

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

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 – NO BILLS SUBMITTED

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

VARIOUS FUNDS (YEAR-END)

FROM	TO	AMOUNT
E-0055-A004-B01.002 Salaries	E-0021-A002-E02.002 Salaries	\$ 2,900.60
E-0055-A004-B01.002 Salaries	E-0054-A006-F01.002 Salaries	\$ 1,880.89
E-0055-A004-B01.002 Salaries	E-0160-A009-D02.002 Salaries	\$ 1,145.35
E-0131-A006-A02.002 Salaries	E-0131-A006-A03.002 Salaries	\$ 7,475.31
E-0051-A001-A50.000 Budget Stabilization	E-0257-A017-A00.000 Contingencies	\$450,983.59
E-0256-A014-A06.006 Group & Liability	E-0257-A017-A00.000 Contingencies	\$ 16,467.01
E-1570-S084-S07.000 Other Expenses	E-1570-S084-S10.002 Salaries	\$ 920.00
E-1561-S086-S06.010 Supplies	E-1561-S086-S05.005 Medicare	\$ 2.26
E-1571-S087-S02.003 PERS	E-1571-S087-S01.002 Salaries	\$ 126.90
E-1571-S087-S02.003 PERS	E-1571-S087-S05.005 Medicare	\$ 0.21
E-1551-S088-S01.002 Salaries	E-1551-S088-S05.005 Medicare	\$ 21.08
E-9799-S012-S02.006 Hospitalization	E-9799-S012-S01.002 Salaries	\$ 0.10

P03 WWS#2 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P17.002 Salaries	\$650.00

S70 IN-HOME CARE LEVY FUND/SSOBC

FROM	TO	AMOUNT
E-5005-S070-S05.011 Contract-Services	E-5005-S070-S06.006 Hospitalization	\$1,743.52
E-5005-S070-S05.011 Contract-Services	E-5005-S070-S04.005 Medicare	\$ 695.96

Upon roll call the vote was as follows:

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

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:

****OCTOBER 28, 2015****

W80 VICTIM ASSISTANCE/PROSECUTORS

E-1511-W080-P01.002	Salaries	\$ 1,700.00
E-1511-W080-P08.005	Medicare	\$ 20.00

****DECEMBER 29, 2015****

N41 ISSUE TWO MONIES FUND/AUDIORS

E-9041-N041-N10.055	Project Payments	\$154,701.74
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Upon roll call the vote was as follows:

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

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:

AUDITORS-Doug DeVault and Anthony Rocchio to Reynoldsburg, Ohio, on December 30, 2015 for a meeting on Weights and Measures Comprehensive Testing. A county vehicle will be used for travel. Estimated expenses: \$100.00

Upon roll call the vote was as follows:

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

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 Dec. 22, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE VENDOR AGREEMENTS FOR TITLE XIX TRANSPORTATION SERVICES/BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors effective January 1, 2016 to December 31, 2016, for the provision of Title XIX (19) transportation services:

<u>VENDOR</u>	<u>CONTRACT AMOUNT NOT TO EXCEED</u>
Barnesville Taxi Service	\$400,000.00
Martins Ferry EMS	\$400,000.00
Neffs Fire Department	\$500,000.00
NCR Foundation	\$300,000.00

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide transportation is made and entered into this 29th day of December, 2015 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Taxi Service, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2016 through December 31, 2016 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: Annually, this agreement may be extended up to two additional years (2017 and 2018), by the Belmont County Department of Job and Family Services based upon satisfactory performance of the vendor.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$7.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider.
- B. The maximum amount billable under this agreement will not exceed \$ 400,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- E. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 29th day of December, 2015.

Signature Vince Gianangeli /s/

Signature Aaron K. Wildman /s/

Dept. of Job and Family Services

Provider Signature

Belmont County Department of Job and Family Services

310 Fox-Shannon Place

St. Clairsville, Ohio 43950

(740) 695-1074

Date 12-15-15

Date 12/29/15

Signature _____

Date _____

Signature Ginny Favede /s/

Date 12/29/15

Signature Matt Coffland /s/

Date 12/29/15

Belmont County Commissioners

Approved as to form David K. Liberati /s/ Assistant

Date 12-22-15

Prosecutor

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide transportation is made and entered into this 29th day of December, 2015 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and Martins Ferry EMS, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2016 through December 31, 2016 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made

- available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: Annually, this agreement may be extended up to two additional years (2017 and 2018), by the Belmont County Department of Job and Family Services based upon satisfactory performance of the vendor.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$3.00 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider.
- B. The maximum amount billable under this agreement will not exceed \$400,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- E. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 29th day of December, 2015.

Signature Vince Gianangeli /s/

Signature David L. Snyder /s/

Dept. of Job and Family Services

Provider Signature

Belmont County Department of Job and Family Services

310 Fox-Shannon Place

St. Clairsville, Ohio 43950

(740) 695-1074

Date 12-15-15

Date 12-29-15

Signature _____

Date _____

Signature Ginny Favede /s/

Date 12-29-15

Signature Matt Coffland /s/

Date 12-29-15

Belmont County Commissioners

Approved as to form David K. Liberati /s/

Date 12-29-15

Prosecutor

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide transportation is made and entered into this 29th day of December, 2015 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and Neffs EMS, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2016 through December 31, 2016 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: Annually, this agreement may be extended up to two additional years (2017 and 2018), by the Belmont County Department of Job and Family Services based upon satisfactory performance of the vendor.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$3.00 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider.
- B. The maximum amount billable under this agreement will not exceed \$500,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon

December 29, 2015

- D. the availability of county, state, and federal matching funds.
- D. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- E. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 29th day of December, 2015.

Signature Vince Gianangeli /s/ Signature Donald L. Keyser /s/
 Dept. of Job and Family Services Provider Signature

Belmont County Department of Job and Family Services
 310 Fox-Shannon Place
 St. Clairsville, Ohio 43950
 (740) 695-1074

Date 12-15-15 Date 12/15/15

Signature _____ Date _____

Signature Ginny Favede /s/ Date 12-29-15

Signature Matt Coffland /s/ Date 12-29-15

Belmont County Commissioners

Approved as to form David K. Liberati /s/ Assistant Date 12-28-15
 Prosecutor

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
 VENDOR AGREEMENT**

This agreement to provide transportation is made and entered into this 29th day of December, 2015 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and NCR Foundation, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2016 through December 31, 2016 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: Annually, this agreement may be extended up to two additional years (2017 and 2018), by the Belmont County Department of Job and Family Services based upon satisfactory performance of the vendor.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$2.50 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider.
- B. The maximum amount billable under this agreement will not exceed \$300,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- E. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 29th day of December, 2015.

Signature Vince Gianangeli /s/ Signature _____
 Dept. of Job and Family Services Provider Signature

Belmont County Department of Job and Family Services
 310 Fox-Shannon Place
 St. Clairsville, Ohio 43950
 (740) 695-1074

Date 12-15-15 Date 12-15-15

Signature Ginny Favede /s/ Date 12-29-15

Signature Matt Coffland /s/ Date 12-29-15

Signature _____ Date _____

Belmont County Commissioners

Approved as to form David K. Liberati /s/ Assistant Date 12-22-15
 Prosecutor

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

Mr. Thomas Absent

**IN THE MATTER OF APPROVING AND SIGNING THE
FOURTH AMENDMENT TO CONTRACT BETWEEN
BCDJFS AND THE JEFFERSON CO. COMMUNITY ACTION
COUNCIL, INC. – ADMINISTRATIVE ENTITY WIA-16**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the fourth amendment to the contract originally dated October 1, 2013, between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc.-Administrative Entity WIA-16, to extend the contract through February 2016 and to continue to operate on the \$50,000.00 originally contracted.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Jefferson County Community Action Council, Inc – Administrative Entity WIA-16
Contract Amendment-3rd year, through February 2016**

The contract dated October 1, 2013 between the Belmont County Department of Job and Family Services and the Jefferson County Community Action Council, Inc. is hereby amended as follows:

III CONTRACT PERIOD

This contract and its terms will become effective on October 1, 2013. The termination date of this contract is September 30, 2014. This contract is for Administrative Entity services and may be extended for up to two additional years, based on meeting contractual requirements, not to exceed September 30, 2016.

Prior/Second Year amendment: This contract is extended for one of the two additional years, October 1, 2014 through September 30, 2015 and the ability to extend for one additional year, through September 30, 2016 remains.

Prior/Third amendment: This contract is extended for one additional quarter, through December 31, 2015, and the ability to extend for one additional quarter, through March 31, 2016 remains. This shortening of timeframe is due to changes in WIA to WIOA law and is not a result of contractor performance.

Current/Fourth amendment: This contract is extended through February 2016 and will continue to operate on the initial \$50,000 originally contracted.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of WIA/WIOA Funds. The amount of reimbursement to Contractor under the terms of this contract is **\$50,000 of WIA/WIOA Funds for the period: October 1, 2014 through February 2016.** (CFDA # 17.258 Adult, CFDA #17.278 Dislocated Worker; CFDA #17.259 Youth, NEG26 Wind storms (CFDA # 17.277), NEG25 Flood (CFDA # 17.277) as well as BRN, Business Resource Network, (CFDA # 17.283) grants.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

Signatures:

<u>Vince Gianangeli /s/</u>	<u>12-15-15</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services (Fiscal Agent for Workforce Investment Area 16) 310 Fox Shannon Place St. Clairsville, OH 43950	
<u>Barbara V. West /s/</u>	<u>12-11-15</u>
Barbara West, CEO	Date
Jefferson County Community Action Council, Inc 114 N 4 th Street Steubenville, OH 43952	
<u>Clifford Harmon /s/</u>	<u>12-14-15</u>
WIA-16 Workforce Investment Board Chair	Date
<u>Don Bethel /s/</u>	<u>12-15-15</u>
WIA-16 Council of Government Chair	Date
<u>Matt Coffland /s/</u>	<u>12-29-15</u>
Belmont County Commissioners	Date
<u>Ginny Favede /s/</u>	<u>12-29-15</u>
Belmont County Commissioners	Date
Belmont County Commissioners	Date
<u>David K. Liberati /s/ Assistant</u>	<u>12-22-15</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING THE REQUEST
OF AEP/OHIO POWER COMPANY FOR EASEMENTS TO SERVE OAKVIEW ADMINISTRATION
BUILDING AND ST. MARY'S CHURCH IN LAFFERTY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to grant the request of AEP/Ohio Power Company for the following easements:

1) Easement No. OH155772 - Twenty (20) foot wide strip of land on parcel #32-60011.000 located at 45240 National Road West, St. Clairsville, for electric and other current/future energy or communication purposes.

Note: This is to serve Oakview Administration Building.

2) Easement No. OH155774 - Twenty (20) foot wide strip of land on parcel #39-60060.000 located at 70230 Church Hill Street, Lafferty, for electric and other current/future energy or communication purposes.

Note: This is to serve Saint Mary's Catholic Church.

3) Easement No. OH155775 – Twenty (20) foot wide strip of land on parcel #39-60063.000 located at 70230 Church Hill Street, Lafferty, for electric and other current/future energy or communication purposes.

Note: This is to serve Saint Mary's Catholic Church.

Easement No. OH155772

Easement & Right of Way

THE BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 850 Tech Center Drive, Gahanna, OH 43230-6605, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for

December 29, 2015

electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in Richland Township, Belmont County, Ohio, and being part of the NW 1/4 of Section No. 27, Township No. 7 North, Range No. 4 West, containing a 39.583 acre tract of land of Grantor as described in Official Records Volume 548 Page 767-769 of the Belmont County Recorder's Office (Auditor Parcel No. 32-60011.000).

Said lines and facilities shall be constructed within the limits of a twenty (20) foot wide strip of land. The centerline being the underground cable and facilities as installed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. WITNESS, Grantor(s) signed this Easement on the 29th day of December, 2015.

THE BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO

By: Mark A. Thomas /s/
Mark Thomas, Commissioner
By: Ginny Favede /s/
Ginny Favede, Commissioner
By: Matt Coffland /s/
Matt Coffland, Commissioner

Easement No. OH155774

Easement & Right of Way

THE BOARD OF COMMISSIONERS OF BELMONT COUNTY, OHIO, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 850 Tech Center Drive, Gahanna, OH 43230-6605, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in Union Township, Belmont County, Ohio, and being part of the NE and SE 1/4 of Section No. 12, Township No. 8, Range No. 5, containing a 19.973 acre tract of land of Grantor as described in Official Records Volume 605 Page 406-407 of the Belmont County Recorder's Office (Auditor Parcel No. 39-60060.000).

Said lines and facilities shall be constructed within the limits of a twenty (20) foot wide strip of land. The centerline being the underground cable and facilities as installed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. WITNESS, Grantor(s) signed this Easement on the 29th day of December, 2015.

THE BOARD OF COMMISSIONERS OF BELMONT COUNTY, OHIO

By: Mark Thomas /s/
Mark Thomas, Commissioner
By: Ginny Favede /s/
Ginny Favede, Commissioner
By: Matt Coffland /s/
Matt Coffland, Commissioner
Approved as to form: Daniel P. Fry /s/
Prosecuting Attorney

Easement No. OH155775

Easement & Right of Way

THE BOARD OF COMMISSIONERS OF BELMONT COUNTY, OHIO, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 850 Tech Center Drive, Gahanna, OH 43230-6605, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in Union Township, Belmont County, Ohio, and being part of the SE 1/4 of Section No. 12, Township No. 8, Range No. 5, containing a

4.109 acre tract of land of Grantor as described in Official Records Volume 605 Page 84-85 of the Belmont County Recorder's Office (Auditor Parcel No. 39-60063.000).

Said lines and facilities shall be constructed within the limits of a twenty (20) foot wide strip of land. The centerline being the underground cable and facilities as installed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. WITNESS, Grantor(s) signed this Easement on the 29th day of December, 2015.

THE BOARD OF COMMISSIONERS OF BELMONT COUNTY, OHIO

By: Mark Thomas /s/

Mark Thomas, Commissioner

By: Ginny Favede /s/

Ginny Favede, Commissioner

By: Matt Coffland /s/

Matt Coffland, Commissioner

Approved as to form: Daniel P. Fry /s/

Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR OIL AND GAS PIPELINES AND COMPRESSOR STATIONS WITH SUMMIT MIDSTREAM UTICA, LLC/JNJ TRUST TO SAND HILL SUCTION LINE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use Maintenance Agreements for Oil and Gas Pipelines and Compressor Stations** with Summit Midstream Utica, LLC, effective December 29, 2015, for the purpose of "Oil and Gas Pipeline and Compressor Stations" at the following sites:

- 1) 0.34 miles of CR-4 (Willow Grove Road) at the JNJ Trust to the Sand Hill Suction Line
- 2) 1.9 miles of CR-30 (Dixon Hill Road) at the JNJ Trust to the Sand Hill Suction Line
- 3) 1.25 miles of CR-214 (Bellaire-High Ridge Road at the JNJ Trust to Sand Hill Suction Line

Note: County Wide Bond# 0022044096 for \$1 million on file.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between the Belmont County Commissioners, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Summit Midstream Utica, LLC, whose address is 5910 North Central Expressway, Suite 350, Dallas TX. 75206 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator intends to develop and operate from JNJ Trust to the Sand Hill Suction Line, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the JNJ Trust to the Sand Hill Suction Line (hereafter collectively referred to as "oil and gas pipeline and compressor station activities") located in Pultney Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.34 miles of CR-4 (Willow Grove Road) for the purpose of ingress to and egress from the JNJ Trust to the Sand Hill Suction line, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the JNJ Trust to the Sand Hill Suction Line(hereinafter referred to collectively as "oil and gas pipelines and compressor stations"); and

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

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

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

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

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

1. The portion of CR-4, (Willow Grove Road), to be utilized by Operator hereunder, is that exclusive portion beginning at intersection of SR-149 and running north for 0.34 miles to the pipeline work. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-4 for any of its oil and gas pipelines and compressor stations hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated oil and gas pipelines and compressor stations by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's oil and gas pipelines and compressor stations, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
 3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known oil and gas pipelines and compressor stations utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the Railroad Company, or lack of notification by Operator.
 4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's oil and gas pipelines and compressor stations shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its oil and gas pipelines and compressor stations, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
 5. Unless accepted for the reasons provided below, prior to the oil and gas pipelines and compressor stations on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the oil and gas pipelines and compressor stations on the Route by Operator. The amount of the blanket bond or surety shall be listed on bond # 00220044096 in an amount of \$1,000,000 & 00/100 DOLLARS. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas pipelines and compressor station activities.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
 6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
 7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
 8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
 9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
 10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
 11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
 12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
 13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
 14. Agreement shall be governed by the laws of the State of Ohio.
 15. This Agreement shall be in effect on December 29, 2015.
- Executed in duplicate on the dates set forth below.
- To the County: Fred F. Bennett P.E. P.S.
County Engineer
101 W. Main ST.
St. Clairsville, Ohio 43950
Office: (740) 699-2160
- To the Operator: Jeff Heinle, Area Operations Director
Summit Midstream Utica
51470 Thatcher Road
Jacobsburg, OH 43933
Office: (970) 573-7005
Cell: (970) 629-3692
Email: jheinle@summitmidstream.com
Renata Busch, Permit and Regulatory Manager
3489 Smithton Road
West Union, WV 26456
Office: (304) 566-3184
Cell: (304) 871-0592
Email: rbusch@summitmidstream.com
Gino Cingolani, Construction Coordinator
Field Agent for Summit Midstream Utica
Cell: (870) 265-1814
Email: agcingolani@gmail.com
Patrick Brierley, VP/Project Manager
Summit Midstream Utica
999 18th Street, Suite 3400S

December 29, 2015

Denver, CO 80202
Office: (720) 452-6238
Cell: (720) 375-1667
Email: pbrierley@summitmidstream.com

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

Authority

By:

Commissioner

By: Ginny Favede /s/

Commissioner

By: Matt Coffland /s/

Commissioner

By: Fred F. Bennett /s/

County Engineer

Dated: 12-29-15

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Operator

SUMMIT MIDSTREAM UTICA, LLC

By: Renata Busch /s/

Printed name: Renata Busch

Title: Permit and Regulatory Manager

Dated: 12-11-2015

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between the Belmont County Commissioners, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Summit Midstream Utica, LLC, whose address is 5910 North Central Expressway, Suite 350, Dallas TX. 75206 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator intends to develop and operate the JNJ Trust to the Sand Hill Suction Line, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the JNJ Trust to the Sand Hill Suction Line (hereafter collectively referred to as "oil and gas pipeline and compressor station activities") located in Pultney Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.9 miles of CR-30 (Dixon Hill Road) for the purpose of ingress to and egress from the JNJ Trust to the Sand Hill Suction line, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the JNJ Trust to the Sand Hill Suction Line (hereinafter referred to collectively as "oil and gas pipelines and compressor stations"); and

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

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

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

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

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

1. The portion of CR-30, (Dixon Hill Road), to be utilized by Operator hereunder, is that exclusive portion beginning at intersection of SR 149 and running north for 1.9 miles to the intersection of CR-214. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-30 for any of its oil and gas pipelines and compressor stations hereunder.

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

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

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

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

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

December 29, 2015

- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on December 29, 2015.

Executed in duplicate on the dates set forth below.

To the County: Fred F. Bennett P.E. P.S.

County Engineer
101 W. Main ST.
St. Clairsville, Ohio 43950
Office: (740) 699-2160

To the Operator:

Jeff Heinle, Area Operations Director
Summit Midstream Utica
51470 Thatcher Road
Jacobsburg, OH 43933
Office: (970) 573-7005
Cell: (970) 629-3692
Email: jheinle@summitmidstream.com
Renata Busch, Permit and Regulatory Manager
3489 Smithton Road
West Union, WV 26456
Office: (304) 566-3184
Cell: (304) 871-0592
Email: rbusch@summitmidstream.com
Gino Cingolani, Construction Coordinator
Field Agent for Summit Midstream Utica
Cell: (870) 265-1814
Email: agcingolani@gmail.com
Patrick Brierley, VP/Project Manager
Summit Midstream Utica
999 18th Street, Suite 3400S
Denver, CO 80202
Office: (720) 452-6238
Cell: (720) 375-1667
Email: pbrierley@summitmidstream.com

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

Authority

By: _____

Commissioner

By: Ginny Favede /s/

Commissioner

By: Matt Coffland /s/

Commissioner

By: Fred F. Bennett /s/

County Engineer

Dated: 12-29-15

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Operator

SUMMIT MIDSTREAM UTICA, LLC

By: Renata Busch /s/

Printed name: Renata Busch

Title: Permit and Regulatory Manager

Dated: 12-11-2015

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between the Belmont County Commissioners, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Summit Midstream Utica, LLC, whose address is 5910 North Central Expressway, Suite 350, Dallas TX. 75206 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator intends to develop and operate the JNJ Trust to the Sand Hill Suction Line, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the JNJ Trust to the Sand Hill Suction Line (hereafter collectively referred to as "oil and gas pipeline and compressor station activities") located in Pultney Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.25 miles of CR-214 (Bellaire- High Ridge Road) for the purpose of ingress to and egress from the JNJ Trust to the Sand Hill Suction line, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the JNJ Trust to the Sand Hill Suction Line (hereinafter referred to collectively as “oil and gas pipelines and compressor stations”); and

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

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

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

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

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

1. The portion of CR-214, (Bellaire-High Ridge Road), to be utilized by Operator hereunder, is that exclusive portion beginning at intersection of CR-30 and running northeast for 1.25 miles to the pipeline work. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-214 for any of its oil and gas pipelines and compressor stations hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. This Agreement shall be in effect on December 29, 2015.

Executed in duplicate on the dates set forth below.

To the County: Fred F. Bennett P.E. P.S.
County Engineer
101 W. Main ST.
St. Clairsville, Ohio 43950

December 29, 2015

To the Operator: Office: (740) 699-2160
 Jeff Heinle, Area Operations Director
 Summit Midstream Utica
 51470 Thatcher Road
 Jacobsburg, OH 43933
 Office: (970) 573-7005
 Cell: (970) 629-3692
 Email: jheinle@summitmidstream.com
 Renata Busch, Permit and Regulatory Manager
 3489 Smithton Road
 West Union, WV 26456
 Office: (304) 566-3184
 Cell: (304) 871-0592
 Email: rbusch@summitmidstream.com
 Gino Cingolani, Construction Coordinator
 Field Agent for Summit Midstream Utica
 Cell: (870) 265-1814
 Email: agcingolani@gmail.com
 Patrick Brierley, VP/Project Manager
 Summit Midstream Utica
 999 18th Street, Suite 3400S
 Denver, CO 80202
 Office: (720) 452-6238
 Cell: (720) 375-1667
 Email: pbrierley@summitmidstream.com

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

Authority

By: _____
 Commissioner
 By: Ginny Favede /s/
 Commissioner
 By: Matt Coffland /s/
 Commissioner
 By: Fred F. Bennett /s/
 County Engineer
 Dated: 12-29-15
 Approved as to Form:
David K. Liberati /s/ Assistant
 County Prosecutor

Operator

SUMMIT MIDSTREAM UTICA, LLC
 By: Renata Busch /s/
 Printed name: Renata Busch
 Title: Permit and Regulatory Manager
 Dated: 12-11-2015

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH
 BBR DRILLING COMPANY, INC., FOR ENGINEER PROJECT 15-6
 SLIP REPAIR PROJECT (WILLOW GROVE ROAD)**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract for the Belmont County Engineer's Project 15-6 BEL-4-8.85 SLIP REPAIR PROJECT (Willow Grove Road) with BBR Drilling Company, Inc., in the amount of \$113,200.00, based upon the recommendation of Fred Bennett, County Engineer.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
 PROJECT 15-6 BEL-4-8.85 SLIP REPAIR
 OPWC PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 29th day of December 29, 2015 between **BBR DRILLING COMPANY INC**, 41462 Palmer Road, Belmont, Ohio 43718 and Mark Thomas, Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said **BBR DRILLING COMPANY INC** hereby agrees to furnish all service, labor, material and equipment and do all work requisite necessary to repair one (1) roadway slip areas along County Highway 4 (Willow Grove Road) in accordance with plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	UNCLASSIFIED EXCAVATION INCLUDING ROCK AND/OR SHALE AND TIMBER WALL	\$17,000.00	\$17,000.00
620 LF	HP 12 X 63 PILING, FURNISHED, DRILLED, ENCASED IN CONCRETE	\$85.00	\$52,700.00
150 EACH	6" X 24" X 56" REINFORCED CONCRETE LASSING	\$110.00	\$16,500.00
LUMP SUM	GRANULAR BACKFILL	\$25,000.00	\$25,000.00
LUMP SUM	6" CONCRETE BASE (305)	\$2,000.00	\$2,000.00
	TOTAL		\$113,200.00

County will certify 10% of \$113,200.00 which is \$11,320.00.

December 29, 2015

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said BBR DRILLING COMPANY INC shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Ginny Favede /s/

BBR DRILLING COMPANY INC

BY: Jason Balcar /s/

Jason Balcar

Print/Type Signature

CONTRACTORS BOND

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, are held and bound into the County of Belmont in the penal sum of One Hundred Thirteen Thousand, Two Hundred Dollars and Zero Cents (\$113,200.00) for the payment of which well and truly to be made, we do hereby jointly bind ourselves, our Heirs, Executors, and Administrators.

Signed and dated this 23rd day of December, 2015.

The condition of the above obligation is such: that, whereas **BBR DRILLING COMPANY INC** has this day contracted in writing with the Commissioners of the County of Belmont for the Roadway Slip Repair Project, in accordance with all plans and specifications for the sum of (\$113,200.00).

Now the said **BBR DRILLING COMPANY INC** shall well, truly and faithfully do and perform all and singular the conditions thereof they bound to do, then these presents to be void, otherwise to be and remain in full force.

Signed in the presence of:

BBR DRILLING COMPANY INC

BY: Jason Balcar /s/

AUDITOR'S CERTIFICATE

I hereby certify that the money for the payment of this Contract is in the Treasury to the credit of the fund which is to be drawn, or has been levied and placed on the duplicate and is in the process of collection and not appropriated for any other purpose.

DATE 12-29, 2015

BELMONT COUNTY AUDITOR

BY: Andrew L. Sutak

CERTIFICATE OF THE PROSECUTING ATTORNEY
OFFICE OF PROSECUTING ATTORNEY, ST. CLAIRSVILLE, OHIO

Approved As to Form.

DATE December 29, 2015

PROSECUTING ATTORNEY

BY: David K. Liberati /s/ Assistant

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING AND APPROVING THE 2016-2017 PERFORMANCE-BASED SERVICE AGREEMENT FOR TITLE III & SENIOR COMMUNITY STATE BLOCK GRANT SERVICES/SSOBC

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the following document on behalf of Senior Services of Belmont County:

2016-2017 Performance-Based Service Agreement for Title III & Senior Community State Block Grant Services Funded by Area Agency on Aging Region 9, Inc. for Title III and Senior Community State Block Grant Services, effective January 1, 2016 through December 31, 2017.

**2016 - 2017 Performance-Based Service Agreement
for Title III & Senior Community State Block Grant Services
Funded by Area Agency on Aging Region 9, Inc.**

This Agreement ("Agreement") is made by and between the **AREA AGENCY ON AGING REGION 9, INC. ("AAA9")** and the **Belmont County dba Senior Services of Belmont County (Provider)**. The term of this Agreement commences January 1, 2016 and ends December 31, 2017. This Agreement is made for the purpose of providing reimbursement by the AAA9 to the Provider for services rendered by the Provider to eligible clients in accordance with the terms of this Agreement. Said services, represented in detail in attached current Budget Summary exhibit, include:

<u>Service Name</u>	<u>Service Code Number</u>	<u>Total AAA9 \$ Amount Available</u>
Home Delivered Meals	4	Title III C2 - \$60,878
Home Delivered Meals		SCS - \$ 6,664
Congregate Meals	7	Title III C1 - \$ 45,892
Transportation	10	Title III B - \$ 46,511
Transportation		SCS \$ 15,000
Homemaker	2	Title III B \$ 18,198
Personal Care	1	Title III B \$ 3,466

WHEREAS, the AAA9 is designated and authorized by the Ohio Department of Aging ("ODA") to receive and disburse AAA9 funds composed of various State and federal funds and to monitor the expenditure of such funds to assist in the provision of social services to persons aged 60 or older and other qualifying parties; and,

WHEREAS, the Provider is conditionally considered by the AAA9 to be qualified to assist in meeting certain service and social needs of persons aged 60 or older to promote independent living; and,

WHEREAS, by entering into this Agreement, the Provider accepts the responsibility and duty to assure delivery of the type and quantity of services detailed in the current Budget Summary exhibit(s) throughout the entire term of this Agreement, whether or not AAA9 funds have been advanced, fully earned or otherwise exhausted;

WHEREAS, the Provider accepts that any information given to, gathered by or otherwise known to the AAA9 (with the exception of confidential information regarding individual clients) may be considered "public information" and may be subject to release on demand from private individuals or organizations; and,

WHEREAS, the Provider understands that future funding is subject to change in type, level and scope depending on regulation, availability of funds and the evolving needs of the community and AAA9.

NOW, THEREFORE, in consideration of the foregoing and other mutual promises herein contained, the AAA9 and Provider hereto agree as follows:

I. Special Conditions for This Provider

A. None

II. 2016-2017 AAA9 Title III & State Block Grant Assurances

A. The Provider accepts that all information and assurances set forth in the original "2016-2017 AAA9 Title III and State Block Grant Application" are a binding part of this Agreement, as evidenced by in the submittal of a signed page A-4 in said application.

III. Program Service Information

A. The provider is required to comply with rule 173-3-06.1 of the Administrative Code, if providing an adult day service; rule 173-3-06.2 of the Administrative Code, if providing a chore service; rule 173-3-06.3 of the Administrative Code, if providing a

- home maintenance, modification, or repair service; rule 173-3-06.4 of the Administrative Code, if providing a homemaker service; rule 173-3-06.5 of the Administrative Code, if providing a personal care service; rule 173-3-06.6 of the Administrative Code, if providing a transportation service; rule 173-4-05 of the Administrative Code, if providing a meal service; rule 173-4-06 of the Administrative Code, if providing a nutrition consultation service; rule 173-4-07 of the Administrative Code, if providing a nutrition education service; rule 173-4-08 of the Administrative Code, if providing a nutrition health screening; or rule 173-4-09 of the Administrative Code, if providing a grocery shopping assistance service.
- B.** Except as otherwise provided in this Agreement, during the entire term of this Agreement, the Provider agrees to provide the type and quantity of the contracted services throughout the contractor's service area in a manner fully compliant with the Ohio Department of Aging (ODA) and Area Agency on Aging – Region 9 (AAA9) Conditions of Participation (COP) and Service Specifications (if applicable), with such conditions and specifications available on request from the AAA9. The Conditions and Specifications in effect at the beginning of this Agreement shall remain in effect throughout the term of this Agreement.
- C.** Provider is responsible for meeting all federal, state, and local laws, regulations, and federal circulars as applicable to their service delivery
- D.** The Provider service area is described in the current Budget Summary exhibit(s).
- E.** The units of service, the maximum number of units of service to be purchased and maximum AAA9 funds available during the term of this Agreement are described in the current Budget Summary exhibit(s).
- F.** The AAA9 and Provider understand that the contracted number of units is the Provider's best estimate of all units to be provided for any adults age 60 and over, with the exceptions of only AAA9 Care Coordination, AAA9 PASSPORT and any other specific units 'fully-funded' by another resource that are separately agreed to in writing by the AAA9, as further described under "Earning & Disbursing Funds" elsewhere in this Agreement.
- G.** The Provider understands that this Agreement is intended to allow for earnings in each of the 12 months of the period and that payments may be limited to 1/12 of available funds for each month year-to-date, as further described under "Earning & Disbursing Funds" elsewhere in this Agreement.
- H.** The Provider estimates the goals for total number of unduplicated age 60+ persons to be served during the term of this Agreement, including the number estimated to be low income, aged 75 or older, minority, rural and low income minority as detailed in the current Budget Summary exhibit(s).
- I.** The Provider understands they are to satisfy the service needs of older persons with the greatest economic and social needs with particular attention to older persons who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and who are at risk for institutional placement.
- J.** The Provider understands the requirements of AAA9 to meet specific objectives for giving service priority to specific consumer groups.
- K.** The Provider understands they are required to cooperate with AAA9 and ODA, to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate the public and private resources in the field of aging in order to assist older disaster victims whenever the President of the United States declares that the provider's service area is a disaster area.
- L.** The Provider understands they are a mandatory reporter to immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, once the provider has reasonable cause to believe a consumer is the victim of abuse, neglect or exploitation, and has the consent of the consumer.
- M.** Provider is required to notify the AAA of any significant change that may necessitate a reassessment of the service needs of a consumer in care coordination program no later than one business day after the provider is aware of repeated refusal to receive services; changes in the consumer's physical, mental or emotional status; documented changes in the consumer's environmental conditions; or, other significant, documented changes to the consumer's health and safety;
- N.** Provider is required to notify the AAA and the consumer in writing of the anticipated last day of service to a consumer in a care-coordination program no later than thirty business days before the anticipated last day of service, unless the reason for discontinuing the service is the hospitalization, institutionalization, or death of the consumer; serious risk to the health or safety of the provider, the consumer's decision to discontinue the service; or a similar reason why the provider is unable to notify the AAA thirty days before the anticipated last day of service. The provider shall also notify the consumer how he/she may reach a long-term care ombudsman;
- O.** The Provider shall post, distribute or otherwise make readily available all appropriate or required notices regarding terms, rights or conditions of client participation related to delivery of contracted services under this Agreement, including but not limited to client donation or contribution policies, client cost-sharing obligations, client rights and availability of recourse for disputes, to current and potential clients.
- P.** The Provider understands the requirement to comply with the criminal records check requirements and database reviews under section 173.38 of the Revised Code and rule 173-9 of the Administrative Code.
- Q.** The Provider agrees to send appropriate representatives to regular and special meetings called by the AAA9 regarding contracted services and understands that the AAA9 assumes no responsibility to communicate information disseminated at such meetings in any other manner.
- R.** The Provider agrees to cooperate with AAA9 client development activities for Care Coordination, Alzheimer's Respite Care Coordination, Title III-E Caregiver Support/Caring for Caregivers program and PASSPORT, including referrals to the AAA9, inter-agency reviews of Provider client lists with AAA9 representatives for identifying potential case-managed care clients and potential caregiver support clients and to offer Provider assistance in contacting potential clients to seek arranging for assessment visits by AAA9 representatives.
- S.** The Provider agrees to establish and maintain a "waiting list" in event of service demand exceeding supply and to address in Provider policy the methods that will be used to determine priorities for service provision under such a condition.
- T.** The Provider acknowledges that requirements of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") are in effect during this contract period and that the Provider is ultimately responsible for any and all conformance that may relate to performance under this Agreement, including but not limited to patient rights and the collection, handling, storage, communication and transmission of personal information about individuals. The AAA9 agrees only to provide information regarding achieving such conformance as may be provided by the Ohio Department of Aging and/or the federal Administration on Aging directly to the AAA9 and specifically regarding HIPAA implementation for programs funded through both the AAA9 and the Ohio Department of Aging.
- U.** **Legal Service Only:** The Provider will comply with all relevant regulations set forth in the Older Americans Act (OAA) Amendments of 2000, Public Law 106-501, 11/00 and any succeeding legislation, regarding the provision of legal services and legal assistance, including but not limited to, OAA regulation section 45 CFR Part 1321.71, Legal Assistance. In addition, the Provider will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination as provided in OAA Sec. 307(a)(11)(E).
- V.** **Transportation Service Only:** The Provider will give first priority for use of Title III-B, State Block Grant and local matching funds transportation services for transporting participants to congregate meal sites and will coordinate with AAA9 Title III-C providers to assure transportation availability whenever meal sites are open. Further, the Provider will offer county-wide transportation services to a variety of community destinations, including but not limited to essential shopping, banking and non-emergency medical destinations and not limited to destinations associated with the Provider organization, such as a Provider senior center or Provider medical facility. The Provider also agrees to work cooperatively with other transportation providers to facilitate ODoT-sponsored coordinated transportation systems and to facilitate inter-county transportation for non-emergency medical and other essential purposes.
- W.** **Adult Day Service (ADS) Only:** In accordance with the ODA service specifications for adult day service, Section B (i), the Provider must supply a noon meal which meets one-third (1/3) Dietary Reference Intakes (DRI) to all AAA9-funded ADS Title III-B and III-E, State funds, Care Coordination & PASSPORT clients; the cost of such meal is to be included in the unit rate for

ADS funded by the AAA9 and are considered ineligible as Title III-C meals. If meals are provided for AAA9-funded ADS clients by a Title III-C nutrition provider, it is the responsibility of the ADS provider to purchase the meals for AAA9-funded ADS clients separately through a subcontract with the Title III-C nutrition provider. It is the shared responsibility of both Providers to assure appropriate payment and billing for their respective services.

X. Nutrition Only:

- (1) Meals served to Adult Day Services (ADS): As noted under "Adult Day Service Only", the cost of meals served to AAA9-funded ADS Title III-B and III-E, State funds, Care Coordination & PASSPORT clients at adult day services are paid through the unit rate for ADS and are considered ineligible as Title III-C meals. If meals are provided for AAA9-funded ADS clients, it is the responsibility of the Title III-C nutrition provider to contract with the ADS provider for other payment for meals served to such AAA9-funded ADS clients. It is the shared responsibility of both Providers to assure appropriate payment and billing for their respective services.
- (2) Provider agrees that they will only provide nutrition education that has been approved by AAA9's LD and has determined that the educational materials that the provider plans to distribute are appropriate. In addition, the provider agrees to contact the AAA9 to provide nutrition education in the event that they do not have appropriate staff to educate consumers.
- (3) Site Changes: All congregate meal site changes (i.e., temporary site changes, opening a new site, closing or relocating an existing site) must have written AAA9 approval prior to action being taken. Requests must be submitted in writing to AAA9 at least 4 weeks in advance.
- (4) The Provider shall submit copies of all related current licenses for facilities or operations (such as food service licenses) to the AAA9 before performing services under this Agreement and within ten (10) working days of receiving renewal of any related license during the course of the Agreement.

IV. Client Contributions

- A. The Provider understands that a voluntary donation or 'client contributions' system is required for all Title III clients, regardless of any or no cost-sharing obligation.
- B. The Provider understands that the primary purpose of program income from donations or client contributions is to increase, enhance or expand the delivery of such services while offering clients a dignified and confidential way to contribute toward the cost of services received; all such income must be applied toward the costs of the program for which it was contributed or cost-shared.
- C. The Provider understands that, under federal law & regulations and ODA policy:
 - (1) Client contributions from federally funded programs cannot be used as local matching funds for federal programs and must be used to benefit the program for which they were contributed as a separate and identifiable 'program income' fund;
 - (2) Any client receiving services funded by this Agreement shall be allowed and encouraged to voluntarily contribute for services reimbursed with Older Americans Act funds under Section 315(b) of the Older Americans Act,
 - (3) No eligible person can be discriminated against in prioritizing or receiving services because he or she cannot or will not contribute toward the cost of providing said service by either voluntary contribution or ODA cost-sharing expectations.
 - (4) The Provider accepts that the collection and management of program income earned from the contracted service activity must be in accordance with ODA policies, including but not limited to: #409 Program Income; #409.01 Program Income: Contributions from Participants; and #409.02 Program Income: Fiscal Management and all related federal rules and regulations, with copies and/or citations available from the AAA9 on request.

V. Cost-Sharing

- A. The Provider understands they are responsible for implementing a consumer contributions policy under rule 173-3-07 of the Administrative Code for any service that is subject to rule 173-3-07 of the Administrative Code.
- B. **The Provider understands that any ODA requirements, responsibilities and administration of a cost-sharing system will be the burden of the Provider without the provision of additional funding from ODA or the AAA9.**
- C. **The AAA9 will only assume the burdens of cost-sharing for all clients served under the AAA9 Care Coordination, Medication Management and Caregiver Support programs.**
- D. The Provider is aware that, under Older Americans Act section 315(a)(5)(E), the Providers shall "not deny any service for which funds are received under this Act for an older individual due to the income of such individual or such individual's failure to make a cost sharing payment".
- E. The AAA9 will provide information, ODA requirements, ODA materials and general guidance to the Provider in a timely fashion as the ODA implements cost-sharing for Title III and State funded programs.

VI. Budget

- A. During the term of this Agreement, AAA9 funds may be made available to the Provider in an amount not to exceed the maximum total combined amount(s) specified in the current Budget Summary exhibit(s), subject to the availability of such funds to the AAA9 from the Ohio Department of Aging or other funding source(s), subject to the terms and conditions as stated herein and any related State or federal law, rule or regulation. These funds may include, but not be limited to: Title III-B CFDA# 93.044, Title III-C CFDA #93.045, Title III-D (formerly III-F) CFDA #93.043, Title III-E CFDA# 93.052 or Title VII CFDA #93.041 or #93.042 from the U.S. Department of Health and Human Services; Nutrition Services Incentive Program (NSIP) CFDA #93.053; Senior Community Services Block Grant and/or Alzheimer's Respite Site Services or Core Services funds or other State funds administered by the Ohio Department of Aging; or other funds made available to the AAA9.
- B. The Provider agrees to exercise appropriate management control of the budget, assume all responsibility for meeting financial obligations and specifically indemnify the AAA9 and the Ohio Department of Aging against any and all financial or other claims incurred in the delivery of contracted services under this Agreement.
- C. The Provider accepts that, in the case of nutrition programs:
 - (1) The former USDA cash-in-lieu-of-commodities program was transitioned to Nutrition Services Incentive Program (NSIP) under the U.S. Administration on Aging (AoA), a fixed annual area wide allocation, during 2014-2015 and the basis for earning or being awarded these funds may further change during the course of this contract;
 - (2) NSIP cash-in-lieu-of-commodities funds are now earned area wide from a State-level allocation based on the number of meals served by AAA9 providers meeting Title III-C criteria in the preceding federal year (Oct. 1 – Sept. 30), when compared to all other Area Agencies on Aging in the state;
 - (3) Any variations between planned meals on the Budget Summary exhibit(s) and qualifying meals actually served may affect the total reimbursement amount earned under this Agreement;
 - (4) The total anticipated NSIP funds amount may not become available prior to contract development or implementation and the AAA9 will advise applicants of an approximate rate to estimate NSIP revenue for the period; this rate may change during the period due to national budgeting constraints or mid-year NSIP allocation changes;
 - (5) NSIP funds may not be distributed in a timely fashion by AoA or ODA; and,
 - (6) In the event of meals being disallowed for Title III-C, these NSIP funds are also subject to recovery.

VII. Earning & Disbursing Funds

- A. The Provider agrees that earning of Title III, State and other AAA9 funds under this Agreement is performance-based, with the total number of units provided multiplied by the unit rates generating up to the total AAA9 funding for each service in the current Budget Summary exhibit(s) and such earnings are expected to occur over the full 12 months of the Agreement period based on the Budget Summary exhibit calculations.
- B. The Provider accepts that AAA9 has the expectation that thoughtful and truthful projections of both units to be served and all cash resources to be used (to meet expenses incurred) in the initial Budget Summary exhibit will reduce or eliminate the need for

- mid-year unit rate adjustments while allowing for modest (plus or minus 10% year-to-date) month-to-month changes in productivity.
- C.** The AAA9 and Provider understand that the funds available and contracted number of units in the current Budget Summary exhibit are the Provider's best estimate of all revenues to be received (or likewise, expenses to be incurred) and all units to be provided & billed during the entire Agreement period for any adults age 60 and over with this service by this Provider (including but not limited to Title XX/SSBG and local levy funds), with the exceptions of only AAA9 Care Coordination, AAA9 PASSPORT and any other specific units 'fully-funded' by another resource that are separately agreed to in writing by the AAA9.
- D.** Each Provider agrees that all funds from all sources declared available under the current 'Budget Summary' exhibit will be applied toward the provision of these contracted services and included in all monthly & quarterly reports to AAA9, particularly those funds directly controlled by the Provider or host organization and those representing required non-federal matching funds;
- E.** Each Provider agrees that any controllable or uncontrollable gain, shortfall or loss in funds availability or increase or reduction in ability to produce units of service that exceeds 10% of the current Budget Summary exhibit amount will initiate immediate telephone consultation (i.e., next working day) and written communication within 10 days of occurrence with AAA9 Quality & Planning Division representatives.
- (1) The Provider will be expected to explain cause & anticipated impact prior to taking actions to alter service delivery and to provide documentation supporting the circumstance;
 - (2) Any controllable circumstance, including but not limited to shortfalls in revenue, under-estimating expenses or over-projecting unit production, increased costs or loss of staff availability or equipment failure will generally be considered a normal management responsibility of the Provider and insufficient grounds for upward unit rate adjustment.
 - (3) Any failure to apply such funds declared available or alter unit productivity by more than 10% without prior AAA9 consultation, approval and acceptance of a revised Budget Summary exhibit may be considered a breach of good faith and will invoke review of contract Agreement performance and possible Agreement revision, termination or non-renewal.
 - (4) "Controllable" factors might include changes in overall Provider management practice, reporting methods including billing for units not included in the preparation of the current Budget Summary exhibit, program operation, availability of personnel or equipment, funding source or budget changes.
 - (5) "Uncontrollable" factors might include legislated funding reductions or acts of God.
- F.** Each Provider agrees that any increase or reduction in (1) the amount of revenue from other sources or (2) the quantity of units of service to be provided of more than 10% of the unit goals on the current Budget Summary that become necessary during the course of the Agreement may be declared a AAA9 option to require a revised Budget Summary and adjustment of unit rate satisfactory to the AAA9 Executive Director.
- G.** The AAA9 reserves the sole and exclusive right to determine if any changes will be allowed to the contract unit rate(s) affected by any Provider management, operational or budget changes. Any requests to change number of units to be served, unit rate or Provider transfer of funds between AAA9 funding sources must be requested in writing by the Provider with supporting information no later than August 1st of the contract year.
- H.** In the event of reduced ability to provide units of service or failure to reach agreement on revised unit goals and rates for either under- or over-production, the AAA9 reserves the right to reduce the amount of funding available at any time during the Agreement period and may redistribute such available AAA9 funds for any allowable purpose to the AAA9 or any other AAA9 service provider or purpose at the direction of the AAA9 Executive Director.
- I.** In the event of a Provider meeting unit goals and having additional declared funds remaining available prior to the end of the contract Agreement period, AAA9 has the expressed expectation that the Provider will provide additional units of service throughout the course of the contract Agreement period and request to amend the Budget Summary exhibit and reimbursement unit rate.
- J.** AAA9 funds are earned by the Provider upon satisfaction of all of the following conditions:
- (1) For Older Americans Act funds, upon expending local match per the current Budget Summary exhibit(s) in a ratio of at least 85% AAA9 federal funds to 15% local match of cash or verifiable and allowable in-kind contributions throughout the course of the Agreement period; and,
 - (2) Upon providing verifiable and billable units of service to persons age 60 years or older or as otherwise qualified by grant conditions and rules, in accordance with the current Budget Summary exhibit(s) and all other requirements of this Agreement; and,
 - (3) Upon timely submission of such reports documenting the provision of such service and the expenditure and/or earning of AAA9 and other funds listed in the current Budget Summary exhibit, including but not limited to matching funds, as required by the AAA9 and ODA; and,
 - (4) Upon timely submission of such reports as required by the AAA9 and ODA for reporting specific client data for the OASIS, SAMS and/or NAPIS (National Aging Program Information Systems), FINPAK or other ODA-required reporting software or mechanisms; and,
 - (5) Upon there being no cause for recovery by the AAA9 of funds paid previously for services that do not meet the requirements of this Agreement, the AAA9 or the ODA, including but not limited to financial audit findings, unit audit findings or failure to meet service specifications or other requirements of this Agreement; and,
 - (6) Upon the Provider being in compliance with all of its duties and obligations under this Agreement, including but not limited to compliance with AAA9 contract monitoring activities, Conditions of Participation, service specifications, contract assurances and conditions, proposal assurances and conditions, reporting and service delivery expectations.
- K.** The unit of service reimbursement rate and maximum AAA9 funds available are described in the Budget Summary exhibit(s).
- L.** Subject solely to AAA9 discretion, AAA9 funds will be paid to the Provider monthly either through an advance or on a reimbursement basis, subject to the availability of such funds to the AAA9, the AAA9 cash position and such other circumstances as the AAA9 Executive Director determines prudent, allowable and appropriate.
- M.** The Provider accepts that failure to meet all reporting deadlines, including but not limited to OASIS, SAMS, NAPIS, FINPAK and AAA9 reimbursement forms, may result in payment delays from AAA9, including but not limited to delay of processing until the next payment cycle.
- N.** The AAA9 reserves the right to advance or reimburse no more than 1/12th per-month year-to-date of the AAA9 funds available to the Provider under this Agreement, in order to assure a financial incentive to complete the performance of services and to safeguard the expectation of clients to receive needed services throughout the entire contract period. As an example, if a provider serves more units than 1/12 of those planned for each of the first 3 months, the AAA9 may chose to limit earnings at that point to only 3/12s (1/4) of the funds available. Exceptions may only be approved in writing for good cause at the discretion of the AAA9 Executive Director, based on submittal of a written request citing circumstances and supporting documentation from the Provider. In the event of an exception being made, subsequent advances or reimbursements will be appropriately adjusted.
- O.** The AAA9 reserves the right and privilege to make contractual payments, including purchase-of-service unit rates and allowable grant costs, from multiple allowable sources without advance notice to the Provider when in the best interest of funding utilization, pursuant to AAA9 Board of Trustees action on July 26, 2001 et al; the individual fund amounts in the Budget Summary exhibit(s) are only reflective of initial planning for fund allocation and not individually binding beyond the total of combined AAA9 funds commitment and availability.
- (1) The AAA9 reserves the right and privilege to change the source of funds retroactively without prior notice to the Provider when in the best interests of the AAA9 and the community, with subsequent notice to the Provider of such changes as appropriate for auditing purposes.
 - (2) The AAA9 will identify the source of funds on all advances or reimbursements at the time of issuance to the Provider.
- P.** The AAA9 reserves the right to amend this Agreement by written letter from the AAA9 Executive Director to the Provider for

the purpose of increasing the amount of funds available for any service with the expectation of increased units of service output under purchase-of-service method or for the purpose of acquisition of appropriate and allowable materials, supplies or devices to benefit the service under an allowable cost method, subject to prior verbal notice to and written acceptance by the Provider, when in the best interests of the AAA9, the community and time constraints.

- Q. If necessary, periodic adjustments may be made by the AAA9 in amounts and at intervals to be determined by the AAA9 in its sole discretion in order to reconcile the difference between the disbursement of AAA9 funds to the Provider and the earning of such AAA9 funds by the Provider.
- R. The AAA9 will closely review all earnings under this Agreement during the course of the Agreement. The AAA9 reserves the right, in its sole discretion, to reduce the amount of funds available and number of units reimbursable under this Agreement with prior consultation with the Provider and with ten (10) working days notice by written letter from the AAA9 Executive Director to the Provider if there are under-earnings that may lead to the AAA9 losing access to those funds through expiration at the end of the contract period. In that event, the AAA9 may redistribute these AAA9 funds for any allowable purpose to the AAA9 or any other AAA9 service provider or purpose at the direction of the AAA9 Executive Director.
- S. This agreement may be renewed after the agreement has been in effect for a year, on the following conditions:
 - (a) If the provider does not demonstrate satisfactory performance, the AAA may terminate the agreement;
 - (b) If funds are not available to pay for the service, product, or program for a subsequent year, the AAA may terminate the agreement; or,
 - (c) If a situation arises that was unforeseen at the time that the AAA and the provider entered into the provider agreement, the AAA may terminate the agreement. Examples of an unforeseen situation are a change in the market conditions or a change in the law that regulates the service, product, or a program that is procured by the agreement.
- T. Provider agrees to promptly remit to the AAA9 any and all AAA9 funds not earned, whether by under-performance or by violation of any requirements of this Agreement, within ten (10) working days of the issuance of a written demand by the AAA9 Executive Director.

VIII. Record-keeping, Confidentiality and Record Retention

- A. The Provider agrees to maintain such accounting records and documents that will permit expeditious determination at any time of the status of funds within this Agreement, including the disposition of all monies received and, in the event of allowable cost rules applying, the cause, nature and amount of all charges to be claimed against such funds and the amount of participation of State and/or federal funds in the acquisition compared to the total costs or value ('federal financial participation'), such as referenced in XI. Equipment below.
- B. The Provider agrees to maintain a system of records that clearly tracks the generation of verifiable and billable units of service from the point of service delivery to the point of request for payment, agrees to cooperate with unit audits of this system by representatives of the AAA9 and agrees to accept the responsibility for reconciling any significant unit audit discrepancies in a timely manner determined by and to the satisfaction of the AAA9 and the ODA.
- C. Except as otherwise provided in this Agreement, the Provider agrees to assure client confidentiality and privacy, including using policy, process, handling, storage and electronic data-handling (such as computerized) systems that allow no client-specific information obtained from an individual in conjunction with the service(s) funded by this Agreement to be disclosed, made available or be observable to any unauthorized party without the informed written consent of the individual and/or the due processes of law. Such confidentiality and privacy practices shall comply with current requirements for State and federal programs, including but not limited to federal HIPAA standards and requirements as may be required.
- D. The provider is prohibited from using or disclosing any information concerning a consumer for any purpose directly associated with the provision of services, unless the provider has documentation of the consumer's consent to do so;
- E. The provider is prohibited from using or disclosing any information concerning a consumer for any purpose not directly associated with the provision of services, even if the consumer consents to doing so;
- F. The Provider agrees to store consumer records in a designated, locked storage space in accordance with Ohio Administrative Code.
- G. In accordance with ODA policy 218.00 and except as otherwise provided by State or federal law, rule or regulation, all records and documents relating to this Agreement shall be retained by the AAA9 and the Provider for at least three (3) years from the date of termination of this Agreement.
- H. In accordance with ODA policy 218.00, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the required three year retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.
- I. Client and fiscal records must be made available for audit or inspection upon request by the AAA9, the Ohio Department of Aging and/or the federal Administration on Aging. Legal Services records are subject to consideration of attorney-client privilege as provided under statute.
- J. The provider shall retain any records relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables until the latter of:
 - Three (3) years after the date the provider receives payment for the service;
 - The date on which ODA, the AAA, or a duly-authorized law enforcement official concludes monitoring the records and any findings are finally settled; or,
 - The date on which the auditor of the state of Ohio, the inspector general, or a duly-authorized law enforcement official concludes an audit of the records and any findings are finally settled.

IX. Financial and Service Performance Reporting and Auditing

- A. The Provider agrees to submit all required financial and service performance reports specified by the AAA9 in normal reporting schedules; failure to meet those schedules may result in penalties including, but not limited to, being changed from any advance to reimbursement payments, return of unearned funds, necessary delays in the issuance of payments due, and contract suspension or termination.
- B. The Provider agrees to have an annual financial audit conducted by an independent accounting firm and that the funding allocated under this contract will be included in said audit. A copy of the audit report is to be received by the AAA9 within ten (10) working days of final issuance and within 180 calendar days following the end of this contract period (i.e., by June 30). The deadline for receipt of such audit can only be extended with the prior approval of the AAA9. A copy of the audit report is to be sent to the AAA9, Attention: Controller.
- C. The Provider shall submit required federal OMB A-133 audit reports, if applicable. In general, all providers – as a total organization - that expend \$500,000 or more in a year in Federal funds from any and all federal sources added together are subject to the audit provisions of federal OMB Circular A-133. If the Provider is required to complete an A-133 audit by another funding source, a copy of said audit shall be submitted to the AAA9 within 10 calendar days of final issuance and no later than 180 calendar days from the end of the Provider's fiscal year. The audit receipt deadline can only be extended with the prior approval of the AAA9. A copy of the audit report is to be sent to the AAA9, Attention: Controller.
- D. Any audit findings (i.e., material weaknesses, reportable conditions, etc.) are subject to timely corrective actions by the Provider, with such appropriate timeliness to be determined by the AAA9 Executive Director and subject to immediate termination of this contract for failure to cure such finding in that period.

- E. The Provider accepts that periodically the AAA9 may hire or employ an auditor to review the Provider's financial and service performance records pertaining to AAA9 funds and contracted services in order to verify audited statements, identify any irregularities in accounting or grantsmanship that may affect the AAA9 funds, gauge Provider soundness to meet the terms of this Agreement and assure the proper delivery and record-keeping for the services billed to AAA9 funds. The Provider further agrees to cooperate fully with any such reviews initiated by the AAA9.
- F. The Provider agrees to comply with any monetary findings and/or programmatic and accounting recommendations made either through monitoring activities or audits.
- G. The Provider agrees that for areas of structural non-compliance identified in AAA9 performance reviews or other monitoring activities, the AAA9 can impose suspension of payment or other appropriate sanction until measures are taken by Provider that correct the existing area of non-compliance.
- H. Any Provider that does not meet the requirements of this section will be subject to the following at the discretion of the AAA9 Executive Director:
 - (1) For the current contract period, suspension of any subsequent payments or reimbursements until receipt of audit or report(s) or plan of correction acceptable to the AAA9 or completion of a structural compliance correction if non-compliant for more than 90 days or other period as notified by AAA9; and/or,
 - (2) For the next contract period, denial of contracting, contract suspension or all payments being withheld until receipt of audit or report or plan of correction acceptable to the AAA9 or completion of a structural compliance correction if non-compliant for more than 90 days or other period as notified by AAA9 in the prior period; and/or,
 - (3) For conditions endangering AAA9 credibility, AAA9 funds or clients supported with AAA9 funds, immediate contract termination.

X. Subcontracts

- A. The AAA9 reserves the authority and privilege to accept or reject any and all subcontracts.
- B. The Provider agrees to submit to the AAA9 copies of any proposed subcontracts to be entered into during the term of this Agreement for delivery of services under this Agreement. Such subcontracts will be subject to the written approval of the AAA9. Advance discussion between the AAA9 and the Provider regarding potential subcontracting is highly recommended.

XI. Equipment

- A. Federal Financial Participation rules referenced in B. below do not apply to performance-based purchase-of service agreements.
- B. The Provider agrees that any equipment purchased under an allowable cost contract, amendment or addendum with the AAA9, where federal funds are used directly to pay a portion of the cost thereof, shall comply with Federal Regulations, Title 45, Part 74, Subpart O et al, relative to title, acquisition and disposition of property and the rules under federal Office of Budget & Management (OMB) Circulars A-102 and A-122 et al. The rules of Federal Financial Participation (FFP) may require recovery of some portion of the value of such equipment by the AAA9 if the Provider disposes of equipment before the end of its federally-recognized "useful life", such as in "Estimated Useful Lives of Hospital Assets" published by the American Hospital Association.

(1) For reference, Circular A-122, 15.a., in effect at 9-17-01, states "(1) 'Equipment' means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or (b) \$5,000. The unamortized portion of any equipment written off as a result of a change in capitalization levels may be recovered by continuing to claim the otherwise allowable use allowances or depreciation on the equipment, or by amortizing the amount to be written off over a period of years as negotiated with the Federal cognizant agency. (2) 'Acquisition cost' means the net invoice unit price of an item of equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation shall be included in or excluded from acquisition cost in accordance with the organization's regular written accounting practices".

XII. Control Policies

- A. The AAA9 will make every effort to conduct only reasonable and necessary amounts and types of monitoring and auditing activity in order to minimize distractions, costs and loss of productivity by both the AAA9 and the Provider.
- B. The Provider understands that it will be monitored periodically by a representative(s) from the AAA9 and/or the Ohio Department of Aging and/or the federal or State government. The monitoring will determine whether the Provider's activities and obligations are being carried out as specified by this Agreement and by other State and federal laws, rules and regulations. Monitoring activities may include, but are not limited to, on-site observation, interviews of staff, review of the related Provider accounts, documents and records, unit of service verification or auditing and the utilization of special tests, assessment devices and rating scales. The AAA9 reserves the right to make final determination of the monitoring methods and activities to be used and the information to be reviewed and collected.
- C. The AAA9 shall at all times, with or without advance notice, have the right to visit, inspect and observe activities, sites, products and procedures of the Provider for the purpose of determining compliance with this Agreement's terms, Application Assurances, Conditions of Participation, Service Specifications and all applicable laws and regulations of any kind. The AAA9 shall at any reasonable time have the right to access and audit any and all books, documents, plans and records, financial or otherwise, pertinent to the delivery of contracted services and provisions of this Agreement.
- D. Adequate measures will be taken by the AAA9 to ensure that records of a confidential nature will not be compromised. It shall be the responsibility of the Provider to obtain written releases of information from each program participant for any personal information found in the records, data, files, etc., maintained by the Provider. The release shall permit authorized AAA9, Ohio Department of Aging or other State or federal representatives to examine said personal information for evaluation and monitoring purposes. Such confidentiality and privacy practices shall comply with current requirements for State and federal programs, including but not limited to federal HIPAA standards and requirements as may be required.
- E. The AAA9 specifically reserves the privilege to attend meetings of the Provider Board or other governing body and to have direct communication with appropriate governing body officers and members regarding performance under this Agreement.

XIII. Applicable Federal, State and Local Laws Regulations and Established Guidelines

- A. The Provider shall conform to the requirements of all applicable federal, State and local laws, rules, regulations and established guidelines, which are incorporated by reference herein, including, but not limited to:
 - (1) Older Americans Act of 1965, as amended;
 - (2) Civil Rights Act of 1964, as amended;
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended;
 - (4) Age Discrimination Act of 1975, as amended;
 - (5) Federal Labor Standards Act of 1938, as amended;
 - (6) Age Discrimination in Employment Act of 1967, as amended;
 - (7) Americans with Disabilities Act of 1990 (aka "ADA");
 - (8) Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA");
 - (9) Drug Free Work Place Act of 1988;
 - (10) Ohio Administrative Code 173:3:1-13 (Criminal Background Checks); and
 - (11) State and local health, fire, safety, zoning, licensing and sanitation codes, rules or regulations.

- a. The Provider shall submit copies of all related current licenses for facilities or operations (such as food service licenses) to the AAA9 before performing services under this Agreement and within ten (10) working days of receiving renewal of any related license during the course of the Agreement.
 - b. The Provider shall submit assurances of current professional licensure or paraprofessional certification for staff providing services requiring such achievement and give the AAA9 access upon request to related documentation for monitoring purposes.
 - B. The Provider shall require any subcontractors to conform to the foregoing requirements in all subcontracts for work under this Agreement.
 - C. The Provider understands any amendments to laws, rules, or regulations cited in this Agreement will result in a correlative modification to the provider agreement without the necessity of executing a written amendment.
- XIV. Specific Affirmative Action, Equal Employment Opportunities, Section 504 Handicapped Accessibility Requirements, and Americans with Disabilities Act Requirements**
- A. The following posters and notices will be prominently displayed at Provider's main office:
 - (1) EEO policy statement
 - (2) EEO posters
 - (3) Job vacancies
 - (4) Training sessions available
 - (5) Discrimination complaint procedures
 - B. The Provider shall furnish the AAA9 with the latest annual update of its Affirmative Action Plan within 90 days after signing this Agreement.
 - C. The Provider shall furnish the AAA9 with the latest Section 504 Accessibility or similar survey within 90 days after signing this Agreement.
 - D. The Provider shall be compliant with all related requirements of the Americans with Disabilities Act (ADA).
 - E. The provider shall be compliant with the Equal Employment Opportunities required under Appendix A to 45 C.F.R 74 (October 1, 2013 edition) or 45 C.F. R. 92.36 (i).
- XV. Insurance**
- A. To help protect the commitments being made under this Agreement, the Provider shall secure and maintain at least the following minimum amounts of insurance:
 - (1) General liability insurance, including, but not limited to, contractual liability, products liability and personal injury liability insurance, with combined limits for bodily injury and/or death and property damage in the amount of not less than \$500,000 per occurrence/\$1,000,000 in aggregate.
 - (2) Automobile liability insurance with limits of at least \$500,000 on a combined single limit basis, for bodily injury and property damage, for all owned, leased, hired, borrowed and non-owned vehicles. If the Provider does not own an automobile, then Non-Owned & Hired Automobile Liability Insurance must be purchased under the General Liability Policy.
 - (3) Workers Compensation Insurance.
 - (4) Employee bond coverage, appropriate to the type of service(s) provided.
 - B. The insurance required under this Agreement shall extend to all Provider subcontractors and shall cover the acts and/or omissions of employees, subcontractors, and agents of and volunteers working for the Provider or any subcontractors. Responsibility for assuring such insurance coverage is the sole responsibility of the Provider.
 - C. The Provider shall have at least the insurance described above in full force and effect prior to and during the entire course of the provision of services under this Agreement. Insurance meeting the requirements of this section shall be maintained throughout the term of this Agreement, whether or not AAA9 funds have been advanced, fully earned or otherwise exhausted.
 - D. Liability insurance required under this Agreement (except medical professional liability) shall name the AAA9 as an additional insured and shall contain a provision that requires at least a 30-day written notice to the AAA9 prior to any cancellation or termination. Provider shall deposit a Certificate of Insurance and a certificate evidencing Workers' Compensation coverage with the AAA9 prior to the provision of services under this Agreement. If renewal of such insurance occurs during the term of this Agreement, copies of the renewal Certificate of Insurance and/or Certificate evidencing Workers' Compensation coverage shall be delivered to the AAA9 within ten (10) working days of said renewal.
- XVI. Indemnification**
- The Provider shall defend, indemnify and hold the AAA9 and the Ohio Department of Aging, their employees, agents, directors and officers harmless from any and all claims, demands, damages, suits, judgments, awards, costs, and expenses (including, but not limited to, attorneys' fees), arising from, resulting from or attributable to the performance or nonperformance of the obligations under this Agreement by the Provider, its employees, agents, subcontractors and/or volunteers, acting alone or with others, excepting only those matters or occurrences caused solely by the negligence of the AAA9 or the ODA, its employees or authorized agents.
- XVII. Modification**
- This Agreement may be modified only by a written document signed by authorized representatives of both parties, including the AAA9 Executive Director, except as otherwise provided in this Agreement.
- XVIII. Breach**
- Except as otherwise provided in this Agreement, if, in the opinion of the AAA9, the Provider has materially failed to meet or comply with any of the terms of this Agreement, including but not limited to:
- A. terms contained in this Agreement, Application Assurances or other related documents, or
 - B. terms requiring the Provider to provide the AAA9 with documents, records, reports or certificates, or
 - C. correcting audit findings from financial or unit audits done either pursuant to or affecting performance under this Agreement or prior Agreements between the parties, or
 - D. complying with quality assurance standards or structural compliance requirements in providing services hereunder, including but not limited to access to records or observation of service delivery, or
 - E. providing the expected quantity of service or quantity of other funds listed on the current Budget Summary exhibit; then, the AAA9 shall deliver to the Provider a written notice detailing the nature of the failure or of the noncompliance, as the case may be. If Provider has not taken corrective action or produced a plan of correction satisfactory to the AAA9 Executive Director, at the AAA9's sole discretion, within ten (10) working days of receipt by the Provider of the written notice thereof, the AAA9, at its sole option, and notwithstanding anything herein to the contrary, may impose any or all of the following sanctions:
 - (1) withholding of further payment of funds to the Provider;
 - (2) suspend this Agreement, thereby incurring no obligation of payment to the Provider for the duration of the suspension; and/or,
 - (3) immediate termination of this Agreement, which may include but not limited to provisions under "Termination of Contract" otherwise herein.
- XIX. Termination of Contract**
- A. Except as otherwise provided herein, either party may at any time during the term of this Agreement, with or without cause or having to show a breach, terminate this Agreement by giving the other party sixty (60) days notice in writing of its intention to do so.
 - B. In the event of termination, the AAA9 reserves the right and privilege to re-direct any AAA9-controlled funds from the affected provider to another source of service for established clients, including but not limited to the AAA9 Care Coordination program.

- C. In the event of termination, the provider agrees to immediately and confidentially provide the AAA9 with a list of client and caregiver names, addresses, and telephone numbers of all persons served within the 90 days preceding the notice of termination by the affected service(s); the Provider also agrees to assist with notification to such clients and caregivers of pending contact from the AAA9 regarding the possibility for continuation of assistance from another source or method.
- D. The AAA9 may terminate the agreement without obligation if ODA determines, through the appeals process or through monitoring, that the provider agreement was entered into inappropriately.
- E. Any amendments to laws, rules, or regulations cited in the provider agreement will result in a correlative modification to the provider agreement without the necessity of executing a written amendment;

XX. Appeals

The AAA shall honor all written request for appeal hearings that are submitted by providers against whom an AAA has taken an adverse action. The appeal process will be followed according to 173-3-09 of the Ohio Administrative Code.

XXI. Assignability

- A. The AAA9 and the Provider each bind themselves, their successors and assigns to this Agreement.
- B. Neither the AAA9 nor the Provider has the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without prior written consent of the other party
- C. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either the AAA9 or the Provider.

XXII. Public Recognition of Program Availability and AAA9 Support

Provider agrees to provide their own and assist the AAA9 with necessary program outreach, public relations and community relations activities to achieve recognition of service & program availability. As part of that effort, the Provider will give public recognition of AAA9 support by referencing the AAA9 in all Provider publicity and facilities, wherever prudent and appropriate (such as brochures, reports, news releases, property, vehicles, nutrition sites and senior centers). For printed literature (such as stationary, newsletters, annual reports, brochures, flyers, posters, etc.) either the AAA9 logo or the following or similar statement shall be included:

“Funded in part by the Older Americans Act
through the Area Agency on Aging Region 9, Inc.
and the Ohio Department of Aging”

XXIII. Executive Order 2011-12K Banning the Expenditure of Public Funds on Offshore Services

Provider agrees to abide by the Executive Order 2011-12K. The Executive Order prohibits the use of any funds within the control of an executive agency to purchase services which will be provided outside of the United States. The provider acknowledges that for purposes of the Executive Order, the provider shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

XXIV: HIPAA

The Provider acknowledges that requirements of the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) are in effect during this contract period and that the Provider is ultimately responsible for any and all conformance that may relate to performance under this Agreement, including but not limited to patient rights and the collection, handling, storage, communication and transmission of personal information about individuals. The following applies to this agreement:

ODA’s Designee will make available and/or transfer confidential, personally identifiable health information to the Provider in conjunction with the provider’s provision of those services identified in Section B of this Agreement. In receipt of this information, the Provider recognizes that it is a Business Associate of ODA’s Designee for purposes of the federal Health Insurance Portability and Accountability Act, 42 USC §§ 1320 – 1320d-8 (“HIPAA”), as amended by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“HITECH”).

As a Business Associate of ODA’s Designee, the Provider may use or disclose any personally identifiable health information it receives from ODA’s Designee only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] and the security regulations [45 CFR §§ 164.308; 164.314] promulgated pursuant to HIPAA, the terms of this Agreement, or more stringent provisions of the law of the State of Ohio which may be applicable.

Further, Provider agrees as follows:

- A. **Definitions.** Unless otherwise defined in this Agreement, including the definitions stated in the Recitals, which are incorporated into this Section A by reference, capitalized terms have the meanings ascribed to them under HIPAA for purpose of this Agreement:
 - 1. “Designated Record Set” or “DRS” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
 - 2. “Individual” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
 - 3. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - 4. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in HIPAA and shall include ePHI. Specific references to “ePHI” shall be deemed to refer only to PHI in electronic form. All references to PHI or ePHI shall refer only to PHI or ePHI of ODA’s Designee disclosed to, accessed, used, held, or created by the Provider unless specifically stated otherwise.
 - 5. “Required by Law” shall have the meaning ascribed to this term in 45 CFR Section 164.103.
 - 6. “Secretary” shall have the meaning ascribed to this term in 45 CFR Section 160.103.
- B. **Obligations of the Provider as to PHI.** With regard to the use and/or disclosure of PHI by the Provider, the Provider agrees as follows:

The PHI and any related information created or received from or on behalf of ODA’s Designee is and shall remain the property of the State of Ohio. The Provider agrees that it acquires no title in or rights to the information, including de-identified information. As between the Provider and ODA’s Designee, all PHI shall be and remain the sole property of ODA’s Designee, including any and all forms thereof developed by the Provider in the course of its fulfillment of its obligations pursuant to this Agreement;

not to use or further disclose PHI other than as permitted or required by the this Agreement, or as Required by Law and to otherwise comply with the provisions of HIPAA applicable to the Provider;

to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of ODA’s Designee. The Provider covenants that such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA, conducting a security risk assessment, and training the Provider employees who will have access to PHI with respect to the policies and procedures required by HIPAA. The Provider shall provide ODA’s Designee with a copy of its written information security program upon request. Upon reasonable notice and during normal business hours, ODA’s Designee shall have the right to audit the Provider’s compliance with its security program and the terms of this Agreement. The Provider shall cooperate in such audits and shall provide copies of any documents reasonably requested by ODA’s Designee at no charge;

as soon as practicable, but no later than twenty-four (24) hours after it is known to the Provider, or, by exercising reasonable diligence would have been known to the Provider, to notify ODA’s Designee of any event involving the creation, access, use, or disclosure of PHI in violation of HIPAA or this Agreement (“Breach Event”). The Provider shall be deemed to have knowledge of a Breach Event if such Breach Event is known, or by exercising reasonable diligence would have been known, to any person, other than a person involved in the Breach Event, who is a workforce member, subcontractor, or agent of the Provider (determined in accordance with the federal common law of agency). Within ten (10) days after initially notifying

- ODA's Designee, the Provider shall provide to ODA's Designee a written report of the Breach Event. The written report of the event shall include the following: (i) the nature of the non-permitted or violating creation, access, use, or disclosure; (ii) the PHI created, accessed, used, or disclosed; (iii) who accessed the PHI; (iv) what corrective action the Provider took or will take to prevent further non-permitted or violating creation, accesses, uses, or disclosures; and (v) what the Provider did or will do to mitigate harm to residents and to protect against any further improper uses and disclosures. The Provider shall fully cooperate with ODA's Designee in its investigation of any event. The Provider shall notify its workforce and any agents or subcontractors with access to PHI of the Provider's obligation to immediately notify ODA's Designee of such an event;
- in the event of a Breach Event, at its sole expense and to the fullest extent practicable, to mitigate any harmful effect of such Breach Event that is known to the Provider. The Provider shall coordinate mitigation efforts with ODA's Designee;
- to obtain and maintain an agreement with each director, officer, subcontractor, employee, affiliate, agent, and representative that has or will have access to PHI, which is received from, or created or received by, the Provider on behalf of ODA's Designee, pursuant to which agreement such director, officer, subcontractor, employee, affiliate, agent, and representative agrees to be bound by the same restrictions, terms, and conditions that apply to the Provider pursuant to this Agreement with respect to such PHI. The Provider shall also (i) obtain reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed and (ii) obligate such person to notify the Provider of any instances of which it is aware in which the confidentiality of the Protected Health Information has been compromised;
- in order to allow ODA's Designee to respond to a request by an Individual for access pursuant to 45 CFR Section 164.524, within five (5) business days of a written request by ODA's Designee for access to PHI about an Individual contained in a Designated Record Set, to make available to ODA's Designee such PHI for so long as such information is maintained in the Designated Record Set. In the event any Individual requests access to PHI directly from the Provider, the Provider shall forward such request to ODA's Designee within two (2) business days. Before forwarding any PHI to ODA's Designee, the Provider shall indicate in the Designated Record Set any material it deems unavailable to the Individual pursuant to 45 CFR Section 164.524. Any denial of access to PHI determined by ODA's Designee pursuant to 45 CFR Section 164.524, and conveyed to the Provider by ODA's Designee, shall be the responsibility of ODA's Designee, including resolution or reporting of all appeals and/or complaints arising from denials. The Provider shall support ODA's Designee in a manner that enables ODA's Designee to meet its obligations under 45 CFR Section 164.524;
- in order to allow ODA's Designee to respond to a request by an Individual for an amendment pursuant to 45 CFR Section 164.526, within five (5) business days of a written request by ODA's Designee for an amendment to PHI about an Individual contained in a Designated Record Set, to make available to ODA's Designee such PHI for so long as such information is maintained in the Designated Record Set. In the event any Individual requests amendment of PHI directly from the Provider, the Provider shall forward such request to ODA's Designee within two (2) business days. Before forwarding any PHI to ODA's Designee, the Provider shall indicate in the Designated Record Set, any material it deems unavailable to the Individual pursuant to 45 CFR Section 164.526. Any denial of amendment to PHI determined by ODA's Designee pursuant to 45 CFR Section 164.526, and conveyed to the Provider by ODA's Designee, shall be the responsibility of ODA's Designee, including resolution or reporting of all appeals and/or complaints arising from denials. The Provider shall support ODA's Designee in a manner that enables ODA's Designee to meet its obligations under 45 CFR Section 164.524. Within ten (10) business days of receipt of a request from ODA's Designee to amend an Individual's PHI in the Designated Record Set, the Provider shall incorporate any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 CFR Section 164.526;
- to permit ODA's Designee and Secretary and other regulatory and accreditation authorities to audit the Provider's internal practices, books and records at reasonable times as they pertain to the use and disclosure of PHI received from, or created or received by the Provider on behalf of, ODA's Designee in order to ensure that ODA's Designee and the Provider are in compliance with HIPAA;
- to track all disclosures of PHI to third parties, including those made to the Provider's directors, officers, subcontractors, employees, affiliates, agents, and representatives, other than those disclosures that meet the exception criteria of 45 CFR Section 164.528. The Provider agrees to document such disclosures of PHI and information related to such disclosures as would be required for the ODA's Designee to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The parties acknowledge that for disclosures made through an Electronic Health Record, as defined pursuant to the HITECH Act, the Provider's accounting obligations may include disclosures by the Provider for purposes of Treatment, Payment and Health Care Operations ("TPO Accounting"). When final regulations or other applicable final Guidance as to such a requirement are published, the parties shall meet and confer about an appropriate amendment to this Agreement to reflect the Provider's obligations for a TPO Accounting and/or otherwise under such final regulations or Guidance. To the extent the parties are unable to agree on an appropriate amendment, they shall proceed under the provisions of Section H of this Article, with ODA's Designee providing the Amendment Notice;
- The Provider understands that ODA's Designee is subject to state and federal laws governing the confidentiality of the information. The Provider agrees to abide by all such laws, whether or not fully articulated herein, and to keep the information in the same manner and subject to the same standards as is required by ODA's Designee.
- to disclose to its subcontractors, agents, or other third parties, and request from the ODA's Designee, only the minimum PHI necessary to perform or fulfill a specific function required or permitted under this Agreement; and
- to provide adequate training to its employees and subcontractors to ensure compliance with this Article.

C. Permitted Uses and Disclosures of PHI by the Provider.

- The Provider warrants that the Provider, its directors, officers, subcontractors, employees, affiliates, agents, and representatives: (i) shall use or disclose PHI only in connection with fulfilling its duties and obligations under this Agreement and the Service Agreement; (ii) shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or required by law; and (iii) shall not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by ODA's Designee.
- Subject to the restrictions set forth in the previous paragraph and throughout this Agreement, the Provider may use the PHI received from ODA's Designee if necessary for (i) the proper management and administration of The Provider; or (ii) to carry out the legal responsibilities of The Provider.

D. Obligations of ODA's Designee. With regard to the use and/or disclosure of PHI by the Provider, ODA's Designee agrees as follows:

- that ODA's Designee, its directors, officers, subcontractors, employees, affiliates, agents, and representatives: (i) shall comply with the Privacy Rule in its use or disclosure of PHI; (ii) shall not use or disclose PHI in any manner that violates applicable federal and state laws; (iii) shall not request the Provider to use or disclose PHI in any manner that violates applicable federal and state laws if such use or disclosure were done by ODA's Designee; and (iv) may request the Provider to disclose PHI directly to another party only for the purposes allowed by the Privacy Rule;
- to inform the Provider of any changes in the form of notice of privacy practices (the "Notice") that the ODA's Designee provides to individuals, and provide the Provider a copy of the Notice currently in use;

- to inform the Provider of any changes in, or withdrawal of, the consent or authorization provided to the ODA's Designee by individuals with respect to the individual's PHI; and
- to notify the Provider in writing of any arrangements permitted or required of the ODA's Designee, including, but not limited to, restrictions on use and/or disclosure of PHI agreed to by the ODA's Designee that may impact the use and/or disclosure of PHI by the Provider under this Agreement.

- E. **Indemnification and Insurance.** The Provider shall indemnify, defend and hold harmless ODA and ODA's Designee and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all liabilities, costs, claims, suits, actions, proceedings, demands and losses (including court costs and reasonable attorneys' fees), expert witness fees, and costs of breach notification, investigation, credit protection, call center fees, and any civil monetary penalties or other fines imposed by HHS or any State Attorney General arising from or relating to the acts or omissions of The Provider or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Provider's performance under this Agreement or otherwise arising from or related to the Provider's violation of HIPAA, without regard to any limitation or exclusion of damages provision otherwise set forth in this Agreement.
- F. **Injunctive Relief.** Notwithstanding any rights or remedies under this Agreement or provided by law, ODA and ODA's Designee retain all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Provider, any of its subcontractors or agents, or any third party who has received PHI from Provider.
- G. **Ambiguities, Strict Performance and Priorities.** Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and the regulations promulgated thereunder. Any conflicts in the security and privacy terms and conditions of this Agreement shall be interpreted to favor of the terms and conditions that promote greater degree of security and privacy. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties. This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions. If at any time either party fails to demand strict performance by the other party of any of the terms of this Agreement, such failure will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

Notice Requirements

Any notice required to be given under this Agreement to one of the parties to this Agreement shall either be hand delivered or sent by first class United States mail, postage prepaid, and addressed as follows:

- A. If to ODA's Designee: Area Agency on Aging Region 9, Inc.
60788 Southgate Road
Byesville, Ohio 43723
Attn: James Endly, Executive Director
- B. If to the Provider: Belmont County Commissioners
Db a Senior Services of Belmont County
45240 National Road
St. Clairsville, Ohio 43950
Attn: Program Manager

Legal Name of Provider:

Belmont County Commissioners dba Senior Services of Belmont County

Mark A. Thomas /s/

12-29-15

Signature of Authorized Representative of the Provider

Date

Mark A. Thomas, President

Printed Name and Title of Authorized Representative of the Provider

Legal Name of the Agency:

Area Agency on Aging Region 9, Inc.

James A. Endly /s/

12-18-15

Signature of Authorized Representative of the Agency

Date

James A. Endly, Executive Director/CEO

Printed Name and Title of Authorized Representative of the Agency

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM MCGHEE OFFICE SUPPLY/HR DEPARTMENT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 0009401 from McGhee Office Supply in the amount of \$3,961.10 for the purchase of furnishings and accessories for the Belmont County Commissioners' Human Resource Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FOR VIDEO DOOR ENTRY SYSTEM AND MAGLOCK/OAKVIEW

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the price quotation dated November 30, 2015, in the amount of \$1,865.00 for all labor and materials necessary to install and program one (1) AIPHONE JKS-1AED video door entry system and one (1) 1200# MagLock for the Oakview Administration Building.

Upon roll call the vote was as follows:

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

Open Public Forum-Richard Hord inquired as to the more significant accomplishments for Belmont County in 2015. Mrs. Favede stated we are continuing to see economic development in the county. It is due to a lot of hard work and we are committed to the growth and have put a lot of time and effort into it. Also the groundbreaking of the new Senior Services building was a significant accomplishment. For over 20 years

December 29, 2015

the building had been planned. Mr. Coffland said his list from when he came into office eight years ago is complete. The paving of 100 miles of roads was done this year. Progress has been made towards bringing the proposed cracker plant to Belmont County. "Belmont County is on the radar. Belmont County is the heartbeat of the state of Ohio," said Mr. Coffland. Richard Hord then inquired about the disappointments for 2015. Mrs. Favede said one disappointment was the reduction of the local government funds issued by the state, but we had no control over that.

Frank Papini questioned if the Mall Connector Road was complete. Mr. Coffland said the first phase that was built locally through the TID is complete. The state will now take the project over and bid the job out. Mrs. Favede stated that as far as funding is concerned, the project is done, now the state will bid and fund the remainder. Mr. Coffland said we were fortunate to have 2 projects funded, Mall Road and SR 331 (Interchange). He said that traffic has doubled and more on all roads in Belmont County.

Reconvened Thursday, December 31, 2015 at 10:15 a.m.

Present: Commissioners Thomas and Coffland. Absent: Commissioner Favede.

Commissioner Thomas stated he was unable to attend the December 29, 2015 meeting and that Commissioner Favede is not able to attend today's meeting.

**IN THE MATTER OF A TEMPORARY PAY INCREASE
FOR YVONNE SUE BELL AND DAN WALLS, PART-TIME
CLASS III OPERATORS OF RECORD/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve a temporary pay increase from \$30.00 per hour to \$40.00 per hour for Yvonne Sue Bell and Dan Walls, part-time Class III Operators of Record for the Belmont County Sanitary Sewer District, effective immediately and continuing until such time as a qualified full-time Class III Operator of Record is hired.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING
COMPENSATION AGREEMENT/TAX INCREMENT FINANCING (TIF) AREA**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution authorizing the compensation agreement with the St. Clairsville Richland City School District and the Belmont Harrison Career Center regarding the Tax Increment Financing (TIF) Area.

ENTERED IN COMMISSIONERS' JOURNAL

NO. 97, PAGE NO. _____

The Board of County Commissioners of the County of Belmont, Ohio, met in special session at 9:30 o'clock a.m., on December 31, 2015, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mark A. Thomas Matt Coffland _____

Absent: Ginny Favede _____

The Clerk advised the Board that the notice requirements of Section 121.22, Ohio Revised Code, were complied with for the meeting.

Mr. Thomas moved the adoption of the following resolution:

A RESOLUTION AUTHORIZING THE COMPENSATION AGREEMENT WITH THE ST. CLAIRSVILLE - RICHLAND CITY SCHOOL DISTRICT AND THE BELMONT-HARRISON CAREER CENTER REGARDING THE TAX INCREMENT FINANCING (TIF) AREA WHEREAS, Ohio Revised Code ("R.C.") Sections 5709.77 et seq. (the "TIF Statutes") authorize municipal corporations to grant tax exemptions for improvements to real property in connection with tax increment financing arrangements entered into pursuant to the TIF Statutes; and

WHEREAS, to encourage the development of properties within an area of the County described in Exhibit A attached hereto (the "TIF Area"), the County is considering implementing a tax increment financing arrangement (the "TIF") and granting of one or more such property tax exemptions pursuant to the TIF Statutes for improvements to parcels located in the TIF Area, with each such exemption to be in an amount not to exceed one hundred percent (100%) of the increase in assessed value of each parcel of real property subject to that exemption and for a period not to exceed thirty (30) years for each parcel of real property subject to that exemption (each, a "TIF Exemption"), all in connection with the development of the real property located in the TIF Area; and

WHEREAS, the TIF Area is within the boundaries of the St. Clairsville - Richland City School District (the "City School District") and the Belmont - Harrison Career Center (the "Career Center" and together with the City School District, the "School Districts") and

WHEREAS, the TIF Statutes, and other provisions of the R.C, require notice to and the consent of the board of education (the "Board of Education") of the each of the School Districts in certain circumstances as conditions to the County's ability to create the TIF and grant TIF Exemptions; and

WHEREAS, the County has proposed that the Boards of Education of the School Districts enter into a Compensation Agreement (the "Compensation Agreement") whereby the School Districts would be compensated for the property taxes abated pursuant to the TIF and the TIF Exemptions in exchange for the waiver of the notices to and the consent of each Board of Education required by the TIF Statutes; and

WHEREAS, the terms of the Compensation Agreement have been negotiated and this Board of County Commissioners desires to authorize the execution and delivery of the Compensation Agreement by the County;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio (hereinafter called the "County"), that:

SECTION 1. At least two members of this Board of County Commissioners, the County Auditor and the County Treasurer are each individually authorized, on behalf of the County and in their official capacities, to execute and deliver a Compensation Agreement with the City School District and the Career Center in substantially the form now on file with the Clerk of this Board of County Commissioners, which this Board of County Commissioners finds and determines is in the best interests of the County and its citizens and taxpayers. The Compensation Agreement is hereby approved with such changes that are not materially inconsistent with this resolution and not substantially adverse to the County and that are permitted by law and shall be approved by said official or officials. The approval of such changes, and that such changes are not materially inconsistent with this resolution and not substantially adverse to County, shall be conclusively evidenced by the signing of the Compensation Agreement by such official or officials. The members of this Board of County Commissioners, the County Auditor, the County Treasurer, and other appropriate officials of the County, are also each individually authorized and directed to execute and deliver any other agreements and to take all other actions and do all other things necessary and consistent with this resolution in order to accomplish the purposes of this resolution.

SECTION 2. It is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including R.C. Section 121.22.

SECTION 3. This resolution shall take effect at the earliest time permitted by law.

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

AYES: Mr. Thomas Mr. Coffland _____

NAYS: _____

ADOPTED, this 31st day of December, 2015.

Jayne Long /s/ _____

Clerk
Board of County Commissioners
County of Belmont, Ohio

COMPENSATION AGREEMENT

This Compensation Agreement (this "Agreement") is made and entered into as of December 31, 2015, by and among (i) the County of Belmont, Ohio, a county and political subdivision organized and existing under the constitution and the laws of the State of Ohio (the "County"), and acting through its board of county commissioners (the "County Commissioners"), county auditor (the "County Auditor") and county treasurer (the "County Treasurer"), (ii) the board of education of the St. Clairsville - Richland City School District, a public school district organized and existing under the constitution and laws of the State of Ohio (the "City School District"), and (iii) the board of education of the Belmont - Harrison Career Center, a joint vocational school district organized and existing under the constitution and laws of the State of Ohio (the "Career Center"), under the following circumstances (the foregoing entities and office holders are collectively referred to herein as the "Parties"):

A. It has been and is in the best interests of the County, the City School District and the Career Center to designate certain areas common to their jurisdictional areas for commercial, industrial and other business development from time to time.

B. The County Commissioners have proposed to enter into a tax increment financing arrangement ("TIF") by adopting a resolution (the "TIF Resolution") pursuant to Ohio Revised Code ("R.C.") Sections 5709.77 through 5709.80, inclusive (the "TIF Statutes"), and particularly, Section 5709.78(A) thereof, under which the County would abate real property taxes on 100% of the increase in the value of each separate parcel in the area of the County described in Exhibit A hereto (the "TIF Area") subsequent to the effective date of the TIF Resolution, and require the owner of each such parcels to make payments in lieu of taxes to the County in an amount equal to the taxes so abated for a maximum period of thirty (30) year period.

C. In order to facilitate the development of the TIF Area, the County anticipates that it will issue bonds and/or bond anticipation notes to pay a portion of the cost of the Public Infrastructure (as defined in the TIF Resolution) which will produce net proceeds to the County of not more than \$4,000,000 (net of costs of issuance and capitalized interest) and with a final principal amount payable not later than December 31, 2036 (defined herein as the "County Debt") and intends to use the Service Payments and the Property Tax Rollback Payments (both as defined in the TIF Resolution) to provide for the payment of and/or reimburse the County for debt service on the County Debt.

D. The TIF Area is within the territorial boundaries of the City School District and the Career Center (together, the "School Districts" and individually, a "School District"), and therefore, Section 5709.78(C) of the TIF Statutes and R.C. Section 5709.83 require that notice be given to, and consent be obtained from, the School Districts prior to implementing the TIF as proposed, and that the Career Center be compensated at the same rate and under the same terms received by the City School District.

E. To obtain such consent and implement such compensation, the County has requested that the City School District and the Career Center approve the TIF Resolution and the property tax abatements authorized by the TIF Resolution (the "TIF Exemptions"), and enter into this Agreement to compensate School Districts for tax revenues to be foregone because of the TIF and the TIF Exemptions.

F. The construction of the Public Infrastructure will promote the economic and commercial growth of the County and the School Districts, and such growth is expected to provide amounts to both pay the debt service on the City Debt and compensate the School Districts as described herein.

G. The City School District by its Resolution No. ____ adopted December 31, 2015, a true copy of which is attached hereto as Exhibit B (the "City School District Resolution"), the Career Center by its Resolution No. ____ adopted December 21, 2015, a true copy of which is attached hereto as Exhibit C (the "Career Center Resolution"), and the County by Resolution No. ____ of the County Commissioners adopted December 31, 2015, a true copy of which is attached hereto as Exhibit D, have approved and authorized the execution and delivery of this Agreement.

H. The County Auditor and County Treasurer are joining in this Agreement to establish their respective functions in implementing the agreements contained herein.

NOW, THEREFORE, in consideration of the premises and the representations and covenants contained herein, the Parties hereto agree to the foregoing premises and as follows:

Section 1. Approval of School Districts to the TIF. In consideration of the County's agreement to make the payments provided for in Section 2 of this Agreement, the City School District and the Career Center each hereby approves and consents to, and agrees it will not challenge, the TIF Resolution, the TIF or any TIF Exemption as, when and to the extent authorized and implemented by the County in the TIF Area.

Section 2. County's Debt Service Portion; Payments to School Districts. As required by the TIF Resolution, all TIF Receipts shall be deposited upon receipt by the County Treasurer into the TIF Fund (as defined in the TIF Resolution).

On each Determination Date, the County Auditor shall calculate the then Accumulated Deficit for each School District, the County's Debt Service Portion and the School Districts' Portion for the Collection Year then ending, as well as the amount of each School District Payment for such Collection Year. The County Auditor shall promptly advise the County Treasurer of the amount of each such School District Payment.

The County Treasurer shall make the following payments in the order and at the times indicated, but solely from, and only to the extent of, moneys in the TIF Fund at the time in question:

(a) First, in each Collection Year, on one or more dates determined by the County Treasurer in consultation with the County Auditor, an aggregate amount equal to the County's Debt Service Portion shall be deposited by the County Treasurer in the County's bond retirement fund for the County Debt; and

(b) Second, on each Payment Date, each School District Payment shall be paid to the respective School District in such manner as the County Treasurer, in consultation with such School District, shall determine.

The County Auditor shall submit annually to each School District, with the transmission of the School District Payment described above, a detailed accounting of the County Auditor's calculation of the related School District Payment. In the event a School District disputes the amount of a School District Payment, as submitted by the County Auditor, that School District shall certify, by the February 1 following the Payment Date in question, the basis for the dispute and the amount that the School District claims is the correct amount of School District Payment to be paid to the School District. Within 10 days thereafter, the County Auditor and the Treasurer of the respective School District (the "School District Treasurer") shall meet to discuss and resolve the dispute. In the event the County Auditor and the School District Treasurer are unable to mutually agree on the amount of School District Payment, the County Auditor shall, within 15 days thereafter, pay any additional amount that the County Auditor has, in good faith, determined is due under this Agreement; provided that nothing contained in this Section shall limit either the School District's ability, after payment and receipt of such School District Payment amount, to seek recovery of amounts deemed underpaid.

Notwithstanding any provision herein to the contrary, the total aggregate the School District Payments payable by the County to each School District during the term of this Agreement shall not exceed the total amount of property taxes which would have been payable to such School District absent the TIF or any related TIF Exemption.

The County covenants that the outstanding principal amount of the County Debt shall not exceed \$4 million.

As used in this Section:

"Accumulated Deficit" means, as of each Determination Date and for each School District, the difference between, (i) the aggregate amount of ad valorem tax revenue that such School District would have received with respect to the TIF Millage applied to parcels in the TIF Area from the commencement of this Agreement to such Determination Date absent the TIF or any related TIF Exemption, and (ii) the aggregate of all School District Payments received by such School District pursuant to clause (b) of this Section during the same period.

"Collection Year" means each calendar year, commencing with 2016.

"County Debt" means bonds and/or bond anticipation notes issued by the County which will produce net proceeds to the County of not more than \$4,000,000 (net of costs of issuance and capitalized interest) and have a final principal amount payable not later than December 31, 2036. "County Debt" shall include any bonds or notes issued by the County to refund any outstanding County bonds or notes previously included in the County Debt, so long as the final maturity thereof is not later than December 31, 2036.

"County Debt Service Amount" means the principal of and interest due on any County Debt for the Collection Year in question provided, however, in the event that the County Debt is in the form of bond anticipation notes, the principal amount shall not exceed the amount shown on Appendix 1 hereto under the column "Principal", and the interest amount shall be equal to the actual interest due on such bond anticipation notes, for the Collection Year in question.

"County's Debt Service Portion" means, for any Collection Year, the TIF Millage applied to Tax Valuation (both with respect to the immediately preceding Tax Year) but not more than the lesser of (i) the County Debt Service Amount for such Collection Year, or (ii) such amount as would reduce the balance in the TIF Fund to less than the sum of the Minimum School Districts' Portion plus an amount representing the application of any New School Millage.

"Determination Date" mean each December 31, commencing December 31, 2016.

"Minimum School Districts' Portion" means 15% of the TIF Receipts deposited into the TIF Fund for each Collection Year.

"New School Millage" means any property tax millage imposed by such School District which is not included in the TIF Millage.

"Payment Date" means the earliest practicable date for the County Treasurer to make the payments to the School Districts required by clause (b) of this Section, but in any case not later than the January 15 next following the end of each Collection Year.

"School District Payment" means, for each School District and for a particular Collection Year, the sum of:

(i) an amount of money equal to any New School Millage of such School District applied to such School District's tax valuation for such Collection Year; and

(ii) an amount that bears the same proportion to the School Districts' Portion as such School District's then Accumulated Deficit bears to the then Accumulated Deficit for both School Districts, as calculated by the County Auditor on each Determination Date and to be paid to such School District on a Payment Date pursuant to clause (b) of this Section.

"School Districts' Portion" means, for each Collection Year, the difference between the aggregate amount deposited into the TIF Fund and the County's Debt Service Portion, both for the Collection Year in question, but in no event less than

sum of the Minimum School Districts' Portion plus an amount representing the application of any New School Millage for such Collection Year.

"Tax Valuation" means, for any Tax Year, 35% of the true value of all property located in the TIF Area that is subject to ad valorem taxation for such Tax Year, as determined by the County Auditor, but in any case, the Tax Value shall not to exceed \$12,250,000 (being 35% of a maximum true value of \$35,000,000).

"Tax Year" means, for each Collection Year, the calendar year immediately preceding such Collection Year.

"TIF Millage" means the total effective property tax millage within the TIF Area for all property taxes in effect for Tax Year 2015, adjusted each subsequent Tax Year to the then effective millage of those taxes, plus the effective millage of any additional ad valorem tax millage levied by the State of Ohio or any political subdivision thereof, other than by the School Districts, after the date of this Agreement.

"TIF Receipts" means all Service Payments and Property Tax Rollback Payments, both as defined in the TIF Resolution, received by the County Treasurer for the Collection Year in question.

Section 3. No Other Application of the TIF Statutes and R.C. Section 5709.82. Each School District acknowledges and agrees that (i) this Agreement provides for the only compensation to be received by such School District from the County in connection with the TIF and the TIF Exemptions for real property located within the TIF Area, (ii) such compensation is full and complete compensation owed by the County to such School District for the taxes which would have been payable to the School District absent the TIF or any related TIF Exemption, and (iii) the compensation provided for herein is in lieu of any other compensation that may be provided for in the TIF Statutes and R.C. Section and 5709.82 as presently or hereafter enacted or any other law hereafter enacted that would otherwise require compensation payments to such School District. In addition, the Career Center acknowledges and agrees that the compensation it is to receive pursuant to this Agreement is at the same rate and under the same terms as the compensation received by the City School District within the meaning of Section 5709.78(C) of the TIF Statutes.

Section 4. Annual Appropriation Required; Not Indebtedness. The County Commissioners shall annually appropriate the moneys in the TIF Fund to enable the transfers and payments required by this Agreement. The County's payment obligations under this Agreement shall be limited to the moneys in the TIF Fund from time to time, and shall not constitute a debt or general obligation of the County within the meaning of any statutory or constitutional provision.

Section 5. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by all parties to the Agreement.

Section 6. Entire Agreement, Waiver of Notice. This agreement is executed pursuant to R.C. Sections 5709.82 and 5715.27, and sets forth the entire agreement and understanding between the parties as to the subject matter hereof, including without limitation all forms of compensation to be paid by the County to the School Districts pursuant to those sections and the TIF Statutes, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The City School District and the Career Center, by adoption of the City School District Resolution and the Career Center Resolution, respectively, and execution of this Agreement, hereby waive any notice requirements in connection with the TIF and any TIF Exemption, including, but not limited to, those set forth in R.C. Sections 5709.78, 5709.83 and 5715.27, and waives any defects or irregularities relating to the TIF, the TIF Exemptions and the period for which any TIF exemptions will apply.

Section 7. Notices and Communications. All certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the County:	Board of County Commissioners County of Belmont, Ohio Courthouse 101 West Main Street St. Clairsville, Ohio 43950
If to the City School District:	St. Clairsville - Richland City School District 108 Woodrow Avenue St. Clairsville, Ohio 43950 Attn: Treasurer
If to the Career Center:	Belmont – Harrison Career Center 110 Fox Shannon Place St. Clairsville, Ohio 43950 Attn: Superintendent

Any Party may change its address for receiving notices and reports by giving written notice of such change to the other Parties.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 9. Extent of Covenants, Binding Effect: No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. Each provision of the Agreement is binding upon the officer(s) or other person(s) and any body or bodies as may from time to time have the authority under the law to take the actions as may be necessary to perform all or any part of the duty required by a given provision of this Agreement. Each duty of the County and its bodies, officers and employees, undertaken pursuant to the Agreement, is established as a duty of the County and of each such officer, employee or body having authority to perform that duty,

December 29, 2015

specifically enjoined by law resulting from an office, trust or station within the meaning R.C. Section 2731.01, providing for enforcement by writ of mandamus. No such covenant, stipulation, obligation or agreement shall be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent, or employee of any parties in their individual capacity.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

COUNTY OF BELMONT, OHIO

**ST. CLAIRSVILLE - RICHLAND CITY
SCHOOL DISTRICT**

By: Mark A. Thomas /s/
County Commissioner

By: _____
Superintendent

By: Matt Coffland /s/
County Commissioner

By: _____
Treasurer

By: _____
County Commissioner

**BELMONT – HARRISON CAREER
CENTER**

By: Andrew L. Sutak /s/
County Auditor

By: _____
Superintendent

By: Katherine J. Kelich /s/
County Treasurer

By: _____
Treasurer

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the County of Belmont, Ohio, certifies hereby that the moneys required to meet the obligations (if any) of the County during the year 2015 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: December 31, 2015

Andrew L. Sutak
County Auditor

FISCAL CERTIFICATE

The undersigned, Treasurer and President of the Board of Education of the St. Clairsville - Richland City School District, Ohio, the City School District under the foregoing Agreement, and Superintendent of the City School District, hereby certify that the City School District has in effect for the term of such Agreement, the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the City School District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the City School District to maintain all personnel and programs for all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

The undersigned, Treasurer of the Board of Education of the City School District, as fiscal officer of the City School District, hereby certifies that the moneys required to meet the obligations of the City School District during the fiscal year ending June 30, 2016 under the aforesaid Agreement (being \$0), have been lawfully appropriated by the Board of Education of the City School District acting as the legislative authority of the City School District, for such purposes, and are in the custody of the City School District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Ohio Revised Code.

Dated: December 31, 2015

President

Treasurer

Superintendent

FISCAL CERTIFICATE

The undersigned, Treasurer and President of the Board of Education of the Belmont – Harrison Career Center, Ohio, the Career Center under the foregoing Agreement, and Superintendent of the Career Center, hereby certify that the Career Center has in effect for the term of such Agreement, the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the Career Center at the time of this certification, are sufficient to provide the operating revenues necessary to enable the Career Center to maintain all personnel and programs for all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

The undersigned, Treasurer of the Board of Education of the Career Center, as fiscal officer of the Career Center, hereby certifies that the moneys required to meet the obligations of the Career Center during the fiscal year ending June 30, 2016 under the aforesaid Agreement (being \$0), have been lawfully appropriated by the Board of Education of the Career Center acting as the legislative authority of the Career Center, for such purposes, and are in the custody of the Career Center or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Ohio Revised Code.

Dated: December 31, 2015

President

Treasurer

Superintendent

Upon roll call the vote was as follows:

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

Mr. Thomas noted the Belmont Harrison Career Center board met on December 21, 2015 and approved their portion of the agreement and St. Clairsville Richland City School District board met this morning at 7:00 a.m. and approved the agreement.

IN THE MATTER OF ADOPTING THE RESOLUTION DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY LOCATED IN UNINCORPORATED AREA OF BELMONT COUNTY

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt A RESOLUTION DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY LOCATED IN UNINCORPORATED AREA OF THE COUNTY OF BELMONT, OHIO, TO BE A PUBLIC PURPOSE; EXEMPTING SUCH IMPROVEMENTS FROM PROPERTY TAXATION; SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT, ONCE MADE, WILL DIRECTLY BENEFIT THOSE PARCELS; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A REDEVELOPMENT TAX EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS; AUTHORIZING ONE OR MORE TAX INCREMENT FINANCING AGREEMENTS; AFFIRMING THE CREATION OF A TAX INCENTIVE REVIEW COUNCIL; ESTABLISHING NONDISCRIMINATORY HIRING POLICIES; PROVIDING RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.77 THROUGH 5709.80 AND 5709.85.

ENTERED IN COMMISSIONERS' JOURNAL
NO. 97, PAGE NO. _____

The Board of County Commissioners of the County of Belmont, Ohio, met in special session at 9:30 o'clock a.m., on December 31, 2015, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mark A. Thomas Matt Coffland

Absent: Ginny Favede

Mr. Thomas moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO
RESOLUTION NO. _____

A RESOLUTION DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY LOCATED IN UNINCORPORATED AREA OF THE COUNTY OF BELMONT, OHIO, TO BE A PUBLIC PURPOSE; EXEMPTING SUCH IMPROVEMENTS FROM PROPERTY TAXATION; SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT, ONCE MADE, WILL DIRECTLY BENEFIT THOSE PARCELS; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A REDEVELOPMENT TAX EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS; AUTHORIZING ONE OR MORE TAX INCREMENT FINANCING AGREEMENTS; AFFIRMING THE CREATION OF A TAX INCENTIVE REVIEW COUNCIL; ESTABLISHING NONDISCRIMINATORY HIRING

POLICIES; PROVIDING RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.77 THROUGH 5709.80 AND 5709.85.

WHEREAS, Ohio Revised Code Sections 5709.77 through 5709.80 (collectively, the "TIF Statutes"), and particularly Section 5709.78(A), authorize this Board of County Commissioners to declare improvements to the parcels of real property (each, a "Parcel" and collectively, the "Parcels") located in the unincorporated area of the County of Belmont, Ohio (the "County") in the area described in Exhibit A hereto to be a public purpose and exempt from real property taxation for a specified period of time, specify public infrastructure improvements that, once made, will directly benefit those parcels, require the owner of each parcel to make service payments in lieu of taxes, and establish a redevelopment tax equivalent fund into which such service payments shall be deposited; and WHEREAS, the Parcels are located in the unincorporated area of the County and in the St. Clairsville - Richland City School District (the "City School District") and the Belmont-Harrison Career Center Joint Vocational School District (together with the City School District, the "School Districts"); and

WHEREAS, Exhibit B hereto describes certain public infrastructure improvements made, to be made, or which are in the process of being made by, or on behalf, of the County that benefit or serve or, once made, will benefit or serve the Parcels (collectively, the "Public Infrastructure"); and

WHEREAS, the County expects that the owners the Parcels (each, an "Owner" and collectively, the "Owners") or others will make or cause to be made improvements to the Parcels from time to time; and

WHEREAS, it is in the best interest of the County to declare each such improvement to be a public purpose, provide the exemption from real property taxes as set forth in resolution, and provide for the payment of service payments in lieu of taxes with respect to each such improvement pursuant to the TIF Statutes; and

WHEREAS, this Board of County Commissioners desires that the Public Infrastructure be constructed; and that the debt service on any obligations issued or incurred by the County to pay costs of the Public Infrastructure, be paid from the payments in lieu of taxes made in respect of such improvements; and

WHEREAS, the board of education of each School District has adopted a resolution (i) approving the adoption of this resolution and the exemption of 100% of each such improvements from real property taxes for a period not to exceed 30 years, (ii) waiving the notice requirements of Ohio Revised Code Sections 5709.78 and 5709.83, and (iii) authorizing a Compensation Agreement among the County and the School Districts (as the same may be amended and supplemented in accordance with its terms, the "Compensation Agreement"); and

WHEREAS, this Board of County Commissioners has determined to provide for the execution and delivery of one or more tax increment financing agreements (the "TIF Agreements") with the owners of the Parcels to provide for the development of the Parcels by the construction of such improvements; and

WHEREAS, Ohio Revised Code Section 5709.85(A) requires the legislative authority of any county granting an exemption from taxation under Ohio Revised Code Section 5709.78 to create a tax incentive review council ("TIRC"), which TIRC is required to perform an annual review of exemptions from taxation granted pursuant to Ohio Revised Code Section 5709.78; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.832, the legislative authority of any county that grants an exemption from taxation under Ohio Revised Code Section 5709.78 must develop policies that ensure that the recipient of the exemption practices nondiscriminatory hiring in its operations;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio, that:

Section 1. Pursuant to and in accordance with the TIF Statutes, this Board of County Commissioners hereby finds and determines that it is in the best interests of the County that the increase in the assessed value of the Parcels subsequent to the effective date of this resolution (which increase in assessed value to each Parcel is hereinafter referred to as an "Improvement" as defined in Ohio Revised Code Section 5709.77(D), and collectively as the "Improvements"), is hereby declared to be a public purpose, and one hundred percent (100%) of the Improvements to each Parcel shall be exempt from real property taxation for the period commencing with tax year 2015, and ending with the earliest of (i) thirty (30) years from such effective date, (ii) the date on which the School Districts are fully compensated for real property taxes foregone as a result of the tax exemptions granted by this resolution, or (iii) the date on which the County can no longer require semiannual service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes and the Compensation Agreement.

Section 2. As provided in Section 5709.79 of the TIF Statutes, the Owner of each Parcel is hereby required to, and shall make, semiannual service payments in lieu of taxes to the County Treasurer of the County (the "County Treasurer") on or before the final dates for payment of real property taxes. Each such service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the portion of the related Improvement exempt from taxation pursuant to Section 1 of this resolution if such portion of such Improvement were not so exempt, including any penalties and interest (collectively, the "Service Payments"), and otherwise shall be in accordance with the TIF Statutes. The Service Payments, and any other payments with respect to such portion of each Improvement that are received by the County Treasurer in connection with the reduction required by Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156 as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), shall be allocated and distributed in accordance with Ohio Revised Code Section 5709.79, Section 3 of this resolution and the Compensation Agreement.

Section 3. One hundred percent (100%) of the Service Payments and the Property Tax Rollback Payments shall be distributed to the County and applied pursuant to the TIF Statutes, this resolution and the Compensation Agreement. The Public Infrastructure set forth in Exhibit B hereto to be made by or on behalf of the County are hereby designated as "Public Infrastructure Improvements", as defined in the TIF Statutes, that benefit or serve, or that once made will directly benefit or serve, the Parcels.

Section 4. Pursuant to and in accordance with the provisions of Section 5709.80 of the TIF Statutes, this Board of County Commissioners hereby establishes the Mall Road Project Redevelopment Tax Equivalent Fund (the "TIF Fund"). The TIF Fund shall be maintained in the custody of the County and shall receive all Service Payments and Property Tax Rollback Payments immediately upon being received by the County Treasurer. Those Service Payments and Property Tax Rollback Payments received by the County with respect to the Improvements to each Parcel and so deposited pursuant to Ohio Revised Code Sections 5709.79 and 5709.80 shall be used solely for the purposes authorized in the TIF Statutes, this resolution and the Compensation Agreement, and for which purposes such moneys are hereby appropriated. The TIF Fund shall remain in existence so long as Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which the TIF Fund shall be dissolved and any surplus funds remaining therein transferred to the County's General Fund, all in accordance with Ohio Revised Code Section 5709.80.

Section 5. The form of Tax Increment Financing Agreement (the "TIF Agreement") presently on file with the Clerk of this Board of County Commissioners providing for, among other things, the construction of the Public Infrastructure and payment therefor from the moneys in the TIF Fund, is hereby approved with such changes therein and amendments thereto not inconsistent with this resolution and not substantially adverse to the County and approved by the officer(s) executing the same. At least two members of this Board of County Commissioners and the County Auditor are hereby authorized to execute and deliver the TIF Agreement, for and in the name of the County, their execution thereof to be conclusive evidence of such authorization and approval by such officers, and that any such changes are not substantially adverse to the County.

Section 6. At least two members of this Board of County Commissioners, the County Auditor, the Clerk of this Board of County Commissioners, or other appropriate officers of the County are hereby separately authorized and directed to prepare and sign all agreements and instruments and to take any other actions as may be necessary or appropriate for the collection of the Service Payments and Property Tax Rollback Payments and to implement this resolution, any TIF Agreements and the Compensation Agreement, and approves, ratifies and confirms any such actions taken prior to the effective date of this resolution.

Section 7. The Belmont County Tax Incentive Review Council, whose creation is hereby approved, confirmed and ratified, shall serve as the TIRC to the extent permitted by law. If for any reason the Belmont County Tax Incentive Review Council is unable to so serve, this Board of County Commissioners hereby creates a new TIRC pursuant to Ohio Revised Code Section 5709.85(A). The TIRC shall meet annually to determine the increase in the true value of each parcel on which there has been an Improvement made as a result of the exemption granted by this resolution, the value of the Improvements exempted pursuant to this resolution, the number of new

employees or retained employees at the site of the Improvements as a result of the exemption granted by this resolution, and the exemption recipient's compliance with the nondiscriminatory hiring policies developed by the County.

Section 8. As required by Ohio Revised Code Section 5709.832, the County hereby establishes the following nondiscriminatory hiring policies for application to recipients of exemptions granted pursuant to this resolution:

a. No tax exemption recipient may deny employment to an individual solely on the basis of race, color, religion, sex, national origin, age, disability, ancestry, or other non-job related criteria.

b. The TIRC shall review each exemption recipient's compliance with the foregoing nondiscrimination requirement and, if necessary, may submit to this Board of County Commissioners written recommendations for enhancing compliance with the nondiscrimination requirement.

Section 9. Pursuant to Section 5709.78 of the TIF Statutes, the Clerk of this Board of County Commissioners is hereby directed to deliver a copy of this resolution to the Director of Development Services of the State of Ohio within 15 days after its passage. On or before March 31 of each year that the exemption set forth in Section 1 hereof remains in effect, this Board of County Commissioners shall prepare, or cause to be prepared, and submit to the Director of Development Services of the State of Ohio the status report required under Section 5709.78(H) of the TIF Statutes.

Section 10. This Board of County Commissioners finds and determines that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners and that all deliberations of this Board of County Commissioners that resulted in those formal actions were in meetings open to the public in compliance with the law including Ohio Revised Code Section 121.22.

Section 11. This resolution shall be in full force and effect immediately upon its adoption.

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

AYES: Mr. Thomas Mr. Coffland

NAYS:

ADOPTED, this 31st day of December, 2015.

Jayne Long /s/

Clerk

Board of County Commissioners

County of Belmont, Ohio

CERTIFICATE OF CLERK

I hereby certify that the foregoing is a true and correct copy of a resolution adopted on December 31, 2015.

Jayne Long /s/

Clerk

Board of County Commissioners

County of Belmont, Ohio

Upon roll call the vote was as follows:

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

Mr. Thomas thanked Andy Brossart from Fifth Third Bank , Dennis Schwallie , Bond Counsel from Dinsmore and Shoal, St. Clairsville Board of Education member Jim Cook and District Treasurer Amy Porter for their diligent work. The TIF will help fund Belmont County's portion of the continued work on the I-70 Mall Road project which will hopefully result in significant development in the TIF area.

December 29, 2015

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:20 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 10:20 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of January, 2016.

Mark A. Thomas /s/_____

Matt Coffland /s/_____ COUNTY COMMISSIONERS

Ginny Favede /s/_____

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

Mark A. Thomas /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK