

St. Clairsville, Ohio

June 11, 2014

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 ALLOWANCE OF BILLS**  
**AS CERTIFIED IN THE AUDITOR'S OFFICE**

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Fax line-Magistrate/General Fund	185.78
A-AT&T	Telephone-Public Defender/General Fund	171.86
A-Belmont Co. Soil & Water Conservation District	2014 Annual Allocation/General Fund	75,200.00
A-Cynthia McGee	Secretary Notary Fee-Clerk of Courts/General Fund	10.00
A-CPIM State Treasurer of Ohio	CPIM Certification 2014-Treasurer/General Fund	100.00
A-Crystal Springs	Water-Treasurer/General Fund	36.83
A-Digital Data Communication, Inc.	New computers for staff-Commissioners/General Fund	5,643.41
A-Draft-Co., Inc.	Map conversion-GIS Projects/General Fund	711.07
A-Draft-Co., Inc.	Web hosting-GID Projects/General Fund	500.00
A-McGhee Office Supply	Office furniture-Treasurer/General Fund	1,004.75
A-Micro Maid Office Systems	Copier maintenance-Recorder/General Fund	75.98
A-Modern Reproductions	Mylar Prints-Recorder/General Fund	100.85
A-Ohio Chief Probation Officers Association	Training fee for John Gossett/General Fund	175.00
A-Treasurer of State of Ohio	Audit Fees-Auditor/General Fund	24,012.10
A-Verizon Wireless	Cell plan-Adult Probation/General Fund	320.57
A-Veterans Service Commission	Salaries/General Fund	5,025.00
A-Window Fashions By Beth	Window furnishings-Treasurer/General Fund	3,883.00
B-Things Remembered	Ohio Assist. Perm. Dog Tag #8/Dog Kennel Fund	30.02
E-Emergitech	911 upgrades/911 Fund	2,849.00
N-Motorola Solutions, Inc.	Radio upgrade project/911 System Upgrade Levy Fund	25,400.00
P-American Electric Power	Services/WWS#3 Revenue Fund	31,200.73
P-Tri-County Authority	Purchased water/WWS#3 Revenue Fund	1,040.88
P-Yorkville Bd. Of Trustees of Public Affairs	Sewage disposal/SSD#3B Deep Run Fund	513.29
S-AT&T Communications	Office phones/Port Authority Fund	129.03
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	51.17
S-Dave Yost/Auditor of State	Audit/Port Authority Fund	758.50
S-Eastern Division Court	Monthly service charge/Eastern Ct. General Special Projects Fund	188.17
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Lowe's Companies, Inc.	Supplies/District Detention Home Fund	165.9
S-McGhee	Supplies/Northern Ct. General Special Projects Fund	207.00
S-Relias Learning, LLC	Online training/District Detention Home Fund	2,730.00
S-Riesbeck's Food Markets, Inc.	Food-April/District Detention Home Fund	1,293.15
S-TSG	Computers/Western Div. Ct. Computer Fund	7,773.44
W-Matthew Bender & Co.	Books/Law Library Fund	332.33
W-Pamela S. Bowman	Reimburse travel expenses/Prosecutor Victim Program Fund	129.43
Y-Belmont Co. Recorder	June lien releases/Tax Certificate Admn Fund	160.00

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for June 11, 2014 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$24,547.73; \$93,157.46; \$15,686.17; \$2,020.11
A-GENERAL/AUDITOR	\$646.93
A-GENERAL/EMA	\$1,846.96
A-GENERAL/JUVENILE COURT	\$89.52; \$70.00; \$1,641.36; \$1,422.39
A-GENERAL/PROBATE COURT	\$454.95; \$619.80
A-GENERAL/SHERIFF	\$50,167.25
A-GENERAL/911	\$48,021.14
B-Dog Kennel	\$1,812.47
H-Job & Family, Public Assistance	\$36,677.13; \$26,981.79; \$11,010.68; \$10,177.25; \$41,977.00
H-Job & Family, WIA	\$5,560.00; \$14,778.68; \$18,250.00
K-Engineer MVGT	\$5,458.46; \$30,547.51; \$5,568.74
M-Juvenile Ct. – Intake Coordinator	\$860.00
M-Juvenile Ct. – Placement Services	\$15,540.00
M-Juvenile Ct. – Title IV-E Reimb.	\$1,499.19
P-Oakview Admn Building	\$2,407.75
P-Sanitary Sewer District	\$8,377.67; \$6,831.56; \$15,227.25; \$22,296.79; \$5,014.81; \$1,023.13; \$13,802.83; \$6,299.99
S-District Detention Home	\$9,541.011; \$1,267.93
S-Job & Family, Children Services	\$30,215.52
S-Juvenile Ct. Computer Fund	\$119.90
S-Oakview Juvenile Residential Center	\$6,727.22
S-Probate Court Computer	\$1,165.73
S-Senior Services	\$27,446.25
S-Western Div. Ct. General Special Projects	\$1,604.20

T-Sanitary Sewer District \$402.74  
 U-Sheriff's Reserve Account \$136.44

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

FROM	TO	AMOUNT
E-0081-A002-D13.000 Guardianship Prob. Invest.	E-0081-A002-D02.002 Salaries	\$7,000.00
E-0257-A017-A00.000 Contingencies	E-0064-A002-A06.000 Transcripts	\$50,000.00

**O11 MT. VICTORY BOND RETIREMENT FUND**

FROM	TO	AMOUNT
E-9311-O011-O02.051 Interest Pymts	E-9311-O011-O01.050 Principal Loan Pymts	\$45,073.36

**BCSSD/VARIOUS**

FROM	TO	AMOUNT
E-3701-P003-P17.002 Salaries	E-3701-P003-P25.000 Purchased Water	\$31,000.00
E-3701-P003-P21.000 Materials	E-3701-P003-P23.011 Services	\$2,000.00
E-3701-P003-P21.000 Materials	E-3701-P003-P22.000 Repairs	\$4,400.00
E-3702-P005-P23.011 Services	E-3702-P005-P25.000 Purchased Water	\$50,000.00
E-3702-P005-P23.011 Services	E-3702-P005-P22.000 Repairs	\$10,450.00
E-3704-P051-P07.011 Services	E-3704-P051-P06.000 Repairs	\$1,700.00
E-3705-P053-P07.011 Services	E-3705-P053-P05.000 Materials	\$20,000.00
E-3705-P053-P07.011 Services	E-3705-P053-P06.000 Repairs	\$1,700.00
E-3706-P055-P07.011 Services	E-3706-P055-P06.000 Repairs	\$290.00
E-3707-P056-P07.011 Services	E-3707-P056-P06.000 Repairs	\$100.00

**S30 OAKVIEW JUVENILE REHABILITATION FUND**

FROM	TO	AMOUNT
E-8010-S30-S64.004 Workers Comp	E-8010-S30-S65.000 Indirect Costs	\$3,254.16
E-8010-S30-S67.004 Workers Comp	E-8010-S30-S60.000 Maintenance	\$2,800.00
E-8010-S30-S67.004 Workers Comp	E-8010-S30-S59.000 Fuel/Utilities	\$8,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

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

**T10 WATER & SEWER GUARANTEE DEPOSIT FUND TO VARIOUS FUNDS**

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$106.43
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$835.16
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$208.51
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$29.67
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$199.57

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION**

**CHARGEBACKS-MAY AND JUNE, 2014**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for May and June, 2014.

FROM	TO	AMOUNT
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y01.500	6,651.61
E-0181-A003-A11.000 BD OF ELECTIONS	R-9891-Y091-Y01.500	19,502.86
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006 DETENTION HOME	R-9891-Y091-Y01.500	31,129.00
E-1210-S078-S14.006 COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000 REAL ESTATE	R-9891-Y091-Y01.500	6,021.20
E-1410-W082-T07.006 DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006 PROS-VICTIM	R-9891-Y091-Y01.500	2,180.98
E-1520-S077-S04.006 CORRECTIONS ACT	R-9891-Y091-Y01.500	3,271.46
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y01.500	847.20
E-1600-B000-B13.006 D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y01.500	2,576.76
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y01.500	847.20
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y01.500	1,694.40
E-2410-S066-S80.000 MENTAL RETARDATION	R-9891-Y091-Y01.500	95,981.02
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y01.500	128,245.67

E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,290.62
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,180.98
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	1,354.26
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	37,109.38
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	13,857.34
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	4,361.96
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	55,598.30
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,346.01
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	0.00
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	1,189.95
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	18,655.66
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	<b>WATER DEPARTMENT</b>		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,736.05
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	21,006.76
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	4,367.08
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	6,604.71
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	730.82
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	273.19
	<b>COUNTY HEALTH</b>		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	15,319.73
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	0.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	395.00
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	508.00
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	0.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	Healthy Homes	R-9891-Y091-Y01.500	0.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
E-2230-F082-F01.002	Personal Responsibility Ed Prog	R-9891-Y091-Y01.500	0.00
	<b>Juv Court/Grants</b>		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	3,028.18
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	4,361.96
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	4,361.96
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	847.20
	<b>TOTALS</b>		<b>525,434.46</b>

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 THE  
WAIVED HOSPITALIZATION CHARGEBACKS FOR  
THE MONTHS OF MARCH, APRIL & MAY, 2014**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of March, April & May, 2014.

<b>FROM</b>		<b>TO</b>	
<b>E-0256-A014-A08.006</b>	<b>GENERAL</b>	<b>R-9891-Y091-Y03.500</b>	<b>7,083.33</b>
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	500.00
E-5005-S070-S06.006	BCDJFS SENIOR PROGRAM	R-9891-Y091-Y03.500	2,000.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	266.75
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	633.06
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	155.82
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	157.89
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	26.58
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	9.90
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	750.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	500.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	250.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	250.00
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	0.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	750.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,000.00

E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,000.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,000.00
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,083.33
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	0.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	250.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
		<b>TOTAL</b>	<b>21,666.66</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE OF FUNDS FOR THE S12 BELMONT COUNTY PORT AUTHORITY FUND**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following **CASH ADVANCE OF FUNDS** for the S12 Belmont County Port Authority Fund from the General Fund. These funds will be used for the purpose of establishing electrical service to and for additional professional services, including but not limited to, the design and surveying of roads and other property located within the Eastern Ohio Regional Industrial Park. This Cash Advance will be repaid by the Belmont County Port Authority no later than September 30, 2014.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A017-A00.000 Contingencies	R-9799-S012-S05.575 Advances In	\$50,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Coffland, seconded by Mr. Thomas 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:

**\*\*JUNE 3, 2014\*\***

**N29 CAPITAL PROJECTS-FACILITIES FUND**

E-9029-N029-N02.055	Courthouse Bldg. Repair	\$19,516.00
<i>Needed for new heat pump for Juvenile Court area and for additional Common Pleas Court renovations.</i>		
E-9029-N029-N04.055	Other Expenses	\$15,000.00
<i>Needed for security upgrades to the Prosecutor's Office.</i>		

**\*\*JUNE 11, 2014\*\***

**O12 NEFFS BOND RETIREMENT FUND**

E-9312-O012-O01.050	Principal Loan Payment	\$36,587.19
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**S12 BELMONT COUNTY PORT AUTHORITY FUND**

E-9799-S012-S21.000	Armory Property	\$ 6,880.86
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**S76 SMART OHIO PILOT GRANT FUND**

E-1519-S076-S05.011	Contract-Services	\$50,000.00
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**W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM**

E-1511-W080-P01.002	Salary	\$ 255.00
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Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	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** – Lisa Fijalkowski, Joyce Bosold and Annette Witchey to travel to Marietta, OH, on July 1, 2014, to attend Quarterly Fraud Control Meeting. Estimated expenses: \$36.00

**SENIOR SERVICES** – Daisy Braun and seniors to travel to Wheeling, WV on June 24, 2014, for a Senior Center outing. Donna Steadman and seniors to travel to Moundsville, WV, on June 10, 2014, Sugar Creek, OH, on June 20, 2014, and Wheeling, WV, on June 24, 2014, for Senior Center outings.

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 Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 30, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SETTING THE TIME, DATE AND PLACE OF THE ANNUAL BELMONT COUNTY AUCTION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to hold the annual Belmont County Auction at 9:00 a.m., Saturday, June 28, 2014, in the Perkins Swine Building located at the Belmont County Fairgrounds, 45420 Roscoe Rd., St. Clairsville, Ohio.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH YOUNGBLOOD PAVING, INC./ENGINEER PROJECT 14-2 APPLYING LIQUID BITUMINOUS MATERIAL FOR DUST CONTROL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into contract with Youngblood Paving, Inc., on behalf of the Belmont County Engineer, in the amount of \$194,654.50 for **Project 14-2 Applying Liquid Bituminous Material** for dust control, based upon the recommendation of Fred Bennett, County Engineer.

*Note: 100% funded by MVGT*

**CONTRACT WITH THE BELMONT COUNTY COMMISSIONERS  
PROJECT 14-2 APPLYING LIQUID BITUMINOUS MATERIAL**

**AUDITOR'S OFFICE, BELMONT COUNTY, OHIO**

THIS CONTRACT, made and entered into this 11th day of June, 2014 between the **YOUNGBLOOD PAVING, INC.**, 2516 State Route 18, Wampum, PA 16157; and Mark A. Thomas, Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that the said **YOUNGBLOOD PAVING, INC.** hereby agrees to furnish 35,500 gallons of MC-70 and 24,000 gallons of MC-3000 (Liquid Asphalt) for dust control, furnished and applied on roadway, at the rate of 0.25 gallons per square yard or as directed by the County Engineer.

The completion date for this project shall be July 31, 2014.

All work, materials and equipment shall meet the State of Ohio, Department of Transportation Construction and Material Specifications latest edition.

QUANTITY	DESCRIPTION	UNIT BID PRICE	TOTAL BID AMOUNT
35,500 GALLONS	MC-70	\$3.355	\$119,102.50
24,000 GALLONS	MC-3000	\$3.148	\$75,552.00
			\$194,654.50

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

**BELMONT COUNTY COMMISSIONERS**

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

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

**YOUNGBLOOD PAVING, INC.**

BY: L. J. Youngblood /s/

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY, INC./SMEAL PAD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy, Inc. for the use of 5.26 miles of Boston Road (County Road 128) for the purpose of ingress and egress for drilling activity at the Smeal Pad.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St. • Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Gulfport Energy Corporation, whose address is 14313 North May Avenue, Suite 100, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

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

**WHEREAS**, Operator intends to commence use of 5.26 miles of CR 128, Boston Road for the purpose of ingress to and egress from the Smeal pad for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Smeal pad (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 128, Boston Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 379 and then south to the intersection with TR 19, Ed Miller Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 128, Boston Road for any of its Drilling Activities hereunder.
2. ~~The portion of CR/TR ( ), to be utilized by Operator hereunder, is that exclusive portion beginning at \_\_\_\_\_ wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR for any of its Drilling Activities hereunder.~~
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of    N/A & 00/100 DOLLARS (\$    N/A .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
  - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on June 11, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/

Commissioner

By: Mark A. Thomas /s/

Commissioner

By: Ginny Favede /s/

Commissioner

By: Fred F. Bennett /s/

Fred Bennett, County Engineer

Dated: 06/11/14

**Operator**

By: Doug Shrantz /s/

Printed name: Doug Schrantz

Company Name: Gulfport Energy Corporation

Title: Director of Infrastructure

Dated: 5/27/14

Approved as to Form:

David K. Liberati /s/ (Assistant)

County Prosecutor

**Appendix A**

Operator shall:

The major portion of this road has been upgraded already by the operator. The rest of the road will be upgraded in the near future.

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE AGREEMENT  
AND NOTICE TO PROCEED FOR LAYNE HEAVY CIVIL FOR CONTRACT  
NO. 1-RADIAL COLLECTOR WELL REHABILITATION/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Agreement and Notice To Proceed for Layne Heavy Civil for **Contract No. 1-Radial Collector Well Rehabilitation** project in the amount of \$189,899.00, effective June 11, 2014, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District and Jeff Vaughn, Project Engineer.

**AGREEMENT**

This Agreement is dated as of the 11th day of June in the year 2014, by and between the **Belmont County Commission** hereinafter called Owner, and **Layne Heavy Civil**, hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

Contractor shall complete all work as specified or indicated in the Contract Documents.

The work is generally described as follows:

**CONTRACT NO. 1  
RADIAL COLLECTOR WELL REHABILITATION**

**ARTICLE 2 - ENGINEER**

The Project has been designed by Vaughn, Coast & Vaughn, 154 s. Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIME**

- 3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions and the Notice to Proceed.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars (\$500.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

**ARTICLE 4 - CONTRACT PRICE**

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

One hundred eighty-nine thousand, eight hundred ninety-nine dollars and no cents

Written

\$ 189,899.00

Numeric

**ARTICLE 5 - PAYMENT PROCEDURES**

5.1 Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be reviewed and processed by Engineer, submitted to the Owner for final approval prior to any payment being processed.

**ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 6.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 6.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.4 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

**ARTICLE 7 - CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 Advertisement for Bids
- 7.2 This Agreement, pages 00500-1 to 00500-5, inclusive.
- 7.3 Ohio Guaranty Bonds, identified as exhibit 00605.
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions, pages 1 to 63, inclusive.
- 7.7 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.
- 7.8 Specifications bearing the title:

**Belmont County Commission  
Belmont County Sanitary Sewer District  
Radial Collection Well Rehabilitation**

- 7.9 Drawings, consisting of sheets numbered 0 inclusive with each sheet bearing the following general title:

**Belmont County Commission  
Belmont Country Sanitary Sewer District  
Radial Collection Well Rehabilitation**

- 7.10 Addenda Number 0, inclusive.
  - 7.11 Contractor's Bid, Proposal with attachments
  - 7.12 Documentation submitted by Contractor prior to Notice of Award, pages - to -, inclusive.
  - 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.
- There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

**ARTICLE 8 - MISCELLANEOUS**

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**ARTICLE 10 - OTHER PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have signed three copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on June 11, 2014.

OWNER: Belmont County Commission  
 BY: Matt Coffland /s/  
 BY: Mark Thomas /s/  
 BY: Ginny Favede /s/  
 (Corporate Seal)  
 ATTEST: Bonnie Zuzak /s/

CONTRACTOR: Layne Heavy Civil  
 BY: (?) /s/  
 District Manager  
  
 (Corporate Seal)  
 ATTEST: (?) /s/  
 Senior Engineer

Address for giving notices:  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

Address for giving notices:  
6360 Hunter Rd.  
Columbus, OH 43229  
  
 Telephone No. 614-888-6263  
 FAX No. 614-888-9208  
 License No. \_\_\_\_\_  
 Agent for service of process: \_\_\_\_\_

Approved as to form:  
David K. Liberati /s/  
 Belmont Co. Prosecutor  
 Assistant

**NOTICE TO PROCEED**

Date: June 11, 2014  
 Project: Radial Collector Well Rehabilitation

Layne Heavy Civil  
6360 Huntley Road  
Columbus, OH 43229  
 You are hereby notified to commence work in accordance with the Agreement dated June 11, 2014 on or before June 23, 2014, and fully complete the Work within **75 consecutive calendar days**. The date of completion of all Work is therefore **September 5, 2014**.

Belmont County Commission  
 Owner  
 By: Matt Coffland /s/  
Mark A. Thomas /s/  
Ginny Favede /s/

Acceptance of Notice  
 Receipt of the above Notice to Proceed is hereby acknowledged by  
Layne Heavy Civil  
 This the \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_



Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A RENEWAL OF THE CONTRACT WITH THE CAC OF BELMONT COUNTY ON BEHALF OF BCDJFS FOR THE HELP ME GROW PROGRAM (EARLY INTERVENTION COMPONENT, PART C)**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a renewal of the contract with the Community Action Commission of Belmont County, on behalf of the Belmont County Department of Job and Family Services, for the **Help Me Grow Program (Early Intervention Component, Part C)**, effective July 1, 2014 through June 30, 2015, in the maximum amount of \$79,959.00.

*Note: This program targets, infants and toddlers, birth through two years of age.*

**HELP ME GROW PROGRAM CONTRACT**

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 11th. day of June, 2014, by and between the Belmont County Department of Job and Family Services (TIN 34-6000236), (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County (TIN 34-0967230), hereinafter referred to as "**Provider**".

**ARTICLE I: PURPOSE**

Help Me Grow Service Coordination providers fulfill Part C of the federal Individuals with Disabilities Education Act for activities which are mandated for children eligible to receive Help Me Grow Early Intervention. Federal funds and state general funds are available to County Family and Children First Councils to be used in conjunction with local and private funds to provide early intervention program oversight as well as coordination of services for infants, toddlers and their families eligible for the program. Specific activities to be provided under this grant are described in Ohio Administrative Code 3701-8-07, 3701-8-07.1, 3701-8-10 and 37018-10.1 to include coordination of screenings, evaluations and eligibility determination; assessments of the child and family; developing, monitoring and reviewing Individualized Family Service Plans (IFSPs); and following procedural safeguards to ensure parent's rights.

**ARTICLE II: EFFECTIVE DATES**

This contract shall extend from July 1, 2014 through June 30, 2015, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

**ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS**

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$79,959 (\$49,575 Federal Funds and \$30,384 GRF Funds) unless both the **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records as needed as required to justify expenditures.
- C. **Provider** to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not used to supplant existing funds targeting the same population for the purpose described in Article I.

**ARTICLE IV: GENERAL REGULATIONS**

- A. Any work this grant including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media shall become the property of the Ohio Department of Health, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. If this grant is funded in whole or part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner, except as may otherwise be allowed under federal law. The department's ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the ODH. All materials must clearly state: This work is funded in whole or in whole or in part by a grant awarded by the Ohio Department of Health, Bureau of Children with Developmental and Special Health Needs, Help Grow Early Intervention Program and as a sub-award of a grant issued by the U. S. Department of Education under Part C of IDEA grant, grant award number [H181A1200241] and CFDA number [84.181A].
- C. **Provider** will comply with all applicable federal and state regulations rules, statutes, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- D. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- E. The **Department** may—from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council—communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

**ARTICLE V: DELIVERABLES**

During the term of this contract the **Provider** will ensure that each child in early intervention is assigned one service coordinator, who will serve the family as the service coordinator, as soon as possible after the program referral, but in enough time to complete service coordination activities in the time lines required. The **Provider** will ensure that service coordinators meet the qualifications as required in rule 3701-08-3 of the Ohio Administrative Code. The **Provider** will further ensure that it will implement a dedicated service coordinator approach which acknowledges the importance of their role and responsibilities to the family, e.g. coordinating evaluations and assessments, helping the family identify appropriate interventions, providing information to the family about financial resources and procedural safeguards, coordinating the IFSP with the child's medical home and coordinating transition. The **Provider** acknowledges that the dedicated service coordinator cannot be providing other early intervention services to a child on his/her service coordination caseload.

**ARTICLE VI: TERMINATION AND AMENDMENT**

- A. This agreement may be terminated by either party at any time by giving thirty (30) written notice via certified mail to the executive

director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.

- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

**ARTICLE VII: LIMITATION OF LIABILITY**

**Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

**ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS**

By accepting this contract and executing this Contract agreement, **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The PROVIDER'S certification of compliance with each of these conditions is considered to be a material representation of fact upon the **Department** relied in entering into this Contract agreement.

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

**ARTICLE IX: CONSTRUCTION**

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

**THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

<u>Vince Gianangeli /s/</u>	<u>6-11-14</u>
Vince Gianangeli, Director & CFO	Date
Belmont County Department of Job and Family Services	
<u>Gary F. Obloy /s/</u>	<u>6/10/14</u>
Gary F. Obloy, Executive Director	Date
CAC of Belmont County	
<u>Matt Coffland /s/</u>	<u>6/11/14</u>
Matt Coffland	Date

Belmont County Commissioner  
Ginny Favede /s/ \_\_\_\_\_ 6/11/14  
Ginny Favede Date

Belmont County Commissioner  
Mark A. Thomas /s/ \_\_\_\_\_ 6/11/14  
Mark A. Thomas Date

Belmont County Commissioner  
Approved as to form:  
David K. Liberati /s/ Assistant \_\_\_\_\_

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A RENEWAL OF THE  
CONTRACT WITH THE CAC OF BELMONT COUNTY ON BEHALF  
OF BCDJFS FOR THE HELP ME GROW PROGRAM (CENTRAL COORDINATION)**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a renewal of the contract with the Community Action Commission of Belmont County, on behalf of the Belmont County Department of Job and Family Services, for the **Help Me Grow Program (Central Coordination)**, effective July 1, 2014 through June 30, 2015, in the maximum amount of \$21,357.00.

*Note: Help Me Grow is a collaborative and integrated system of services and supports to help families create an environment conducive to growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency.*

**HELP ME GROW PROGRAM CONTRACT**

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 11th. day of June, 2014, by and between the Belmont County Department of Job and Family Services (TIN 34-6000236), (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County (TIN 34-0967230), hereinafter referred to as "**Provider**".

**ARTICLE I: PURPOSE**

Help Me Grow is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency. Help Me Grow services are delivered through a community-based flexible service mechanism, including home visits. The Ohio Department of Health (ODH) has consolidated several programs whose primary target population is infants and toddlers, birth through two years of age. Under this agreement, the Provider shall implement and provide services in accordance with the attached Subsidy Agreement by and between ODH and the Department as it relates to the Central Coordination for the Help Me Grow Program.

**ARTICLE II: EFFECTIVE DATES**

This contract shall extend from July 1, 2014 through June 30, 2015, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

**ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS**

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$21,357 unless both the **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records as needed as required to justify expenditures.
- C. **Provider** to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not used to supplant existing funds targeting the same population for the purpose described in Article I.

**ARTICLE IV: GENERAL REGULATIONS**

- A. Any work this grant including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media shall become the property of the Ohio Department of Health, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. If this grant is funded in whole or part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner, except as may otherwise be allowed under federal law. The department's ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the ODH. All materials must clearly state: This work is funded in whole or in whole or in part by a grant awarded by the Ohio Department of Health, Bureau of Children with Developmental and Special Health Needs, Help Grow Early Intervention Program and as a sub-award of a grant issued by the U. S. Department of Education under Part C of IDEA grant, grant award number [H181A1200241] and CFDA number [84.181A].
- C. **Provider** will comply with all applicable federal and state regulations rules, statutes, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- D. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- E. The **Department** may—from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council—communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

**ARTICLE V: DELIVERABLES**

During the term of this contract the **Provider** will ensure that each child in early intervention is assigned one service coordinator, who will serve the family as the service coordinator, as soon as possible after the program referral, but in enough time to complete service coordination

activities in the time lines required. The **Provider** will ensure that service coordinators meet the qualifications as required in rule 3701-08-3 of the Ohio Administrative Code. The **Provider** will further ensure that it will implement a dedicated service coordinator approach which acknowledges the importance of their role and responsibilities to the family, e.g. coordinating evaluations and assessments, helping the family identify appropriate interventions, providing information to the family about financial resources and procedural safeguards, coordinating the IFSP with the child's medical home and coordinating transition. The **Provider** acknowledges that the dedicated service coordinator cannot be providing other early intervention services to a child on his/her service coordination caseload.

#### **ARTICLE VI: TERMINATION AND AMENDMENT**

- A. This agreement may be terminated by either party at any time by giving thirty (30) written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

#### **ARTICLE VII: LIMITATION OF LIABILITY**

**Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

#### **ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS**

By accepting this contract and executing this Contract agreement, **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The PROVIDER'S certification of compliance with each of these conditions is considered to be a material representation of fact upon the **Department** relied in entering into this Contract agreement.

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

#### **ARTICLE IX: CONSTRUCTION**

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

**THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

<u>Vince Gianangeli /s/</u> Vince Gianangeli, Director & CFO Belmont County Department of Job and Family Services	<u>6-11-4</u> Date
<u>Gary F. Obloy /s/</u> Gary F. Obloy, Executive Director CAC of Belmont County	<u>6/10/14</u> Date
<u>Matt Coffland /s/</u> Matt Coffland Belmont County Commissioner	<u>6/11/4</u> Date
<u>Ginny Favede /s/</u> Ginny Favede Belmont County Commissioner	<u>6/11/14</u> Date
<u>Mark A. Thomas /s/</u> Mark A. Thomas Belmont County Commissioner	<u>6/11/14</u> Date

Approved as to form:  
David K. Liberati /s/ Assistant  
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM  
APOLLO PRO CLEANING & RESTORATION FOR CLEANING  
WINDOWS AT THE COURTHOUSE AND ANNEX I BUILDING/  
BUILDINGS AND GROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal from Apollo Pro Cleaning & Restoration in the amount of \$3,000 for professional cleaning of the interior and exterior windows of the Belmont County Courthouse and Annex I building.

APOLLO PRO CLEANING & RESTORATION

740-457-7616/ TOLL FREE: 866-276-1418/ Fax: 740-264-6778/ [ApolloProCleaning.com](http://ApolloProCleaning.com)

Belmont County Courthouse  
101 West Main Street  
St. Clairsville, OH 43950

December 5, 2013

Dear Jack,

Thank you for allowing Apollo Professional Cleaning to submit a proposal for the professional cleaning of the interior and exterior windows your facility.

Our proposal price includes all manpower, equipment and chemicals required for professionally cleaning your facility.

Apollo is a professionally run corporation. We provide quality commercial cleaning – quality you’ll notice after each and every service. And, as always, all or our work is backed by the 100% satisfaction guaranteed Apollo Promise: ***“If any service that we provide does not live up to your expectations, we’ll make it right.”***\*

Thank you again for allowing Apollo the opportunity to present this proposal.

**147 Main Street Location –**

**Interior & Exterior Window Cleaning**

**TOTAL \$3000.00 plus tax**

**101 West Main Street Location -**

**Interior & Exterior Window Cleaning**

**TOTAL \$3000.00 plus tax**

**TOTALS ALL COMBINED**

Please call Jenn at **740-264-6400** to schedule.

Thank you for your consideration,

Tara Forrest

Apollo Professional Cleaning

Office 866-276-1418

Cell 740-317-6785

[tara@apolloprocleaning.com](mailto:tara@apolloprocleaning.com)

DATE APPROVED 6/11/14

Matt Coffland /s/

Mark A. Thomas

Ginny Favede

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE APPOINTMENT  
OF BARB BALLINT TO THE BELMONT CO. TOURISM COUNCIL  
BOARD OF DIRECTORS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the appointment of Ms. Barb Ballint of Martins Ferry to the Belmont County Tourism Council Board of Directors effective immediately through February 21, 2017 to fill the unexpired term of William Kasko, based upon the recommendation of the Tourism Council Board.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR REQUEST FOR  
QUALIFICATIONS FOR ARCHITECTURAL SERVICES FOR  
CONSTRUCTION OF A NEW SENIOR SERVICES OF BELMONT  
CO. COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for **Request for Qualifications** for architectural services for construction of a new Senior Services of Belmont County Community Building in St. Clairsville, Ohio.

**REQUEST FOR QUALIFICATIONS  
FOR ARCHITECTURAL SERVICES**

The Board of County Commissioners, Belmont County, Ohio, intends to contract for architectural services for construction of a new Senior Services of Belmont County Community Building. Architectural firms interested in being considered for a contract to provide the required services should reply with a statement of qualifications no later than **10:00 a.m.** on the **9<sup>th</sup> day of July, 2014.**

Statements of qualifications should include information relating to the firm as follows:

1. Competence of the firm to perform the required professional design services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services. Also, any examples of specific knowledge, expertise and project management related to this type of work.
2. The ability of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design services competently and expeditiously, also clearly identifying any sub-consultants/contractors, if proposed, with similar information.
3. Past performance of the firm as reflected by the evaluations of previous clients with respect to such factors as control of costs, quality of work, and meeting of deadlines.
4. The firm's familiarity with local government procurement, and bidding requirements.
5. A brief project understanding description, including any concerns regarding permits, schedules, site, etc.
6. Demonstrated experience with the design and construction of commercial kitchens for large scale production.

Statements of qualifications should be sent to:

Belmont County Board of Commissioners  
 c/o Jayne Long, Clerk  
 101 W. Main Street  
 St. Clairsville, OH 43950

**Please place one copy of your RFQ in a sealed envelope and clearly label the lower left corner "Statement of Qualifications for Architectural Services"**

As required by Ohio Revised Code, Section 153.65 et. seq., responding firms will be evaluated and ranked in order of their qualifications.

Following this evaluation Belmont County will enter into contract negotiations with the firm deemed to be the most qualified.

The project description is as follows:

Name of Project: Senior Services of Belmont County Community Building

Location: 45240 National Road St. Clairsville, OH 43950

Description: The goal of this project is to supply Senior Services of Belmont County, and county residents a community based facility that affords the department adequate means for the facilitation of services and to grow to support the mission of maintaining independency and dignity for the seniors of Belmont County.

This would include an industrial kitchen that is appropriately suited for serving in excess of 1,000 meals daily, which provides nutritional guidance and education to seniors across the county. This facility would also include office locations for administrative facilitation and managerial oversight for all services provided by the department.

The facility would have an ideal square footage of 12-13,000 square feet with a first floor and basement, and be completely accessible.

Specialty designs to meet the growing needs of seniors will be accounted for throughout the design.

Project Schedule: The desire is to have the project construction completed within six to eight months.

**TL Advertisement: Two (2) Tuesdays, June 17 and 24, 2014.**

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Richard Hord asked for clarification on the community room for the Senior Services. Mr. Coffland said it is going to be a kitchen, offices and possibly a community room. The Board is are going to reach out to the Seniors for their input. Mrs. Favede said it will be located on National Road between the existing Oakview Residential Juvenile building and the Oakview building that houses Senior Services currently. Mrs. Favede said other locations were looked at. If they were to build at the Hab Center it would need torn down first. The money has been set aside for this project for quite some time. Richard Hord asked if there was a possibility that the Board might be appointing a senior services advisory committee. Mr. Coffland replied no as of right now.

Mr. Hord asked if any possibility of hiring a county executive or county administrator. Mr. Thomas replied not at this time.

Mr. Hord asked about the procedure for board appointments. He said he has applied and has never been interviewed. He said it appears that they are pre-selected. He used the Tourism Board as an example. Mr. Thomas said the Tourism Board operates separately under code. They don't answer to the Board of Commissioners. Tourism gets their funding from the hotel/bed tax. Richard Hord asked about other openings. Mrs. Favede said in the five years since she has been here the Board has never interviewed anyone for a board appointment. She said in her first year in office, the Board committed to making public announcements when there is an opening. She said the Board has no control over the recommendations that are made.

Mike Bianconi said he saw that the Board rescinded and reappointed some new people last week. He wanted to know why Mrs. Favede abstained from the vote. Mrs. Favede said she was following Robert's Rules of Order and tried to do it under the same day's action. She said she was not at the work session when the appointments were discussed and does not feel she can make an educated decision on why people were taken off and replaced.

Jill Hunkler invited the Commissioners to the Town Hall meeting in Barnesville regarding EnerGreen. She read an email from May 24, 2014, from Mr. Thomas to the Port Authority Board. Ms. Hunkler said in all contacts with you, you are stating it is not a commissioners' issue and you have no influence over the Port Authority. You said once the contract is signed than it becomes a commissioners' issue. She read what Lea Harper of the Freshwater Accountability wrote to the Board of Commissioners. Ms. Harper wrote that after a review of public records provided by Commissioner Thomas, Commissioner Thomas should excuse himself from any aspects of this issue since record show his law firm has been involved with attorneys from EnerGreen. Mr. Thomas said he does not represent EnerGreen but he did send the email to the Port Authority. He told the (Port Authority) Board to vote but not how to vote, just that it needed decided. Since Barnesville has held the meeting his opinion has changed. He thinks the Port Authority Board is charged with going back to the table and doing something with their decision. Mr. Thomas said the Port Authority Board made the right move in his mind to table the decision for now. He said he doesn't know that the Port Authority Board was fully and completely informed. He said, "As of today, unless something makes me more comfortable, I join my colleagues as being against this project." Mr. Coffland said he has attended the Port Authority meetings for the last two years. He said Commissioner Thomas was the attorney for the Port Authority when he was not a commissioner. He is no longer the legal representation for the Port Authority.

**9:30 Subdivision Hearing –Final Plat for Three West Subdivision**

Present for the hearing were Engineer Fred Bennett and Ruth Graham, Engineer's Drafting Technician. Ruth presented two plats and said they were identical. She presented maps showing proposed Survivor's Road going in as a private road and two lots. They have Health Department and Trustees approval. The property is in two different townships near the WWVA towers.



16. Auctioneer will return unsold consigned items to Owner or make such items available to Owner for pickup within fifteen days from date of Auction.

17. **Binding Arbitration:** The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim, or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in \_\_\_\_\_ County, Ohio, unless otherwise mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator with ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the third arbitrator’s expenses and the administrative fees of arbitration.

18. The undersigned hereby acknowledge receipt of a copy of this agreement.

19. This contract is made in compliance with the Ohio Auction Law and the Bulk Transfer requirements of the Uniform Commercial Code and is a true and complete statement of all creditors and amounts and all other business names and addresses used.

20. Additional terms: The county pays all advertising. Auctioneer places ads – arrange & lot item, notarize all titles, pays for website.

Auctioneer is licensed by the Ohio Department of Agriculture. Any person aggrieved as a result of the licensee’s actions may initiate a claim against the Auction Recovery Fund created in Section 4707.25 of the Ohio Revised Code.

David Jones CAI /s/

**Auctioneer**

740-391-3710

**Phone**

**E-mail address**

Ginny Favede /s/

Signature of Transferor (Owner)

Matt Coffland /s/

Signature of Transferor (Owner)

Mark A. Thomas /s/

Address

101 West Main St. St. Clairsville, OH

Phone Number

740-699-2155

E-mail or Other

**DAVID JONES AUCTIONEER**

*Since 1964*

400 East High Street • P.O. Box 467 • Flusing, OH 43977

Phone: (740) 968-3710 • Fax: (740) 968-3690

Cell: (740) 391-3710

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM CONTINUED** - Pete Bendo asked if any thought was given to his question last week about opening the meeting with a prayer. Mr. Coffland said he has not.

Pete Bendo asked when Mr. Thomas removed himself as the Port Authority attorney. Mr. Thomas said December 5<sup>th</sup> or 9<sup>th</sup>, something like that. Jill Hunkler asked if he made the contract with EnerGreen. Mr. Thomas said no. He said he offered comments and looked at the contract as did the other Port Authority Board members.

**IN THE MATTER OF CASH ADVANCE OF FUNDS FOR THE S12 BELMONT COUNTY PORT AUTHORITY FUND**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following **CASH ADVANCE OF FUNDS** for the S12 Belmont County Port Authority Fund from the General Fund. These funds will be used for the purpose of establishing electrical service to and for additional professional services, including but not limited to, the design and surveying of roads and other property located within the Eastern Ohio Regional Industrial Park. This Cash Advance will be repaid by the Belmont County Port Authority no later than September 30, 2014.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A017-A00.000 Contingencies	R-9799-S012-S05.575 Advances In	\$50,000.00

Upon roll call the vote was as follows:

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

**DISCUSSION RE: PORT AUTHORITY AND EORIP** – Mr. Thomas explained the matter (above cash advance) was discussed at the last Port Authority Board meeting. The Port Authority received a letter from American Electric Power relative to their estimate to run electrical service up a portion of the roadway into the park. That sum is \$22,920.24. The request came from Port Authority Director Larry Merry during the Monday work session. He said this cash advance is to be re-paid within 90 days. Mrs. Favede explained her reasoning for abstaining. She stated, “I do not want to appear that I am against development of the Industrial Park. The truth of the matter is, we’re still dealing with the possibility of a fracking waste site at that Industrial Park and I have made it clear that I don’t support fracking waste in Belmont County and I cannot in good faith provide money to the Industrial Park without a binding agreement that prohibits EnerGreen or any other fracking waste in that Industrial Park.”

Mr. Thomas stated, “I will note for the record this has nothing to do with the EnerGreen project. This has everything to do with continued infrastructure expansion to the park; water, sewer. You will not have any tenants purchasing any property in that park without electricity. That’s the sole intent of the motion and I respect your opinion; I just don’t understand it.”

Mr. Thomas said that this is a trunk line that will feed the entire park when it is developed. This is not just for a prospective purchaser of property. He said you can have no development if you don’t have the infrastructure. He noted this has nothing to do with fracking or EnerGreen.

Barnesville resident Jill Hunkler said one of the things residents are asking city council to do is to halt any more allocation of funds for the sewer or water line for the industrial park. They made a vote last week and didn’t agree to that. She said, “As far as we’re concerned, if the city council truly opposes and if the Commissioners truly oppose this project, then that’s the only weight or muscle that we have to stop this from happening; if you really have no control over the Port Authority.” Mr. Coffland said, “I think they kind of made it pretty clear at the meeting the other day that you attended over here, where that project was going. And to continue to hold up other industry from coming is ridiculous. They (Port Authority Board) are studying it; the board will make a decision, but you got the word from quite a few members on that board that this project is dead.” Mrs. Hunkler questioned if he really believed that. Mr. Coffland said other projects have been turned down. This isn’t the first one. He stated, “The Port Authority Director’s job is to bring projects to their board. This is just another project, as he did with the injection well. He brought it and it was turned down.” Mrs. Hunkler again stated her position on a way the Commissioners could state their opposition to the Port Authority by not giving them any more money until there was a binding contract that says the EnerGreen project is abandoned. She did not want to wait until September 1 and wants it to be resolved.



Mr. Thomas said, "The county has a prospective buyer for I think it's 10 acres in the park. So you're saying reject all development?" Mrs. Hunkler answered, "If it has to be until September 1<sup>st</sup>, yes, or get the Port Authority to agree to re-vote. Can they re-vote again?" She was told yes and that they actually tabled that project to do more investigation. It will be brought back up for another vote.

Mr. Thomas said, "I will go on the record, as I have, that one of our jobs here is to facilitate in any way we can, facilitate economic development. Government doesn't create jobs. Government sets the table for a private industry to create jobs. So what we're charged with here, the Department of Development/CIC, the Port Authority and anybody else that's working on economic development, is to create the base to which people can come in, purchase real estate, lease real estate, build buildings, create, expand their businesses, and create an improve on the job situation in Ohio. We simply now just made a motion that would put a trunk line of electricity three quarters of the way up that road to allow this prospective purchaser to put his business up there so he can expand it, create few more jobs and expand down the road. I am on record saying I'm not going to do anything to deter development."

Mrs. Favede noted in Fox Commerce Park there are restrictive covenants/deed restrictions and asked could those not be created for the EORIP to prohibit certain activity within and then we could move forward with the development. Mr. Thomas said he agreed and had emailed the Port Authority recently and said at some point the board needs to meet to develop a Master Plan for the park. He said part of the \$50,000.00 advance is to hire professionals to do just that. Mrs. Favede said when it comes to infrastructure and the necessary money for development, it comes back to this board. In order for us to move forward in good faith and put taxpayer dollars in there, she asked that we address a covenant for the park, noting the CIC's covenant is for Fox Commerce. It details exactly how many jobs have to be created before you are allowed to purchase property within that park.

Mr. Coffland explained that at the eastern part of Barnesville, the old Bob's Chevrolet property, there was nothing out there and we worked to put sewage in. He asked people to go look at what simply running a sewer line has done to that part of Belmont County. Water and electric was in place, but no sewage. We were able to put sewage to 60 acres that is now completely full of new businesses.

Mr. Coffland also noted the cuttings have to go somewhere as part of the drilling process. Other counties are making money on this. He said we have to figure out what to do with it because right now we have 12 to 16 wells. He asked what happens when we get to 1,000 wells. Mr. Coffland said it's not going to be put on government property, but probably very well put in your neighbor's property where there are no regulations. Mrs. Hunkler asked if a motion would be made to put the stipulations in. Mr. Thomas said it would be part of our dialogue with the Port Authority and their review of any proposed design within the park that they would want to share with us. He said it would be a suggestion from the commissioners to create many restrictive covenants, not just ones that effect environmental issues. The Fox Commerce Park has 20 to 25 restrictive covenants in it. Mrs. Favede said Mr. Coffland was right when he said it is "going to go somewhere" and at some point that is where the state has to step in. She said Ohio is lax in all laws regarding this particular industry and we have to figure out how progress runs simultaneously with safety for the residents. Mr. Favede concluded, "We do not have adequate laws to address the progress that we are seeing and we do not want to derail the progress because it's welcomed, but we want to monitor the safety and precaution on behalf of the citizens." She noted we don't have that power here.

#### **9:45 Colin Peck, Rice Energy**

Mr. Coffland stated Rice Energy has presented the Board with another lease for 424.6835 acres of county property at \$8,200.00 per net mineral acre and 20% royalties. At this time the following action was taken:

#### **IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH RICE DRILLING D, LLC**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into an Oil and Gas Lease with Rice Drilling D LLC, effective June 11, 2014, in the amount of \$8,200.00 per net mineral acre for 424.6835 gross acres for a five-year term with a five-year option to renew and 20% royalty.

#### **PAID-UP OIL AND GAS LEASE**

**Lease Date: June 11, 2014**

This is an oil and gas lease (the "Lease") made this 11th day of June, 2014, between **The County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners**, herein called "Lessor" (collectively if there is more than one) whose address is **101 West Main Street, St. Clairsville, OH 43950**, and Rice Drilling D LLC, hereinafter called "Lessee", whose address is 171 Hillpointe Drive, Suite 301, Canonsburg, PA 15317 .

#### **ARTICLE I. GRANT OF LEASE**

Lessor, in consideration of the payments described herein and the covenants and agreements hereafter contained, hereby leases and lets exclusively to the Lessee all the oil, gas, minerals and their constituents (not including coal) underlying the land described below for the sole purpose of exploring for, drilling, operating, producing and gathering the oil, gas, casinghead gasoline and all other gases and their respective vapors, liquid or gaseous hydrocarbons produced in association therewith other than as reserved unto Lessor below (herein called "Leased Products"). Together with such exclusive rights as may be necessary or convenient for the Lessee to explore for, develop, produce, measure, and market production from the Leasehold and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct geophysical and other exploration tests; to drill (either vertically, horizontally, or directionally), maintain, operate, treat, vent, dewater, cease to operate, plug, abandon, and remove wells; to stimulate or fracture all seams or other strata or formations; to use or install roads, electric power, telephone facilities (including data acquisition), compression facilities and collection facilities for use in the production, transportation and marketing of products from the Leasehold and from neighboring lands across the Leasehold, and such rights shall survive the term of this agreement for so long thereafter as operations are continued; to use oil and gas free of cost, to operate, maintain, repair, store, and remove material and equipment relating to the operations. Lessor shall not be responsible for any costs with respect to Lessee's Operations. Lessee is prohibited from performing any activity on the Leased Premises which is not expressly permitted pursuant to the terms and conditions of the Lease.

**Description of the Land Included in the Lease:** The oil, gas, mineral interests and land included in this Lease (herein called the "Leased Premises") is located in the County of Belmont, State of Ohio, with a permanent parcel number (or numbers) as follows: **See attached Exhibit A.**

The Leased Premises contain **424.6835 gross acres**. A legal description of the Leased Premises is attached hereto and made a part hereof as Exhibit A,

#### **Reservations**

(a) **Lessor's Reserved Rights:** Lessor reserves all rights not specifically granted to Lessee in this Lease. Lessor specifically reserves the rights to all products contained in any formation: (1) from the surface of the Leased Premises to the top of the formation commonly known as the Marcellus Shale, (2) in any and all formations below the base of the Marcellus Shale to the top of the formation commonly known as the Utica Shale, and (3) in all formations below the base of the Utica Shale. Notwithstanding anything to the contrary, Lessee is specifically granted the right to penetrate and drill through the shallower formations in order to drill and produce the Leased Products and the Leased Premises. Lessor also reserves a right of way on all lands granted hereunder and the right to use the Leased Premises and any improvements thereon for any and all other purposes, so long as that right of way does not cause unreasonable interference with Lessee's operations or pose a safety concern to Lessee. Lessee agrees not to unreasonably interfere

with the use and enjoyment of said land by Lessor and Lessor's family, agents, employees, invitees, and guests and to comply with all other specific provisions herein relating to the use of the land.

(b) **Other Minerals Reserved:** Lessor expressly excludes from this Lease and reserves all minerals of every kind and character in, on and under the Leased Premises except the Leased Products herein defined. This includes but is not limited to all of the sulfur, coal, lignite, uranium and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances (except the Leased Products described above) presently owned by Lessor in, under, or upon the Leased Premises. Lessor also reserves rights of ingress or egress and use of the Leased Premises by Lessor or its lessees or assignees for purposes of exploration for and production and marketing of the materials and minerals reserved hereby which rights shall not unreasonably interfere with the rights of Lessee.

#### **ARTICLE II. TERM OF LEASE**

**Lease Term:** This Lease shall become effective on the date it is signed, which date will be inserted below the title of this document on page 1 (herein called the "Lease Date") and remain in force for a Primary term of five years from the Lease Date. Subject to the provisions hereinafter contained, this Lease shall be for a term of five (5) years from the Lease Date (herein called the "Primary Term") and for as long thereafter as operations are conducted on the Leasehold or as long as a well capable of production in Commercial Quantities is located on the Leasehold or on lands unitized or combined with the Leasehold, or for as long as extended by other provisions herein.

**Option to Extend the Primary Term:** Lessee is given the option to extend the Primary Term of this Lease for an additional five (5) year period. To exercise this option Lessee must notify Lessor in writing of Lessee's intent to exercise the option at least ninety (90) calendar days before the expiration of the Primary Term and Lessee must pay to Lessor, at any time prior to the termination of the Primary Term, a lease bonus for the five (5) year extension period equal to the signing bonus set forth in this Lease.

**The Lease Term shall be subject to Ohio Revised Code 307.11 as may be modified or amended.**

#### **ARTICLE III. PAYMENTS**

**Signing Bonus Payment:** Lessee agrees to pay Lessor, proportionate to Lessor's percentage of ownership, a lease signing bonus of Eight Thousand Two Hundred dollars (\$8,200.00) for each net mineral acre contained within the Leased Premises. Lessor understands that payment of the signing bonus will not be paid until title is cleared and certified title is obtained by an oil and gas attorney of Lessees choosing. **Said payment is to be made within 120 Business Days.**

In the event Lessee believes in good faith that a title defect exists for the Leased Premises then Lessee shall provide written notice to Lessor as soon as practical, but in no event later than the **120 Business Day** time for payment set forth in the Order of Payment, of the title defects which render title unacceptable to Lessee. In the event a title defect exists, Lessee shall provide a description of the title defect and any supporting documentation in its possession. Lessor shall have a 120 business day cure period from the date of receipt of written notice to cure the defect in a manner satisfactory to the Lessee. If the title defect is cured to the satisfaction of Lessee within the 120 business day cure period the bonus payment shall be paid to Lessor within 30 days following the date the title defect is cured.

**Royalty Payments:** The Lessee shall pay to Lessor Twenty percent (20%) of the proceeds received by Lessee from an unaffiliated third party purchaser in an arms length transaction at the point of sale for all of the Leased Products produced from each and every well on the Leased Premises or on lands pooled or unitized therewith (herein called the "Royalty Payment"). It is agreed between the Lessor and Lessee that, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's **proportionate** share of production (**20% for Lessor and 80% for Lessee**) so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee. Lessor agrees to accept and receive out of the production or the revenue realized from production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. So long as payment exceeds fifty dollars (\$50.00) payment of Royalty for oil, gas, other hydrocarbons and by-products marketed during any calendar month shall be on or before the 30<sup>th</sup> day after receipt of such funds by the Lessee. Each Royalty Payment shall be accompanied by a stub, schedule, summary, or remittance identifying the Lease and showing the gross amount and proceeds paid to Lessee for all Leased Products produced. All Royalty Payments shall be paid to Lessor at the address recited above Article I in this Lease or at such other address as shall be provided by Lessor to Lessee in writing.

**Shut-in Royalty Payment:** After the expiration of the Primary Term of this Lease if a well drilled on the Leased Premises or lands pooled therewith which is capable of producing gas in Commercial Quantities but the production thereof is shut-in, shut-down or suspended for lack of any available market for production for a period of time exceeding three consecutive months the Lessee shall pay a "shut-in" royalty equal to the sum of twenty five dollars (\$25.00) per net mineral acre each month until production is re-established (or Lessee surrenders the Lease). Lessee shall remit all shut-in payments to Lessor at the address provided in this Lease on or before forty-five (45) days after the third month after the date on which the well is shut-in. The payment of shut-in royalties will keep this Lease in effect after the Primary Term, however this Lease will not be kept in force solely by shut-in royalty payments for a period longer than a total of thirty six (36) months whether cumulative or not. A shut in solely due to pipeline or equipment breakage, damage or malfunction, upgrade, maintenance or safety during the drilling or completions of a new well shall not be calculated towards the three (3) year aggregate limitation on shut in, provided that Lessee exercises good faith and due diligence to correct the condition.

**Payment in Lieu of Free Gas:** In the event any well is drilled upon the Leased Premises or any portion thereof, Lessee shall pay annually to Lessor, which the well pad is located on, in lieu of any right to free gas, a sum equal to the value of three hundred fifty thousand (350,000) cubic feet of natural gas produced from each such well located on the Leased Premises up to a maximum of four wells. Said amount shall be paid in annual installments, with the value based upon the prior twelve months average gross price received by Lessee for gas sold from the Leased Premises.

#### **ARTICLE IV. POOLING AND UNITIZATION**

**Pooling and Unitization:** Subject to the limitations below, Lessee is granted the right to pool or unitize, prior to or after drilling, all or part of the land covered by this Lease with any contiguous land so as to establish a pooled unit or units (herein called "Pooled Units"). When designating Pooled Units the Lessee shall make reasonable efforts to avoid excluding small or irregular shaped portions of the Leased Premises and to form Pooled Units in the shape of a square or rectangle. Lessee shall execute in writing an instrument identifying and describing the pooled acreage being drilled for, the leases included in the Pooled Unit, the formations and depths covered by the Pooled Unit, and the substance (either oil, gas or both) and file such instrument for record in the county or counties in which the pooled land is situated prior to drilling on the Pooled Unit. The Pooled Unit shall be effective on the date of execution of the declaration of unit. Lessor shall be provided a copy of such recorded instrument, and all amendments thereto by Lessee. No Pooled Unit for any vertical well with no horizontal drilling component which includes any portion of the Leased Premises shall exceed eighty (80) contiguous acres without the written consent of Lessor. No Pooled Unit for any well that includes lateral or horizontal drilling shall exceed six hundred forty (640) acres with a ten percent (10%) tolerance without the written consent of the majority of the Lessors in the Unit unless any additional acreage added to the unit allows for further development of the unit. A majority will be determined upon the Lessors proportionate share of the total acreage owned by in the unit. Each acre, or fraction thereof, equals one vote towards consent; one acre equals one vote, 100 acres equals 100 votes. In the event the unit exceeds 640 acres with a 10% tolerance, 80% of the acreage in the unit (as measured with the one acre one vote standard as set forth above) must agree to the unit size. Without the prior written consent of all Lessors in the Unit, a unit shall not exceed 1000 acres. If a greater amount of acreage than that set forth in the designated limits provided herein is necessary to adequately develop the unit than the designated number of acres the unit may be increased. Lessee is granted the right to change the size, shape and conditions of operations or payment of any unit created so long as that change is in order for Lessee to further develop and drill the Unit. The drilling, operations in preparation for drilling, production from, or payment for Royalty or Shut-In Royalty for a well on such a unit shall have the same effect upon the terms of this Lease as if the well were located on the Leasehold. There shall be allocated to the Leased Premises included in a Pooled Unit the proportion

of the production from the Pooled Unit that the number of net mineral acres covered by the Leased Premises and included in the Pooled Unit bears to the total number of net mineral acres in such Pooled Unit; and royalties shall be paid hereunder upon that portion of such production so allocated.

**Pugh Clause:** Upon expiration of the Primary Term this Lease shall automatically terminate and be of no further force or effect as to any portions of the Leased Premises not included within any Production Unit and those formations and horizons 100 feet below the deepest depth drilled. In addition, at the end of the Primary Term or any time thereafter, whichever is applicable, this Lease shall terminate as to all depths and horizons contained in a Production Unit from which oil and gas is not capable of being produced in Commercial Quantities.

#### **ARTICLE V. WATER PROTECTION**

**Fresh Water Damage Protection:** In the event any activity carried on by the Lessee pursuant to the terms of this Lease adversely damages, disturbs, or injures the quality or quantity of Lessor's fresh water well, spring or source located on the Leased Premises, Lessee shall, at its sole cost and expense, take all reasonable steps to correct any such damage, disturbance or injury and to remediate the same to as close to pre-damage status quo as reasonably possible, with all related costs of repair and maintenance to be paid by Lessee.

**Water Testing:** Lessee shall maintain the quality and quantity of Lessor's water supply (wells, springs or other domestic water source) to be measured by testing the Lessor's supply prior to surface disturbance on the Leased Premises or on any lands pooled or unitized therewith located within a radius of 2000 feet surrounding the wellhead. All testing shall be conducted by a certified independent testing laboratory. Testing must be for the entire Prominent Indicator Parameters of chemicals and agents utilized by Lessee in its Operations and the burden shall be upon Lessee to provide evidence of all such chemicals and agents in order for the testing agent to adequately test the water. Lessee shall pay all costs of testing and Lessor shall be provided complete copies of any and all testing results and data, and shall have full rights to contact the testing lab for inquiry and information. Lessee shall cooperate with Lessor to obtain any favorable pricing extended to it by a certified testing laboratory should Lessor desire to obtain water testing outside of the testing provided for herein. Should Lessor experience a material adverse change in the quality of Lessor's water supply, during or immediately after the completion of Lessee's drilling operations; Lessee shall, within 48 hours of Lessor's written request, sample and test Lessor's water supply at Lessee's expense. Any pollution or reduction of any water supply after operations commence will be presumed to be the result of Lessee's operations unless Lessee can prove otherwise. If Lessor's water supply is polluted, reduced, or is otherwise adversely or materially affected as a result of Lessee's Operations, Lessee shall take any and all steps to restore water quality and quantity to its pre-drilling condition or fully compensate Lessor for the damage and inconvenience caused thereby. During any period of remediation, Lessee, at its sole expense, agrees to provide Lessor with an adequate supply of potable water consistent with Lessor's use of his/her water supply prior to Lessee's Operations on the Leased Premises or on lands pooled or unitized therewith.

#### **ARTICLE VI. LAND PROTECTION**

**Non-Disturbance:** Lessee and its employees and authorized agents shall not disturb, use or travel upon any of the land of Lessor other than that land being used in its operations being conducted pursuant to this Lease.

**Damages:** The Lessee shall be liable to Lessor and pay market or replacement cost for any and all damages to the Leased Premises resulting from Lessee's Operations. Damages include but are not limited to any damage to Lessor's water, growing crops, trees, livestock, fences, buildings, water springs, soil, septic systems, agricultural fields and lands and any other property connected with drilling, operating, producing, gathering, or any geophysical or exploratory work conducted by or for the Lessee. Lessee shall promptly replace any drain tile and barriers, including but not limited to, fences, gates and walls removed or damaged by the Lessee during its Operations on the Leased Premises. Whenever a Pad has been installed or later repaired on the Leased Premises, Lessee, at its sole expense, shall restore the surface of the Leased Premises as near as practicable to the condition it was in prior to such work being undertaken. Upon Completion of all planned Operations on the Leased Premises, Lessee will within three (3) months undertake restoration of the Leased Premises to reclaim the Leased Premises to as near as practicable the pre-drilling condition.

**Irrigation and Agricultural Activities:** Lessor reserves the right to initiate or continue irrigation and agricultural activities (including timbering) on the Leased Premises so long as those agricultural activities do not interfere with the limits of disturbance of Lessee and Lessee will use all reasonable efforts to accommodate Lessor's agricultural use. Subject to Lessee's prior approval and in accordance with Lessee's safety and construction standards, Lessor shall have the right to install and/or construct drainage or drain tile systems across, atop or under any pipeline installed by Lessee in a manner that does not interfere with Lessee's use of said pipelines.

**Agricultural Activities:** Lessee will plan its surface Operations in a manner that will reduce or minimize intrusion into crop fields, hay lands, pasture lands, or any other agricultural activity which is engaged in by the Lessor. In addition to the Damages Provision contained in this Lease, in the event that the Lessee needs to injure crops in order to conduct surface Operations, Lessee shall fully compensate Lessor for all damages and loss of crops at current market value so long as those crops are not located on a Well Pad (hereinafter defined) which Lessor is receiving payment for.

**Agreement as to Location of Operations:** Before Commencing Operations on the Leased Premises or any lands pooled therewith, Lessee and Lessor shall mutually agree in writing on the location and size of all well sites, pads, meters, roads, pipelines, fences, gates, buildings, electrical wires, and other equipment, supplies and facilities which Lessee wishes to locate on any portion of the Leased Premises so as to minimize disruption of Lessor's use of the Leased Premises; provided, however, that Lessor's consent shall not be unreasonably withheld or unreasonably delayed. Any wells, pads, roads, pipelines, gates, electrical wires, and other equipment, supplies and facilities Lessee locates on the Leased Premises will be maintained in good repair at all times by Lessee at its sole expense. **Notwithstanding anything to the contrary, there shall be no surface operations granted for the properties contained in this lease without the use of a separate "Surface Use Agreement", "Pipeline Right of Way Agreement" or other necessary document(s) which will be submitted to the County Commissioners for approval. While the parties understand that Lessee may be requesting said agreements, Lessor is under no obligation to enter into the same.**

**Siting/Spud Fee:** Lessee shall pay to Lessor in consideration for damage to the Leased Premises the sum of Thirty Thousand dollars (\$30,000.00) for a Well Pad located on the Leased Premises contemporaneously with Lessee disturbing any land where a pad for a horizontal well is to be located on the Leased Premises (herein called the "Pad Payment") for a well pad not to exceed five (5) acres. If any well pad exceeds five (5) acres then for each additional acre of disturbed land the Lessee shall pay Eight Thousand dollars (\$8,000.00). A well pad includes any acreage for pits, tanks, equipment, roadways and other operations servicing the wells on that pad. Lessee shall pay Lessor a separate Pad Payment for each pad constructed on the Leased Premises.

**Restrictions on Location of Operations:** Without a separate written agreement between the Lessor and the Lessee, no pump stations, tanks, batteries, pipelines, roads, telephone and power lines, ponds, water holding facilities, dryers, separators or other equipment or facilities shall be located on the Leased Premises unless they are for the purpose of transporting, processing or treating Leased Products from the Leased Premises or lands pooled or unitized therewith, and the afore listed items shall not be located nearer than (and no well shall be drilled nearer than) three hundred (300) feet from any dwelling or residential structure or two hundred (200) feet from any barn or other non-residential structure then on the Leased Premises without the Lessor's written consent. In order to effectively develop the Leasehold Premises it is understood that it is in the best interest of both Lessor and Lessee to work together in agreeing upon the location of operations on the Leasehold Premises. Should there be no alternate location outside the aforementioned "buffer zones" then Lessee and Lessor shall agree to a location within the buffer zones. There shall be no compressors located on the Leased Premises, unless the compressor is solely used for the well located on the Leasehold Premises or a well located on a property pooled or unitized with the Leasehold Premises, unless Lessor consents in a prior separate written agreement. Any compressor operations permitted hereunder shall be designed and installed utilizing means to minimize noise, including but not limited to, sound enclosures and barriers, and quiet motors.

**Restrictions on Lessee's Use of Leased Premises:** Unless Lessor consents in a separate written agreement, the Lessee shall under no circumstances:

- (a) Use the Leased Premises for the disposal of any drill cuttings, brine or other liquids, or the permanent storage or disposal of any liquids or solids.
- (b) Use the Leased Premises or any portion thereof, surface or subsurface, for gas or oil storage purposes.

(c) Use any water from the Leased Premises, surface or subsurface, or drill any well to take water from or inject any substance into the Leased Premises

(d) Install or dig any pits other than drilling pits (not permanent storage pits) on the Leased Premises.

**Pipelines and Utility Lines:** In the event that pipeline is necessary then Lessor and Lessee shall enter into a separate pipeline right of way agreement which is consistent with the terms and conditions of this Lease including location approval. In addition to the restrictions set forth in this Lease, Lessee agrees to bury any pipelines constructed on the Leased Premises at a depth, which shall in all cases be below tillage and drainage tile depth (at least 36 inches). Lessee agrees to restore the surface as near as practicable to the condition it was in prior to such installation. Lessee shall comply with all applicable rules, regulations, and statutes regarding pipeline construction, maintenance, and operation. Absent a separate right of way agreement Lessee's right to use said pipelines terminates when Lessee's production from the Leased Premises or lands unitized with the Leased Premises permanently ceases. Any utility lines used by Lessee in its Operations shall be buried upon the written request of Lessor. Such utility lines shall be removed upon termination of this Lease, unless Lessor agrees in writing to have such utility lines kept in place. Lessee shall provide Lessor a plat map showing the location and depth of all buried utility lines and pipelines.

**Fencing:** Upon Lessor's written request, Lessee is required, at its sole cost and expense, to fence all wells, well sites, tank batteries, pits, separators, drip stations, pump engines, or other equipment permanently located on the Leased Premises. All fences must be kept in good repair by the Lessee.

**Gates:** Upon Lessor's written request, Lessee is required, at its sole cost and expense, to construct gates on all access roads and provide an access key or double lock system allowing access by both Lessor and Lessee. Gates must be closed and locked at all times when equipment is not being accessed and when Lessee's personnel are not on the Leased Premises.

**Roads:** Roadways or drives constructed by Lessee on the Leased Premises during its Operations shall not exceed fifty (50) feet in width or a minimum width required to perform required Operations. After the completion of all planned operations on the Leased Premises, in the event of a producing well on the Leased Premises, any permanent access road for well servicing purposes shall be a maximum of twenty (20) feet or a minimum width required to perform maintenance or other Operations. Lessee agrees to improve, construct or maintain all roads used by it in good repair utilizing shale, gravel, or crushed stone, culverts and supports as necessary to provide a smooth, rut-free all-weather surface. When such roads are no longer being used, Lessee agrees, upon Lessor's request, to remove toppings and to restore the surface as nearly as practicable to its former condition. Lessee shall not use shale, gravel, or crushed stone sourced from the Leased Premises without the prior written consent of Lessor. Lessee shall prevent its employees, agents and contractors from operating vehicles in a negligent manner or at speeds in excess of twenty-five (25) miles per hour while on the Leased Premises.

**Pits:** Any pit permitted under this Lease will conform to all applicable regulatory requirements (state, local, and federal) and will conform to the best industry practices. Lessee will immediately notify all applicable regulatory authorities and Lessor of any damage to such facilities.

**Soil Testing:** For areas within the Limits of Disturbance upon Lessor's written request, Lessee shall, at its sole cost and expense, have Lessor's current soil tested by an independent third party agreed upon by Lessor and Lessee: (1) prior to the commencement of spudding any well on the Leased Premises, (2) twelve (12) months from the date of completion of any well on the Leased Premises, (3) twenty-four (24) months from the date of completion of any well on the Leased Premises, and (4) within sixty (60) days following the completion of drilling Operations on the Leased Premises. All tests provided for herein must meet all applicable EPA requirements and Lessor shall be provided complete copies of any and all testing results and data. If such test results reflect a material adverse change in the Lessor's soil quality, then Lessee shall use its best efforts to return the soil to its pre drilling condition.

**Timber:** Lessee shall notify Lessor in writing at least forty-five (45) calendar days prior to any removal by Lessee of marketable timber (marketability to be within the reasonable discretion of a certified professional forester). At Lessor's option, Lessor may choose to harvest timber, which shall be complete by the end of the 45 day period, or Lessor may require an appraisal on the timber by a qualified independent certified, professional forester, at Lessee's expense, and Lessee shall pay Lessor the appraised value for the timber identified prior to its removal by Lessee.

**Firewalling and Maintenance of Production Equipment:** Dikes, firewalls or other methods of secondary containment must be constructed and maintained at all times around all tanks, separators and receptacles so as to contain a sufficient volume of liquid to accomplish the intended purposes.

**Maintenance and Repair:** Maintenance and repair of roadways and all other facilities used by Lessee in connection with this Lease shall be the sole responsibility of the Lessee. If Lessor sends written notice to Lessee informing Lessee of any repairs or other maintenance to roads or other facilities that the Lessee has failed to address and the Lessee fails to initiate the repair or other maintenance within thirty (30) days of the written notice being sent or fails to complete the repairs or other maintenance within sixty (60) days of the notice being sent (if the repairs are capable of being completed within the 60 day period) then Lessor reserves the right to repair and maintain the roadways and the Lessee agrees to fully reimburse Lessor for the cost of the maintenance or repair undertaken by the Lessor.

**Hydraulic Fracturing:** Lessee shall not use, dispose of or release on the Leased Premises or permit to exist or to be used, disposed of or released on the Leased Premises as a result of its Operations any substances (other than those Lessee has been licensed or permitted by applicable public authorities to use on the Leased Premises) which are defined as "hazardous materials," "toxic substances" or "solid wastes" in federal, state or local laws, statutes or ordinances. Should any pollutant, hazardous material, toxic substances, contaminated waste or solid waste be accidentally released on the Leased Premises, Lessee shall promptly notify Lessor and any applicable governmental body of such event. Lessee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including but not limited to penalties. Lessee represents and warrants that during any hydraulic fracturing process it will not use any chemicals it has not been permitted to use by an applicable governmental, regulatory, state or federal agency, for the purposes of fracturing or pumping the same into any formation in and/or under the Leased Premises. Upon Lessor's written request Lessee will provide Lessor with all Material Safety Data Sheets (MSDS) available for any chemicals used by Lessee in its hydraulic fracturing process on the Leased Premises.

#### **ARTICLE VII. TAXES AND ASSESSMENTS**

**Taxes:** Lessee shall pay all taxes and/or assessments on Leased Products, and any increase in other taxes attributable to Lessee's operations imposed by any local, state, or federal entity or governmental unit attributable to, or resulting from Lessee's operations under the tax and assessment structure in effect at the time of the execution of this lease. Lessee shall, in addition, pay all severance taxes or other excise or personal property taxes arising out of or relating to this Lease and/or the Leased Products under the tax and assessment structure in effect at the time of the execution of this lease. In the event Ad Valorem and/or other real property taxes pertaining to or attributable to the Leased Premises, or any property associated therewith, are increased in any manner by reason of the Operations of Lessee relating to the Leased Premises, Lessee shall be responsible for the amount of any such tax increase and shall reimburse Lessor for the amount of such increase within thirty (30) days after Lessor provides Lessee with written documentation reflecting such increase and the basis thereof. Subsequent to the execution of this Lease, in the event there is a change in Ohio tax code that provides for an increase in ad valorem taxes or severance tax or any other tax attributable to or resulting from the assessment of oil and gas due to oil and gas production from the leased premises, Lessor and Lessee agree to abide by the law and pay their proportional share accordingly.

**Agricultural Programs:** In the event the Leased Premises are subject to any federal, state, local and/or agricultural program (e.g. CAUV, CREP, CRP, Forest Land Program, etc.), and any roll-back or reimbursement or recoupment or retroactive assessment (including interest and penalties therefrom) is made against the Leased Premises on account of, arising out of, or relating to the Operations of Lessee on the Leased Premises, Lessee shall be responsible for paying Lessor any and all such amounts, but only insofar as such amounts imposed result from operations on the portion of the Leased Premises actually utilized by Lessee's Operations.

#### **ARTICLE VIII. TITLE AND WARRANTIES**

**Lessor Limited Warranty:** It shall be Lessee's burden and obligation to assure itself of the quality of title to the Leased Premises.

**Title Curative:** Lessor agrees to cooperate with the Lessee in resolving title issues.

**Monies Paid:** Any monies paid to Lessor under the terms of this Lease are nonrefundable and under no circumstances will Lessee initiate any kind of action to recover any monies paid to Lessor.

**Lessor Encumbrances:** Any mortgage, lease, easement, or other interest granted by Lessor voluntarily after the Effective Date of this Lease shall be subject to this Lease. If Lessor defaults on any obligation secured by any lien or encumbrance on the Leased Premises during the term of this Lease, Lessee may, in its sole discretion, pay and discharge such obligation on behalf of Lessor but only if Lessee gives Lessor at least forty-five (45) calendar days prior written notice of such intention to pay and after receipt of said notice Lessor makes no arrangements to address the amount in default. If Lessee makes such payment in compliance with the terms outlined above, the Lessee shall be entitled to recover from Lessor by deduction from any future payments to Lessor, with interest at Ohio's legal rate for judgments, amounts actually paid by Lessee to discharge such obligations.

**Liens Against Lessee:** If any lien or encumbrance is filed against the Leased Premises arising out of or pertaining to any Operations by Lessee or anyone contracting with Lessee, Lessee shall, within forty-five (45) calendar days following the date such lien or encumbrance is recorded, cause such lien or encumbrance to be released from record, and Lessee shall provide Lessor written evidence of such release. Lessee's contention that the lien or encumbrance arises from a bona fide dispute shall not be grounds for Lessee's failure or refusal to remove the lien or encumbrance as required herein.

**Lessor Interest:** If Lessor owns an interest in the Leased Premises that is less than the entire fee simple estate, then all royalties, rentals, and other payments provided for under this Lease shall be paid in the proportion that Lessor's interest in the Leased Premises bears to the entire undivided fee simple estate.

#### **ARTICLE IX. TERMINATION AND RELEASE**

**Termination:** Upon termination of this Lease or any portion thereof for any reason, or upon expiration of this Lease, Lessee shall provide Lessor with a surrender or other written cancellation of this Lease in recordable form, cause such document to be promptly recorded and deliver such document to Lessor within sixty (60) calendar days after the date of termination or expiration. In the event that the Lessee does not comply with the terms of this provision, and there is no bona fide dispute as to the termination or expiration of the lease, Lessee grants to Lessor the right and authority, to take any other steps to evidence the said termination or expiration of this Lease, including but not limited to following the Ohio Affidavit of Forfeiture statute and/or initiating proceedings to quiet Lessor's title, and Lessee shall be obligated to pay all of Lessor's costs, including but not limited to reasonable attorneys' fees as well as any damages accruing to Lessor from Lessee's non-compliance therewith.

**Removal of Equipment:** The Lessee, upon expiration or other termination of this Lease, is obligated to remove all fixtures, improvements, pumps, tanks, tubing, casing, machinery, unused pipelines, rubbish, debris and all other property it has placed on the Leased Premises. This duty must be performed within six (6) months after expiration or other termination of this Lease, or the release of any lands covered by this Lease, or Lessor may claim the property, in whole or in part, or have property and fixtures removed, in whole or in part, at Lessee's sole expense including all of Lessor's reasonable attorneys' fees. This provision may not apply if the Lessee sells equipment to Lessor in a separately negotiated agreement.

**Plugging:** In the event Lessee deems a well is not producing in commercial quantities Lessee shall promptly, properly and effectively plug all wells on the Leased Premises in accordance with the regulations of the State of Ohio.

#### **ARTICLE X. LESSOR'S INFORMATION RIGHTS, ETC.**

**Information Rights:** Lessee grants to Lessor or Lessor's authorized agent, the right to annually inspect, examine and make copies of the Lessee's books, accounts, contracts, and all other records pertaining to production, transportation, sale, and marketing of Leased Products from the Leased Premises at any time during normal business hours. In exercising this right Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee. If as a result of such inspection Lessor discovers a deficiency in payment of royalties or other amounts due to Lessor under this Lease, Lessee will be liable for the amount of the deficiency plus interest at the maximum rate allowed by law. In the event that the deficiency exceeds 125% of the amount actually owed to Lessor, then Lessee shall pay all reasonable costs incurred by Lessor in conducting the inspection that led to discovery of the deficiency.

#### **ARTICLE XI. ASSIGNMENT OR TRANSFER OF LESSEE INTEREST**

**Assignment of Lease:** The rights of either party hereunder may be assigned or otherwise transferred, in whole or in part and as to any horizon, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of this Lease to the same extent as if such assignee were an original party to this Lease. Lessee and any assignee shall provide to Lessor a true copy of any assignment with recording information reflected thereon (if recorded) and addresses of all assignees within thirty (30) days of making such assignment. Failure by Lessee to satisfy any of the above stated obligations shall constitute a default and be subject to the default provisions of this Lease.

#### **ARTICLE XII. LESSEE COMPLIANCE**

**Laws:** Lessee agrees that everything done by it in connection with this Lease shall be done in a good and workmanlike manner and in accordance with all applicable laws, orders, rules, and regulations, including, without limitation, all applicable environmental rules and regulations. Lessee's failure to comply with any applicable law, regulation, or order shall be a default under this Lease subject to the default provisions in this Lease. In addition to other requirements herein provided, in all instances, Lessee shall undertake the restoration of the Leased Premises to the condition required under the applicable laws of the State of Ohio prior to or within three (3) months following expiration or other termination of this Lease. Lessee shall also use the best industry practices, and all reasonable safeguards to prevent its operations from: (i) causing or contributing to soil erosion, (ii) polluting or contaminating any environmental medium, (iii) decreasing the fertility of the soil, (iv) damaging crops, native or cultivated grasses, trees, or pastures, (v) harming or in any way injuring persons or animals, and (vi) damaging buildings, roads, structures, improvements, farm implements, gates or fences. Lessee shall dispose of salt water, frac water or liquid waste oil and other waste in accordance with the rules and regulations of the Ohio Department of Natural Resources and all other applicable governmental authorities.

**Insurance:** At any and all times the Lessee or any person acting on Lessee's behalf is on or about the Leased Premises, Lessee agrees that it will carry at least the following insurance coverage with one or more financially sound insurance carriers: a.) Commercial General Liability of \$6,000,000 minimum coverage for bodily injury, property damage, contractual liability, products/completed operations and personal injury for all Operations on the Leased Premises, b.) Umbrella Liability Insurance of \$6,000,000 minimum coverage, c.) Workers Compensation and Employer's Liability Insurance in the form prescribed by laws of the state of Ohio, d.) Environmental Liability Insurance of \$5,000,000 minimum coverage, and e.) Business Auto and Umbrella Liability Insurance of \$5,000,000 minimum coverage. Such insurance policies shall waive all rights of subrogation against Lessor. Upon request, in the event the pad location is located on the Leased Premises, Lessee shall furnish Lessor, prior to drilling, with a Certificate of Insurance naming Lessor as an additional insured. Any Certificate of Insurance under this section shall not be reduced or canceled until at least thirty (30) days after Lessor receives written notice of such change or cancellation.

**Indemnity:** Lessee agrees to indemnify, defend, and hold harmless Lessor and Lessor's heirs, successors, agents, assigns, and any other person acting under Lessor's direction and/or control against any and all claims, damages, costs, losses, liabilities, expenses (including but not limited to any reasonable attorneys' fees, expert fees, and court costs) arising out of, incidental to or resulting from the Lessee's Operations and actions, and the Operations and actions of Lessee's servants, agents, employees, guests, licensees, invitees, independent contractors, assigns, or any other person acting under Lessee's direction and control. Lessee's obligations hereunder shall survive the termination of this Lease.

#### **ARTICLE XIII. FORCE MAJEURE**

**Force Majeure:** In the event the Lessee is unable to perform any of the acts to be performed by the Lessee (except payment of money as required under the terms of this lease or required by a court of law) by reason of force majeure, including but not limited to events outside the control of Lessee, acts of God, strikes, riots, and governmental restrictions or any other cause which makes performance of the Lessee's duties unreasonable or impossible, the Lessee shall provide written notice to Lessor within thirty (30) days of the force majeure event. This Lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within Lease expire for a period of one hundred twenty (120) days after the termination of any force majeure. Any delay by a governmental agency beyond ninety (90) days from the date of application to obtain any required permit to drill, complete or re-work a well shall be grounds to invoke force

majeure until the permit is granted. If this Lease is the subject matter of any lawsuit, arbitration proceeding or action, then this Lease shall not expire during the pendency of such lawsuit, proceeding or action, or any appeal thereof, and the time period of the lawsuit, arbitration proceeding or action, or any appeal thereof, shall be added to the term of this Lease, absent such lawsuit, proceeding or action or any appeal thereof. A force majeure event as set forth above shall not exceed a period of thirty six months.

**Coal Force Majeure:** If, after using all its best efforts to obtain a drilling permit should Lessee's operations be delayed, postponed or interrupted as a result of any coal, stone or other mining related operation under any existing and effective lease, permit or authorization covering such operations on the Leased Premises or on other lands affecting the Leased Premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption. In the event a coal force majeure event is declared Lessee shall, upon termination of the conditions which caused the force majeure event or at least once every 12 months, use its best efforts to obtain a drilling permit to develop the Leasehold Acreage.

#### **ARTICLE XIV. NOTICES AND DEFAULT**

**Notice of Default:** This lease shall not be subject to civil action or other proceeding to enforce a claim of default or 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 receipt of the notice or such longer time as may be reasonably necessary under the circumstances to satisfy Lessor's demand, but shall not exceed 180 days unless agreed upon by Lessor and Lessee. Any notices required under this Lease shall be deemed sufficiently given if personally delivered or mailed by certified mail, return receipt requested, to the Lessor and/or the Lessee, whichever is applicable, at their respective addresses recited above Article I, or to such other address as either shall notify the other in writing. In the event Lessee assigns all or any part of this Lease without properly providing Lessor with a copy of such recorded assignment which includes the assignee's address, the Lessee shall be jointly and severally liable for all of assignee's obligations under this Lease notwithstanding any language to the contrary.

**Default on Payment Terms:** Failure of Lessee to timely pay Lessor any amounts required under this Lease shall, at Lessor's option, be deemed a default by Lessee subject to the default notice requirements set forth in this Lease.

**Execution and Recording:** The Lessor and Lessee shall execute two copies of this Lease and Memorandum of Lease. The Memorandum of Lease will be recorded and a copy provided to Lessor within 30 days of receipt of the recorded document by Lessee

**Reports and Documents:** Upon written request by Lessor, a copy of all documents Lessee files with the Ohio DNR Division of Oil and Gas Resources Management, pertaining to this Lease shall be delivered to the Lessor within forty-five (45) days of filing with the Ohio DNR Division of Oil and Gas Resources Management and Lessee shall give Lessor at least ten (10) days advance written notice of the spud date and commencement date of any drilling on the Leased Premises. Lessee shall provide Lessor written notice of any judicial proceedings brought to the attention of Lessee affecting the Leased Premises.

#### **ARTICLE XV. LESSEE COVENANTS**

**Lessee Covenants:** Any and all duties and obligations Lessee has are under implied covenants to benefit landowners and covenants under this lease. The Lessee will utilize current and future technologies to develop the property as operator sees fits after drilling an initial well, as a prudent operator all reasonable efforts to maximize the development of the resources associated with the Leased Premises in a prudent and efficient manner will be employed with the intent and purpose to cause all of Lessor's acreage to be included in one or more units of production, primarily implementing horizontal drilling techniques, but not excluding vertical techniques so as to maximize production recovery of all the oil and gas resources and to minimize or eliminate any "orphan" acreage. It is mutually agreed and understood that the operator, but for force majeure or government prohibitions, will use its best efforts as a prudent operator to fully produce and include all of Lessor's acreage in one or more operating units.

#### **ARTICLE XVI. ACTIONS AND PROCEEDINGS**

**No Arbitration:** Arbitration shall not be a remedy for dispute resolution under this Lease.

**Governing Law and Ohio Courts:** This Lease shall be governed in accordance with the laws of the State of Ohio. Any actions or proceedings arising in connection with this Lease or performance thereunder shall be ascertained and determined by the Ohio state court in the county where the Lease is recorded.

#### **ARTICLE XVII. HEADINGS and MISCELLANEOUS**

**Section Headings:** The Section Headings contained herein are inserted for convenience only and shall not control or affect the meaning or construction of any provision.

**Entire Contract:** The entire agreement between Lessor and Lessee is embodied in this Lease, Memorandum, and Order of Payment attached hereto. In the event of an inconsistency the Order of Payment shall control. No oral warranties, representation, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

**Severability:** If any portion of this Lease is held invalid or unenforceable, the other provisions shall remain in full force and effect.

#### **ARTICLE XVIII. DEFINITIONS**

**Commercial Quantities:** "Commercial Quantities" shall mean production of quantities of Leased Products sufficient to yield a profit to the Lessee over operating, marketing and related overhead expenses.

**Operations:** "Operations" shall mean any action done by Lessee (or by Lessee's servants, agents, employees, guests, licensees, invitees, independent contractors, assigns, or any other person acting under the Lessee's direction or control) related to or in connection with the activities contemplated by this Lease.

**Commence Operations:** Commencement of operations shall be defined as Lessee having secured a drilling permit from the State and further entering upon the herein described premises with equipment necessary to build any access road(s) for drilling of a well subsequently followed promptly by a drilling rig for the spudding of the well to be drilled.

**Completion of Operations:** "Completion of Operations" shall mean the completion of all planned drilling operations as to equipment and facilities relating to drilling, including any associated pits, tanks, or other facilities no longer needed for production, or in the event of a dry hole, all such facilities.

**Affiliate:** An "Affiliate" is any entity in which Lessee, or any parent company, subsidiary, or affiliate of Lessee, owns an interest of more than ten percent (10%) or exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation or other entity which owns an interest in or exercises any degree of control, directly or indirectly, over Lessee.

**Pad:** "Pad" is defined as any construction designed to facilitate one or more wells in a concentrated surface area.

**Production Unit:** "Production Unit" is defined as a unit of one or more tracts which are brought together by the Lessee for the purpose of forming a drillsite complying with the state requirements for drilling one well in order to develop the lands as if they were under a single lease.

**Pooled Unit:** "Pooled Unit" is defined as land described in this Lease which Lessee has pooled, prior to drilling, with contiguous land covered with other leases so as to establish one or more pooled development units. A Pooled Unit may also be a production unit.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth above.

**LESSOR:**

**Belmont County Board of Commissioners**

Matt Coffland /s/

**Matt Coffland, President**

Mark A. Thomas /s/

**Mark A. Thomas, Vice-President**

Ginny Favede /s/

**Ginny Favede, Commissioner**

**LESSEE:**

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

**Rice Drilling D LLC**

**Toby Z. Rice /s/**

**Toby Z. Rice**

**Chief Operating Officer**

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: LEASE WITH RICE ENERGY** – Mr. Coffland stated we have officially signed 830 acres of county property with Rice Energy. The first lease was for 405 acres at \$7,500 per acre, with this lease being 424 acres at \$8,200 per acre. He gave his thanks to Mr. Peck and Rice Energy. Mr. Thomas said we appreciate the company and what it has done in the past and what it's doing in the future helping work directly with the county. He said it is a partnership in the sense that Rice is fast becoming a neighbor and a corporate resident to Belmont County. We appreciate that; we appreciate the jobs that are here and we further appreciate the good communication that's between both Belmont County and the company.

Mr. Peck said they hope to release the results of their first well - "Big Foot." It is located to the east of Barkcamp State Park. It is a horizontal well drilled to the length of 6,700-6,900 feet. It is the largest well in the Utica in Ohio today. He said they have a lot more coming. There are two rigs working today in Belmont County in addition to a top hole rig, making three drilling. They are very optimistic about the outlook in Belmont County.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 9:25 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 9:25 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of June, 2014.

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\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

We, Matt Coffland 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.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK