

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

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 \$546,913.90

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A27.007 Unemployment Comp.	\$210.00
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A11.000 Allowances (FOJ)	\$3,854.00
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A15.007 Unemployment	\$2,936.18

L05 WATERSHED COORDINATOR GRANT FUND/BSWCD

FROM	TO	AMOUNT
E-1815-L005-L01.002 Salaries	E-1815-L005-L15.006 Hospitalization	\$2,000.00

P05 WWS #3 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P23.011 Contract Services	E-3702-P005-P19.012 Equipment	\$20,000.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies and Materials	\$3,000.00

S70 BELMONT COUNTY SENIOR PROGRAMS FUND/SSOBC

FROM	TO	AMOUNT
E-5005-S070-S17.000 Fuel	E-5005-S070-S21.000 AFSCME	\$937.00

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$421.37
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S04.006 Hospitalization	\$313.00

W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM FUND

FROM	TO	AMOUNT
E-1511-W080-P06.004 Workers Comp	E-1511-W080-P01.002 Salaries	\$1,000.00
E-1511-W080-P08.005 Medicare	E-1511-W080-P01.002 Salaries	\$120.00

BCSSD/VARIOUS

FROM	TO	AMOUNT
E-3704-P051-P01.002 Salaries	E-3704-P051-P07.011 Contract Services	\$11,000.00
E-9082-N082-N07.000 Water Tanks	E-9082-N082-N06.000 Well Up Grades	\$86,738.45

COUNTY AND MUNICIPAL COURTS/VARIOUS

FROM	TO	AMOUNT
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S03.006 Hospitalization	\$4,000.00
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S03.006 Hospitalization	\$2,000.00
E-1570-S084-S07.000 Other Expenses	E-1570-S084-S10.002 Salaries	\$960.00
E-1570-S084-S07.000 Other Expenses	E-1570-S084-S13.005 Medicare	\$14.00
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S03.006 Hospitalization	\$4,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9252-O052-O10.574 Transfers In	\$7,500.00
E-3702-P005-P34.074 Transfers Out	R-9251-O051-O10.574 Transfers In	\$28,000.00
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.574 Transfers In	\$3,000.00
E-3705-P053-P16.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$8,126.16

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

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

B00 DOG AND KENNEL FUND

E-1611-B000-B01.002 Auditor's Clerk Hire & Supply \$ 2,766.00

N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N02.055 Courthouse Bldg. Repair \$25,000.00

For Auditor's Office renovations.

****FEBRUARY 24, 2016****

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

E-2600-H005-H14.000 OH Works Incentive Program \$1,500.00

L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002 Salaries \$1,833.33

E-1810-L001-L05.011 Contract Services \$4,279.00

E-1810-L001-L13.005 Medicare \$1,000.00

N41 ISSUE TWO MONIES FUND/AUDITORS

E-9041-N041-N10.055 Project Payments \$82,032.97

W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM

E-1511-W080-P16.000 Consultant \$255.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN LIFE INSURANCE

CHARGEBACKS FOR THE THIRD QUARTER PERIOD: (DEC. 2015., JAN. & FEB., 2016)

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the

Fort Dearborn Life Insurance Chargebacks for the Third Quarter (Dec. 2015, Jan. & Feb., 2016)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	2,068.35
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	0.00
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	43.38
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	58.68
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	89.25
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	181.05
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	290.97
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	12.75
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	12.75
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	36.57
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	3.84
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	198.90
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	53.55
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	35.82
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	120.73
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	23.29
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	31.89
E-3706-P055.P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	3.77
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.28
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	7.65
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	17.85
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	53.55
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	119.88
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	688.59
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	79.11
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	21.14
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	0.00

E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	12.00
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	2.50
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	16.00
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	34.00
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	6.00
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	4.00
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	45.90
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	25.50
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	7.65
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	7.65
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	0.00
E-0400-M060-M75.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	0.00
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.30
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	53.55
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	7.65
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	2.55
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	7.65
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	5.10
Total amount this transfer			2,439.24

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated February 24, 2016 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:
DJFS-Michael Schlanz to Cadiz, Ohio, on February 26, 2016, for a Cog meeting. Christine Parker to Columbus, Ohio, on March 7-8, 2016, for a Differential Response Leadership Council meeting. David Badia and John Regis to Athens, Ohio, on March 21, 2016, for a Quarterly Fiscal meeting. Estimated expenses: \$227.90
ENGINEERS-Terry Lively to Columbus, Ohio, on March 15-16, 2016, for the 2016 Ohio Storm Water Management and Drainage Conference. Estimated expenses: \$300.00
SENIOR SERVICES-Sue Hines to Wheeling, WV, on March 4, 2016, for a senior center outing. Sandra Milovac to Canonsburg, PA, on March 29, 2016, for a senior center outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 17, 2016.

Upon roll call the vote was as follows:

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

Announcement: The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County Tourism Council Board. Interested parties can contact the Commissioners' office at [740-699-2155](tel:740-699-2155) to request an application. Applications will be accepted through March 4, 2016 for the Tourism Board.

Interested parties may also submit an application at any time for consideration as various other board openings become available.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF WILLIAM EDDY III, DRAFTSMAN/LOCATOR/SANITARY SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of William Eddy III, draftsman/locator, with the Belmont County Sanitary Sewer District effective March 4, 2016.

Upon roll call the vote was as follows:

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

Note: Mrs. Favede noted Mr. Eddy will be taking a position in the Engineer’s Department.

IN THE MATTER OF AUTHORIZING THE HIRING OF TAYLOR MCKIM AS DEPUTY CLERK/EASTERN DIVISION COURT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Mrs. Taylor N. McKim as a deputy clerk for the Belmont County Eastern Division Court at the rate of \$9.00per hour, effective February 22, 2016; Ms. McKim will be subject to the standard 120-day probationary period and eligible for a \$.50 increase upon its satisfactory completion.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE BELMONT COUNTY HEALTH AND WELFARE BENEFIT PLAN

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the **Belmont County Health and Welfare Benefit Plan** for Dental and Vision Care Benefits, Life Insurance and AD&D Benefits and Employee Assistance Program (“EAP”) effective January 1, 2016.

Plan Document and Summary Plan Description for the Belmont County Welfare Benefit Plan

- Your Dental and Vision Care Benefits
- Your Life Insurance and AD&D Benefits
- Employee Assistance Program (“EAP”)

EFFECTIVE DATE: 01/01/2016

Introduction

Belmont County (the “Employer” or “Company”) is pleased to offer you this benefit plan. It is a valuable and important part of your overall compensation package.

This booklet provides information about your dental, vision, basic group term life and accidental death and dismemberment benefits, and Employee Assistance Program Benefit Programs. It serves as the Plan document and the Summary Plan Description (“SPD”) for the Belmont County Welfare Benefit Plan (“the Plan”).

This document sets forth the provisions of the Plan that provide for payment or reimbursement of Plan benefits. It is written to comply with the written plan document and disclosure requirements under the Employee Retirement Income Security Act (“ERISA”) of 1974, as amended.

The “Benefit Programs” covered by this SPD are shown in Appendix A. For fully insured Benefit Programs, the insurance contracts or policies (including amendments and riders), plan descriptions, benefit summaries, schedule of benefits, the Certificate of Insurance or Certificate of Coverage and other descriptive documents relating to each Benefit Program (collectively, the “insurance certificates”) are incorporated herein by reference only to the extent they are the source of eligibility, benefits, claims procedures, or other substantive provisions of the Benefit Programs.

We encourage you to read this booklet and become familiar with your benefits. You may also wish to share this information with your enrolled family members.

Another document explains your health care and associated benefit.

This SPD and Plan replace all previous booklets you may have in your files. Be sure to keep this booklet in a safe and convenient place for future reference.

Table of Contents

Introduction	ii
Table of Contents	iii
Plan Overview	1
Your Eligibility	1
Eligible Dependents	1
When Coverage Begins	2
Proof of Dependent Eligibility	2
Your Contribution for Coverage	2
Enrolling for Coverage	2
New Hire Enrollment	2
Late Entrant	3
Annual Open Enrollment Period	3
Effect of Section 125 Tax Regulations on this Plan	3
Qualifying Change in Status	3
Special Enrollment Rights	4
When Coverage Ends	5
Cancellation of Coverage	5
Rescission of Coverage	5

Coverage While Not at Work	5
If You Take a Leave of Absence (FMLA)	6
If You Take a Military Leave of Absence	6
Your Dental and Vision Care Coverage	7
Participation	7
Benefits Provided	7
Source of Payment	7
Limitations and Exclusions	7
Continuation of Health Care Coverage through COBRA	8
For More Information	8
Your Life and Accidental Death & Dismemberment (“AD&D”) Coverage	9
Participation	9
Benefits Provided	9
Source of Payment	9
Plan Limitations and Exclusions	9
Coverage Continuation	9
For More Information	9
Your Employee Assistance Program (“EAP”)	10
Participation	10
Benefits Provided	10
Source of Payment	10
Plan Limitations and Exclusions	10
For More Information	10
Administrative Information	11
Plan Sponsor and Administrator	11
Plan Year	12
Type of Plan	12
Identification Numbers	12
Plan Funding and Type of Administration	12
Insurers/Claims Administrators	13
Agent for Service of Legal Process	14
No Obligation to Continue Employment	14
Non-Alienation of Benefits	14
Severability	14
Payment of Benefits to Others	14
Expenses	14
Fraud	14
Indemnity	15
Compliance with State and Federal Mandates	15
Refund of Premium Contributions	15
Non-discrimination	15
Future of the Plan	15
Claims Procedures/Coordination of Benefits	16
Claims and Appeals	16
Exhaustion Required	17
Non-Duplication of Benefits / Coordination of Benefits	17
Health Care Coverage Coordination with Medicare	17
Subrogation and Reimbursement	17
Your HIPAA Rights	18
Health Insurance Portability and Accountability Act (HIPAA)	18

Definitions	19
Adoption of the Plan	22
APPENDIX A	23

Plan Overview

The Plan provides benefits to eligible employees and their dependents through each Benefit Program listed in Appendix A. Fully insured benefits are payable solely by the Insurer listed for the respective Benefit Program.

Your Eligibility

For benefit purposes, you are eligible for the program(s) shown in Appendix A if you are a full-time active employee regularly scheduled to work 30 hours per week or a part-time employee who is regularly scheduled to work 30 or more hours per week.

Unless otherwise communicated to you by the Company, the following individuals are not eligible for benefits: employees of a temporary or staffing firm, payroll agency, or leasing organization, contract employees, persons hired on a seasonal or temporary basis, and other individuals who are not on the Employer payroll, as determined by the Employer, without regard to any court or agency decision determining common-law employment status.

Eligible Dependents

The definition of eligible dependents and other provisions, such as whether you may enroll your eligible dependents in a Benefit Program, are defined in the insurance certificates for each Benefit Program. Those provisions, and the definition of a dependent for each Benefit Program, are incorporated by reference herein.

For purposes of the Plan, your child includes:

- your biological child;
- your legally adopted child (including any child under age 18 placed in the home during a probationary period in anticipation of the adoption where there is a legal obligation for support);
- an eligible child for whom you are required to provide coverage under the terms of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

In addition, an eligible dependent who lives outside the U.S. may be restricted from coverage unless the dependent has established his or her primary residence with you. If you have any questions regarding dependent coverage under a Benefit Program, check with the Insurer or Claims Administrator.

Coverage for newly eligible dependents will begin on the date they become a dependent as long as you enroll them within 31 days of the date on which they became eligible. If you acquire a new dependent, such as through marriage, coverage will begin on the date they become an eligible dependent (such as of the date of marriage) as long as you enroll the dependent within 31 days of the date on which they became eligible. If you wait longer than 31 days, the enrollment will be considered a late enrollment.

An eligible dependent does not include a person enrolled as an employee under the Plan or any person who is covered as a dependent of another employee covered under the Plan. If you and your spouse are both employed by the Employer, each of you may elect your own coverage (based on your own eligibility for benefits) or one of you may be enrolled as a dependent on the other's coverage, but only one of you may cover your dependent children. It is your responsibility to notify the Employer if your dependent becomes ineligible for coverage.

When Coverage Begins

To be eligible for a Benefit Program, you must satisfy the eligibility requirements described for that Benefit Program in the applicable insurance certificates and other materials provided for that Benefit Program. Unless otherwise stated in those materials, your coverage begins the first of the month following 30 days of employment. Coverage for your eligible dependents begins on the same day as your initial eligibility provided you enroll your dependents within 31 days of eligibility. Certain benefits, such as disability or life insurance, may require you to be actively at work in order to be initially eligible for a Benefit Program and for any change in coverage to take effect. See the materials provided by your Insurer to determine when this applies to you.

If you terminate employment and are subsequently rehired, you will be treated as a new employee and will need to satisfy all eligibility requirements to be covered under the Plan.

Proof of Dependent Eligibility

The Employer reserves the right to verify that your dependent is eligible or continues to be eligible for coverage under the Plan. If you are asked to verify a dependent's eligibility for coverage, you will receive a notice describing the documents that you need to submit. To ensure that coverage for an eligible dependent continues without interruption, you must submit the required proof within the designated time period. If you fail to do so, coverage for your dependent may be canceled retroactively.

Your Contribution for Coverage

Each year, the Employer will evaluate all costs and may adjust the cost of coverage during the next annual enrollment. Any required contribution amount will be provided to you by the Employer in your enrollment materials. You may also request a copy of any required contribution amounts from the Plan Administrator.

For most benefits you pay the employee cost of Plan premiums through pre-tax payroll deductions each pay period; however, some Benefit Programs may require premiums to be paid with after-tax dollars. You must elect coverage for yourself in order to cover your eligible dependents. Your coverage for certain Benefit Programs may also be subject to deductibles, copayments, coinsurance, or other fees as described in the materials for the coverage you select.

Enrolling for Coverage

New Hire Enrollment

As a newly eligible employee, you will receive an Election Form and enrollment information when you first become eligible for benefits. For each Benefit Program, you will need to make your coverage elections by the deadline shown in your enrollment materials. When you enroll in the Plan, you authorize the Employer to deduct any required premiums from your pay through salary reduction.

The elections you make for dental and vision benefits will remain in effect until December 31. After your initial enrollment, you will enroll during the designated annual open enrollment period. If you do not enroll for coverage when initially eligible, you will be deemed to have elected no coverage or the default coverage designated by the Employer for a Benefit Program.

Late Entrant

An enrollment will be considered timely if your completed enrollment form is received within 31 days after you become eligible for coverage. You will be considered a "late entrant" if:

- You elect coverage more than 31 days after you first become eligible
- You again elect coverage after cancelling

Unless the Special Enrollment Rights (see below) apply, if you are a late entrant, you will be required to wait until the next open enrollment period to enroll in coverage.

Annual Open Enrollment Period

Each year during a designated open enrollment period, you will be given an opportunity to make your elections for dental and vision benefits for the upcoming year. Your enrollment materials and Election Form will provide the options available to you and your share of the premium cost, as well as any default coverage you will be deemed to have elected if you do not make an election by the specified deadline. The elections you make for dental and vision benefits will remain in effect until December 31 unless qualifying changes in status are permitted. The Plan Year may differ from the policy year of an insured benefit, with deductible and out-of-pocket expenses based on the policy year. You should refer to the insurance certificate and other materials provided by the Insurer to determine if a different policy year applies.

Effect of Section 125 Tax Regulations on this Plan

It is intended that this Plan meets the requirements of the Internal Revenue Code Section 125 and the regulations thereunder and that the qualified benefits which you may elect are eligible for exclusion from income. The Plan is designed and administered in accordance with those regulations. This enables you to pay your share of the cost for coverage on a pre-tax basis. Neither the Employer nor any fiduciary under the Plan will in any way be liable for any taxes or other liability incurred by you by virtue of your participation in the Plan.

Because of this favorable tax-treatment, there are certain restrictions on when you can make changes to your elections. Generally, your elections stay in effect for the Plan Year and you can make changes only during each annual open enrollment. However, at any time throughout the year, you can make changes to your coverage within 31 days of the following:

- The date you meet the Special Enrollment Rights criteria described below.
- The date you have a qualifying change in status as described below; or

Qualifying Change in Status

If you experience a change in certain family or employment circumstances that results in you or a covered dependent gaining or losing eligibility under a health plan, you can change your coverage to fit your new situation without waiting for the next annual open enrollment period.

As defined by Internal Revenue Code Section 125, or the regulations thereunder, the following events may be considered a change in status:

- your marriage;
- the birth, adoption, or placement for adoption of a child;
- your death or the death of your spouse or other eligible dependent;
- your divorce, annulment, or legal separation;
- a change in a dependent child's eligibility;
- a change in employment status for you or your spouse that affects benefits (including termination or commencement of employment, strike or lockout, or commencement of or return from an unpaid leave of absence);
- a change in your Employer work location or home address that changes your overall benefit options and/or prices;
- employee's spouse's open enrollment period differs and employee needs to make changes to account for other coverage;
- a significant change in coverage or the cost of coverage;
- a reduction or loss of your or a dependent's coverage under this or another plan; or
- a court order, such as a QMCSO or NMSN, that mandates coverage for an eligible dependent child;
- change in employment status to less than 30 hours of service per week on average even if reduction does not result in loss of Plan eligibility;
- eligibility for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace or seeking to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period;

If you experience a change in certain family or employment circumstances, you can change your coverage. Changes in your election must be consistent with your change in status event. For example, if you get married, you may change your coverage level from you only to you and your spouse. If you move, and your current coverage is no longer available in the new area, you may change your coverage option.

You should report a status change to the Plan Administrator as soon as possible, but no later than 31 days after the event occurs.

Keep in mind that certain mid-year election change events do not apply to health Flexible Spending Accounts (FSAs), such as cost or coverage changes. Contact the Plan Administrator if you have questions about when you can change your elections.

Special Enrollment Rights

If you decline enrollment for yourself or your dependents (including your spouse) because you have other health coverage, you may be able to enroll yourself and your dependents in this Plan, if you or your dependents lose eligibility for that other coverage (or if the employer stopped contributing towards your or your dependents' other coverage). However, you must request enrollment within 31 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

You or an affected eligible dependent may also enroll in coverage if eligibility for coverage is lost under Medicaid or the Children's Health Insurance Program (CHIP), or if you become eligible for premium assistance under Medicaid or CHIP. You must enroll under this Plan within 60 days of the date you lose coverage or become eligible for premium assistance.

This "special enrollment right" exists even if you previously declined coverage under the Plan. You will need to provide documentation of the change. Contact the Plan Administrator to determine what information you will need to provide.

When Coverage Ends

Except as otherwise provided in the insurance certificate, your coverage under this Plan ends on the last day of the month in which your employment terminates or upon your death, unless benefits are extended, such as when you take an approved leave of absence.

Coverage for your covered dependents ends on the date your coverage ends, or, if earlier, on the last day of the month in which your dependent is no longer eligible for coverage under the Plan.

Coverage will also end for you and your covered dependents as of the date the Employer terminates this Plan or, if earlier, the effective date you request coverage to be terminated for you and/or your covered dependent.

If your coverage under the Plan ends for reasons other than the Employer's termination of all coverage under the Plan, you and/or your eligible dependents may be eligible to elect to continue coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) as described below.

Cancellation of Coverage

If you fail to pay any required premium for coverage under a Benefit Program, coverage for you and your covered dependents will be canceled for that Benefit Program and no claims incurred after the effective date of cancellation will be paid.

Rescission of Coverage

Coverage under the Plan may be rescinded (canceled retroactively) if you or a covered dependent performs an act, practice or omission that constitutes fraud, or you make an intentional misrepresentation of material fact as prohibited by the terms of the Plan. A rescission of coverage is an adverse benefit determination that you may dispute under the Plan's claims and appeals procedures. If your coverage is being rescinded due to fraud or intentional misrepresentation of material fact, you will receive at least 30 days' advance written notice of the rescission. This notice will outline your appeal rights under the Plan. Benefits under the Plan that qualify as "excepted benefits" under HIPAA are not subject to these restrictions on when coverage may be rescinded. Some types of retroactive terminations of coverage are permissible even when fraud or intentional misrepresentation are not involved. Coverage may be retroactively terminated for failure to timely pay required premiums or contributions as required by the Plan.

Also, coverage may be retroactively terminated to the date of your divorce if you fail to notify the Plan of your divorce and you continue to cover your ex-spouse under the Plan. Coverage will be canceled prospectively for errors in coverage or if no fraud or intentional misrepresentation was made by you or your covered dependent.

The Plan reserves the right to recover from you and/or your covered dependents any benefits paid as a result of the wrongful activity that are in excess of the contributions paid. In the event the Plan terminates or rescinds coverage for gross misconduct on your behalf, continuation coverage under COBRA may be denied to you and your covered dependents.

Coverage While Not at Work

In certain situations, coverage may continue for you and your dependents when you are not at work, so long as you continue to pay your share of the cost. If you take an unpaid leave of absence, you will need to make payment arrangements prior to the start of your leave. Your payments will be made on an after-tax basis, unless you are on paid leave, in which case your premium payments will continue to be deducted on a pre-tax basis. You should discuss with Human Resources or your supervisor what options are available for paying your share of costs while you are absent from work.

If You Take a Leave of Absence (FMLA)

If you take an approved FMLA leave of absence, your coverage will continue for the duration of your leave, as long as you continue to pay your share of the cost as required under the Employer's FMLA Policy. Coverage for other benefits can be found in the insurance certificates for the respective Benefit Programs in which you have enrolled.

If You Take a Military Leave of Absence

If you are absent from work due to an approved military leave, coverage may continue for up to 24 months under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) starting on the date your military service begins.

Coverage for other benefits can be found in the insurance certificates furnished by the Insurer for the respective Benefit Programs in which you have enrolled and will be governed by the provisions of USERRA.

Your Dental and Vision Care Coverage

You should refer to the materials provided by the Insurer for information concerning any limitations, waiting periods before coverage begins, maximum benefits payable, when coverage ends, exclusions, age reductions, or reductions for other benefits that may apply. The following health care Benefit Programs are self-insured and administered by the Insurer(s) listed in Appendix A:

- Dental
- Vision

Participation

To become a participant in the above Benefit Program(s), you must meet all eligibility requirements and enroll in coverage. You may also enroll your dependents if they are eligible dependents as defined in the Insurer's benefits booklets. You will automatically receive identification cards for you and your enrolled dependents when your enrollment is processed.

Benefits Provided

The benefits provided under each Benefit Program are more fully described in the Certificate of Insurance/Coverage and other benefits booklets provided by the Insurer.

Your dental and vision care benefits are delivered through a network of providers who have agreed to provide services at a negotiated cost. You have the flexibility to choose providers inside or outside the network each time you need services.

The type of dental program under this Plan is a:

- a DPPO (Dental Preferred Provider Organization)

When you use network providers, the Plan pays the negotiated amount of covered expenses (subject to applicable deductible and coinsurance) to your provider and there are no claim forms to complete. The provider will not balance bill you for the discount provided on the claims.

Certain dental options, such as a DMO, may require services to be received only from network providers in order to be covered. You must use network providers in order to receive the maximum benefit payable under the Plan if you are enrolled in this type of plan.

For a listing of current network dental care providers (at no cost to you), contact the Insurer at the telephone number or website shown on your identification card.

Source of Payments

Benefits for covered services and expenses under the Benefit Program(s) listed above are paid by the Insurer and are guaranteed under the insurance contracts. Any cost-sharing provisions, such as your deductible, co-payment, or coinsurance, are set forth in the materials furnished by the Insurer.

Any required premiums for coverage will be shown in your enrollment materials. Your premiums will be deducted from your pay on a pre-tax basis.

Limitations and Exclusions

The materials for each Benefit Program contain information about limitations on benefits, covered preventive care services, prescription drugs, pre-authorizations required, utilization reviews required, obtaining emergency care, exclusions and expenses not covered, medical tests and procedures covered, any limits or caps on certain coverage, and relative costs for in-network and out-of-network services.

Continuation of Health Care Coverage through COBRA

If your health care coverage under the Plan ends for reasons other than the Employer's termination of all coverage under the Plan, you and/or your eligible dependents may be eligible to elect to continue coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Health care coverage may continue at your own expense for a specific length of time. See the section entitled "Your HIPAA/COBRA Rights" for additional information. Please note that if your Employer has less than 20 employees, Federal COBRA legislation may not apply to you, but you may instead be eligible for COBRA benefits available through your state. Contact your Insurer for additional information as these provisions vary from state to state.

For More Information

If you have a question about a covered service, or for more information about a specific procedure, coverage of new drugs, tests, or experimental or investigative treatments, you should consult the materials furnished by the Insurer for the coverage in which you are enrolled.

Your Life and Accidental Death & Dismemberment ("AD&D") Coverage

The following Benefit Programs are fully insured and administered by the Insurer(s) listed in Appendix A:

- Group Term Life Insurance
- AD&D Insurance

Participation

You must meet all eligibility requirements for coverage in order to become a participant. You must elect and enroll in basic coverage.

Benefits Provided

The benefits and amounts of coverage provided under each Benefit Program are more fully described in the materials provided to you by the Insurer. Life insurance benefits are paid in the event of the death of a covered participant. AD&D benefits are paid if a covered participant becomes dismembered or seriously injured as the result of a covered accident. You will need to designate a beneficiary to receive benefits in the event of your death.

Source of Payment

Group Term Life Insurance and AD&D benefits are paid by the Insurer and are guaranteed under the applicable insurance contracts. The Company pays the full cost of your basic coverage. You are not required to make any contributions.

Plan Limitations and Exclusions

You should refer to the materials provided by the Insurer for information concerning any limitations, waiting periods before coverage begins, maximum benefits payable, when coverage ends, exclusions, age reductions, or reductions for other benefits that may apply.

Coverage Continuation

If your Group Term Life Insurance coverage ends for any reason other than death, you may have a right to continue your insurance under an individual policy. You should consult your Certificate of Insurance for additional information about continuing your coverage as there may be time limits for making this decision once your coverage under the Plan ends.

For More Information

Consult your Certificate of Insurance or benefits booklets for additional questions about your coverage.

Your Employee Assistance Program ("EAP")

The EAP Benefit Program is fully insured and administered by the Insurer listed in Appendix A.

Participation

You are automatically enrolled in the EAP after you meet all eligibility requirements for coverage as described in the Insurer's materials. No action is required on your part to participate.

Benefits Provided

The benefits provided under the EAP are more fully described in the materials provided to you by the Insurer. The EAP offers short-term counseling and referral services.

Source of Payment

Benefits under the EAP are paid by the Insurer and are guaranteed under the applicable insurance contract. The Employer pays the full cost of your coverage. You are not required to make any contributions.

Plan Limitations and Exclusions

You should refer to the materials provided by the Insurer for information concerning any limitations or exclusions that may apply to your coverage.

For More Information

If you have a question about the EAP, you should consult your Certificate of Insurance or other materials provided by the Insurer.

Administrative Information

The following sections contain legal and administrative information you may need to contact the right person for information or help. Although you may not use this information often, it can be helpful if you want to know:

- how to contact the Plan Administrator;
- how to contact the Insurer or Claims Administrators;

February 24, 2016

- what to do if a benefit claim is denied; and
- your rights under ERISA and other Federal laws such as COBRA.

IMPORTANT: The Employee Retirement Income Security Act (ERISA) is a Federal law. This Summary Plan Description is issued in accordance with ERISA and may not include language or certain mandated coverage required by state insurance laws. State mandated coverage may be addressed separately in the insurance certificates provided by the Insurer.

Plan Sponsor and Administrator

Belmont County is the Plan Sponsor and the Plan Administrator for this Plan. You may contact the Plan Administrator at the following address and telephone number:

Plan Administrator

Belmont County
101 West Main Street
Saint Clairsville, OH 43950
740-695-2121

As set forth in Section 3(16) under ERISA, the Plan Administrator will administer this Plan and will be the “Named Fiduciary” for the Plan. The Plan Administrator will have control of the day-to-day administration of this Plan and will serve without additional remuneration if such individual is an employee of the Employer. The Plan Administrator will have the following duties and authority with respect to the Plan:

- To prepare and file with governmental agencies all reports, returns, and all documents and information required under applicable law;
- To prepare and furnish appropriate information to eligible employees and Plan participants;
- To prescribe uniform procedures to be followed by eligible employees and participants in making elections, filing claims, and other administrative functions in order to properly administer the Plan;
- To receive such information or representations from the Employer, eligible employees, and participants necessary for the proper administration of the Plan and to rely on such information or representations unless the Plan Administrator has actual knowledge that the information or representations are false;
- To properly administer the Plan in accordance with all applicable laws governing fiduciary standards;
- To maintain and preserve appropriate Plan records; and
- To accept all other responsibilities and duties of the administrator of the Plan as specifically set forth in ERISA.

In addition, the Plan Administrator has the discretionary authority to determine eligibility under all provisions of the Plan; correct defects, supply omissions, and reconcile inconsistencies in the Plan; ensure that all benefits are paid according to the Plan; interpret Plan provisions for all participants and beneficiaries; and decide issues of credibility necessary to carry out and operate the Plan.

For fully insured benefits, unless otherwise expressly provided in the insurance policy or contract governing a Benefit Program, the Insurer shall be the Plan Administrator and Named Fiduciary only with respect to the benefits provided through the insurance policy or contract. The Insurer shall be responsible for determining eligibility for and the amount of benefits payable under the Benefit Program, and for prescribing claims procedures to be followed by Participants. The Insurer shall also be responsible for paying claims.

Plan Year

The Plan Year is January 1 through December 31.

Note: An insured benefit may use a policy year that differs from the Plan Year, with deductible and out-of-pocket expenses based on the policy year. Please refer to the insurance certificate and other materials provided by the Insurer to determine if a different policy year applies to certain annualized benefits.

Type of Plan

This Plan is called a “welfare plan”; which includes dental and vision plans; they help protect you against financial loss in case of sickness or injury.

Identification Numbers

The Employer Identification Number (EIN) and Plan number for the Plan is:

EIN: 34-6000236 PLAN NUMBER: 502

Plan Funding and Type of Administration

Funding and administration of the Plan is as follows

Type of Administration	The Plan is administered by the Employer through an arrangement with Insurers and third-party (claims) administrators. Insured benefits will be payable solely by the Insurer.
Funding	The Employer and employees both contribute to the Plan. Premiums are paid to the Insurers for fully insured Benefit Programs and benefits will be paid by the Insurer in accordance with the applicable insurance contract/policy.

Funding for this Plan shall consist of an aggregation of the funding for all Benefit Programs. The Employer shall have the right to insure any benefits under this Plan, to establish any fund or trust for the payment of benefits under this Plan, or to do neither and pay benefits under this Plan from its general assets, either as mandated by law or as the Employer deems advisable. In addition, the Employer shall have the right to alter, modify, or terminate any method or methods used to fund the payment of benefits under this Plan, including, but not limited to, any trust or insurance policy.

If any benefit is funded by the purchase of insurance, the benefit shall be payable solely by the Insurer.

Insurers/Claims Administrators

For fully insured Benefit Programs, the Insurer is responsible for administering benefits and paying claims. They may contract with a separate Claims Administrator to process claims. You may contact the Insurer/Claims Administrator directly, using the information listed below.

While these service providers make every attempt to provide accurate information, mistakes can occur. It is important to understand that Federal law requires that the Plan Documents always control, even if their terms conflict with information given to you by an Insurer or other service provider.

Dental Benefits

Delta Dental
5600 Blazer Parkway
Suite 150
Dublin, OH 43017
614-776-2303

Vision Benefits

VSP
3333 Quality Dr.
Rancho Cordova, CA 95670
800-852-7600EXT4643
www.vsp.com

Group Term Life Insurance Benefits

Dearborn National
701 E. 22nd St
STE 300
Lombard, IL 60148
630-458-5622
www.dearbornnational.com

Accidental Death & Dismemberment Benefits

Dearborn National
701 E. 22nd St

February 24, 2016

STE 300
Lombard, IL 60148
630-458-5622
www.dearbornnational.com

Employee Assistance Program

Wellness Alliance (888) 695-9980

Agent for Service of Legal Process

For disputes arising under any fully insured Benefit Program, Service of Legal Process may be made upon the Insurer listed above. Service of Legal Process may also be served upon:

Belmont County
101 West Main Street
Saint Clairsville, OH 43950
740-695-2121

Service of Legal Process may also be served on the Plan Administrator.

No Obligation to Continue Employment

The Plan does not create an obligation for the Employer to continue your employment or interfere with the Employer's right to terminate your employment, with or without cause.

Non-Alienation of Benefits

With the exception of a Qualified Medical Child Support Order, your right to any benefit under this Plan cannot be sold, assigned, transferred, pledged or garnished. The Plan Administrator or, where applicable, the Insurer, has procedures for determining whether an order qualifies as a QMCSO; participants or beneficiaries may obtain a copy without charge by contacting the Plan Administrator or Insurer.

Severability

If any provision of this Plan is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

Payment of Benefits to Others

The Insurer/Claims Administrator, in its discretion, may authorize any payments due to be paid to the parent or legal guardian of any individual who is either a minor or legally incompetent and unable to handle his or her own affairs.

Expenses

All expenses incurred in connection with the administration of the Plan, are Plan expenses and will be paid from the general assets of the Company.

Fraud

No payments under the Plan will be made if you or a provider of services attempts to perpetrate a fraud upon the Plan with respect to any such claim. The Insurer/Claims Administrator will have the right to make the final determination of whether a fraud has been attempted or committed upon the Plan or if a misrepresentation of fact has been made. The Plan will have the right to recover any amounts, with interest, improperly paid by the Plan by reason of fraud. If you or a covered dependent attempts or commits fraud upon the Plan, your coverage may be terminated and you may be subject to disciplinary action by the Employer, up to and including termination of employment.

Indemnity

To the full extent permitted by law, the Employer will indemnify the Plan Administrator and each other employee who acts in the capacity of an agent, delegate, or representative ("Plan Administration Employee") of the Plan Administrator against any and all losses, liabilities, costs and expenses incurred by the Plan Administration Employee in connection with or arising out of any pending, threatened, or anticipated action, suit or other proceeding in which the Employee may be involved by having been a Plan Administration Employee.

Compliance with State and Federal Mandates

Each Benefit Program will comply to the extent possible with the requirement of all applicable laws, including but not limited to: ERISA, COBRA, USERRA, HIPAA, the Newborns' and Mothers' Health Protection Act of 1996 (NMHPA), the Women's Health and Cancer Rights Act of 1998, FMLA, the Mental Health Parity and Addiction Equity Act of 2008, PPACA, HITECH, Michelle's Law (if applicable), and Title I of GINA (prohibiting the use of genetic information to discriminate with respect to health insurance premiums, contributions or other restricted purposes).

Refund of Premium Contributions

For fully insured Benefit Programs, the Plan will comply with DOL guidance regarding refunds (e.g., dividends, demutualization, experience adjustments, and/or medical loss ratio rebates) of insurance premiums. Where any refund is determined to be a plan asset to the extent amounts are attributable to participant contributions, such assets will be: 1) distributed to current plan participants within 90 days of receipt, 2) used to reduce participants' portion of future premiums under the Plan (e.g., premium holiday); or 3) used to enhance future benefits under the Plan. Such determination will be made by the Plan Administrator, acting in its fiduciary capacity, after weighing the costs to the Plan and the competing interest of participants, provided such method is reasonable, fair, and objective.

Non-discrimination

In accordance with IRC Section 125, the Plan is intended not to discriminate in favor of Key Employees (as defined in Code Section 416) or Highly Compensated Individuals as to eligibility to participate; or in favor of Highly Compensated Participants as to contributions and benefits, nor to provide more statutory nontaxable benefits than permitted under applicable law to Key Employees. The Plan Administrator will take such actions necessary to ensure that the Plan does not discriminate in favor of Key Employees, Highly Compensated Individuals, or Highly Compensated Participants.

Future of the Plan

The Employer expects that the Plan will continue indefinitely. However, the Employer has the sole right to amend, modify, suspend, or terminate all or part of the Plan at any time.

The Employer may also change the level of benefits provided under the Plan at any time. If a change is made, benefits for claims incurred after the date the change takes effect will be paid according to the revised Plan provisions. In other words, once a change is made, there are no rights to benefits based on earlier Plan provisions.

Claims Procedures/Coordination of Benefits

This section describes what you must do to file or appeal a claim for services. It also describes how benefits under this Plan are coordinated with other benefits to which you or a covered dependent might be entitled.

Claims and Appeals

For fully insured Benefit Programs, the claims procedures, including issues related to payment, preauthorization approval, or utilization review, as well as the time frames for submitting claims, are set forth in the insurance certificates.

If your claim is denied and you disagree and want to pursue the matter, you must file a First Level Appeal with the respective Insurer. A rescission of coverage is also considered an adverse benefit determination that triggers your right to file an appeal. You or your authorized representative may appeal a denied claim within the time frame provided in the insurance certificates for that Benefit Program. Different time frames apply to healthcare claims and disability-related claims. You will have the right to submit for review, written comments, documents, records, and other information related to the claim; and to request, free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the claim.

The Insurer, acting on behalf of the Plan, has full and exclusive authority and discretion to construe and interpret the provisions of the Program, to determine questions of coverage, and entitlement to and termination of benefits, and to make factual findings. If the Insurer denies your claim (in whole or in part) during a First Level Appeal, you may file a Second Level Appeal. If after such review, the Insurer continues to deny the claim in full or in part, you will be notified of the decision in writing.

The Insurer's decision will include specific reasons for the decision, written in a manner calculated to be easily understood, with specific references to the Benefit Program's provision or provisions, including any internal rules, guidelines, protocol, or other similar criterion relied upon, on which the appeal decision is based. It will also include a statement of your right to access and receive copies of all documents, records, and other information relevant to your appeal. You will also be provided a statement advising that you are entitled to bring civil action in Federal court under Section 502(a) of ERISA.

Exhaustion Required

The decision of the Insurer for fully insured Benefit Programs shall be final and conclusive on all persons claiming benefits under the Benefit Program, subject to applicable law. No other actions may be brought by any person until an appeal for denied benefits has been brought and been denied (or deemed denied) as described above under the respective claims procedure. You must exhaust all remedies available to you before bringing legal action. You cannot take any other steps unless and until you have exhausted all appeals. For example, if your claim is denied and you do not use the appeals procedures, the denial of your claim will be conclusive and cannot be challenged, even in court.

Non-Duplication of Benefits / Coordination of Benefits

If you (or an eligible dependent) are covered by another employer's plan, the two plans work together to avoid duplicating payments. This is called non-duplication or coordination of benefits.

The Insurer is responsible for ensuring that eligible expenses are coordinated with benefits from:

- other employers' plans;
- certain government plans; and
- motor vehicle plans when required by law.

The Insurer may request information about other coverage you may have. You are required to provide this information to ensure that claims are properly paid.

Health Care Coverage Coordination with Medicare

If you are actively employed after becoming eligible for Medicare, your coverage under the Plan will be coordinated with Medicare. Which plan pays first ("primary") is determined by whether your Employer is considered a small or large group employer. Generally, for large group employer plans, Medicare requires the employer's plan to pay first and Medicare pays second ("secondary"). You should check with your Employer if you become eligible for Medicare while employed to determine if your Employer's coverage will be primary or secondary.

The Plan also coordinates with Medicare as follows.

- **End-stage renal disease**—If you or a covered dependent is eligible for Medicare due to end-stage renal disease, this Plan will be primary for the first 30 months of dialysis treatment; after this period, this Plan will be secondary to Medicare for this disease only.
- **Mandated coverage under another group plan**—If a person is covered under another group plan and Federal law requires the other group plan to pay primary to Medicare, this Plan will be tertiary (third payer) to both the other plan and Medicare.

Subrogation and Reimbursement

If you or your dependent receives benefits in excess of the amount payable under the Plan, the Insurer has a right to subrogation and reimbursement. Subrogation applies when the Insurer has paid benefits for a sickness or injury for which a third party is considered responsible (e.g., an insurance carrier if you are involved in an auto accident).

The Plan Administrator has delegated all subrogation rights and third party recovery rights to the Insurer of each fully insured Benefit Program. The Insurer shall undertake reasonable steps to identify claims in which the Plan has a subrogation interest and shall manage subrogation cases on behalf of the Plan. You are required to cooperate with the Insurer to facilitate enforcement of its rights and interests.

These provisions shall not apply where subrogation is specifically prohibited by enforceable law

Your HIPAA Rights

Health Insurance Portability and Accountability Act (HIPAA)

Title II of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations at 45 CFR Parts 160 through 164 (HIPAA) contain provisions governing the use and disclosure of Protected Health Information (PHI) by group health plans, and provide privacy rights to participants in those plans. These rules are called the HIPAA Privacy Rules.

You will receive a "Notice of Privacy Practices" from the Administrator(s) and/or Insurer(s) that contains information about how your individually identifiable health information is protected under the HIPAA Privacy Rules and who you should contact with questions or concerns.

The HIPAA Privacy Rules apply to group health plans. These plans are commonly referred to as "HIPAA Plans" and are administered to comply with the applicable provisions of HIPAA. PHI is individually identifiable information created or received by HIPAA Plans that relates to an individual's physical or mental health or condition, the provision of health care to an individual, or payment for the provision of health care to an individual. Typically, the information identifies the individual, the diagnosis, and the treatment or supplies used in the course of treatment. It includes information held or transmitted in any form or media, whether electronic, paper or oral. When PHI is in electronic form it is called "ePHI."

The HIPAA Plans may disclose PHI to the Plan Sponsor only as permitted under the terms of the Plan, or as otherwise required or permitted by HIPAA. The Plan Sponsor agrees to use and disclose PHI only as permitted or required by the HIPAA Privacy Rules and the terms of the Plan. The HIPAA Plans (or an Insurer with respect to the HIPAA Plans) may disclose enrollment and disenrollment information to the Plan Sponsor. Also, the HIPAA Plans (or an Insurer with respect to the HIPAA Plans) may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the information for the purposes of (1) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (2) modifying, amending or terminating the Plan. "Summary Health Information" means information that summarizes the claims history, claims expenses or types of claims experienced by individuals covered under the HIPAA Plans and has almost all individually identifying information removed. The HIPAA Plans may also disclose PHI to the Plan Sponsor pursuant to a signed authorization that meets the requirements of the HIPAA Privacy Rules. Other than these disclosures, the Plan Sponsor will not create or receive PHI from the HIPAA Plans.

Definitions

COBRA

The Consolidated Omnibus Budget Reconciliation Act. This Federal law allows a continuation of healthcare coverage in certain circumstances for Employers with 20 or more employees. Small Employers may be subject to individual state COBRA provisions.

Dependent

The definition of a dependent is defined in the insurance certificate and other materials provided by the Insurer. Under the PPACA, your dependent for health insurance coverage includes your child under age 26, regardless of financial dependency, residency with you, marital status, or student status.

Your "child" includes:

- Your biological child;
- Your legally adopted child (including any child under age 18 placed in the home during a probationary periods in anticipation of the adoption where there is a legal obligation for support;
- A child for whom you are the court-appointed legal guardian; or
- An eligible child for whom you are required to provide coverage under the terms of a QMCSO or NMSN, as defined below.

Certain states may impose a different definition of dependent that extends coverage beyond age 26. Your employer also may elect a more generous definition of dependent or apply the above definition to other Benefit Programs. For questions regarding dependent eligibility, refer to your insurance certificate.

Employee

A person who is a fulltime employee and who is regularly scheduled to work for the Employer in an employer-employee relationship. The definition of an eligible employee is defined in the Plan Overview.

Election Form

The form used by employees to elect to participate in a Benefit Program and to authorize payment of premiums for such Benefit Program, where applicable.

ERISA

The Employee Retirement Income Security Act of 1974, as amended, a Federal law that governs group benefit plans.

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) is a Federal law that provides for an unpaid leave of absence for up to 12 weeks per year for:

- the birth or adoption of a child or placement of a foster child in a participant's home;
- the care of a child, spouse or parent (not including parents-in-law), as defined by Federal law, who has a serious health condition;
- a participant's own serious health condition; or

- any qualifying exigency arising from an employee's spouse, son, daughter, or parent being a member of the military on "covered active duty". Additional military caregiver leave is available to care for a covered service member with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin to the employee

Generally, you are eligible for coverage under FMLA if you have worked for your Employer for at least one year; you have worked at least 1,250 hours during the previous 12 months; your Employer has at least 50 employees within 75 miles of your worksite; and you continue to pay any required premium during your leave as determined by the Employer. Various states also have enacted similar legislation for their residents. Covered employers must comply with the Federal or state provision that provides the greater benefit to their employees. If you have questions regarding your eligibility for FMLA coverage or your state's family medical leave provisions, if applicable, contact your Employer.

GINA

The Genetic Information Nondiscrimination Act of 2008, as amended.

HIPAA

Health Insurance Portability and Accountability Act of 1996, as amended.

HITECH

The Health Information Technology for Economic and Clinical Health Act, as amended.

Insurer

Any insurance company that fully insures (or partially insures) any benefit provided by this Plan or any Benefit Program.

Leased Employee

Leased employee as defined in the Internal Revenue Code, section 414(n), as amended.

Medicare

The program of health care for the aged established by Title XVIII of the Social Security Act of 1965, as amended.

NMHPA

The Newborns' and Mother's Health Protection Act of 1996, as amended. Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section.

However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Participant

An eligible employee who elects to participate in the Plan by completing the necessary Election Form on a timely basis, as provided by the Plan Administrator.

PPACA

The Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010.

Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN)

Any court order that: 1) provides for child support with respect to the employee's child or directs the employee to provide coverage under a health benefit plan under a state domestic relations law, or 2) enforces a law relating to medical child support described in the Social Security Act, Section 1908, with respect to a group health plan. A QMCSO or an NMSN also may be issued through an administrative process established under state law. A participant must notify the Plan Administrator if he or she is subject to a QMCSO or an NMSN.

USERRA

The Uniformed Services Employment and Reemployment Rights Act of 1994; a Federal law covering the rights of participants who have a qualified uniformed services leave.

WHCRA

The Women's Health and Cancer Rights Act of 1998, as amended. Your medical coverage under the Plan includes coverage for a medically necessary mastectomy and patient-elected reconstruction after the mastectomy. Specifically, for you or your covered dependent who is receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient for: 1) All stages of reconstruction of the breast on which the mastectomy was performed; 2) Surgery and reconstruction of the other breast to produce a symmetrical appearance; 3) Prostheses; and 4) Treatment of physical complications at all stages of mastectomy, including lymphedema.

Adoption of the Plan

The Belmont County Health and Welfare Benefit Plan, as stated herein, is hereby adopted as of 06/01/2015. This document constitutes the basis for administration of the Plan.

IN WITNESS WHEREOF, the parties have caused this document to be executed on this 24th day of February, 2016

BY: Ginny Favede /s/

Matt Coffland /s/

Mark A. Thomas /s/

TITLE: BOARD OF COUNTY COMMISSIONERS

APPENDIX A

BENEFIT PROGRAMS OFFERED: DENTAL, VISION, GROUP TERM LIFE INSURANCE, ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE COVERAGE AND EMPLOYEE ASSISTANCE PROGRAM.

BENEFIT PROGRAM/ EFFECTIVE DATE OF COVERAGE	NAME OF INSURER/ CLAIMS ADMINISTRATOR	POLICY OR CONTRACT NUMBER(S)	BENEFITS PROVIDED	ELIGIBILITY	CLAIMS PROCEDURE & BENEFITS
GROUP DENTAL INSURANCE 06/01/2015	DELTA DENTAL INSURER/CLAIMS ADMINISTRATOR	1504-ALL	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.
GROUP VISION BENEFITS 06/01/2015	VSP INSURER/CLAIMS ADMINISTRATOR	12702309	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.

GROUP TERM LIFE INSURANCE BENEFITS 06/01/2015	DEARBORN NATIONAL INSURER/CLAIMS ADMINISTRATOR	G12853	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE 06/01/2015	DEARBORN NATIONAL INSURER/CLAIMS ADMINISTRATOR	G12853	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.

BENEFIT PROGRAM/ EFFECTIVE DATE OF COVERAGE	NAME OF INSURER/ CLAIMS ADMINISTRATOR	POLICY OR CONTRACT NUMBER(S)	BENEFITS PROVIDED	ELIGIBILITY	CLAIMS PROCEDURE & BENEFITS
EMPLOYEE ASSISTANCE PROGRAM 06/01/2015	WELLNESS ALLIANCE INSURER/CLAIMS ADMINISTRATOR	Belmont County	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer.	See Plan/SPD and Certificates of Insurance and other benefit materials provided by Insurer

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH XTO ENERGY INC./BELMONT COUNTY SANITARY SEWER DISTRICT #3

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an Oil and Gas Lease with XTO Energy Inc., between Belmont County Sanitary Sewer District #3 by and through the Belmont County Board of Commissioners, effective February 24, 2016, in the amount of \$7,000 per acre for 1.3060 acres located in Mead Township (parcel numbers 14-60003.000 and 14-00325.000) for a two-year term, 20% royalty.

PAID UP OIL and GAS LEASE

THIS AGREEMENT made and entered into this the 24th day of February, 2016, by and between **Belmont County Sanitary Sewer District #3, a Political Subdivision of the State of Ohio by and through the Belmont County Board of Commissioners whose address is 101 West Main St., St. Clairsville, OH 43950** hereinafter called Lessor (whether one or more), and **XTO Energy Inc., a Delaware corporation, with a mailing address of 810 Houston Street Fort Worth, Texas 76102-6298**, hereinafter called Lessee,

WITNESSETH, that said Lessor, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and of the royalties herein provided, and of the covenants hereinafter contained to be paid, kept and performed by said Lessee, grants, demises, leases and lets, exclusively unto Lessee, the lands hereinafter described, with covenants of general warranty, for the purposes and with the rights of exploring by conducting geological surveys, by geophysical surveys with seismographs, by core tests, gravity, magnetic, geochemical and other methods whether now developed or developed later, and of constructing drill sites to drill new wells, recondition producing wells, re-drill and use abandoned wells, pipe and equipment on the property, and of drilling either vertically or horizontally, producing, and otherwise operating for oil or gas or both, along with all hydrocarbon substances produced in association therewith, together with the right and easement to construct, lay, modify, operate, repair, maintain and remove pipelines, telephone, power and electric lines (telephone, power and electric lines for use only with associated oil and gas production equipment), tanks, ponds, permanent roadways including stone or rock roads, plants, stations, compressors, equipment and structures thereon including houses for valves, meters, regulators and other appliances, together with the exclusive right to inject air, gas, water, brine or other fluids into the subsurface strata, with any and all other rights and privileges necessary, incident to or convenient for such operations on this land, alone or co-jointly with neighboring lands for these purposes, together also with the right to unlimited access to the lease premises so Lessee can exercise the aforesaid rights, all that certain tract of land situate in the **Mead Township, Belmont County, State of Ohio**, and covering the following described lands as follows (the "lease premises"):

See Exhibit " A " attached hereto and made a part hereof

This lease shall include all streets, alleyways, easements, gores and strips of land adjacent and contiguous thereto.

containing **1.3060 acres** of land whether actually containing more or less. This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

- It is agreed that this lease shall remain in force for a primary term of **TWO (2)** years from the date hereof, hereinafter called "primary term", and as long thereafter as oil or gas is produced from the Leased Premises, or from lands pooled therewith, or operations, as hereinafter defined, are conducted upon the leased premises, without a cessation of such production and operations for an unreasonable period of time, or this lease is maintained in force under any subsequent provisions hereof.
- Lessee covenants and agrees:
 - (a) to deliver to the credit of Lessor, his heirs or assigns, free of costs, a royalty of **20.00%** of that native oil produced and saved from the lease premises, with the exception of non-commercial nuisance oil, and delivered at the wells or into the pipeline to which the wells may be connected. Lessee may from time to time purchase any royalty oil in its possession, paying the market price then prevailing for the field where produced, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such oil computed at the well, and

(b) to pay Lessor as a royalty, for the native gas and casinghead gas or other gaseous substance, produced from said land and sold or used beyond the well or for the extraction of gasoline or other product, an amount equal to **20.00%** of the gross amount realized by Lessee computed at the wellhead from the sale of such substances, less any incurred taxes and third party charges, from each and every well. On gas sold at the well, the royalty shall be **20.00%** of the amount realized by Lessee from such sale, and

(c) payment of royalties hereunder shall be made or tendered monthly, or may be withheld at the discretion of the Lessee until such time as the total withheld exceeds twenty-five dollars (\$25.00), or annually at the end of the calendar year. Lessee shall sell the production of the well on such terms and conditions as Lessee, in its sole discretion, may deem appropriate. Lessee shall have no duty to obtain production sales terms, which maximize the royalties payable to Lessor hereunder, but in no event shall Lessee market the royalty portion of production at a price less than Lessee receives for its production.

3. All payments under this lease shall be made by check or voucher to the order of, and shall be mailed to, **Belmont County Sanitary Sewer District #3, a Political Subdivision of the State of Ohio by and through the Belmont County Board of Commissioners at 101 West Main Street, St. Clairsville, OH 43950** until Lessee shall have received written notice from Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require, evidencing such change of ownership and directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction, shall absolve Lessee from any liability to any heir or assign of Lessor. All payments or royalty are to be made according to Lessor's respective interest therein, as herein set forth, and this lease shall not be forfeited for Lessee's failure to pay any royalties or other payments until Lessee has received written notice by registered mail of such default and shall fail, for a period of sixty (60) days after receipt of such notice, to pay same. This lease shall never be subject to a civil action or other claim to enforce claim of forfeiture due to Lessee's alleged failure to perform as specified herein, unless Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy Lessor's demand within sixty (60) days from the receipt of said notice by registered mail. If Lessor owns a lesser interest in the oil and gas in and under the premises than the entire undivided interest therein, then the royalties and other payments herein provided for shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided interest therein.
4. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the lease premises shall come into dispute or litigation, or, if in the judgment of Lessee, there are bona fide adverse claims to the royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said royalties without interest until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the lease premises, and in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any royalty or other payment accruing hereunder. The exercise of such reimbursement option shall not be considered an election of remedies.
5. If and when drilling or other operations hereunder are delayed or interrupted by the coal owner's development of the coal under the leased premises or lands pooled therewith, lack of water, labor or material, or by fire, storm, flood, weather, war, rebellion, insurrection, riot, strike, differences with workmen, failure of subcontractors, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, rule, regulation, requisition or necessity of the government, or any other recognized force majeure, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
6. Whenever used in this lease, the word "operations" shall mean operations for any of the following: preparing the drill site location or access road, drilling, testing, reworking, recompleting, deepening, sidetracking, plugging back, or repairing of a well in search for, or in an endeavor to maintain, re-establish or enhance the production of oil or gas or both, whether or not in paying quantities.
7. Lessee shall have the right to assign this lease or any interest therein and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and the other obligations related to the acreage assigned to it. Upon such assignment, Lessee shall be relieved of any obligation, payment or liability thereafter to accrue to the assigned portion of the lease.
8. Lessee may, at any time during the term hereof, cancel and surrender this lease, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the lease premises, by either the mailing of a notice to Lessor of such cancellation and surrender, or by filing of record a release or releases of this lease.
9. Lessee may drill or not drill on the lease premises as it may elect, and the consideration paid and to be paid hereunder constitutes full adequate compensation for such privilege.
10. No well shall be drilled by Lessee within 200 feet of any dwelling or barn now on the lease premises, except by written consent of the owner of the surface on which such dwelling or barn is located. Lessee may locate drill sites and well bores where it deems necessary or appropriate on the lease premises for the production of oil or gas or both. Lessee may construct and maintain drill site access roads connecting to available roads and/or to the nearest neighboring well operated by Lessee, or to which Lessee has the operator's permission to use its access road.
11. It is agreed that Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the lease premises to run all machinery necessary for operations thereon. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipelines, meters, well equipment, houses, buildings, and other structures which Lessee has placed or caused to be placed on the lease premises, including the right to pull and remove all casing and tubing.
12. If Lessee shall begin operations for the commencement of a well during the primary term of this lease, or any extension thereof, Lessee shall then have the right to complete the drilling and/or completion of such well, and if oil or gas or both be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the primary term.
13. The lease premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operations hereunder. Lessee's drilling, producing and operating sites on the lease premises are for Lessee's use only; Lessor shall not use such sites for storage or any other purpose.
14. Lessee shall pay Lessor for all damages to growing agricultural crops caused by Lessee's operations on the lease premises and shall bury all permanent pipelines below plow depth through cultivated areas upon request of Lessor owning an interest in the surface. Damages shall be calculated at current marketable value only; in no instance shall estimates of future values be considered. Any timber cut by Lessee in preparing access roads, right-of-ways, or locations will be stacked in an orderly manner in locations to be mutually agreed upon between by Lessee and Lessor and will not be subject to damage reimbursement to Lessor by Lessee. Any injury to Lessee's workers or damages to Lessee's property that are caused by Lessor, whether intentional or not, shall be recoverable by Lessee from any royalty payments or any other payments to Lessor that are due or becoming due.
15. Lessee is hereby granted the right, at its option, to pool and unitize all or any part of the lease premises with any other lease or leases, land or lands, mineral estates, or any of them whether owned by the Lessee or others, so as to create one or more drilling or production units. Each such drilling or production unit shall not exceed 640 acres, plus an acreage tolerance of 10% in extent and shall conform to the rules and regulations of any lawful government authority having jurisdiction of the premises, and with good drilling or production practice in the area in which such unit is located. In the event of the pooling or unitization of the whole or any part of the lease premises, Lessee shall before or after the completion of the well, record a copy of its unit designation in the County where the lease premises are located. In order to give effect to the known limits of the pool of oil or gas or both as such limits may be determined from available geological or scientific information or drilling operations, Lessee may at any time amend, re-form, reduce, or enlarge the size and shape of any unit formed, and increase or decrease that portion of the acreage covered by this lease which is included in any drilling or production unit, or exclude it altogether; provided that Lessee shall file an appropriate instrument of record in the county records where lands are located and written notice thereof shall be given to Lessor promptly. As to each drilling or production unit designated by the Lessee, the Lessor agrees to accept and shall receive out of the production or the proceeds from the production from such unit, such proportion of the royalties specified herein, as the number of acres out of the leased premises covered by this lease which may be included from time to time in any such unit bears to the total number of acres included in such unit rather than the full amount of the royalty stated in paragraph 2 above. Operations on any portion

of the unit created under the terms of this paragraph shall have the same effect upon the terms of this lease as if operations or production are being conducted or occurring on the lease premises.

16. If at any time after the primary term hereof there is a well capable of producing gas (with or without condensate) in paying quantities located upon the leased premises or on lands pooled therewith but such well is awaiting pipeline connection or is shut-in for any other reason (whether before or after production) and this lease is not maintained in force by operations or production at any well or by other activity or event, nevertheless it shall be considered that gas is being produced in paying quantities within the meaning of this lease (collectively, the "Shut-in Well"). On or before the end of the initial year during which this lease is maintained in force for the entire annual period under this paragraph 16, if the Shut-in Well has been shut-in for at least 90 consecutive days during such period, Lessee shall pay or tender to Lessor hereunder, or to those entitled to the royalties provided for in this lease, a shut-in royalty equal to \$1.00 per acre for the acreage held under this lease at the time such payment or tender is made. Each subsequent payment or tender shall be made thereafter in like manner and amount on or before the end of each annual period while the lease is maintained in force for the entire annual period under the first sentence of this paragraph 16. Lessee's failure to timely or correctly pay or tender the shut-in royalty for any year shall not operate to terminate this lease or serve as a basis for its cancellation, but Lessee shall correct any erroneous payment or tender, when notified thereof, and if late then Lessee shall make the correcting payment or tender with interest at the rate of eight (8%) percent per annum to those to whom such shut-in royalty was not timely or correctly paid or tendered. As long as any well is shut-in, it shall be considered for the purposes of maintaining this lease in force that gas is being produced in paying quantities and this lease shall continue in effect both before and after the primary term. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.

17. Lessee shall be entitled during the term of this lease to lay and maintain pipelines on and across Lessor's leased premises to transport, without any fee payable therefore to Lessor, natural gas produced on the leased premises and/or on other lands pooled therewith whether or not adjacent to the tract of land described herein. Any such transportation or gathering lines shall always remain the property of Lessee. Beyond the term of this lease, Lessee shall not be entitled to lay and maintain additional pipelines across Lessor's leased premises without specific written consent of Lessor. However, any pipelines laid during the term of this lease shall continue to be operative at the Lessee's option without any fee payable to Lessor and Lessee shall continue to have the right of unlimited access to maintain or remove said pipelines.

18. Lessee, in its sole discretion, may plug and abandon any well which it has drilled on the lease premises. Upon abandonment of said well or wells drilled on the lease premises, Lessee shall restore, to the extent reasonably practicable, the drill site, access road(s) to said drill site(s), culverts and gates.

19. All the terms, conditions, limitations and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

20. In addition to the covenants of general warranty hereinabove contained, Lessor hereby warrants that: (i) the lease premises are not encumbered by any enforceable oil or gas lease(s) of record or otherwise, and (ii) Lessor is not currently receiving any bonus, rental, production royalty or shut-in royalty as the result of any prior oil or gas lease(s) covering any or all of the subject property, and (iii) all wells drilled upon the lease premises, or upon any lands with which the lease premises have been combined in a drilling or production unit, have been plugged and abandoned.

21. If during the term of this lease the Lessor makes a conveyance whereby the surface rights are transferred on the entire lease or a portion thereof, Lessor shall promptly give notice of same to Lessee and Lessor shall forward to Lessee a recorded copy of such conveyance. Lessor shall similarly provide the new title holder(s) to the surface rights with the terms and provisions of this Oil and Gas Lease that said title holders are subject to.

22. If Lessor receives an offer to lease the oil or gas or both concerning any portion of the leased premises described herein at any time while this agreement remains in full force and effect, or within six (6) months thereafter, Lessor hereby agrees to notify Lessee of offeror's name, and to offer immediately to Lessee, in writing, the same lease terms. Lessee shall have fifteen (15) days to accept or reject the said offer to lease the oil and gas covered by the offer at the price, terms, and conditions specified in the offer. Failure of Lessor to provide such notice and offer to Lessee shall terminate any Lease entered into between Lessor and such offeror.

23. This instrument may be executed in counterparts each having the same validity and all of which shall constitute but one and the same instrument. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.

24. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

25. This Lease contains the entire agreement of Lessor and Lessee and supersedes and replaces any oral or written communication heretofore made between them relating to the subject matter.

26. As a result of topography, land development in the vicinity of the leased premises, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations may either be restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of the leased premises or off of lands with which the leased premises are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under the leased premises or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on the leased premises. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.

27. For the above consideration, Lessee is granted the option to renew this lease under the same provisions for a secondary primary term of TWO (2) years from the end of the initial primary term hereof, and as long thereafter as oil or gas is produced from the leased premises or land pooled therewith, or operations are being conducted upon the lease premises, without an unreasonable cessation of such production and operations. Lessee may exercise this option by paying or tendering to the Lessor or Lessor's credit in the depository named in this lease, the sum equal to the number of net mineral acres multiplied by the original bonus amount per net mineral acre paid as consideration for this lease on or before the expiration of the initial TWO (2) year primary term hereof; which payment, when made, shall constitute the entire payment due for the second primary term of TWO (2) years.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

The Belmont County Sanitary Sewer District #3, a Political Subdivision of the State of Ohio by and through the Belmont County Board of Commissioners

Ginny Favede /s/

Ginny Favede, as President

Matt Coffland /s/

Matt Coffland, as Vice President

Mark Thomas /s/

Mark Thomas, as Commissioner

Approved as to Form:

David K. Liberati /s/ assist

Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE

February 24, 2016

**SHARP COPIER MAINTENANCE AGREEMENT WITH
MOS OFFICE SYSTEMS/COMMISSIONERS' OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Sharp Copier Maintenance Agreement with MOS Office Systems for the term of 02/16/16 –02/16/17. Minimum annual maintenance is \$200 per year for the Sharp MX-C301W desktop color printer located in the Commissioners' Office.

Upon roll call the vote was as follows:

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

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

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

Subgrant Number: 2015-WF-VA2-8412
Award Period: 01/01/16 – 12/31/16
Award Amount: \$40,500.00
Local Cash Match: \$13,503.70
Project Total: \$54,003.70

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF PAY REQUEST #9
FOR GREENCORE DESIGNS, INC./SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Invoice #14-019.9 (Pay Request #9) for GreenCore Designs, Inc., in the amount of \$6,129.22 (\$5,000.00 lump sum for Construction Administration, plus reimbursables) for the Senior Services of Belmont County - Community Building, Project Number 14-019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE EXECUTION OF PAY REQUEST #7
FROM BORDER PATROL, LLC/FAIRGROUNDS SEWERAGE PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 7 from Border Patrol, LLC in the amount of \$45,615.65 for the Belmont County Fairgrounds Sewerage Project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE NUMBER 440 FROM DIGITAL DATA
COMMUNICATIONS, INC. FOR DELL XPS 13 LAPTOP/COMMISSIONERS' OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 440 from Digital Data Communications, Inc., in the amount of \$2,646.07 for the purchase of one (1) Dell XPS13 Laptop with accessories for the Belmont County Commissioners' Office.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM MCGHEE
OFFICE SUPPLY FOR FILE CABINETS/COMMISSIONERS' OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 0010874 from McGhee Office Supply in the amount of \$3,494.25 for the purchase of three (3) five-drawer lateral file cabinets for the Commissioners' Office.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE
REPLACEMENT OF ROOF/OAKVIEW SENIOR SERVICES/RECORDS CENTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the replacement of the roof at the Belmont County Oakview Senior Services/Records Center and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**BELMONT COUNTY COMMISSIONERS
LEGAL NOTICE**

Advertisement for Request for Proposals

Notice is hereby given that the Belmont County Board of Commissioners is accepting proposals for the **installation of a sprayed polyurethane foam/silicone roofing system on the Oakview Senior Services/Records Center**, located at 45240 National Road, St. Clairsville, Ohio 43950.

Proposals are to be addressed to the Belmont County Commissioners at the address below with the bidder and project names marked on the outside of the envelope. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Belmont County Commissioners' Meeting Room at the time & date listed below. Bidders are invited to attend the sealed bid opening.

BID NAME: Oakview Roof Replacement Project
DUE DATE/TIME: March 30, 2016 9:30 a.m.
MAIL OR DELIVER TO: Belmont County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

February 24, 2016

Specifications for this project may only be obtained during a mandatory pre-bid meeting scheduled for March 10, 2016, at 9:00 a.m. at the main entrance of the Oakview building.

Questions can be directed to Jack Regis, Belmont County Facilities Manager, at (740) 310-3402, until noon on Friday, March 25, 2016.

BY ORDER OF THE BOARD OF COMMISSIONERS
OF BELMONT COUNTY, OHIO

JAYNE LONG /S/
JAYNE LONG, CLERK OF THE BOARD

Times Leader Advertisement: February 29 and March 7, 2016

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR
ENERGY CONSERVATION SERVICES/FOUR BELMONT COUNTY BUILDINGS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for Energy Conservation Services for four (4) Belmont County buildings, (Belmont County Courthouse, Annex III, Jail and BCDJFS Fox Shannon Building) and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**BELMONT COUNTY COMMISSIONERS
LEGAL NOTICE**

Advertisement for Request for Proposals

Notice is hereby given that the Belmont County Board of Commissioners is accepting proposals from interested and qualified energy services providers for the **implementation of an energy cost reduction program at four (4) county-owned buildings: Courthouse, Justice Center, Department of Job and Family Services, and Courthouse Annex III.**

Proposals are to be addressed to the Belmont County Commissioners at the address below with the bidder and project names marked on the outside of the envelope. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Belmont County Commissioners' Meeting Room at the time & date listed below. Bidders are invited to attend the sealed bid opening.

BID NAME: Energy Conservation Project
DUE DATE/TIME: March 30, 2016 9:45 a.m.
MAIL OR DELIVER TO: Belmont County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

Specifications for this project may only be obtained during a mandatory pre-bid meeting scheduled for March 11, 2016. Interested bidders will meet Jack Regis, Belmont County Facilities Manager, at 9:00 a.m. at the Belmont County Courthouse, 101 West Main Street in St. Clairsville, Ohio, and then travel to the four buildings for individual site reviews.

Questions can be directed to Jack Regis at (740) 310-3402 until noon on Friday, March 25, 2016.

BY ORDER OF THE BOARD OF COMMISSIONERS
OF BELMONT COUNTY, OHIO

JAYNE LONG /S/
JAYNE LONG, CLERK OF THE BOARD

Times Leader Advertisement: February 29 and March 7, 2016

Upon roll call the vote was as follows:

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

Mrs. Favede noted the meeting will reconvene Friday at 9:00 a.m. for a meeting with the Belmont County Divisional Court Judges.

9:30 Subdivision Hearing-Dedication Plat for Commons Mall Crossing

Present: John Parkinson, Engineer's Department and Terry Lively, Deputy Engineer. Mr. Parkinson said everything was all ready and approved. He reviewed the maps with the board.

**IN THE MATTER OF DEDICATION PLAT
APPROVAL FOR COMMONS MALL CROSSING,
RICHLAND TOWNSHIP, SEC. 34, T-6, R-3**

"Hearing Had-9:30 A.M."

"FINAL PLAT APPROVAL"

O.R.C. 711.05

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

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for The Dedication Plat for Commons Mall Crossing, Richland Township, Section 34, T-6, R-3, which appears to be regular in form and approved by the proper parties;

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

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

Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mr. Thomas	<u>Yes</u>

BREAK

**IN THE MATTER OF KATHERINE KELICH, BELMONT
COUNTY TREASURER/DEPARTMENT UPDATE**

9:45 Belmont County Treasurer Katherine Kelich

Re: Department Update

Ms. Kelich said an additional \$5 million has been collected this year for the first half of the property tax collection due in part to the increase in property values. "Last year we were a little over \$30 million when we closed. This year, right now, and we are not closed yet, we're over \$35 million" said Ms. Kelich. She said this is due in part to the triennial update. Second half collection may be different. Ms. Kelich noted the Ad Valorem taxes are doing well and will be for another year and then we may see a downturn due to the drop off in oil and gas activity. There has been an increase in the Tax Installment Program that she created. Taxpayers may make a monthly installment, which takes the burden off of

February 24, 2016

having that large amount taken out at one time. Satellite collection offices were open this year in Powhatan Point and Barnesville. Ms. Kelich hopes to open additional collection sites next year. Some local banks also take property tax payments and send them in to the treasurer's office. About 60 percent of taxes collected go to the local schools and the local governments receive some. The Board of Commissioners thanked Ms. Kelich and her staff for a job well done.

Reconvened Friday, February 26, 2016 at 9:00 a.m. Commissioners Favede, Coffland and Thomas present.

**IN THE MATTER OF BELMONT COUNTY DIVISION
COURT JUDGES/STATUTORY PROCEDURES**

**9:00 a.m. Belmont County Division Court Judges
Re: Statutory Procedure**

Present: Judges Eric Costine, (Western Division), Al Davies (Eastern Division) and Chris Berhalter, (Northern Division), Attorney David Kessler, and Barb Blake, Fiscal Manager. Judge Berhalter presented handouts with numbers prepared by their clerks regarding salaries for Clerks, Deputy Clerks, Probation Officers and supplies and the amounts paid from the various court funds. Mrs. Favede noted the Board of Commissioners made the decision and have advertised for a third clerk to be hired. The courts have the right to have a clerk for each judge. She said the shared clerk position was to be for a period of time. She said the third Clerk position will be paid out of the General Fund which will free up the funds currently being paid by the Courts out of their Special Projects. Judge Berhalter reviewed ORC 1907.20 which states Deputy Clerks and Clerks are employees of the Board of Commissioners and the Board sets their base pay scale. He gave an overview of the clerks' salaries. He then reviewed ORC 1907.19 which states the Board of Commissioners shall provide for each county court all materials necessary for the business of the court. He gave an overview of the cost of supplies for 2015 for Northern, Eastern and Western courts. Judge Berhalter went on to review ORC 1970.201 which states the judge of a county court may appoint a probation officer who shall receive compensation from the County Treasury. The Board of Commissioners sets the salary. He reviewed the salaries for the probation officer. Judge Davies commented that if a Clerk is hired for him he should be the one picking the person as it is a position of trust. He said he was planning on delaying the process until Rosalee Ralston, Western Clerk, retires in about 15 months. Mr. Kessler asked, if from that they can understand, the judges want to continue spending their money on the two existing clerks. Judge Berhalter said regardless, if it's two clerks sharing the role now or a new clerk, it's still a position being filled as clerk of the county courts which statute provides will be paid out of the County Treasury. Mr. Kessler went over court orders from the judges paying the clerks extra money out of court funds. Judge Berhalter said those orders were put on justifying their ability to pay them from supplemental funds. Judge Costine said the orders have to be put on so payment can be made. At the time there were budget crunches forced upon all departments in the county. Judge Bill Davis was retiring at the same time. There was contemplation of eliminating one court and making it just a two court system. That did not occur. At the same time, as a way to crunch the numbers and to do the cuts that the Board of Commissioners wanted, the clerk's position for Judge Davis was split between the other two individuals as a compromise in a way for this to be handled. The courts did not do this voluntarily; they were pushed to do this. Judge Costine said that their compromise would be for the Board of Commissioners to pick up the amount that is being split between the two clerks. If a third clerk is hired it would cost more and one is not needed at this time. Ms. Blake presented spreadsheets with the salary breakdown for Probation Officers, Deputy Clerks and Clerks. The Board of Commissioners agreed to pick up the portion of the salary that was paid for six months out of the year for the three Deputy Clerks that is now coming from Special Projects. They will pay what is set on the pay scale only. Anything over and above will not be paid out of the General Fund. Judge Berhalter said it would be under the Judge's discretion if they want to continue paying the extra pay to the deputy clerks. The shared clerk position was discussed. Mrs. Favede thinks the Board of Commissioners needs to fill the third clerk position. She thought sharing a clerk was only to be temporary. Judge Davies said he would like his own clerk, but wants to wait until Mrs. Ralston retires. Judge Berhalter said there is no office space for a third clerk. The Board of Commissioners will take under advisement the matter of the third clerk. Judge Berhalter asked what could be done about the supply request. Mr. Coffland explained how the Board of Commissioners arrived at the General Fund Supply appropriation and taking what was actually spent into consideration. He said Eastern Court didn't spend any of their supply allocation in 2015. Western and Northern spent all of theirs. Ms. Blake will work with the court clerks on supply expenses to see what can be resolved. Mrs. Favede said the Board of Commissioners is asking the courts to handle payroll for the Probation Officers and Assignment Commissioners. The judges agreed. Another meeting will be set up with the Board of Commissioners and the judges to resolve remaining issues.

**IN THE MATTER OF AUTHORIZING THE
HIRING OF JEFF AZALLION AS FULL-TIME
MASTER MECHANIC/SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to hire Jeff Azallion in the position of full-time master mechanic at the hourly rate of \$18.20 for the department of Belmont County Sanitary Sewer effective 2/29/16.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:55 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:55 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd day of March, 2016.

Ginny Favede /s/

February 24, 2016

Matt Coffland /s/ COUNTY COMMISSIONERS

Mark A. Thomas /s/

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

Ginny Favede /s/ PRESIDENT

Jayne Long /s/ CLERK