total IV-d Contract Cost |             |               |

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 A.M. and 4:30 P.M on the following days Monday through Friday with the exception of the following days: all county and court holidays.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, snuck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037. or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.



When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such Insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A.
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

|   |  |
|---|--|
| Signature of CSEA's Representative<br><i>Vince Gianangeli /s/</i>               | Printed Name of CSEA's Representative<br>Vince Gianangeli, Director          |
| Date of Signature<br>2-3-17   |  |
| Signature of Contractor's Representative<br><i>Daniel P. Fry /s/</i>            | Printed Name of Contractor's Representative<br>Daniel P. Fry                 |
| Date of Signature<br>2-1-17   | Printed Street Address of Contractor<br>147 W. Main St                       |
| Printed Title of Contractor's Representative<br>Prosecuting attorney            | Printed City, State, and Zip Code of Contractor<br>St. Clairsville, OH 43950 |
| Signature of County Commissioner or Representative<br><i>Mark A. Thomas /s/</i> | Date of Signature<br>02/15/17  |

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|   |                               |
|---|-------------------------------|
| Signature of County Commissioner or Representative<br><i>J. P. Dutton /s/</i>           | Date of Signature<br>02/15/17 |
| Signature of County Commissioner or Representative<br><i>Josh Meyer /s/</i>             | Date of Signature<br>02/15/17 |
| Signature of Prosecutor if required by County Commissioners<br><i>Daniel P. Fry /s/</i> | Date of Signature<br>2-1-17   |

Upon roll call the vote was as follows:

Mr. Thomas  
Mr. Meyer  
Mr. Dutton

**IN THE MATTER OF ENTERING INTO AN EXTENSION/RENEWAL OF  
CONTRACTS FOR HOMEMAKER/PERSONAL CARE SERVICES/SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into an extension/renewal of the contracts entered into March 1, 2016 for Homemaker/Personal Care Services between the Belmont County Board of Commissioners dba Senior Services of Belmont County and the following providers to extend the current contracts through February 28, 2018:

- Addus Healthcare, Inc.
- Advanced Home Health, Inc.
- Just Right Homecare, Inc.

**BELMONT COUNTY COMMISSIONERS  
d/b/a/SENIOR SERVICES OF BELMONT COUNTY  
Extension/Renewal of Agreement for Purchase of the Performance of Services Contract  
Homemaker/Personal Care Services**

The parties to the contract entered into as of the 1<sup>st</sup> day of **March, 2016**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a/ Senior Services of Belmont County** ("Purchaser" or "SSBOC") and **Addus Healthcare (South Carolina), Inc.** (hereinafter "Contractor") for homemaker/personal care services hereby agree to extend the contract (or alternatively waive the sixty (60) day provision for renewal and renew it) in accordance with Section 3 until the new termination date of February 28, 2018. The contract shall be so construed, and in all other respects, the contract remains in force. If and to the extent necessary to ensure its validity, this agreement to continue doing business according to the terms of the current contract shall be considered a new contract subject to any applicable statutory limits and the termination date of February 28, 2018.

**FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a/ SENIOR SERVICES OF BELMONT COUNTY**

Mark A. Thomas /s/ 02/15/17  
**Mark A. Thomas, President,**  
**Belmont County Commissioners**  
**Date**

J. P. Dutton /s/ 02/15/17  
**J.P. Dutton,**  
**Belmont County Commissioner**  
**Date**

Josh Meyer /s/ 02/15/17  
**Josh Meyer,**  
**Belmont County Commissioner**  
**Date**

Diane Kumarich /s/ 02/13/17  
**Diane Kumarich, VP National Contracts and**  
**Managed Care Business Development**  
**Date**

David K. Liberati /s/ 02/14/17  
**David K. Liberati**  
**Date**

**APPROVED AS TO FORM**

David K. Liberati /s/ 02/14/17  
**David K. Liberati**  
**Assist. Belmont County Prosecutor**  
**Date**

**BELMONT COUNTY COMMISSIONERS  
d/b/a/SENIOR SERVICES OF BELMONT COUNTY  
Extension/Renewal of Agreement for Purchase of the Performance of Services Contract  
Homemaker/Personal Care Services**

The parties to the contract entered into as of the 1<sup>st</sup> day of **March, 2016**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a/ Senior Services of Belmont County** ("Purchaser" or "SSBOC") and **Advanced Home Health, Inc.** (hereinafter "Contractor") for homemaker/personal care services hereby agree to extend the contract (or alternatively waive the sixty (60) day provision for renewal and renew it) in accordance with Section 3 until the new termination date of February 28, 2018. The contract shall be so construed, and in all other respects, the contract remains in force. If and to the extent necessary to ensure its validity, this agreement to continue doing business according to the terms of the current contract shall be considered a new contract subject to any applicable statutory limits and the termination date of February 28, 2018.

**FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a/ SENIOR SERVICES OF BELMONT COUNTY**

Mark A. Thomas /s/ 02/15/17  
**Mark A. Thomas, President,**  
**Belmont County Commissioners**  
**Date**

J. P. Dutton /s/ 02/15/17  
**J.P. Dutton,**  
**Belmont County Commissioner**  
**Date**

Josh Meyer /s/ 02/15/17  
**Josh Meyer,**  
**Belmont County Commissioner**  
**Date**

Sheila Smith /s/ 01/30/17  
**FOR ADVANCED HOME HEALTH, INC.**  
**Date**

**APPROVED AS TO FORM**

David K. Liberati /s/ 02/06/17  
**David K. Liberati**  
**Assist. Belmont County Prosecutor**  
**Date**

**BELMONT COUNTY COMMISSIONERS  
d/b/a/SENIOR SERVICES OF BELMONT COUNTY  
Extension/Renewal of Agreement for Purchase of the Performance of Services Contract  
Homemaker/Personal Care Services**

The parties to the contract entered into as of the 1<sup>st</sup> day of **March, 2016**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a/ Senior Services of Belmont County** ("Purchaser" or "SSBOC") and **Just Right Homecare, Inc.** (hereinafter "Contractor") for homemaker/personal care services hereby agree to extend the contract (or alternatively waive the sixty (60) day

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provision for renewal and renew it) in accordance with Section 3 until the new termination date of February 28, 2018. The contract shall be so construed, and in all other respects, the contract remains in force. If and to the extent necessary to ensure its validity, this agreement to continue doing business according to the terms of the current contract shall be considered a new contract subject to any applicable statutory limits and the termination date of February 28, 2018.

**FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a/ SENIOR SERVICES OF BELMONT COUNTY**

Mark A. Thomas /s/ 02/15/17

**Mark A. Thomas, President,  
Belmont County Commissioners** **Date**

J. P. Dutton /s/ 02/15/17

**J.P. Dutton,  
Belmont County Commissioner** **Date**

Josh Meyer /s/ 02/15/17

**Josh Meyer,  
Belmont County Commissioner** **Date**

Janiee L. Ress /s/ 01/27/17

**FOR JUST RIGHT HOMECARE, INC.** **Date**

**APPROVED AS TO FORM**

David K. Liberati /s/ 01/30/17

**David K. Liberati** **Date**

**Assist. Belmont County Prosecutor**

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**IN THE MATTER OF APPROVING PAYMENT OF PAY REQUEST #14**

**FOR GREENCORE DESIGNS, INC./SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the payment of Invoice #14-019.14 (Pay Request #14) for GreenCore Designs, Inc., in the amount of \$5,819.35 (\$5,125.50 for Construction Administration and \$693.85 for reimbursables) for the Senior Services of Belmont County - Community Building, Project Number 14-019.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPROVING PAY REQUEST #16 FROM**

**VENDRICK CONSTRUCTION, INC./SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the execution of Pay Request Number 16 from VendRICK Construction, Inc., in the amount of \$81,623.05 for the Senior Services of Belmont County - Community Building, Project # 14-019.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF EXECUTING SUBGRANT AWARD AGREEMENT**

**FOR SHERIFF'S SKILLS MANAGER SOFTWARE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to execute the Subgrant Award Agreement for the Belmont County Sheriff's *Skills Manager Software* as follows:

Subgrant Number: 2016-JG-A02-6646  
Award Period: 01/01/17 – 12/31/17  
Award Amount: \$ 3,658.50  
Local Cash Match: \$ 1,219.50  
Project Total: \$ 4,878.00

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF APPROVING ESTIMATE FROM ERB ELECTRIC COMPANY**

**TO INSTALL WIRELESS BRIDGE/OAKVIEW ADMINISTRATION**

**BUILDING/RECORDS CENTER AND SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the estimate dated February 3, 2017, from Erb Electric Company in the amount of \$2,296.00 for all labor and equipment necessary to install a wireless bridge that will allow the Oakview Administration Building/Records Center and the new Senior Services of Belmont County – Community Building to share telephone and internet services.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPROVING ESTIMATE NUMBER 1018 FROM 1<sup>ST</sup> SIGHT TECHNOLOGY, LLC/**

**COURTHOUSE FIRST FLOOR NETWORK VIDEO RECORDER UPGRADE**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve Estimate Number 1018 from 1<sup>st</sup> Sight Technology, LLC, in the amount of \$9,307.00 for all labor and equipment necessary to upgrade the Network Video Recorder (NVR) and various security cameras on the first floor of the Belmont County Courthouse to an Internet Protocol (IP) system.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**IN THE MATTER OF APPROVING QUOTE FROM WHITESIDE OF**

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**ST. CLAIRSVILLE, INC./CORONER'S OFFICE**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the quote from Whiteside of St. Clairsville, Inc., in the amount of \$24,253.75 for the purchase of one (1) 2017 GMC Sierra 1500 4WD Regular Cab Long Bed Pick-up Truck for the Belmont County Coroner's Office. *(This unit will replace their 2005 Chevrolet Uplander Van.)*

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPROVING QUOTE FROM DOAN FORD-LINCOLN/ANIMAL SHELTER**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the quote from Doan Ford-Lincoln in the amount of \$22,148.50 for the purchase of one (1) 2017 Ford Transit Connect Compact Cargo Van for the Belmont County Animal Shelter. *(This unit will replace their 2004 Dodge Dakota 4WD Pick-up Truck.)*

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

Mr. Thomas noted this replaces a 13 year-old vehicle and will save on the cost of repairs that have exceeded the value of the vehicle.

**Larry Merry, Director, Belmont County Port Authority**

**Re: Department update**

Present: Larry Merry and Sherri Butler, Port Authority Administrative Assistant. Mr. Merry presented the Annual Report of Port Authority Activity 2016 including: Property Sales and Purchases, Joint Economic Development Districts (JEDD 1 & 2) activity, Roadway Improvements to Aid Job Retention and Creation, Oil and Gas Industry, the Transportation Improvement District (TID), and the St. Clair Commons development. Mr. Merry noted that the Port Authority was appointed in 2016 at the Enterprise Zone Manager for Belmont County. The Port Authority then assisted Muxie Distributing with a tax abatement for an expansion that will result in new jobs. Mr. Merry said the annual Oil and Gas Expo will be held on April 25 and 26, 2017.

**RECESS**

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:35 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 11:35 a.m.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

Read, approved and signed this 22nd day of February, 2017.

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

J. P. Dutton /s/\_\_\_\_\_ COUNTY COMMISSIONERS

Josh Meyer /s/\_\_\_\_\_

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

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

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