

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Bonnie Zuzak, Assistant 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 Mrs. Favede, seconded by Mr. Coffland 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 \$13,891,194.45

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

E-0055-A004-B01.002 Salaries-Employees	E-0131-A006-A05.002 Maint. Salary-Sheriff	\$52,000.00
E-0055-A004-B16.003 PERS	E-0131-A006-A13.003 PERS/SPRS	\$ 8,000.00

K00 MVGT-ENGINEERS FUND

FROM	TO	AMOUNT
E-2812-K000-K13.012 Equipment	E-2813-K000-K40.074 Transfers Out	\$29,160.00
E-2813-K000-K30.013 Contract-Projects	E-2813-K000-K40.074 Transfers Out	\$49,205.63

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

GENERAL FUND AND THE N85 CAPITAL PROJECTS-SSD #2 FOX-SHANNON UPGRADE FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9085-N085-N03.574 Transfers-In	\$50,000.00

K00 MVGT-ENGINEERS TO O39 BOND RETIREMENT-ENGINEERS BRIDGE/RETENTION WALL FUND

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	E-9218-O039-O05.574 Transfers In	\$75,000.00
E-2813-K000-K40.074 Transfers Out	E-9218-O039-O05.574 Transfers In	\$ 3,365.63

O53 NOTE RETIREMENT SSD # 2 FORCE MAIN FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9253-O053-O10.574 Transfers In	\$29,531.67

S70 SENIOR PROGRAMS/IN-HOME CARE LEVY FUND AND THE O40 NOTE RETIREMENT-SENIOR SERVICES FUND

FROM	TO	AMOUNT
E-5005-S070-S14.074 Transfers Out	R-9240-O040-O10.574 Transfers In	\$832,333.33

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE

WAIVED HOSPITALIZATION CHARGEBACKS FOR

THE MONTHS OF DECEMBER 2015, JANUARY, FEBRUARY & MARCH 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of December, 2015, January, February & March, 2016.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	14,416.52
E-2218-G000.G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	333.33
E2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	333.33
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	2,333.31
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y03.500	0.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	601.21
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,429.15
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	94.69
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	102.81
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	16.15

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E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	5.97
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,583.32
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	1,499.98
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9891-Y091-Y03.500	333.33
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	999.99
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	4,499.95
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,666.65
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	500.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,583.32
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	1,916.64
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	333.33
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	333.33
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	0.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	333.33
	TOTAL		35,499.64

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 4, 2016****

O06 – SSD #2 SEWER BOND FUND

E-9203-O006-O02.050	Principal Loan Payment	\$ 9,475.65
E-9203-O006-O04.051	Interest Payment	\$14,644.21

O30 BOND RETIREMENT – JAIL CONSTRUCTION FUND

E-9212-O030-O01.050	Principal Payment	\$305,000.00
E-9212-O030-O02.051	Interest Payment	\$ 20,971.57

O31 BOND RETIREMENT – SATELLITE BUILDING FUND

E-9215-O031-O01.050	Bond Payment	\$962,000.00
E-9215-O031-O02.051	Interest Payment	\$ 14,389.92

O37 BOND RETIREMENT – EASTERN DIV. BLDG. FUND

E-9216-O037-O01.050	Principal Loan Payment	\$744,000.00
E-9216-O037-O02.051	Interest Payment	\$ 11,129.00

O50 NOTE RETIREMENT FUND-2014 WATER SYS IMP

E-9250-O050-O01.050	Principal Loan Payments	\$117,786.01
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S70 BELMONT COUNTY SENIOR PROGRAMS/IN-HOME CARE LEVY FUND

E-5005-S070-S14.074	Transfers Out	\$832,333.33
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****APRIL 20, 2016****

O30 BOND RETIREMENT – JAIL CONSTRUCTION FUND

E-9212-O030-O01.050	Principal Payment	\$1,097,000.00
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O39 BOND RETIREMENT-ENGINEERS BRIDGE/RET WALL FUND

E-9218-O039-O05.050	Principal Loan Payments	\$225,000.00
E-9218-O039-O06.051	Interest Payments	\$ 3,365.63

O40 NOTE RETIREMENT-SENIOR SERVICES FUND

E-9240-O040-O01.050	Principal Loan Payments	\$4,000,000.00
E-9240-O040-O02.051	Interest Payments	\$ 32,333.33

O50 NOTE RETIREMENT FUND-2014 WATER SYS IMP

E-9250-O050-O01.050	Principal Loan Payments	\$2,382,213.99
E-9250-O050-O02.051	Interest Payment	\$ 37,395.83

O53 NOTE RETIREMENT SSD #2 FORCE MAIN FUND/BCSSD

E-9253-O053-O01.050	Principal Loan Payments	\$2,567,000.00
E-9253-O053-O02.051	Interest Payments	\$ 24,531.67

Upon roll call the vote was as follows:

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

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

April 20, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.
O40 FUND/NOTE PAYMENT-\$832,333.33 transferred from S70 to O40 Note Retirement Fund 04/20/16
O50 BOND FUND-91,529.20 transferred from General Fund to O50 Bond Fund 02/10/16

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated April 20, 2016 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:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:
AUDITOR'S-Doug DeVault and Anthony Rocchio to Zanesville, OH, on May 17-18, 2016, for an Ohio Weights and Measures Regional Training class. A county vehicle will be used for travel. Estimated expenses: \$100.00
COMMISSIONERS-Katie Bayness to Worthington, OH, on May 19-20, 2016, to attend the 2016 SERB Academy. A county vehicle will be used for travel. Estimated expenses: \$493.00
COURT OF COMMON PLEAS-John Markus to Chillacothe, OH, on April 20, 2016, to serve a guardianship. A county vehicle will be used for travel.
DJFS-William Marinacci to Sugarcreek, OH, on June 22-24, 2016, for the 2016 Annual Foster Parent Conference. Vince Gianangeli to Coshocton, OH, on April 26, 2016, for the Wave 1 & 2 Shared Services Directors' meeting. Estimated expenses: \$502.28
SSD-Todd Krebs to Cambridge, OH, on April 28, 2016, to attend a water/wastewater training seminar. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 6 and April 12, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF EXTENDING THE
PROBATIONARY PERIOD OF NATHAN RAUSCHENBERG/
BCSSD EMPLOYEE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to extend the probationary period of Belmont County Sanitary Sewer District employee Nathan Rauschenberg for an additional 120 days, effective April 20, 2016, or until he receives his Class B CDL.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING RESIGNATION
OF DANA MEAGER/HR ADMINISTRATOR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of Ms. Dana Meager, Human Resource Administrator, effective April 22, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING MEG BIZZARRI
AS A MEMBER OF THE BELMONT COUNTY LAW LIBRARY
RESOURCES BOARD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Meg Bizzarri to the Belmont County Law Library Resources Board to fill the unexpired term of Matthew G. Chapman effective immediately through December 31, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
CONTRACT BETWEEN BCDJFS AND BELMONT COUNTY
CAC FOR PROVIDING A SUMMER EMPLOYMENT PROGRAM
TO SERVE PERSONS FROM A TANF ELIGIBLE FAMILY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the contract between the Belmont County Dept. of Job & Family Services and Belmont County Community Action Commission, effective May 1, 2016 through August 31, 2016 in an amount not to exceed \$345,112.00 for the purpose of providing a summer employment program to serve persons from a Belmont County Temporary Assistance To Needy Families (TANF) eligible family.

**CONTRACT
BETWEEN**

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
BELMONT COUNTY COMMUNITY ACTION COMMISSION**

This sub-recipient agreement is made and entered into this day of **May 1, 2016** by and between the Belmont County Department of Job and Family Services, **BCDJFS**, and the Belmont County Community Action Commission, doing business at 153 ½ West Main Street, St. Clairsville, Ohio 43950, a provider of service (hereinafter referred to as “**Provider**”).

This agreement shall constitute the entire agreement between the BCDJFS and Provider and any prior understanding or representation of any kind preceding the date of this contract shall not be binding upon either party except to the extent incorporated into this agreement. The following are the terms of the contract.

SUMMER EMPLOYMENT PROGRAM FOR YOUTH (CFDA 93.558)

**Funded by TANF Funds and Administered through
Prevention, Retention and Contingency (PRC) Programs**

- A. PURPOSE:** This agreement is entered into for the purpose of providing a summer employment program to serve persons from a Belmont County TANF-eligible family. The types of persons that may be served are: Youth ages 14-17 as long as the youth is a minor child in a needy family at or below 200% of federal poverty (youth may 18 if they are a full-time student in a secondary school); Youth ages 18-24 in a needy family at or below 200% of federal poverty that also has a minor child; or Youth ages 18-24 in a home at or below 200% of federal poverty with a minor child or pregnant; Non-custodial parents (even if the child is not in the home) in a home at or below 200% of federal poverty; or Youth in a foster care setting who are between the ages of 14 to 17 years of age or 18 years of age if they are a full-time student in a secondary school.
- B. PURCHASE OF SERVICES:** Subject to the terms and conditions set forth in this contract and the attachments (such attachments are deemed to be part of the contract as fully as if set forth herein), the BCDJFS agrees to purchase from and the Provider agrees to furnish those specific services detailed in this agreement.
- C. CONTRACT PERIOD:** This contract will be effective from May 1, 2016 through August 31, 2016 inclusive, unless otherwise terminated. Costs can be charged effective May 1, 2016. Normal PRC allocation liquidation rules apply with a closeout date of December 31, 2016.

The Provider hereby expressly agrees to neither perform work nor submit an invoice for payment, for work performed under this contract for any time period prior to notification that the contract has received approval of the Belmont County Board of Commissioners. The Provider further agrees to neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in this contract.

- D. COST AND DELIVERY OF PURCHASED SERVICES:** Billings under this contract shall be for actual costs incurred from May 1, 2016 through August 31, 2016 and shall not exceed \$315,112.00 of allowable costs for TANF Summer Youth Employment Program as listed in Section E – “Allowable Program Costs” and \$30,000.00 of the TANF Administration Allocation to be used solely for the purpose of administering the TANF Summer Youth Employment Program. The Provider agrees to accept as full payment for services rendered, in a manner satisfactory to the BCDJFS, actual cost reimbursement. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$345,112.00. Any cost overruns shall be the sole responsibility of the Provider. The Provider of services must provide a budget as part of this agreement.

E. SERVICE DESCRIPTION:

Employment:

The Provider of services will act as the employer of record and provide summer employment to TANF eligible youth including case management activities related to the program, job coaching, mentoring, worksite development, placement of youth at worksites, issuing wages to the youth, provisions of soft skills training as determined, youth registration on the OhioMeansJobs website, performance reporting, evaluation and other allowable program activities.

The youth will be provided Summer Work Experience up to forty (40) hours per week for a period of weeks beginning sometime after May 1, 2016 and ending on or before August 31, 2016. The number of weeks worked and hours worked per week by youth will be based on the total number of youth participating in the program; worksite needs and allocation. The youth will be paid the State of Ohio minimum wage of \$8.10 per hour. Fringes will consist of FICA and Worker’s Compensation.

Compliance Requirement:

The Provider of services must comply with all TANF program compliance requirements.

Performance Objectives:

1. The Provider of services must ensure youth are placed at appropriate and safe worksites.
2. The Provider of services must ensure all required paperwork is in place including but not limited to the posting of Minor Labor Laws at worksites, posting of the Minor List at the worksites, USCIS I-9 form is completed on all youth and worksite agreements are properly completed and signed by all parties.
3. The Provider of services must maintain proper payroll documentation.
4. The Provider of services must comply with the program requirements of reporting, OhioMeansJobs registration, evaluations, training and certificates of completion listed within the context of this agreement.

Monitoring will be conducted by the Belmont County Department of Job and Family Services to evaluate the Provider of services in meeting the performance objectives.

Reporting:

The Provider of services is required to submit, by month, data necessary to track the outcomes for the youth participants in the program. Reports will be due in the reporting tool by the tenth (10th) of each month. It may be accessed at <https://syep.jfs.ohio.gov>. Instructions for the reporting tool are in the SYEP User Guide which will be provided to the Provider of services. All information shall be in the reporting tool within thirty (30) days of the youth or young adult leaving the program. Staff that had access to the reporting tool last year will have access in 2016.

All documentation must be kept in case files at BCDJFS.

Soft Skills Training:

A soft skills training component must be provided to the youth. Training includes but is not limited to resume writing, interviewing skills and job etiquette. Soft skills training can be offered by the OhioMeansJobs Center, local workforce investment areas, vendors or employers. Under this agreement, the delivery of soft skills training to youth will be coordinated between the Provider of services and the OhioMeansJobs Belmont County.

OhioMeansJobs.com:

All youth participating in the TANF Summer Youth must be registered on the OhioMeansJobs website. This is the primary responsibility of the Provider of services. A confirmation of youth registration must be incorporated into the reporting.

Evaluation:

The Provider of services is responsible for completing an evaluation of the youth. The employer evaluation is contained in the reporting tool. The two sets of instruction for completing the evaluation are the “County Survey Guide” and the “Employer Guide.” These guides will be provided to the Provider of services.

Certificates of Completion:

Each youth who completes the summer youth program must be issued a Certificate of Completion containing at a minimum the following: name of program (TANF Summer Youth Employment Program), name of the youth, dates of participation, name of the employer and funding for this program was provided by the Ohio Department of Job and Family Services. Youth who leave the program before completion will not be eligible for the certificate. This is the primary responsibility of the Provider of services.

Allowable Program Costs:

Allowable costs under this program include:

- Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
- Payments to third parties to operate the program;
- Recruitment and development of employers for the program;

- Other ancillary services which are offered by the employer to the subsidized employment participants including work related items such as uniforms, tools, licenses or certifications, case management activities related to the program, job coaches and mentors;
- Worker's compensation expenses;
- FICA;
- Direct supervision and training costs; and
- Transportation costs to and from the worksite.

The cost of health insurance for youth may be charged against these TANF funds, however, the cost of health insurance for staff employed by a third party to operate the program can be charged.

Administrative Costs:

The TANF Summer Youth Employment Program funding does not include TANF administration. Federal regulations define what is considered TANF administration and they are also set forth in rule 5101:9-6-08.8 of the Ohio Administrative Code.

The following activities and/or expenses are considered TANF administration and cannot be charged to this allocation:

- Costs associated with eligibility determination;
- Salaries and benefits of staff performing administrative and coordination functions;
- Preparation of program plans, budgets, reports and schedules and the monitoring of the program and project;
- Fraud and abuse units;
- Services related to accounting, litigation, audits, management property, payroll, personnel, procurement and public relations;
- Costs of goods and services and travel costs required for official business and the administration of the program unless excluded under paragraph (A) of rule 5101:9-6-08.8 of the Ohio Administrative Code; and
- Management information systems not related to the tracking and monitoring of the program.

Costs considered to be TANF administration will be charged to county TANF administration allocations pursuant to rule 5101:9-6-08.8 of the Ohio Administrative Code, not to exceed \$30,000.00

Unemployment Compensation:

For unemployment compensation costs, the ODJFS Office of Unemployment Compensation has stated under Section 4141-5-05 of the Ohio Administrative Code that non-profit organizations, the state or its instrumentalities serving as the "employer of record" are excluded for unemployment purposes. These entities should not include the youth or the youth's wages on their quarterly unemployment compensation reports.

- F. PAYMENT FOR PURCHASED SERVICES:** Upon completion of services each month, the Provider shall submit an invoice and supporting income statement (expense report) to the Belmont County Department of Job and Family Services covering purchased services rendered. Invoices shall include actual expenses incurred, not to exceed the maximum stated in Section D above, for the delivery of these services. Invoices shall also include accruals and stand-in costs, as applicable. The Belmont County Department of Job and Family Services will review each invoice for completeness of information and accuracy before making payment within thirty (30) days of receipt of an accurate invoice.

Invoices will be submitted each month to BCDJFS within thirty (30) days of the end of the service month for services rendered during the month. The Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

Final invoice for compensation of work performed under this contract must be received and paid by BCDJFS no later than December 31, 2016 which is the liquidation date. Failure of the Provider to submit the final invoice by this deadline shall be deemed a forfeiture of the Provider of all remaining compensation pursuant to the contract.

Reported expenditures are subject to audit by appropriate state or federal officials or an independent audit. Reported expenditures are also subject to monitoring by the Belmont County Department of Job and Family services or its representatives.

- G. PURCHASING OR LEASING OF FIXED ASSETS (EQUIPMENT):** For the purpose of this contract, a fixed assets is any item having a useful life exceeding one (1) year regardless of cost. Fixed assets purchased with these funds are property of the Belmont County Department of Job and Family Services and shall be used in the program or project for which acquired. No purchase of vehicles will be permitted under this contract. Procurement of any fixed asset must follow both state and federal guidelines. At such time as the program ends, funding expires or the Provider no longer needs the fixed asset, the Belmont County Department of Job and Family Services shall provide guidance regarding its disposition. All fixed assets purchased are to be reported to the Belmont County Department of Job and Family Services within thirty (30) days and registered on BCDJFS inventory.

Inventory: Fixed assets purchased under this agreement shall be the property of BCDJFS. Newly acquired inventory shall be reported to BCDJFS within thirty (30) days of purchase. These assets will be issued BCDJFS' inventory tags. It will be the Provider's responsibility to affix and maintain these tags.

Usage: Provider covenant to maintain the property referenced above, whether purchased or leased, in good condition and repair and agree not to commit or suffer any waste to the property and will comply with all statutes, ordinances, regulations and effecting said property or any part thereof and all covenants, restrictions and agreements of which apply to the property or any part thereof.

- H. PUBLICITY/RIGHTS IN DATA:** Any program description intended for internal or external use including media releases, information pamphlets, etc. shall mention that funder is provided under "The State of Ohio's Sumer Youth Program" administered by the Belmont County Department of Job and Family Services.

The deliverables provided by the Provider under this contract and any item produced under this contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records or other media, are the property of BCDJFS which has an unrestricted right to reproduce, distribute, modify, maintain and use the deliverables and the Provider will not obtain copyright, patent or other proprietary protection for the deliverables. The Provider will not include in any deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided herein. The Provider agrees that all deliverables will be made freely available to the general public unless BCDJFS determines that, pursuant to state or federal law, such materials are confidential.

- I. CONFIDENTIALITY OF INFORMATION:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of both parties and the State of Ohio.

1. The Provider shall utilize any records received pursuant to this agreement only for the purpose set out in the terms of this agreement.
2. The Provider shall keep all records provided by the Belmont County Department of Job and Family Services pursuant to this agreement, when not in use, in a secure locked place and ensure that no other third party, other than the auditors and monitors, identified in Section F above, has access to these records.
3. The Provider shall not provide any information or records received pursuant to this agreement to any other third party except in compliance with state and federal laws or with written permission from the Belmont County Department of Job and Family Services.
4. The Provider shall maintain all original records provided by the Belmont County Department of Job and Family Services pursuant to this agreement once the purpose of the agreement are met or the agreement is terminated pursuant to the terms of this agreement for six (6) years and will follow all State of Ohio and federal record retention policies.
5. The Provider shall notify all employees of the Provider that information received pursuant to this agreement shall only be used for the purpose set out in the terms of this agreement and that the information and records must be kept in compliance with the sections of this agreement.

- J. INDEPENDENT CONTRACTORS:** Provider, agents and employees of the Provider will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the Belmont County Department of Job and Family Services.

- K. DUPLICATE BILLING:** The Provider warrants that claims made to the Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services and do not duplicate claims made by the Provider to other sources of funds for the same services.
- L. FINANCIAL RECORDS AND RESPONSIBILITY FOR AUDIT:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state or Belmont County Department of Job and Family Services personnel or Belmont County Department of Job and Family Services independent monitors. The Provider agrees to comply with all applicable OMB Circulars including A-133 audit requirements which can be found on the internet at www.whitehouse.gov/omb/circulars/a133/a133.html.
- M. AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall maintain and preserve all financial records related to this contract, including any documentation used in the administration of the program, in its possession for a period of six (6) years from the date of the contract completion unless otherwise directed by the Belmont County Department of Job and Family Services. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six (6) year period the Provider shall retain the records until the completion of the action and all issues which arise from it or until the end of the six (6) year period, whichever is later.
- N. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit or monitoring finding by the Belmont County Department of Job and Family Services authorized monitoring which directly relates to the provisions of this contract.
1. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for services not covered by the agreement.
 2. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for duplicate billings, erroneous billings, and deceptive claims or falsified claims or incorrectly determined eligibilities. As used in this section, "deceptive" means knowingly deceiving another or causing another to be deceived by a false or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, omission which creates, confirms or perpetuates a false impression in another, including a false impression as to law, value, state or mind, or other objective or subjective fact.
- O. CIVIL RIGHTS:** The Belmont County Department of Job and Family Services and the Provider agrees that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap or other factor as specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found not to be in compliance with this paragraph may be subject to investigation by the Office of Civil Rights for the State of Ohio and the Belmont County Department of Job and Family Services and termination of this agreement.
- P. INDEMNITY AND INSURANCE:** To the extent allowed by Ohio law, the Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the Belmont County Department of Job and Family Services and the Belmont County Board of Commissioners against any all liability, loss, damage and/or related expenses incurred through the provision of services under this contract. The Provider agrees to maintain a self-insurance program or contract for insurance as is reasonably acceptable to the Belmont County Department of Job and Family Services in order to adequately insure the persons and estates of eligible individuals against reasonably foreseeable torts which would cause injury, death or property damage. A copy of said insurance policy shall be delivered to BCDJFS prior to commencement of this agreement for approval.
- Q. MONITORING AND EVALUATION:** The Belmont County Department of Job and Family Services and the Provider will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which the objectives are being achieved. The Provider will be subject to on-site and desk review by a monitor contracted by the Belmont County Department of Job and Family Services.
- R. TERMINATION:** In the event that either the Belmont County Department of Job and Family Services or the Provider do not perform their responsibilities and obligations or the projected outcomes are not achieved under this agreement, either party may initiate tier intent to terminate the agreement by written communication to the other party. Such termination shall take place no less than thirty (30) days after the initiating agency's request for termination.
This agreement may be terminated immediately in the event there is a loss of funding, disapproval by the Belmont County Board of Commissioners or upon discovery of non-compliance with any county, state or federal laws, rules or regulations.
The Provider, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting there from and such other matters as BCDJFS may require.
In the event of suspension or termination under this Article, the Provider will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of suspension or termination, which will be calculated by BCDJFS based on the rate set for in this contract, less any funds previously paid by or on behalf of BCDJFS or in the case of services for which the Provider charges a flat rate, based on a reasonable percentage of the total services performed, as determined by BCDJFS less any previous funds previously paid by or on behalf of BCDJFS. BCDJFS is not liable for any further claims and the claims submitted by the Provider are not to exceed the total amount of consideration stated in this contract.
- S. AMENDMENT OF CONTRACT:** This contract may be amended at any time by written amendment signed by both parties and submitted to the Belmont County Board of Commissioners in the manner required by state regulations.
- T. ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant hereto.
- U. BREACH AND DEFAULT:** Upon breach or default of any of the provisions, obligations or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable or legal remedies available without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences and the parties retain the right to exercise all remedies mentioned herein.
- V. RESOLUTION OF DISPUTES:** The parties agree that the Director of the Belmont County Department of Job and Family Services and the Provider representative shall resolve any disputes between the parties concerning responsibilities under or performance of any of terms of this agreement.
- W. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS:** The parties agree to comply with all county, state and federal laws, rules, regulations and auditing standards, Ohio Administrative Code rules, TANF provisions, which are applicable to the performance of this agreement.
- X. PARTIAL INVALIDITY:** A judicial or administrative finding, order or decision that any party of this agreement is illegal or invalid shall not invalidate the remainder of this agreement.
- Y. EQUAL EMPLOYMENT OPPORTUNITY:** The Provider will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rate of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era veteran status. The

Provider will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

Z. CHOICE OF LAWS: The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.

AA.ASSIGNMENT: The Provider shall not and hereby agrees to be prohibited from assigning this contract in whole or in any part to any other party without the BCDJFS prior written consent.

BB.HEADINGS: The headings of the paragraphs of this contract are for convenience only and shall not affect the meaning or construction of the contents of this contract.

CC.SPECIAL CERTIFICATION MADE BY THE PROVIDER: By executing this contract, the Provider certifies and affirms current compliance and agrees to continued compliance with each condition listed in this Section. The Provider's certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which BCDJFS relied in entering into this contract.

1. The Provider along with its officers, members and employees have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract. The Provider agrees to periodically inquire of its officers, members and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to BCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless BCDJFS shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to: Director, Belmont County Department of Job and Family Services, 310 Fox Shannon Place, St. Clairsville, Ohio 43950.
2. The Provider agrees to refrain from promising or giving to any BCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The Provider also agrees that it will not solicit a BCDJFS employee to violate any BCDJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the Ohio Revised Code. The Provider, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, the Provider has file the statement with the BCDJFS in addition to any other required filing.
3. No federal funds paid to the Provider through this or any other agreement with BCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. The Provider further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the US Code, Section 319 of Public Law 101-121 and federal regulations issued pursuant thereto and contained in 45 CFR Part 93, Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this contract exceeds \$100,000.00, the Provider has executed the Disclosure of Lobbying Activities Standard Form, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this contract was entered into.
4. Neither the Provider nor any principals of the Provider is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other federal department or agency as set forth in 45 CFR Part 76. This certification is a material representation of fact upon which reliance was placed when this contract was entered into. If it is ever determined the Provider knowingly executed this certification erroneously, then in addition to any other remedies, this contract will be terminated pursuant to the terms and conditions of this contract and shall be considered in default under this Section and BCDJFS may advise the appropriate federal agency of the knowingly false certification.
5. The Provider is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
6. The Provider is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Ohio Revised Code, which identifies the Provider as having more than one unfair labor practice contempt of court finding.
7. The Provider agrees to cooperate with BCDJFS and any Child Support Enforcement Agency ("CSEA") in ensuring the employees of the Provider meet child support obligations established under state or federal law. Further, by executing this contract, the Provider certifies present and future compliance with any court of valid administrative order for the withholding of support which is issued pursuant to Chapter 3113 of the Ohio Revised Code.
8. The Provider agrees not to discriminate against any individuals who have or are participating in any work program administered by a county department of job and family services under Chapter 5101 or 5107 of the Ohio Revised Code.
9. As applicable to the Provider, no party listed in section 3517.13 of the Ohio Revised Code or spouse of such party has made as an individual, within the two (2) previous calendar years, one (1) or more contributions in excess of \$1,000.00 to the Governor or to his or her campaign committees. If it is ever determined that the Provider's certification of this requirement is false or misleading and not withstanding any criminal or civil liabilities imposed by law, the Provider shall return to BCDJFS all monies paid to the Provider under this contract. The provisions of this section shall survive the expiration or termination of this contract.
10. The Provider, its officers, members or employees, any subcontractor and/or independent contractors (including all field staff) associated with the contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all of the Provider's officers, members, employees and subcontractors, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
11. The Provider agrees, as a condition of this contract, to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

DD. COPELAND "ANTI-KICKBACK" ACT: The Provider will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

EE. DAVIS-BACON ACT: The Provider will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFD Part 5.

FF. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The Provider will comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

GG. PUBLIC RECORDS: This contract is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this contract promptly available to the requesting party.

HH. CLEAN AIR ACT: The Provider shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

II. ENERGY EFFICIENCY: The Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L-94-63, 89 Stat. 871).

JJ. COPYRIGHTS AND RIGHTS IN DATA: The Provider shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L-94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

KK. PATENT RIGHTS: The Provider shall comply with all applicable standards, orders or amendments issued under Chapter 18 of Title 35, U.S.C. (Pub. L 95-517, Pub. L 98-620, 37 CFR Part 401), the Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983 and Executive Order 12591.

- LL. PROCUREMENT:** The Provider will follow all required procurement policies and laws as applicable and advised by the Purchaser.
- MM. INCORPORATION BY REFERENCE:** Attachments are hereby incorporated by reference as part of this contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of any attachment or this contract, the provisions of this contract shall be determinative of the obligation of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping the objectives of the project and the budgetary and statutory constraints of BCDJFS.
- NN. ENTIRE AGREEMENT AND MODIFICATIONS:** This contract, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by both parties hereto, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

CONTRACT APPROVED BY:

Belmont County Department of
Job and Family Services:
Vince Gianangeli /s/
Vince Gianangeli, Director
4-11-16

Belmont County Community Action
Commission:
Gary Obloy /s/
Gary Obloy, Director
4/14/16

DATE
BELMONT COUNTY BOARD OF COMMISSIONERS:
Ginny Favede /s/
Ginny Favede, President
Matt Coffland /s/
Matt Coffland, Vice-President
Mark Thomas /s/
Mark Thomas

DATE
4-20-2016
DATE
4-20-2016
DATE
4-20-2016
DATE

APPROVED AS TO FORM:
David K. Liberati /s/ assist
**Office of the Belmont County
Prosecuting Attorney**

4-13-16
DATE

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING
COMMISSION PRESIDENT TO SIGN THE COMMUNITY
HOUSING IMPACT AND PRESERVATION PARTNERSHIP
AGREEMENT WITH THE CITY OF MARTINS FERRY**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve and authorize Commission President Ginny Favede to sign the Community Housing Impact and Preservation Partnership Agreement between the Belmont County Commissioners and the City of Martins Ferry, effective September 1, 2016 through December 31, 2018.

**COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
PARTNERSHIP AGREEMENT**

This Community Housing Impact and Preservation Program Partnership Agreement (the "Agreement") is made and entered into by and between the **Belmont County Commission** (the "County"), and the City of **Martins Ferry** (the "City"), and shall be effective beginning **September 1, 2016** (the "Effective Date") and terminate **December 31, 2018** (the "Termination Date"). This agreement will become effective on the above dates only if the County's Community Housing Impact and Preservation Program application is awarded.

BACKGROUND INFORMATION

A. The Ohio Office of Community Development (OCD), through its Community Housing Impact and Preservation Program (CHIP) awarded with the state's Community Development Block Grant (CDBG), HOME, and Ohio Housing Trust Fund (OHTF) allocations has provided an opportunity to create "partnerships" between County and Cities to submit one (1) CHIP application to serve areas covering partnerships jurisdictions. The "partnership" would allow for a higher grant ceiling for both partners as well as additional flexibility to preserve and improve affordable housing for low- and moderate- income households in our County.

B. County and City recognize the positive impact the "partnership" will provide to the low- and moderate- income households in our area.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Applicant. County will be designated as the applicant/grantee and will be responsible for the completion of all grant application documents.
2. Administrator. County will have the responsibility of hiring the administrators for the CHIP activities.
3. Filing of CHIP Mortgages and Housing Program Income. County will have the responsibility of filing all mortgages and any program income generated from CHIP activities will be retained by the County. However, the City will have the ability to request the use of housing program income for eligible housing activities generated as a result of this CHIP program.
4. Fiscal Obligation. County will be responsible for paying all contractors for work completed for the CHIP activities. The County will be responsible for all financial draw requests for any work related to the CHIP activities.
5. Grant Fund Administration and Implementation. County will be responsible for the administration and implementation of all CHIP funds. The City has a budget for intended housing activities and outcomes, however these are only expectations. The County will market all CHIP housing activities in the City with full intention to meet the budgeted outcomes. However, the ultimate goal is to improve the affordable housing for low- and moderate- income households in the County based on following the approved client selection criteria in the Policy and Procedure Manual. Therefore, the County will expend CHIP funds for eligible CHIP activities to eligible applicants to complete the necessary program goals at closeout.
6. Reporting Information. The City agrees to provide the County any information needed for the completion of CHIP related reporting requirements. The County administrators will meet regularly with the City to provide updates on program budget and outcomes.
7. Record, Access and Maintenance. The County will have the responsibility for retaining all CHIP grant records after the financial closeout as required by OCD, State and Federal regulations.
8. Policy and Procedure Manual. The County's CHIP Policy and Procedure Manual will be adopted for the partnership.
9. Term of the Agreement. This Agreement shall begin on the Effective Date should the County's CHIP application be funded and shall terminate on the Termination Date, unless otherwise modified by OCD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

County:
Belmont County Commissioners
By: Ginny Favede /s/
Printed Name: Ginny Favede
Title: President
Date: 4-20-16

City:
City of Martins Ferry
By: Robert Krajnyak /s/
Printed Name: Robert Krajnyak
Title: Mayor
Date: 4-6-16

April 20, 2016

Approved As To Form:

David K. Liberati /s/

David Liberati, Asst. Prosecuting Attorney
Belmont County

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an Oil and Gas Lease with Ascent Resources – Utica, LLC, by and between The Belmont County Board of Commissioners, effective April 20, 2016, in the amount of \$7,000 per acre for 0.908927 acres, for a five-year term, 20% royalty for property located on Pine Terrace Drive in Colerain Township.

PAID UP

OIL & GAS LEASE

This Lease made this 20th day of April, 2016, by and between: **The Belmont County Board of Commissioners, by Ginny Favede as President, Matt Coffland as Vice President, and Mark A. Thomas as Commissioner**, whose address is 101 East 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 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 10; NW ¼: Tax Parcel No.: Unknown (Pine Terrace Drive), Containing 0.908927 acres

and is bounded formerly or currently as follows:

On the North by lands of: **Clearview Acres Subdivision**

On the East by lands of: **James F. Albanese**

On the South by lands of: **Antonia Wierzbicki**

On the West by lands of: **Theodore W. Wierzbicki, Jr.**

and described for the purposes of this agreement as containing a total of 0.908927 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from Antonia Wierzbicki, et al, by virtue of plat dated May 8, 1963, and recorded in said County and State in Cabinet C, Slide

303. 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. **April 20th , 2016** (effective date) to 11:59 P.M. **April 20th , 2021** (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 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.

(E) **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.

(F) **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.

(G) **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.

(H) **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.

(I) **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.

(J) **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.

(K) **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 and shut-in royalties 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.

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

April 20, 2016

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. 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; 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

Ginny Favede /s/

By: Ginny Favede, President

Matt Coffland /s/

By: Matt Coffland, Vice President

Mark A. Thomas /s/

By: Mark A. Thomas, Commissioner

APPROVED AS TO FORM:

David K. Liberati /s/ assist

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mrs. Favede

Yes

Mr. Coffland Yes
Mr. Thomas Yes

IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE AGREEMENT WITH OHIO GATHERING COMPANY, LLC/ FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Ohio Gathering Company, LLC, effective April 20, 2016 for the purpose of "Pipeline Activity" at 1.85 miles of CR 80 (Lloydsville-Bannock Road).

Note: Bond No. K08271410 for \$1 million on file.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ohio Gathering Company, L.L.C., whose mailing address is 43050 Industrial Park Road, Cadiz, Ohio 43907 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the owner of certain right of way and field agreements, and intends to construct, operate and maintain certain facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] (hereafter collectively referred to as "Pipeline Activity") located in Richland Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 1.85 miles of CR-80 (Lloydsville - Bannock Road) for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

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

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

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

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

1. The portion of CR-80 (Lloydsville-Bannock Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of US-40 (National Road) and ending at the intersection of SR-331 (Bannock Road). It is understood and agreed that the Operator shall not utilize any of the remainder of Unity Lloydsville-Bannock Road (CR-80) for any of its Pipeline Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be considered to be included in the County-Wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road

maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

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

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

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

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

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

16. This Agreement shall be in effect on April 20th, 2016.

Executed in duplicate on the dates set forth below.

Authority	Operator
By: <u>Ginny Favede /s/</u> Commissioner	<u>David Ledonne /s/</u>
By: <u>Matt Coffland /s/</u> Commissioner	Printed name: David Ledonne
By: <u>Mark A. Thomas /s/</u> Commissioner	Company Name: Ohio Gathering Company, L.L.C.
By: <u>Fred F. Bennett /s/</u> County Engineer	Title: Vice President of Ohio Gathering Co., LLC
Dated: 4-20-16	Dated: 4-14-16
Approved as to Form: <u>David K. Liberati /s/ assist</u> County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING LETTER RELEASING XTO ENERGY, INC. FROM THE TWO (2) RUMAS DATED APRIL 7, 2016 FOR THE USE OF 0.83 MILES OF CH 214 (BELLAIRE-HIGH RIDGE ROAD AND 0.20 MILES OF CH 214 (BELLAIRE-HIGH RIDGE ROAD)/ENGINEER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the letters releasing XTO Energy, Inc. from two (2) Road Use Maintenance Agreements (RUMAs) dated April 7, 2016, for the use at the following sites based upon the recommendation of Fred Bennett, County Engineer.

- (1) 0.83 miles of CH 214 (Bellaire-High Ridge Road)
- (2) 0.20 miles of CH 214 (Bellaire-High Ridge Road)

Note: No pad work has started.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HARDEE ACRES SUBDIVISION UNION TWP. SEC 22, T-8, R-5

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date April 20, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Hardee Acres, Union Township Section 22, T-8, R-5 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Suz Pubal, F.O., Union Township Trustees, 67050 Visnic Road, Belmont, OH 43718

You are hereby notified that the 4th day of May, 2016, at 10:00 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Bonnie Zuzak /s/
Assistant Clerk of the Board

Mail by certified return receipt requested

cc: Union Township Trustees

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR KELLIE L. MCAFFEE AND ROGER A. MCAFFEE/BELOMAR

April 20, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Satisfaction of Mortgage by Separate Instrument for Kellie L. McAfee and Roger A. McAfee**, wife and husband, for a mortgage deed dated April 14, 2004 as recorded in Volume 954, pages 923-926 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 April 14, 2004, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0954 at pages 923-926, executed by Kellie L. McAfee and Roger A McAfee, wife and husband, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

4-20-16

Date

By:

Belmont County Commissioners:

Ginny Favede /s/

Ginny Favede, President

Matt Coffland /s/

Matt Coffland

Mark A. Thomas /s/

Mark Thomas

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAYMENT OF PAY REQUEST #11 FOR GREENCORE DESIGNS, INC/SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Invoice #14-019.11 (Pay Request #11) for GreenCore Designs, Inc., in the amount of \$6,083.78 (\$5,000.00 lump sum for Construction Administration, plus reimbursables) for the Senior Services of Belmont County - Community Building, Project Number 14-019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING EXECUTION OF PAY REQUEST # 3 FROM COLAIANNI CONSTRUCTION/FLUSHING SENIOR CENTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 3 from Colaianni Construction, Inc., in the amount of \$92,990.70 for the Flushing Senior Center, Project # 15-858.

Upon roll call the vote was as follows:

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

Mrs. Favede noted the remodeling work at the center is complete and they are moved in. An open house will be held on May 10th.

IN THE MATTER OF APPROVING QUOTE #450 FROM DIGITAL DATA COMMUNICATIONS FOR INSTALLATION OF COMPUTER NETWORKING EQUIPMENT/ANNEX III

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 450 from Digital Data Communications in the amount of \$2,073.54 (excluding shipping and handling) for the installation of computer networking equipment at the Courthouse Annex III.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE AMENDED SUBGRANT AWARD AGREEMENT/SHERIFF'S PERSONAL CRIMES INVESTIGATOR

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve and authorize Commission President Ginny Favede to sign the amended Subgrant Award Agreement for the Belmont County Sheriff's **Personal Crimes Investigator** as follows:

Subgrant Number: 2015-WF-VA2-8412
Award Period: 01/01/16 – 12/31/16
Award Amount: \$40,500.00
Local Cash Match: \$13,514.39
Project Total: \$54,014.39

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN CHANGE ORDER #4 FROM COLAIANNI CONSTRUCTION, INC/FLUSHING SENIOR CENTER PROJECT

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve and authorize Commission President Ginny Favede to sign Change Order #4 from Colaianni Construction, Inc., in the amount of \$3,041.31 for all labor and materials necessary to complete additional repairs to the roof of the Flushing Senior Center, Project #15-858; revised project cost \$216,306.48.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN CHANGE ORDER #5 FROM COLAIANNI CONSTRUCTION, INC/FLUSHING SENIOR CENTER PROJECT

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve and authorize Commission President Ginny Favede to sign Change Order #5 from Colaianni Construction, Inc., in the amount of \$2,755.06 for all labor and materials necessary to complete additional repairs to the roof of the Flushing Senior Center, Project #15-858; revised project cost \$219,061.54.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM
A. SEBULSKY STEEL, INC./ANIMAL SHELTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the quote dated 04/11/16 from A. Sebulsky Steel, Inc., in the amount of \$414.40 for metal sheets and tubing for the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM SHAYNE LOY FOR REMOVING
HONEY BEE COLONIES/OAKVIEW ADMINISTRATION BUILDING/RECORDS CENTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the proposal from Shayne Loy in the amount of \$4,000.00 for all labor, tools and equipment (excluding an aerial lift) necessary to remove seven honey bee colonies from the Oakview Administration Building/Records Center.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – NONE

IN THE MATTER OF MOODY’S RATING DISCUSSION

Mr. Thomas noted a few weeks ago a resolution was passed to restructure the county’s debt. Commissioners Thomas and Coffland, along with Belmont County Auditor Andy Sutak traveled to Chicago and met with Moody’s Investor Service on March 31st to give a presentation on Belmont County’s status regarding infrastructure and finances. The net result for Belmont County was very positive. The county’s bond rating was upgraded from A1 to Aa3. It was the first upgrade received in many years. “Belmont County’s bond rating is excellent. We are now in the high quality standard. The outlook for our financial future is good. To be raised from an A1 to an Aa3 is an absolute joy to report,” said Mr. Thomas. According to Moody’s Investor Service, the upgrade reflects the county’s growing tax base and strong sales tax revenue trends resulting in healthy reserve levels. The rating also incorporates the county’s economic concentration in the energy sector; below average income indices; moderate debt burden and exposure to unfunded pension liabilities associated with state cost-sharing retirement plans. Mr. Thomas said, “When investors look at Belmont County and they want to invest in the county by purchasing these bonds, the first thing they do is look at the bond rating. It gives developers a good sign that their investment in the county in buying these bonds is a good financial investment, short term and long term. And more importantly with this high-quality rating, our chances for having a lower interest rate, a lower term of repayment, are highly increased, which then saves the taxpayers hundreds of thousands of dollars.” Mr. Coffland said, “We have managed the dollars very well and I’m proud of it. This is due to road improvements. This is due to the mall remodel. This is due to all the infrastructure going on in Belmont County that plays a major part in this as we try to be a business-friendly commission. This is why this county is growing along with the oil and gas industry.” “Mrs. Favede said, “Our success in Belmont County is not by accident. It is by planned effort, by taking the extra time to do the work beyond the day-to-day activities of running the county.”

**IN THE MATTER OF SHERIFF LUCAS/
DEPARTMENT UPDATE**

**9:30 Agenda Item: Sheriff Dave Lucas
Re: Department Update**

Sheriff Lucas said he is making the office accountable and fiscally responsible. He is in-line with his budget this year. Overtime is down twenty-seven percent this year compared to last year. A computer rack and server system is being installed this week. It is being funded by grant money. There have been some staffing changes. Deputies that ran the control of the jail have been replaced by civilians which is a cost savings. Those deputies have been placed onto the floor to work. The front office now has 24 hour coverage. The jail went to using civilian correction officers and was able to place five more deputies out on the road as a result. The Belmont County Major Crime Unit was formed since Sheriff Lucas took office. He said all law enforcement agencies in Belmont County are members and participate in the Major Crime Unit. Drug addiction is going to be targeted hard. The SPII Task Force has been taken over from Bethesda and another detective has been added. The jail has received funding for a pilot program to have counselors in the jail to work with inmates with mental issues and drug and alcohol addiction. The nursing staff works 24 hours a day. Sheriff Lucas said jail overcrowding is an issue. This is being addressed with the judges as they look at avenues to address it. In 2014 the weapons system was standardized for all the deputies. In May 2016, all off duty officers will be certified and it will be mandatory for them to be armed at all times. This was a \$21,000.00 investment at no cost to the county. All officers in the jail and on road wear body cameras for deputy protection and liability issues. Several paramedics are on the team now. Mr. Coffland thanked Sheriff Lucas and his staff for what they do. Mr. Thomas asked about the status of the substation at the Ohio Valley Mall. Sheriff Lucas said the signage is up. Everything should be finalized soon. It will also be used for activities such as child fingerprinting and community outreach. Mr. Thomas stated the jail’s budget is about twenty-five percent of the county budget. Public safety is first and foremost and everything is done within the budget limits to ensure public safety in Belmont County. Mrs. Favede said most residents don’t acknowledge that Sheriff Lucas, as an elected official, is also an employer running a department on a budget. She said he has touched every aspect of his department to make it more efficient. Sheriff Lucas said his staff works hard and is very professional.

BREAK

10:00 Subdivision Hearing-William Lane, Richland Township

Present was Robb Barr, Engineer’s Department. Mr. Barr presented maps to the board. He said William Lane is a private road and there are no issues.

**IN THE MATTER OF FINAL PLAT APPROVAL
FOR WILLIAM LANE (PRIVATE ROAD)
RICHLAND TOWNSHIP SEC. 27, T-6, R-3**

“Hearing Had 10:00 A.M.”

**“FINAL PLAT APPROVAL”
O.R.C. 711.05**

Motion made by Mrs. Favede to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for William Lane (Private Road), Richland Township Sec. 27, T-6, R-3, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Coffland seconded the motion and upon roll call the vote was as follows:

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

BREAK

April 20, 2016

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:23 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 10:23 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION - NO ACTION TAKEN

**IN THE MATTER OF THE VACATION OF
REMAINDER OF SUMMIT ST. AND HALL ALLEY
RICHLAND TWP. SEC. 33, T-7, R-4/RD IMP 1137**

Office of County Commissioner

Belmont County, Ohio

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 20th day of April, 2016, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

Mrs. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, On the 20th day of April, 2016, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 27th day of April, 2016 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted April 20, 2016

Bonnie Zuzak /s/
Assistant Clerk, Board of County Commissioners
Belmont County, Ohio

1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
2. Strike out the clause from "and feet," if a road is not to be located or established

**IN THE MATTER OF THE VACATION OF
VARIOUS STREETS AND ALLEYS IN THE
FATHERMAC ADDITION
COLERAIN TWP. SEC. 31, T-7, R-3/RD IMP 1136**

Office of County Commissioners

Belmont County, Ohio

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 20th day of April, 2016, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

Mrs. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, On the 20th day of April, 2016, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles

April 20, 2016

between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **27th** day of **April, 2016** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted April 20, 2016

Bonnie Zuzak /s/
Assistant Clerk, Board of County Commissioners
Belmont County, Ohio

-
1. *"Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."*
 2. *Strike out the clause from "and feet," if a road is not to be located or established*

April 20, 2016

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:28 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:28 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 27th day of April, 2016.

_____ COUNTY COMMISSIONERS

We, Ginny Favede and Bonnie Zuzak, President and Assistant 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.

Ginny Favede /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ ASSISTANT CLERK