

May 4, 2016

St. Clairsville, Ohio

May 4, 2016

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

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.**

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$326,674.76**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**K00 MVGT-BRIDGES AND CULVERTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2813-K000-K37.000 Other Expenses	E-2813-K000-K40.074 Transfers Out	\$152,807.50

**M60 CARE AND CUSTODY-JUVENILE COURT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0400-M060-M29.008 Insurances-C-Cap	E-0400-M060-M25.002 Salaries-C-Cap	\$17,628.50
E-0400-M060-M74.004 Workers Comp-Substance Abuse	E-0400-M060-M25.002 Salaries-C-Cap	\$4,000.00

**S12 PORT AUTHORITY FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9799-S012-S07.000 Professional Services	E-9799-S012-S05.000 Travel Expense	\$2,000.00

**S76 SMART OHIO PILOT GRANT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1519-S076-S05.011 Smart Ohio 2014/2015	E-1519-S076-S10.002 Salary/Fringes	\$2,326.51

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2813-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$152,807.50

Upon roll call the vote was as follows:

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

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

**CHARGEBACKS FOR THE FIRST QUARTER PERIOD: ( MARCH, 2016)**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the Fort Dearborn Life Insurance Chargebacks for the First Quarter (March, 2016)

<b>Transfer From</b>		<b>Transfer To</b>	<b>Amount</b>
<b>E-0256-A014-A09.006</b>	<b>TOTAL GENERAL FUND</b>	<b>R-9891-Y091-Y05.500</b>	<b>691.45</b>
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	0.00
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	14.46
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	19.56
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	25.50
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	61.20
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	93.59
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	2.55
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	2.55
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	14.46
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	1.28
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	66.30

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E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	17.85
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	11.55
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	44.38
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	7.61
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	10.47
E-3706-P055.P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	1.23
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	0.42
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	2.55
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	5.10
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	17.85
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	39.96
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	229.53
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	26.37
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	7.06
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	0.00
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	4.00
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	0.83
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	5.33
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	11.33
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	2.00
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	1.33
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	15.30
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	10.20
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	2.55
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	2.55
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	0.00
E-0400-M060-M75.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	0.00
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	5.10
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.85
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	2.55
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	2.55
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	2.55
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	0.00
<b>Total amount this transfer</b>			<b>809.40</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 DELTA DENTAL CHARGEBACKS FOR  
THE MONTHS OF APRIL & MAY, 2016**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the Delta Dental Chargebacks for the months of April & May, 2016.

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<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	18,640.02
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	486.92
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	459.44
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	308.64
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	205.76
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	72.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	21.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	144.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	98.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	52.00
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	0.00
E-2233-F085-F01.002 Child & Family Health Services	R-9891-Y091-Y07.500	51.44
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	525.64
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	243.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,714.44
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	356.56
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	51.44
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	51.44
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	291.38
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	121.73
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	102.88
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	308.64
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,272.26
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	205.76
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	0.00
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	388.04
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,474.53
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	209.00
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	320.63
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	34.50
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	21.64
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	449.22

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E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	3,185.42
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	421.74
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,203.56
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	18.85
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	<u>102.88</u>
<b>TOTAL</b>		<b>34,372.26</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 VISION INSURANCE CHARGEBACKS  
FOR THE MONTHS OF APRIL AND MAY, 2016**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the Vision Insurance Chargebacks for the months of April and May, 2016.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	5,160.78
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	135.00
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	131.40
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	27.72
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	83.16
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	55.44
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	480.96
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	103.68
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	882.36
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	13.86
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	13.86
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	112.14
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	33.75
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	19.40
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	39.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	8.30
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	0.00
E-2233-F085-F01.002 CHILD & FAMILY HEALTH SERV.	R-9891-Y091-Y06.500	14.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	26.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	14.00

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E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	68.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	156.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	83.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	344.70
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	55.44
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	0.00
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	524.34
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	107.25
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	405.62
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	58.73
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	91.46
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	10.01
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	3.73
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	122.94
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	119.34
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	335.70
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	27.72
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>6.03</u>
<b>TOTAL</b>		<b>10,191.96</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **CDBG/T11 FUND-\$17,092.00 draw #216** deposited into R-9702-T011-T01.501 on 04/28/16.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated May 4, 2016 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:

**COMMISSIONERS**-Mark Thomas and Matt Coffland to Las Vegas, NV, on May 21-24, 2016, for the RECON convention. A county car will be used for travel.

**DJFS**-Michael Schlanz to Columbus, OH, on May 6, 2016, for an OJFSDA CMMEP meeting. Estimated expenses: \$12.00

**SENIORS**-Donna Steadman to Moundsville, WV, on May 10, 17 & 24, 2016, for a senior center outing. Mike McBride to Dallas Pike, WV, on May 12, 2016, for a senior center outing. Donna Steadman to Walnut Creek, OH, on May 19, 2016, for a senior center outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 20 and April 27, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING DAVID BELTRONDO'S  
BID FOR THE PART-TIME DRIVER POSITION/  
SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept David Beltrondo's bid for the part-time driver at Senior Services of Belmont County effective 5/15/2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE INTERNAL  
POSTING FOR A FULL-TIME DRIVER/  
SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to post internally for full-time driver for Senior Services of Belmont County in accordance with the Collective Bargaining Agreement.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF  
SUMMER STUDENT EMPLOYEES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of the following summer student employees at the rate of \$8.10 per hour (minimum wage) for a period not to exceed 10 weeks from each starting date:

<b><u>Commissioners</u></b>	<b><u>Start Date</u></b>	
Jeffery Oberdick	6/1/16	
Thomas Parker	5/9/16	(new)
Abbey Schlanz	5/16/16	
<b><u>Sanitary Sewer</u></b>		
Zarek Wiley	5/9/16	
Luke Smith	5/23/16	
Garrett Hart	5/9/16	
Zachary Beck	5/9/16	
Leandra Reed	5/23/16	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE MODIFICATION  
TO THE WORKFORCE INVESTMENT AND OPPORTUNITY ACT (WIOA)  
YOUTH SERVICES CONTRACT FOR PROGRAM YEAR 2015/DJFS & CAC**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Modification to the Workforce Investment and Opportunity Act (WIOA) Youth Services Contract for Program Year 2015 (July 1, 2015-June 30, 2016)** between the Belmont County Department of Job & Family Services and the Community Action Commission of Belmont County to increase the maximum contract amount from \$65,000 to \$78,000.

**Modification to the Workforce Investment and Opportunity Act (WIOA)  
Youth Services Contract  
For  
Program Year 2015 (July 1, 2015 – June 30, 2016)**

**Purchaser:** Belmont County Department of Job and Family Services  
310 Fox-Shannon Place  
St. Clairsville OH 43950

**Contractor:** Community Action Commission of Belmont County  
153 ½ West Main Street  
St. Clairsville OH 43950

This contract modification is retroactive to April 1, 2016 and ends June 30, 2016. The purpose of this modification is to increase the Work Experience funding to allow the participants to complete their hours. The total funding increase may not exceed **\$13,000.00**. This contract modification increases the original contract funding level from \$65,000.00 to \$78,000.00. All original terms and conditions of this contract remain in effect.

**Signatures:**

<u>Vince Gianangeli /s/</u>	<u>4-20-16</u>
Vince Gianangeli, Director Belmont County Department of Job and Family Services	Date
<u>Gary Obloy /s/</u>	<u>4-28-16</u>
Gary Obloy, Director Community Action Commission of Belmont County	Date
<u>Ginny Favede /s/</u>	<u>05-04-16</u>
Ginny Favede, President Belmont County Board of Commissioners	Date
<u>Matt Coffland /s/</u>	<u>05-04-16</u>
Matt Coffland, Vice-President Belmont County Board of Commissioners	Date
<u>Mark Thomas /s/</u>	<u>05-04-16</u>
Mark Thomas, Commissioner Belmont County Board of Commissioners	Date
<b>Approved as to form:</b> <u>David K. Liberati /s/ assist</u>	<u>5-3-16</u>
Belmont County Prosecutor	Date

May 4, 2016

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER'S PROJECT 16-2 APPLYING LIQUID BITUMINOUS MATERIAL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's Project 16-2 **Applying Liquid Bituminous Material** for dust control on various county highways based upon the recommendation of Fred Bennett, County Engineer, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

***NOTICE TO BIDDERS***  
***BELMONT COUNTY COMMISSIONERS' OFFICE***  
***ST. CLAIRSVILLE, OHIO 43950***

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners' Office, Belmont County Courthouse, 101 W. Main Street, St. Clairsville, Ohio 43950 until **9:30 A.M.** (Local time), Wednesday, May **25, 2016** for **PROJECT 16-2 "Applying Liquid Bituminous Material for dust control on various County Highways"** for the Belmont County Engineering Department, St. Clairsville, Ohio, 43950, and then at said office publicly opened and read aloud

Copies of specifications and bid forms may be obtained at the Commissioners' office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashier's check or letter of credit in accordance with Section 153.54 © O.R.C. in an amount equal to 10% of the bid.

Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety:

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

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

By the order of the Board of County Commissioners  
of Belmont County, Ohio.

*Jayne Long /s/*

Jayne Long, Clerk

**Times Leader Advertisement: Two (2) Mondays: May 9 and May 16, 2016**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE AGREEMENTS WITH TEXAS EASTERN TRANSMISSION, LP, FOR PIPELINE CONSTRUCTION PROJECTS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreements for Pipeline Construction Projects** with Texas Eastern Transmission, LP, effective May 4, 2016, for "Pipeline Activity" at the following sites:

0.55 miles of CR 4 (Glenns Run Road)

1.84 miles of CR 2 (Deep Run Road)

2.84 miles of CR 16 (Nixon Run Road)

*Note: County wide Bond #022051346 for \$2 million on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE CONSTRUCTION PROJECT**

**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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

**WHEREAS**, Operator intends to use approximately **0.55 miles of County Road 4 (CR 4, Glenns Run Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

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

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

1. Those portions of the Designated Haul Routes to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by

May 4, 2016

Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

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

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

4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul Routes, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
- 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

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

12. 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.

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

14. This Agreement shall be in effect as of the date of the last signature hereto. \_\_\_\_\_

Executed in duplicate on the dates set forth below.

**Authority**

**Operator: Texas Eastern Transmission, LP**  
**By: Spectra Energy Transmission Services, LLC**  
**Its General Partner**

By: *Ginny Favede* /s/

By: *Tina Faraca* /s/

Commissioner/Trustee

By: *Matt Coffland* /s/

Printed name: Tina Faraca

Commissioner/Trustee

By: *Mark A. Thomas* /s/

Company Name: Spectra Energy Transmission Services, LLC

Commissioner/Trustee

By: *Fred F. Bennett* /s/

Title: Vice President

County Engineer

Dated: 5-4-16

Dated: April 12, 2016

Approved as to Form:  
*David K. Liberati* /s/ assist

County Prosecutor

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT**  
**FOR PIPELINE CONSTRUCTION PROJECT**

**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 Texas Eastern Transmission, LP, a Delaware limited partnership, whose principal place of business is located at 5400 Westheimer Court, Houston, TX 77056 (hereafter "Operator"), and shall be as follows:



May 4, 2016

**RECITALS**

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

**WHEREAS**, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

**WHEREAS**, Operator intends to use approximately **1.84 miles of County Road 2 (CR 2, Deep Run Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

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

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

1. Those portions of the Designated Haul Routes to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
2. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the Railroad Company, or lack of notification by Operator.
3. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul Routes, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
  - 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.
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5. 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.
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8. 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.
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11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
12. 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.
13. Agreement shall be governed by the laws of the State of Ohio.
14. This Agreement shall be in effect as of the date of the last signature hereto. \_\_\_\_\_  
Executed in duplicate on the dates set forth below.

**Authority**

**Operator: Texas Eastern Transmission, LP**  
**By: Spectra Energy Transmission Services, LLC**  
**Its General Partner**

May 4, 2016

By: *Ginny Favede /s/*

Commissioner/Trustee

By: *Matt Coffland /s/*

Commissioner/Trustee

By: *Mark A. Thomas /s/*

Commissioner/Trustee

By: *Fred F. Bennett /s/*

County Engineer

Dated: 5-4-16

Approved as to Form:  
*David K. Liberati /s/ assist*

County Prosecutor

By: *Tina Faraca /s/*

Printed name: Tina Faraca

Company Name: Spectra Energy Transmission Services, LLC

Title: Vice President

Dated: Aril 12, 2016

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR PIPELINE CONSTRUCTION PROJECT**

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**RECITALS**

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

**WHEREAS**, Operator is the developer of natural gas pipelines, and intends to construct a natural gas pipeline in the County (the "Project"); and

**WHEREAS**, Operator intends to use approximately **2.84 miles of County Road 16 (CR 16, Nixon Run Road)** for the purpose of ingress to and egress from the Project (hereinafter referred to collectively as "Pipeline Activity"). Appendix B identifies the location of the proposed pipeline route and the portions of the County and Township Roads that Operator intends to use in furtherance of Pipeline Activity, which portions shall be referred to herein as "Designated Haul Routes." It is understood and agreed that the Operator shall not utilize any road in the County other than a Designated Haul Road for any of its Pipeline Activities hereunder; and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of the Designated Haul Routes as a result of such Pipeline Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 2 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 the Designated Haul Routes, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

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

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2. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the Railroad Company, or lack of notification by Operator.
3. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
4. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Designated Haul Routes, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Designated Haul Routes by Operator. The amount of the bond or surety shall be in an amount of Two Million & 00/100 DOLLARS (\$2,000,000.00) as a County-Wide Bond. 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 Pipeline Activity.
  - 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.
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5. 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.

May 4, 2016

6. 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.
7. 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.
8. 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.
9. 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.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
12. 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.
13. Agreement shall be governed by the laws of the State of Ohio.
14. This Agreement shall be in effect as of the date of the last signature hereto. \_\_\_\_\_  
Executed in duplicate on the dates set forth below.

**Authority**

**Operator: Texas Eastern Transmission, LP**  
**By: Spectra Energy Transmission Services, LLC**  
**Its General Partner**

By: *Ginny Favede /s/*

By: *Tina Faraca /s/*

Commissioner/Trustee

By: *Matt Coffland /s/*

Printed name: Tina Faraca

Commissioner/Trustee

By: *Mark A. Thomas /s/*

Company Name: Spectra Energy Transmission Services, LLC

Commissioner/Trustee

By: *Fred F. Bennett /s/*

Title: Vice President

County Engineer

Dated: 5-4-16

Dated: April 12, 2016

Approved as to Form:  
*David K. Liberati /s/ assist*

County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH XTO ENERGY INC.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and XTO Energy Inc., effective May 4, 2016, in the amount of \$7,000 per acre for 1.000 acres, parcel #14-00328.000, located in Mead Township, for a two-year term, 20% royalty.

**PAID UP OIL and GAS LEASE**

**THIS AGREEMENT** made and entered into the 4<sup>th</sup> day of May, 2016 by and between

**The County of Belmont, Ohio, a political subdivision of the State of Ohio, by and through the Belmont County Board of Commissioners**

**whose address is 101 West Main Street St. Clairsville, Ohio 43950** hereinafter called Lessor (whether one or more), and **XTO Energy Inc., a Delaware corporation, with a mailing address of 810 Houston Street Fort Worth, Texas 76102-6298**, hereinafter called Lessee,

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

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

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

containing **1.0000 acres** of land whether actually containing more or less. This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

May 4, 2016

1. It is agreed that this lease shall remain in force for a primary term of **TWO (2)** years from the date hereof, hereinafter called "primary term", and as long thereafter as oil or gas is produced from the Leased Premises, or from lands pooled therewith, or operations, as hereinafter defined, are conducted upon the leased premises, without a cessation of such production and operations for an unreasonable period of time, or this lease is maintained in force under any subsequent provisions hereof.
2. Lessee covenants and agrees:
  - (a) to deliver to the credit of Lessor, his heirs or assigns, free of costs, a royalty of **20.00%** of that native oil produced and saved from the lease premises, with the exception of non-commercial nuisance oil, and delivered at the wells or into the pipeline to which the wells may be connected. Lessee may from time to time purchase any royalty oil in its possession, paying the market price then prevailing for the field where produced, and Lessee may sell any royalty oil in its possession and pay Lessor the price received by Lessee for such oil computed at the well, and
  - (b) to pay Lessor as a royalty, for the native gas and casinghead gas or other gaseous substance, produced from said land and sold or used beyond the well or for the extraction of gasoline or other product, an amount equal to **20.00%** of the gross amount realized by Lessee computed at the wellhead from the sale of such substances, less any incurred taxes and third party charges, from each and every well. On gas sold at the well, the royalty shall be **20.00%** of the amount realized by Lessee from such sale, and
  - (c) payment of royalties hereunder shall be made or tendered monthly, or may be withheld at the discretion of the Lessee until such time as the total withheld exceeds twenty-five dollars (\$25.00), or annually at the end of the calendar year. Lessee shall sell the production of the well on such terms and conditions as Lessee, in its sole discretion, may deem appropriate. Lessee shall have no duty to obtain production sales terms, which maximize the royalties payable to Lessor hereunder, but in no event shall Lessee market the royalty portion of production at a price less than Lessee receives for its production.
3. All payments under this lease shall be made by check or voucher to the order of, and shall be mailed to, **The County of Belmont, Ohio, a political subdivision of the State of Ohio, by and through the Belmont County Board of Commissioners at 101 West Main Street, St. Clairsville, Ohio 43950** until Lessee shall have received written notice from Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require, evidencing such change of ownership and directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction, shall absolve Lessee from any liability to any heir or assign of Lessor. All payments or royalty are to be made according to Lessor's respective interest therein, as herein set forth, and this lease shall not be forfeited for Lessee's failure to pay any royalties or other payments until Lessee has received written notice by registered mail of such default and shall fail, for a period of sixty (60) days after receipt of such notice, to pay same. This lease shall never be subject to a civil action or other claim to enforce claim of forfeiture due to Lessee's alleged failure to perform as specified herein, unless Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy Lessor's demand within sixty (60) days from the receipt of said notice by registered mail. If Lessor owns a lesser interest in the oil and gas in and under the premises than the entire undivided interest therein, then the royalties and other payments herein provided for shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided interest therein.
4. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, that if Lessor's title to the lease premises shall come into dispute or litigation, or, if in the judgment of Lessee, there are bona fide adverse claims to the royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said royalties without interest until final adjudication or other settlement of such dispute, litigation, claim or claims; and that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the lease premises, and in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any royalty or other payment accruing hereunder. The exercise of such reimbursement option shall not be considered an election of remedies.
5. If and when drilling or other operations hereunder are delayed or interrupted by the coal owner's development of the coal under the leased premises or lands pooled therewith, lack of water, labor or material, or by fire, storm, flood, weather, war, rebellion, insurrection, riot, strike, differences with workmen, failure of subcontractors, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, rule, regulation, requisition or necessity of the government, or any other recognized force majeure, or as the result of any other cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
6. Whenever used in this lease, the word "operations" shall mean operations for any of the following: preparing the drill site location or access road, drilling, testing, reworking, recompleting, deepening, sidetracking, plugging back, or repairing of a well in search for, or in an endeavor to maintain, re-establish or enhance the production of oil or gas or both, whether or not in paying quantities.
7. Lessee shall have the right to assign this lease or any interest therein and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and the other obligations related to the acreage assigned to it. Upon such assignment, Lessee shall be relieved of any obligation, payment or liability thereafter to accrue to the assigned portion of the lease.
8. Lessee may, at any time during the term hereof, cancel and surrender this lease, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the lease premises, by either the mailing of a notice to Lessor of such cancellation and surrender, or by filing of record a release or releases of this lease.
9. Lessee may drill or not drill on the lease premises as it may elect, and the consideration paid and to be paid hereunder constitutes full adequate compensation for such privilege.
10. No well shall be drilled by Lessee within 200 feet of any dwelling or barn now on the lease premises, except by written consent of the owner of the surface on which such dwelling or barn is located. Lessee may locate drill sites and well bores where it deems necessary or appropriate on the lease premises for the production of oil or gas or both. Lessee may construct and maintain drill site access roads connecting to available roads and/or to the nearest neighboring well operated by Lessee, or to which Lessee has the operator's permission to use its access road.
11. It is agreed that Lessee shall have the privilege of using free of charge sufficient water, oil and gas from the lease premises to run all machinery necessary for operations thereon. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipelines, meters, well equipment, houses, buildings, and other structures which Lessee has placed or caused to be placed on the lease premises, including the right to pull and remove all casing and tubing.
12. If Lessee shall begin operations for the commencement of a well during the primary term of this lease, or any extension thereof, Lessee shall then have the right to complete the drilling and/or completion of such well, and if oil or gas or both be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the primary term.
13. The lease premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operations hereunder. Lessee's drilling, producing and operating sites on the lease premises are for Lessee's use only; Lessor shall not use such sites for storage or any other purpose.
14. Lessee shall pay Lessor for all damages to growing agricultural crops caused by Lessee's operations on the lease premises and shall bury all permanent pipelines below plow depth through cultivated areas upon request of Lessor owning an interest in the surface. Damages shall be calculated at current marketable value only; in no instance shall estimates of future values be considered. Any timber cut by Lessee in preparing access roads, right-of-ways, or locations will be stacked in an orderly manner in locations to be mutually agreed upon between by Lessee and Lessor and will not be subject to damage reimbursement to Lessor by Lessee. Any injury to Lessee's workers or damages to Lessee's property that are caused by Lessor, whether intentional or not, shall be recoverable by Lessee from any royalty payments or any other payments to Lessor that are due or becoming due.
15. Lessee is hereby granted the right, at its option, to pool and unitize all or any part of the lease premises with any other lease or leases, land or lands, mineral estates, or any of them whether owned by the Lessee or others, so as to create one or more drilling or production units. Each such drilling or production unit shall not exceed 640 acres, plus an acreage tolerance of 10% in extent and shall conform to the rules and regulations of any lawful government authority having jurisdiction of the premises, and with good drilling or production practice in the area in which such unit is located. In the event of the pooling or unitization of the whole or any part of the lease premises,

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Lessee shall before or after the completion of the well, record a copy of its unit designation in the County where the lease premises are located. In order to give effect to the known limits of the pool of oil or gas or both as such limits may be determined from available geological or scientific information or drilling operations, Lessee may at any time amend, re-form, reduce, or enlarge the size and shape of any unit formed, and increase or decrease that portion of the acreage covered by this lease which is included in any drilling or production unit, or exclude it altogether; provided that Lessee shall file an appropriate instrument of record in the county records where lands are located and written notice thereof shall be given to Lessor promptly. As to each drilling or production unit designated by the Lessee, the Lessor agrees to accept and shall receive out of the production or the proceeds from the production from such unit, such proportion of the royalties specified herein, as the number of acres out of the leased premises covered by this lease which may be included from time to time in any such unit bears to the total number of acres included in such unit rather than the full amount of the royalty stated in paragraph 2 above. Operations on any portion of the unit created under the terms of this paragraph shall have the same effect upon the terms of this lease as if operations or production are being conducted or occurring on the lease premises.

16. If at any time after the primary term hereof there is a well capable of producing gas (with or without condensate) in paying quantities located upon the leased premises or on lands pooled therewith but such well is awaiting pipeline connection or is shut-in for any other reason (whether before or after production) and this lease is not maintained in force by operations or production at any well or by other activity or event, nevertheless it shall be considered that gas is being produced in paying quantities within the meaning of this lease (collectively, the "Shut-in Well"). On or before the end of the initial year during which this lease is maintained in force for the entire annual period under this paragraph 16, if the Shut-in Well has been shut-in for at least 90 consecutive days during such period, Lessee shall pay or tender to Lessor hereunder, or to those entitled to the royalties provided for in this lease, a shut-in royalty equal to \$1.00 per acre for the acreage held under this lease at the time such payment or tender is made. Each subsequent payment or tender shall be made thereafter in like manner and amount on or before the end of each annual period while the lease is maintained in force for the entire annual period under the first sentence of this paragraph 16. Lessee's failure to timely or correctly pay or tender the shut-in royalty for any year shall not operate to terminate this lease or serve as a basis for its cancellation, but Lessee shall correct any erroneous payment or tender, when notified thereof, and if late then Lessee shall make the correcting payment or tender with interest at the rate of eight (8%) percent per annum to those to whom such shut-in royalty was not timely or correctly paid or tendered. As long as any well is shut-in, it shall be considered for the purposes of maintaining this lease in force that gas is being produced in paying quantities and this lease shall continue in effect both before and after the primary term. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.
17. Lessee shall be entitled during the term of this lease to lay and maintain pipelines on and across Lessor's leased premises to transport, without any fee payable therefore to Lessor, natural gas produced on the leased premises and/or on other lands pooled therewith whether or not adjacent to the tract of land described herein. Any such transportation or gathering lines shall always remain the property of Lessee. Beyond the term of this lease, Lessee shall not be entitled to lay and maintain additional pipelines across Lessor's leased premises without specific written consent of Lessor. However, any pipelines laid during the term of this lease shall continue to be operative at the Lessee's option without any fee payable to Lessor and Lessee shall continue to have the right of unlimited access to maintain or remove said pipelines.
18. Lessee, in its sole discretion, may plug and abandon any well which it has drilled on the lease premises. Upon abandonment of said well or wells drilled on the lease premises, Lessee shall restore, to the extent reasonably practicable, the drill site, access road(s) to said drill site(s), culverts and gates.
19. All the terms, conditions, limitations and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.
20. In addition to the covenants of general warranty hereinabove contained, Lessor hereby warrants that: (i) the lease premises are not encumbered by any enforceable oil or gas lease(s) of record or otherwise, and (ii) Lessor is not currently receiving any bonus, rental, production royalty or shut-in royalty as the result of any prior oil or gas lease(s) covering any or all of the subject property, and (iii) all wells drilled upon the lease premises, or upon any lands with which the lease premises have been combined in a drilling or production unit, have been plugged and abandoned.
21. If during the term of this lease the Lessor makes a conveyance whereby the surface rights are transferred on the entire lease or a portion thereof, Lessor shall promptly give notice of same to Lessee and Lessor shall forward to Lessee a recorded copy of such conveyance. Lessor shall similarly provide the new title holder(s) to the surface rights with the terms and provisions of this Oil and Gas Lease that said title holders are subject to.
22. If Lessor receives an offer to lease the oil or gas or both concerning any portion of the leased premises described herein at any time while this agreement remains in full force and effect, or within six (6) months thereafter, Lessor hereby agrees to notify Lessee of offeror's name, and to offer immediately to Lessee, in writing, the same lease terms. Lessee shall have fifteen (15) days to accept or reject the said offer to lease the oil and gas covered by the offer at the price, terms, and conditions specified in the offer. Failure of Lessor to provide such notice and offer to Lessee shall terminate any Lease entered into between Lessor and such offeror.
23. This instrument may be executed in counterparts each having the same validity and all of which shall constitute but one and the same instrument. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.
24. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
25. This Lease contains the entire agreement of Lessor and Lessee and supersedes and replaces any oral or written communication heretofore made between them relating to the subject matter.
26. As a result of topography, land development in the vicinity of the leased premises, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations may either be restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of the leased premises or off of lands with which the leased premises are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under the leased premises or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on the leased premises. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.
27. For the above consideration, Lessee is granted the option to renew this lease under the same provisions for a secondary primary term of TWO (2) years from the end of the initial primary term hereof, and as long thereafter as oil or gas is produced from the leased premises or land pooled therewith, or operations are being conducted upon the lease premises, without an unreasonable cessation of such production and operations. Lessee may exercise this option by paying or tendering to the Lessor or Lessor's credit in the depository named in this lease, the sum equal to the number of net mineral acres multiplied by the original bonus amount per net mineral acre paid as consideration for this lease on or before the expiration of the initial TWO (2) year primary term hereof; which payment, when made, shall constitute the entire payment due for the second primary term of TWO (2) years.

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

The County of Belmont, Ohio, a political subdivision of the State of Ohio, by and through the Belmont County Board of Commissioners

Ginny Favede /s/

Ginny Favede, as President

Matt Coffland /s/

Matt Coffland, as Vice President

Mark Thomas /s/

Mark Thomas, as Commissioner

May 4, 2016

APPROVED AS TO FORM:  
*David Liberati /s/ Assistant*  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING MR. MIKE CRAWFORD  
TO THE BELMONT COUNTY TOURISM COUNCIL BOARD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the appointment of Mr. Mike Crawford to the Belmont County Tourism Council Board, effective immediately through July 1, 2017, to fill the unexpired term of Mr. Al Molnar, based upon the recommendation of the Tourism Council Board.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENT TO THE  
MENTAL HEALTH AND RECOVERY BOARD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the appointment of Mr. Roger Deal to the Mental Health and Recovery Board, to fill the unexpired term of Dr. Mary Regina Jennette, effective immediately and ending June 30, 2019, based upon the recommendation of the members of the Mental Health and Recovery Board.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING JON TYMA TO THE  
WORKFORCE INNOVATION OPPORTUNITY ACT BOARD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the appointment of Jon Tyma to the Workforce Innovation Opportunity Act Board, to fill the unexpired term of Amy Stollar, effective immediately and ending June 30, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTING JAMES KACSMAR  
TO THE OHIO MID-EAST GOVERNMENTS ASSOCIATION  
(OMEGA) REVOLVING LOAN FUND COMMITTEE**

Motion made by Mrs. Favede, seconded by Mr. Coffland, to reappoint Mr. James Kacsmar as the Belmont County representative to the Ohio Mid-Eastern Governments Association (OMEGA) Revolving Loan Fund Committee, effective September 1, 2016 through August 31, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE FILING OF THE FY 2016 BELMONT COUNTY  
COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM APPLICATION TO THE STATE OF OHIO, OFFICE OF  
COMMUNITY DEVELOPMENT**

**WHEREAS**, the Belmont County Commissioners have determined a need to upgrade the housing stock of the county and provide grant funds to low and moderate income households for this purpose, and;

**WHEREAS**, the Ohio Office of Community Development has made available on a competitive basis funds for this purpose.

**BE IT RESOLVED**; that Commission President Ginny Favede be authorized to apply for \$800,000 from the Ohio Office of Community Development to undertake Private Rehabilitation, Home Repair and Home Repair-Septic activities in the County as well as the City of Martins Ferry with the 2016 Community Housing Impact and Preservation Program.

Adopted this 4<sup>th</sup> day of May, 2016

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the foregoing and upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING  
COMMISSION PRESIDENT TO SIGN THE CONTRACT FOR  
COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the Contract for Administrative Services between the Belmont County Commissioners and Bel-O-Mar Regional for the Community Housing Impact and Preservation (CHIP) Program Grant effective September 1, 2016 through December 31, 2018.

**CONTRACT FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this 1st day of September, 2016\*, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and Bel-O-Mar Regional Council with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called "BEL-O-MAR."

\* *Contract only takes effect if County is awarded Community Housing Impact and Preservation Program.*

**WHEREAS**, the COUNTY has been awarded a HUD CDBG and HOME funded Community Housing Impact and Preservation Program (CHIP) grant from the Ohio Department of Development, Office of Housing and Community Partnerships for the purpose of undertaking Housing Rehabilitation activities, hereinafter called PROJECTS, within Belmont County, Ohio.

**WHEREAS**, the COUNTY does desire to retain professional grant administration and implementation services for said PROJECTS; and,

**WHEREAS**, BEL-O-MAR does desire to provide grant administration/implementation services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the COUNTY and BEL-O-MAR do hereby agree as follows:

**I.**

**Purpose**

The COUNTY hereby engages and retains BEL-O-MAR to administer and implement the HUD CDBG/HOME funded Community Housing Improvement Program Grant awarded to the COUNTY for said PROJECTS.



**II.  
Scope of Services**

BEL-O-MAR agrees to perform the following grant administration services and duties:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said PROJECT.
  2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said PROJECT including Citizen Participation requirements, Environmental Review Clearance, MBE/WBE Recruitment Efforts, Equal Employment Opportunity, Lead Based Paint Regulations, Ohio Historic Preservation Clearance, Fair Housing Laws and Contracting and Procurement Laws.
  3. To set up and maintain bookkeeping and financial records for said PROJECT.
  4. To establish and maintain official relations with the Department of Housing and Urban Development and all other grantor agencies for the purpose of reporting the progress and status of said PROJECTS.
  5. To oversee and participate in all monitoring visits and program audits conducted by the Department of Housing and Urban Development or any other grantor agency.
- To perform all Rehab Specialist Services and duties including: inspections; work write-up and cost estimates for repairs, perform lead-based paint risk assessments, and complete specifications for any lead-based paint interim control methods, attend all Pre-Bid and Pre-Construction Conferences to review work specifications and answer questions from homeowners and contractors, review and evaluate bids for rehab work, perform interim and final inspections, evaluate contractors performance and review and execute all necessary construction procurement documents pertaining to the CHIP Program.
7. Procure all other personnel necessary to complete the CHIP, including the approved contractor list.
  8. Market the CHIP housing activities to eligible low and moderate income households.
  9. Review and process applications for assistance. Make determination as to eligibility, type, and amount of assistance.
  10. Prepare and execute all required documents pertaining to CHIP assistance.
  11. Act as local contact for clients, contractors and lending institutions for inquiries, payments and all other correspondence.
  12. Attend all Pre-Bid and Pre-Construction conferences as well as all interim and final on-site inspections.
  13. Attend all loan closings for down payment assistance clients. Execute and record all loan security agreements.
  14. Review, approve and process payment of contractor invoices, change orders, and other work related documents during the construction phases of said PROJECT.
  15. To make regular reports to the COUNTY concerning the status and progress of said PROJECT.
  16. Any and all other unforeseen miscellaneous items necessary for the successful completion of said PROJECT.

**III.  
Duties of County**

The COUNTY agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than three (3) years after the completion of said PROJECT.

**IV.  
Compensation**

The COUNTY agrees to pay a sum not to exceed One Hundred Ninety Seven Thousand, Six Hundred and 00/100 Dollars (\$197,600.00) to BEL-O-MAR as compensation for administration services rendered, and payable at such time as said grant monies are received for distribution by the COUNTY. BEL-OMAR will invoice the COUNTY no more frequently than once per month. The method of compensation to be used is as follows:

**LABOR** - All labor costs related to the performance of the contract will be billed as direct labor at the employee rates shown below.

Rick Healy	Hourly Rate	\$ 27.27
A.C. Wiethe	Hourly Rate	\$ 37.37
Pam Douglas	Hourly Rate	\$ 39.00
Lisa Mullin	Hourly Rate	\$ 17.30

**FRINGE BENEFITS** - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2016 is 1.2215.

**TRAVEL** - travel required to perform this contract will be billed as direct.

**COMMUNICATIONS** - telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

**OTHER** - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

**INDIRECT COSTS** - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2016 is 1.2230.

**V.  
Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until December 31, 2018. The term of this Agreement may be extended upon the mutual written consent of the parties.

**VI.  
Termination of Contract for Cause**

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**VII.  
Termination for Cause and Convenience of the COUNTY**

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

**VIII.  
Records and Audits**

BELOMAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.  
Compliance with Executive Order 11246**

May 4, 2016

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**X.**

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

Jayne Long /s/  
Jayne Long  
Clerk, Board of County Commissioners

THE BELMONT COUNTY COMMISSIONERS

BY Ginny Favede /s/  
Ginny Favede, President

ATTEST:

Rick Healy /s/

BEL-O-MAR

BY Scott Hicks /s/

Scott Hicks

ITS Executive Director

APPROVED AS TO FORM \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM  
TYCO SIMPLEX GRINNELL FOR FIRE ALARM PANEL/JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Proposal Number P35604-000119 from Tyco Simplex Grinnell in the amount of \$1,590.00 00 for all labor and materials necessary to reprogram all sensors within the fire alarm panel at the Belmont County Jail. *(This replaces the proposal previously accepted on June 3, 2015. The work was never performed as approved.)*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING ADDENDUM NO. 1  
TO ARCHITECTURAL SERVICES AGREEMENT WITH DDP AND ASSOCIATES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Addendum No. 1 to the Architectural Services Agreement executed 04/12/16 with DDP and Associates to increase the Expanded Services budget by \$350.00 (\$300 for Owner's Representative/Construction Administration Services and \$50.00 for reimbursables); revised contract amount \$6,250.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT TO  
DDP AND ASSOCIATES/FLUSHING SENIOR CENTER PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve payment of \$4,275.50 to DDP and Associates (\$4,068.75 for Construction Administration Services and \$206.75 for reimbursables) for the Flushing Senior Center Project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION DECLARING AN  
EMERGENCY/EXCEPTION TO COMPETITIVE BIDDING:  
DRIVE REPLACEMENT-BELMONT COUNTY WATER  
TREATMENT PLANT**

**RESOLUTION**

The Belmont County Board of Commissioners met in regular session on May 4, 2016, with the following members present:  
Commissioner Favede  
Commissioner Coffland  
Commissioner Thomas

Commissioner Favede moved to adopt the following resolution:

**WHEREAS**, Ohio Revised Code, Section 307.86 (A)(1), permits a board of county commissioners to exempt a project from competitive bidding when it has been determined that a real and present emergency exists and the estimated cost is less than one hundred thousand dollars; and

**WHEREAS**, one of the existing drives that operates the original filters at the Belmont County Water Treatment Plant is completely out of service and the second drive is leaking oil; and

**WHEREAS**, both drives must be replaced immediately in order for the Water Treatment Plant to operate properly; and

**WHEREAS**, the Belmont County Board of Commissioners must ensure that all residents of the County are provided with safe drinking water; and

**NOW, THEREFORE BE IT RESOLVED**, that the Belmont County Board of Commissioners does hereby declare this situation to be a real and present emergency and therefore accepts the proposal from Brevini Power Transmission in an amount not to exceed \$94,061.58 to furnish the necessary labor and equipment to replace two of the drives that operate the filters at the Belmont County Water Treatment Plant as herein described.

Commissioner Coffland seconded the foregoing resolution and upon vote the resolution was unanimously adopted.

Upon roll call the vote was as follows:

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

**BREAK**

**9:30 Agenda Item: Belmont County Dept. of Job & Family Services**

**Re: Foster Parent Month Proclamation and Fraud Awareness Month**

Present: BCDJFS Director Vince Gianangeli, Christine Parker, William Marinacci and John LaRoche, BCDJFS employees and Foster Care Parents of the Year Sean and Kristi McKeegan.



May 4, 2016

**IN THE MATTER OF ADOPTING THE PROCLAMATION  
DECLARING MAY 2016 AS FOSTER PARENT MONTH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation declaring May 2016 as Foster Parent Month.

**PROCLAMATION  
DECLARING MAY 2016 AS  
FOSTER PARENT MONTH**

**WHEREAS**, “You don’t have to be perfect to be a perfect parent” is the national adoption recruitment campaign; and  
**WHEREAS**, foster, kinship and adoptive families from all walks of life play a vital role in helping children heal, thrive and reach their full potential; and  
**WHEREAS**, dedicated and diverse foster families provide lifelong love and support for children in need of adult mentors and a place to call home; and  
**WHEREAS**, caring for our children is an investment in our future. Our children will be the leaders of tomorrow, and only through a nurturing environment will they be able to develop a sense of self-worth and build self-esteem; and  
**WHEREAS**, in Belmont County there are forty-four (44) children and youth in foster care being provided a safe, secure and stable home along with the compassion and nurture of a foster family. Nationally, there are 400,000 children in foster care on any given day.  
**NOW, THEREFORE BE IT RESOLVED** that the Board of Belmont County Commissioners do hereby proclaim May 2016 as “Foster Parent Month” in Belmont County in honor of the individuals providing love, attention and support to our children and families in need, and encourage all citizens to volunteer their talents and energies on behalf of children in foster care.  
Adopted this **4<sup>th</sup> day of May, 2016.**

**BELMONT COUNTY COMMISSIONERS**

Matt Coffland /s/

Ginny Favede /s/

Mark A. Thomas /s/

Upon roll call the vote was as follows:

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

Mr. Gianangeli introduced Mr. and Mrs. McKeegan who are the 2016 Foster Care Parents of the Year. He reported that 34 children are currently in foster care. Belmont County has 35 licensed foster homes. Six new homes are beginning the process to become licensed. The McKeegan’s have been foster parents since 2013 and have had seven foster placements. The Board of Commissioners thanked all in attendance for their service.

**IN THE MATTER OF PUBLIC ASSISTANCE FRAUD AWARENESS MONTH PRESS RELEASE**

Mr. Gianangeli shared hi-lights of his press release. He said May is Public Assistance Fraud Awareness month in Ohio, and the Belmont County Department of Job and Family Services (BCDJFS) is spreading the word that “Fraud Costs All of Us.” In 2015, Belmont County recovered approximately \$400,000 in medical claims from individuals who received them in error and \$69,000 was collected in cash and food assistance. Mr. Gianangeli said, “Our Fraud Over-Payment Unit is the check and balance system to ensure that those who are receiving benefits are indeed within the guidelines of the programs.” Mrs. Favede said, “There is a checks-and-balances process within your department and today is an example of the fact that we catch those issues.”

**BREAK**

**10:00 Subdivision Hearing-Hardee Acres, Union Township**

Present: Kevin Barr, Belmont County Engineer’s Department and Union Township Trustee John Spiga, Jr. Mr. Barr said it is a one lot section with a private drive. He reviewed maps with the Board of Commissioners and Mr. Spiga.

**IN THE MATTER OF FINAL PLAT APPROVAL  
FOR HARDEE ACRES  
UNION TOWNSHIP SEC. 22, T-8, R-5**

**“Hearing Had 10:00 A.M.”**

**“FINAL PLAT APPROVAL”**

**O.R.C. 711.05**

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

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Hardee Acres , Union Township Sec. 22, T-8, R-5, which appears to be regular in form and approved by the proper parties;

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

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

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

**IN THE MATTER OF THE VACATION OF  
TOWNSHIP ROAD 97 (BUGAY ROAD)  
UNION TWP. SEC. 16 & 22, T-8, R-5/RD IMP 1138**

**Office of County Commissioners**

**Belmont County, Ohio**

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

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 4th day of May, 2016, at the office of the Commissioners with the following members present:

May 4, 2016

Mrs. Favede  
Mr. Coffland  
Mr. Thomas

Mrs. Favede moved the adoption of the following:

**RESOLUTION**

WHEREAS, On the 4th day of May, 2016, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

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

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

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

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **11th** day of May, 2016 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted May 4, 2016

Jayne Long /s/  
Clerk, Board of County Commissioners  
Belmont County, Ohio

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

May 4, 2016

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 11:09 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:09 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of May, 2016.

Ginny Favede /s/ \_\_\_\_\_

Mark A. Thomas /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

Matt Coffland /s/ \_\_\_\_\_

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

Ginny Favede /s/ \_\_\_\_\_ PRESIDENT

Jayne Long /s/ \_\_\_\_\_ CLERK