

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 \$373,619.73

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/JUVENILE COURT

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0054-A006-F01.002 Salaries-Employees	\$10,635.26
E-0082-A002-C22.000 Contract Repairs	E-0082-A002-C38.000 Other Expenses	\$2,000.00

P53 SSD #2 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P01.002 Salaries	\$31,500.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P02.010 Supplies	\$200.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P07.011 Contract Services	\$5,000.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P09.000 Sewage Disposal	\$45,000.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P13.003 PERS	\$4,500.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P15.000 Other Expenses	\$9,000.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P35.005 Medicare	\$500.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$15,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-SEPTEMBER & OCTOBER, 2017

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following transfer of funds for Hospitalization Chargebacks for September and October, 2017.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	8,930.72
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	23,553.24
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	38,568.78
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	14,279.21
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,845.90
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	0.00
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	0.00
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	6,084.82
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	5,691.80
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	1,079.64
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	8,537.70
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	120,512.68
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	163,352.35
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	15,647.94
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,845.90

E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	5,005.18
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	52,405.26
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	16,388.78
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	5,691.80
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	86,655.48
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	15,505.65
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	1,422.95
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,422.95
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,845.90
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	28,852.02
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,079.64
	WATER DEPARTMENT		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	31,188.44
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	17,340.99
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	14,692.04
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	556.44
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	1,079.64
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,276.72
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	718.38
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	608.48
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	2,561.32
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	731.12
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	0.00
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	1,015.72
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,845.90
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	2,845.90
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	5,691.80

TOTALS **\$713,359.18**

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:
DJFS-Kara Purtiman, Kim Rico, Sarah Horne, Erin Greenwood, Kathy Probst and Cindy Berry to Columbus, OH, on October 15-17, 2017, to attend the Ohio CSEA Directors' Association Fall Training. Estimated expenses: \$4,777.44. Bonnie White and Lynne Zanke to Columbus, OH, on October 22-24, 2017, to attend the CFIS User Group. Lori O'Grady to Youngstown, OH, on December 3-4, 2017, to attend the Human Resource Law Boot Camp. Estimated expenses: \$1,885.91

SENIORS-Donna Steadman to Moundville, WV, on October 10, 17, 24 and 31, 2017, for a senior center outing to the Four Seasons Pool. Kelly Ann Fetzer to Walnut Creek, OH, on October 13, 2017, for a senior center outing to The Farm. Denise Starr to Berlin, OH, on October 13, 2017, for a senior center outing to Amish Country. Daisy Braun to Washington, PA, on October 13, 2017, for a senior center outing to the Pumpkin Patch. Donna Steadman to Coshocton, OH, on October 20, 2017, for a senior center outing to the Apple Butter Festival. County vehicles will be used for travel.

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 September 20, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
------------	-----

October 4, 2017

Mr. Meyer	Yes
Mr. Dutton	Yes

Mr. Thomas made the following announcement-

The Belmont County Board of Commissioners is accepting applications to fill a position on the Transportation Improvement District (TID) Board. Applications will be accepted through **November 10**, 2017. Interested parties may stop in or contact the Commissioners' office at ([740-699-2155](tel:740-699-2155)) to request an application.

IN THE MATTER OF ADOPTING RESOLUTION WAIVING LOCAL GOVERNMENT FUNDS FOR 2018

Motion made by Commissioner Thomas, seconded by Commissioner Meyer, to adopt the following Resolution:

WHEREAS, Ohio Revised Code section 5747.53 authorizes the adoption of an alternative method for determining the amount to be apportioned from the undivided local government fund ("LGF") among the various political subdivisions within a county; and, **WHEREAS**, the various subdivisions have used the same formula in the county for many years and which allocates 15% to Belmont County; and,

WHEREAS, Belmont County's budget and receipts are more stabilized over the last few years due to an improved economy, sales tax receipts and other revenue generators; and,

WHEREAS, the Belmont County Commission recognizes that recent state local government cuts have crippled all of our local governments and they are in need of financial help; and,

WHEREAS, the Belmont County Commission desires to help all of the county's political subdivisions for the 2018 year; and,

WHEREAS, the Belmont County Commission is not adopting an alternative funding method but only waiving its 2018 allocation on a one-time basis.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Belmont County, Ohio: reduce its allocation, by waiver, of the LGF to 0.00% for calendar year 2018 only.

2. That the Board requests the Belmont County Budget Commission to redistribute its 15 % allocation to the all political subdivisions in proportion as currently allocated within the formula, minus Belmont County.

3. That a certified copy of this resolution be delivered to the Belmont County Budget Commission

Upon roll call the vote was as follows:

Mr. Thomas	<u>Yes</u>
Mr. Meyer	<u>Yes</u>
Mr. Dutton	<u>Yes</u>

Mr. Thomas noted the county has waived its share of the funds since 2014 and given it to the cities, villages and townships. The amount is over \$100,000 and Mr. Thomas said the Board feels it is better served to do this even though the county could use the funds.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF MISTY SMITH, PART-TIME UNIT SUPPORT WORKER II/SSOBC

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation of Misty Smith, part-time Unit Support Worker II at Senior Services of Belmont County, effective October 1, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR DAVID W. AND ANDREE N. WEIMER/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument for David and Andree Weimer, married**, for a mortgage deed dated November 27, 2007 as recorded in Volume 0134, pages 282-284 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated November 27, 2007, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0134 at pages 282-284, and executed by David and Andree Weimer, married, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

10-4-17
Date:

Belmont County Commissioners:

By: Mark A. Thomas /s/
Mark A. Thomas, President
J. P. Dutton /s/
J.P. Dutton
Josh Meyer /s/
Josh Meyer

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE VILLAGE OF POWHATAN POINT'S APPLICATION FOR USE OF MUNICIPAL STREET FUND/VEHICLE LICENSE TAX

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the Village of Powhatan Point's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$12,587.90, based upon the recommendation of Belmont County Engineer, Terry Lively, for paving Mellott Street (SR 7 to SR148).

The estimated cost is \$48,415.00 of which \$12,587.90 will be from this source.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO TWO (2) ROADWAY USE MAINTENANCE AGREEMENTS WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into two (2) **Roadway Use Maintenance Agreements** with Ascent Resources-Utica, LLC, effective October 4, 2017 for drilling activity at the following sites:

- 1) 1.3 miles of CR 5 (Glencoe-St. Clairsville Road) at the Coffield Well Site
- 2) 2.0 miles of CR 5 (Glencoe-St. Clairsville Road) at the Blessed Well Site

Note: Bond not required per County Engineer Terry Lively. Ascent Resources-Utica, LLC, has provided a geotechnical analysis report.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between BELMONT COUNTY, a political subdivision, whose mailing address is 101 W. Main Street, Courthouse, St. Clairsville, OH 43950 (hereafter "Authority"), and Ascent Resources-Utica, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use of 1.3 miles of CR 5 (Glencoe-St. Clairsville Rd) for the purpose of ingress to and egress from the Coffield Well Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Coffield Well Site (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 5 (Glencoe-St. Clairsville Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at SR 9 (Warnock St. Clairsville Rd) and ending at TR 281 (Methodist Ridge Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 for any of its Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the Township Trustees, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless accepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of 0 & 00/100 DOLLARS (\$ 0 .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

October 4, 2017

14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on October 4, 2017.
Executed in duplicate on the dates set forth below.

By: Mark Thomas /s/
Mark Thomas, Commissioner
By: J. P. Dutton /s/
J. P. Dutton, Commissioner
By: Josh Meyer /s/
Josh Meyer, Commissioner
Terry Lively /s/
Terry Lively, County Engineer
Dated: 10-4-17
Approved as to Form:
David K. Liberati /s/ Assit P.A.

By: Jeff B. Beck/s/
Printed name: Jeff B. Beck
Company Name: Ascent Resources – Utica, LLC
Title: Field Superintendent – Road Infrastructure Management
Dated: 10/02/2017

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between BELMONT COUNTY, a political subdivision, whose mailing address is 101 W. Main Street, Courthouse, St. Clairsville, OH 43950 (hereafter “Authority”), and Ascent Resources-Utica, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725 (Hereafter “Operator”), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use of 2.0 miles of CR 5 (Glencoe-St. Clairsville Rd) for the purpose of ingress to and egress from the Blessed Well Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Blessed Well Site (hereinafter referred to collectively as “Drilling Activity”); and

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

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

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

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

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

1. The portion of CR 5 (Glencoe-St. Clairsville Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at SR 9 (Warnock St. Clairsville Rd) and ending at TR 257 (Garrett Hill Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 for any of its Drilling Activities hereunder.

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

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

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

5. Unless accepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of 0 & 00/100 DOLLARS (\$ 0 .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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

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

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during

October 4, 2017

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 October 4, 2017

Executed in duplicate on the dates set forth below.

Authority

By: Mark Thomas /s/

Mark Thomas, Commissioner

By: J. P. Dutton /s/

J. P. Dutton, Commissioner

By: Josh Meyer /s/

Josh Meyer, Commissioner

Terry Lively /s/

Terry Lively, County Engineer

Dated: 10-4-17

Approved as to Form:

David K. Liberati /s/ Assit P.A.

Upon roll call the vote was as follows:

Operator

By: Jeff B. Beck /s/

Printed name: Jeff B. Beck

Company Name: Ascent Resources – Utica, LLC

Title: Field Superintendent – Road Infrastructure Management

Dated: 10/02/2017

Mr. Thomas Yes

Mr. Meyer Yes

Mr. Dutton Yes

IN THE MATTER OF ENTERING INTO A ROADWAY USE

MAINTENANCE AGREEMENT WITH OXFORD MINING COMPANY, LLC

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into a **Roadway Use Maintenance Agreement** with Oxford Mining Company, LLC, effective October 4, 2017, for the use of 1.40 miles of CR-104 for mining activity for the Egypt Valley Wildlife Mine.

Note: Bond No. 11200-PB-OH for \$250,000 on file

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR SURFACE MINING 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 OXFORD MINING COMPANY, LLC, whose address is 40580 Cadiz-Piedmont Rd., Cadiz, Ohio, 43907 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain coal mining leasehold, and intends to develop and operate the [Egypt Valley Wildlife Mine], including the equipment, facilities, impoundments, and storage areas necessary for the operation of the [Egypt Valley Wildlife Mine] (hereafter collectively referred to as "mine development site") located in Kirkwood and Union TOWNSHIP in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 1.40 miles of CR-104 for the purpose of ingress to and egress from the mining facilities for the [Egypt Valley Wildlife Mine], for traffic necessary for the purpose of hauling coal and transporting parts and equipment to and from the facilities, (hereinafter referred to collectively as "Mining 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 Mining Activity; and

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

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline or Drilling Activity, prior to the start of Pipeline or 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-104 to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR-100 and ending at a point 1.40 miles Northeast of said intersection. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-104 for any of its Mining Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Mining Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline or 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 (SynTech) to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents over a length of 0.7 miles from the intersection of CR-100, past the existing residence and continuing Northeastward. Water trucks will remain on site to control dust periodically daily. An inspection of bridges shall be performed monthly at beginning of operations and may be done quarterly to semi-annual once a baseline of any wear is determined. Oxford will be responsible for inspection fees.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Mining Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of

such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

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

5. Unless accepted for the reasons provided below, prior to the Pipeline or 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 Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$280,000 & 00/100 DOLLARS (\$400,000.00 per mile paved; \$200,000 per mile unpaved). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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

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

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

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

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

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

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

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

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

15. This Agreement shall be in effect on October 4, 2017.

Executed in duplicate on the dates set forth below.

By: Mark A. Thomas /s/
Commissioner

By: Gregory J. Honish/s/

By: J. P. Dutton /s/
Commissioner

Printed name: Gregory J. Honish

By: Josh Meyer /s/
Commissioner

Company Name: Oxford Mining Company, LLC

Terry Lively /s/
County Engineer

Title: President & GM

Dated: 10-4-17

Dated: 9-25-17

Approved as to Form:
David K. Liberati /s/ Assist. P. A.

County Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO OIL AND GAS LEASE WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into an Oil and Gas Lease by and between the Belmont County Commissioners and Ascent Resources-Utica, LLC, effective October 4, 2017, in the amount of \$5,000 per net leasehold acre for 1.409 acres, Township Road 544, located in Colerain Township, for a five-year term, 20% royalty. Total Payment Amount: \$7,045.00.

PAID-UP OIL & GAS LEASE Lease No.

This Lease made this 4th day of October, 2017, by and between: **The Belmont County Board of Commissioners, by Mark A. Thomas, J. P. Dutton, and Josh Meyer**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct

October 4, 2017

pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the Township of **Colerain**, in the County of **Belmont**, in the State of **Ohio**, and described as follows: Township: 6; Range: 3; Section 24; SE ¼: Tax Parcel No.: Unknown, containing 1.409 acres, being further described as Township Road 544 within Hunter's Ridge Estates, First Addition

and is bounded formerly or currently as follows:

On the North by lands of: **Richard E. Liden and Jane L. Liden**

On the East by lands of: **Zachary I. Jarvis and Alicia J. Jarvis**

On the South by lands of: **James E. Schramm, Jr.**

On the West by lands of: **Sean P. Malloy**

and described for the purposes of this agreement as containing a total of 1.409 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from Allen K. Jaworski, Jr. and Michelle L. Jaworski, by virtue of plat dated April 29, 2009, and recorded in said County and State in Cabinet F, Slide 36. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. **October 3, 2017** (effective date) to 11:59 P.M. **October 4, 2022** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or

(iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective

lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of **Five (5) years** from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental, after the first year, at the rate of ~~five-dollars~~ **(\$5.00)** per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) ROYALTY: For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty twenty (20%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that

(E) the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(F) DAMAGES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(G) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(H) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

October 4, 2017

(I) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(J) LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(K) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(L) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or lands pooled or unitized therewith, but Lessee has commenced operations on the leased premises or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the leased premises or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. At no cost to Lessor, Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered;

October 4, 2017

provided, however, that upon each surrender as

to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

The Belmont County Board of Commissioners

Mark A. Thomas /s/

Mark A. Thomas

J. P. Dutton /s/

J. P. Dutton

Josh Meyer /s/

Josh Meyer

APPROVED AS TO FORM:

David K. Liberati /s/ Assist PA

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING PROPOSAL FROM PAUL/JAY ASSOCIATES/JUVENILE & PROBATE COURT ROOM

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve Proposal Number 30240 from Paul/Jay Associates in the amount of \$1,178.00 for three (3) signs for the Juvenile & Probate Court Room.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING PAYMENT OF INVOICE FROM DUCTZ OF CLEVELAND/JAIL

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the payment of Invoice #844219 from DUCTZ of Cleveland, in the amount of \$4,377.00 for ductwork cleaning at the Belmont County Jail.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING PREVENTATIVE MAINTENANCE AGREEMENT WITH T. TAMASOVICH MAILING MACHINE SERVICE/COURTHOUSE

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the Preventative Maintenance Agreement with T. Tamasovich Mailing Machine Service for the Postbase Pro 140 IP Mail Machine and the FP Conveyor that serves the Belmont County Courthouse, for a twelve month period beginning October 14, 2017, in the amount of \$999.50.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

OPEN PUBLIC FORUM-

Township Trustee President Frank Shaffer thanked the Board of Commissioners, on behalf of the Townships, for waiving the Local Government Funds.

9:30 Domestic Violence Awareness Month Proclamation

Cathy Campbell, Tri-County Help Center Executive Director and Michelle Helms, Belmont County Court Advocate

IN THE MATTER OF ADOPTING THE PROCLAMATION DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

Motion made by Mr. Thomas, seconded by Mr. Meyer to adopt the Domestic Violence Awareness Month Proclamation.

PROCLAMATION DECLARING OCTOBER DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Domestic Violence Awareness Month calls attention to the fact that domestic violence is a widespread issue and impacts every person in this community, crossing racial, social, religious, ethnic, geographic, and economic groups; and

WHEREAS, 1 in 3 women and 1 in 4 men will experience domestic violence in their lifetimes and 1 in 15 children are exposed to domestic violence; and

WHEREAS, nearly 20 people per minute are physically abused by an intimate partner resulting in more than 10 million people experiencing violence in a year; and

WHEREAS, when a person is abused it can leave long term, damaging effect on the victim as well as family, friends, and the community as a whole; and

WHEREAS, the ramifications of domestic violence are staggering with children who witness and experience violence. They are at a higher risk of failure in school, emotional disorders, substance abuse, and are more likely to perpetuate the cycle of abuse later in life; and

WHEREAS, domestic violence is an ongoing concern in our communities. In 2016, 72 adults and 73 children were sheltered by Tri-County Help Center, with 2,127 nights of safety provide to these survivors; and

October 4, 2017

WHEREAS, the crime of domestic violence violates a person's dignity, betrays their trust, crushes their spirit, and eliminates hope; and **WHEREAS**, survivors should have continuing access to the comfort and compassionate care they need to heal as well as counseling, advocacy, shelter, and other supportive services; and **WHEREAS**, we are calling on our partners and community members to continue working to support survivors and ensure that the next generations foster attitudes that support and promote healthy relationships, equality for all people, and respect for self and others. **NOW, THEREFORE, BE IT RESOLVED**, that Belmont County Commissioners do hereby recognize October as "Domestic Violence Awareness Month". This month let us mourn those who have passed as a result of domestic violence, celebrate those who survived, encourage those to seek help who need it, and support each other as we fight to end domestic violence.
Adopted this 4th day of October, 2017.

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

J. P. Dutton /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:46 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, and Attorney Jeff Stankunas, Isaac Wiles, (via phone), pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending litigation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 9:59 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 9:59 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:00 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:15 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session at 10:15 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**AS A RESULT OF EXECUTIVE SESSION-
IN THE MATTER OF APPROVING STATUS CHANGE OF NATHAN MORRIS
FROM FULL-TIME TO INTERMITTENT LPN/JAIL AND SARGUS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the status change of Nathan Morris from Full-Time to Intermittent LPN at the Belmont County Jail and Sargus Juvenile Center, effective October 2, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Budget Hearings-

Mr. Thomas advised all departments that where we are today is same as what was stated in memo sent from the Auditor's Department in March, potential less money being certified by Auditor's and he stressed we don't know if we can do any type of increases. He said there are projected cuts from Columbus and Medicaid sales taxes. He noted they do not have a final figure that will be certified, but he thinks it will be the same as last year or maybe less, as of now it is a little more. Mr. Thomas said budget hearings are being held earlier than usual this year so the Board can better plan.

PUBLIC DEFENDER-Present: Frank Pierce, Public Defender; Lisa West, Secretary and Bob Quirk, Assistant Public Defender

Mr. Pierce said they put in a 3% increase for the two secretaries for a cost of living raise. He said they have no control over the number of cases and the costs. Their personal internal figures are in-line with past events. Mr. Pierce said they are at a 45% reimbursement rate for Indigent Defense and it may change by 1% or 2%. Mr. Thomas noted the sales tax is doing fairly well, but he is not sure they will have the ability for a 3% increase or an across the board increase for anybody.

TOURISM-Present: Executive Director Barb Ballint, Board Member & Treasurer George Diab and Mary Ann Domyan, Bookkeeper

Ms. Ballint provided descriptions for all line items. She would like to streamline and have an annual allotment for operating and marketing and separate allotment for sponsorship and grants or a semi-annual allotment instead of monthly allotments. Mr. Thomas said the Board will take this under consideration. Mr. Diab said they have tried to keep the budget in-line with this year's per the Board's request due to the possibility of a creating a conference center. The benefit of billboard ads was discussed. Ms. Ballint will see how many calls are coming from the 800 number on the Fairview billboard. She is also looking at possible "welcome walls" and the associated costs. She estimates \$40,000 per wall.

October 4, 2017

Reconvened Tuesday, October 10, 2017 at 9:02 a.m. Present: Commissioners Thomas, Dutton and Meyer, and Jayne Long, Clerk.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:02 A.M.

Motion made by Mr. Thomas, seconded by Mr. Dutton to adjourn the meeting at 9:02 a.m.
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Read, approved and signed this 11th day of October, 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