

St. Clairsville, Ohio

September 29, 2015

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 Mr. Thomas, 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 \$334,184.26

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE S70 SENIOR PROGRAMS/IN-HOME CARE LEVY FUND AND THE N59 CAPITAL PROJECTS-SENIOR CENTERS FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfer between the S70 Senior Programs/In-Home Care Levy and the N59 Capital Projects-Senior Centers Funds:

FROM	TO	AMOUNT
E-5005-S070-S14.074 Transfers Out	R-9059-N059-N07.574 Transfers In	\$2,186,680.00

To be used for the construction of the new SSOBC building.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 2, 2015****

S70 BELMONT COUNTY SENIOR PROGRAMS/IN-HOME CARE LEVY FUND

E-5005-S070-S14.074	Transfers Out	\$2,186,680.00
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Will be transferred to the N59 Fund to put toward the construction costs for the new SSOBC building.

****FEBRUARY 18, 2015****

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salaries	\$400.00
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****MAY 27, 2015****

T11 BELMONT CO. CDBG CHIP GRANT FUND

E-9702-T011-T05.000	Environmental Conditions-Grant	\$70,000.00
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Grant B-F-14-1AG-1, Draw #194

(\$40,000 for Bridgeport/\$30,000 for Bethesda)

****SEPTEMBER 29, 2015****

GENERAL FUND

E-0051-A001-A28.000	Other Expenses	\$9,380.65
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Sale of Forfeited Property—will be sent to the BCMCU & Prosecutor's Forfeiture Fund

E-0131-A006-A17.012	Cruisers	\$297.49
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Claim No. 0160026449 DOL-08/01/15 Sheriff's Cruiser -vs- Deer

E10 9-1-1 FUND

E-2200-E010-E07.000	Other Expenses	\$1,902.00
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E11 9-1-1 WIRELESS FUND

E-2200-E011-E01.011	Contract Services	\$19,240.38
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H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

E-2600-H005-H14.000	OWIP	\$3,000.00
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H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H01.000	Belmont Co DJFS-WIA	\$60,000.00
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L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L14.000	Other Expenses	\$1,503.33
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N11 9-1-1 SYSTEM UP-GRADE LEVY FUND

E-9011-N011-N01.000	Contract-Projects	\$748,467.40
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S12 BELMONT COUNTY PORT AUTHORITY FUND

E-9799-S012-S21.000	Armory Property	\$6,880.86
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OAKVIEW JUVENILE RESIDENTIAL/VARIOUS FUNDS

E-8010-S030-S40.000	Grant Holding Account	\$271,459.98
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E-8010-S030-S59.000	Fuel/Utilities	\$ 586.87
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E-8011-S031-S02.000	Food (Meal Tickets)	\$ 45.00
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E-8012-S032-S00.000	Activity Expenses	\$ 94.70
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W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND

E-1511-W080-P01.002	Salary	\$2,200.00
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E-1511-W080-P05.003	PERS	\$450.00
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E-1511-W080-P07.006	Hospitalization	\$1,200.00
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E-1511-W080-P08.005	Medicare	\$81.93
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$864.71
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E-0131-A006-A21.000	Towing	\$140.00
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E-0131-A006-A23.000	Background	\$830.00
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E-0131-A006-A24.000	E-SORN	\$550.00
E-0131-A006-A32.000	Warrant Fee	\$560.00
E-1652-B016-B02.000	DUI	\$440.00
E-5100-S000-S01.010	Commissary	\$4,607.85
E-5101-S001-S06.000	CCW License	\$2,258.00
E-8101-S001-S07.012	CCW Equipment	\$1,898.00
E-9710-U010-U06.000	Reserve	\$272.12

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR SEPTEMBER, 2015**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/
Holding Account for the month of September, 2015.

Gross Wages P/E 09/05/15 to 09/19/15	TO		
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,220.15
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	672.00
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	555.05
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,635.84
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,296.71
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	3,966.32
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,070.38
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	693.60
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,636.66
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	7,064.21
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	928.02
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	3,890.70
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,130.62
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,145.47
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,745.93
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,712.80
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	6,380.36
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,242.75
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	7,876.40
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,511.10
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	806.26
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,640.30
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,249.78
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,758.14
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	324.55
			\$78,186.10

DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,636.57
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	4,030.02
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	686.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	453.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	169.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	436.00
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	445.00
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	

Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	45,065.20
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,845.66
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,753.06
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,629.92
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	12,516.41
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,266.87
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,003.10
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	347.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,310.77
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,099.58
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	1,132.04
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	745.84
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,431.76
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	8,543.61
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	1,187.38
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,181.44
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	220.28
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	48.21
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	673.08
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	7,216.47
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,373.96
JUV ACCTBLY - BLOCK GRANT	E-0914-S035-S05.000	R-9895-Y095-Y01.500	509.32
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,882.02
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	26,938.91
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	13,781.12
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	328.46
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,902.24
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	648.98
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	600.22
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	923.84
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	140.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,189.67
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	441.40
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	579.80
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	358.40
			252,585.15

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF JUNE, JULY, AUGUST, 2015**

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

for Waived Hospitalization for the months of June, July, August, 2015.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	9,666.65
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	250.00
E2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	250.00
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	1,750.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y03.500	166.66
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	400.06
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	949.60
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	66.88
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	67.78
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	11.44
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	4.24
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,083.32
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	750.00
E-0400-M078-M02.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	250.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	750.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,500.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,250.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	500.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,000.00
E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	1,833.33
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	166.66
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	0.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
	TOTAL		25,416.62

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 Mr. Thomas, seconded by Mr. Coffland granting permission for county employees to travel as follows: DJFS-Linda Kinter, Shelley Schramm and Lori Bittengle to Coshocton Co. JFS on October, 15, 2015, for training. Mike Schlantz, Jon Purtiman and Sarah Smith to Columbus, OH, on October 19-21, 2015 for WIOA meeting. Linda Kinter and Shelley Schramm to Union County JFS for a Bi-monthly meeting. Estimated expenses: \$1,493.40

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 9, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
CEBCO BELMONT COUNTY RENEWAL ACCEPTANCE FOR 2016/
EMPLOYEE HEALTH INSURANCE BENEFITS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the CEBCO Belmont County Rate Renewal Acceptance for 2016 for employee health insurance benefits.

CEBCO

Belmont County Rate Renewal Acceptance for 2016

2016 Renewal Rates	Plan 1bb	Rx	Total
E'ee:	\$481.24	\$75.72	\$556.96
E'ee + Fam:	\$1,268.55	\$199.58	\$1,468.13

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE (PAY REQUEST #5)
FOR BORDER PATROL, LLC /FAIRGROUNDS SEWER PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the execution of Pay Request Number 5 from Border Patrol, LLC in the amount of \$104,291.87 for the Belmont County Fairgrounds Sewerage Project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE
FOR VAUGHN COAST VAUGHN, INC. /FAIRGROUNDS SEWER PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the payment of Invoice Number 14020-5 from Vaughn Coast Vaughn, Inc., in the amount of \$2,800.00 for professional services and other expenses incurred for the Belmont County Fairgrounds Sewerage Project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING MOTION OF SEPTEMBER 23, 2015
TO APPROVE CHANGE ORDER NUMBER 1 FROM LASH PAVING
COMPANY/PAVING FULTON HILL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to rescind the motion of September 23, 2015 to approve Change Order Number 1 from The Lash Paving Company in the amount of \$38,731.00 for an additional 2,075 linear feet of paving for Fulton Hill.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE REVISED CHANGE ORDER
NUMBER 1 FOR LASH PAVING COMPANY/ENGINEER'S PROJECT 15-5
RESURFACING VARIOUS COUNTY HIGHWAYS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the *revised* Change Order Number 1 from The Lash Paving Company for the Belmont County Engineer's Project 15-5 Resurfacing Various County Highways in the amount of \$37,981.00 for an additional 2,075 linear feet of paving for Fulton Hill.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE AFFIDAVIT OF
FORFEITURE OF OIL AND GAS LEASE/4.158 ACRES WASHINGTON TOWNSHIP**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Affidavit of Forfeiture of Oil and Gas Lease pursuant to Ohio Revised Code Section 5301.332 for Tax Parcel No. 43-60021.000 consisting of 4.158 acres in Washington Township.

Note: This parcel was leased to Rice Energy on June 11, 2014.

**AFFIDAVIT OF FORFEITURE OF OIL AND GAS LEASE
Pursuant to Ohio Revised Code Section 5301.332**

STATE OF OHIO §
 §
COUNTY OF BELMONT §

The undersigned, **Mark A. Thomas, President, Ginny Favede, Vice President, and Matt Coffland, Member, of the Belmont County Board of Commissioners**, whose mailing address is 101 West Main Street, St. Clairsville, OH 43950, being first duly sworn, state the following:

Affiants state that the Belmont County Board of Commissioners is the owner of the following described parcel:
Tax Parcel No. 43-60021.000, being 4.158 acres, more or less, out of the Southwest Quarter of Section 7, Township 5N, Range 4W, located in Washington Township, Belmont County, Ohio, and described in Book 616, Page 624, dated November 25, 1983, by and between Russell D. Lucas and Violet J. Lucas, his wife, as grantors, and The Board of Commissioners of Belmont County, Ohio, as grantee.

Affiants state the following oil and gas leases affect the above-mentioned parcel:

1. Oil and Gas Lease, from Wm. C. Hedges and Priscilla, his wife, to J. H. Heiner and Cyrus S. Pershing, dated February 6, 1885, recorded on June 20, 1885, and recorded in **Volume 2, Page 143** of the Lease Records of Belmont County, Ohio, with a primary term

- of twenty (20) years, leasing 160 acres. Said lease being assigned from J. H. Heiner and Cyrus S. Pershing to John McKeown on May 29, 1888 in Book 3, Page 327.
2. Oil and Gas Lease, from Jason Read and Alice Read, husband and wife, to T. A. Welsh, dated April 21, 1893, recorded on February 20, 1894, and recorded in **Volume 10, Page 187** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 80 acres. Said lease being partially assigned by T. A. Walsh to Geo S. Davis and T. G. Phillips in the margin of said lease.
 3. Oil and Gas Lease, from Jason Reed to S. Lee Tomlinson, dated April 17, 1902, recorded on May 21, 1902, and recorded in **Volume 24, Page 87** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 80 acres.
 4. Oil and Gas Lease, from Jason Read to Pittsburg Diamond Oil Co., dated September 21, 1903, recorded on September 26, 1903, and recorded in **Volume 28, Page 78** of the Lease Records of Belmont County, Ohio, with a primary term of one (1) year, leasing 80 acres.
 5. Oil and Gas Lease, from J. W. Morris and Emma J. Morris, husband and wife, to The Natural Gas Company of West Virginia, dated July 1, 1920, recorded on October 3, 1927, and recorded in **Volume 52, Page 35** of the Lease Records of Belmont County, Ohio, with a primary term of twenty (20) years, leasing 80 acres.
 6. Oil and Gas Lease, from Walter N. Dornon and Glenna Dornon, his wife, to Richard Perkins, dated July 19, 1962, recorded on October 11, 1962, and recorded in **Volume 78, Page 357** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 73 acres.
 7. Oil and Gas Lease, from Glenna and Walter N. Dornon, husband and wife, to K-Mac Oil Company, dated December 7, 1967, recorded on March 12, 1968, and recorded in **Volume 82, Page 65** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 354 acres.
 8. Oil and Gas Lease, from Walter N. and Glenna L. Dornon, husband and wife, to National Petroleum Corporation, dated February 13, 1974, recorded on August 14, 1974, and recorded in **Volume 87, Page 376** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 80 acres. Said lease being assigned by National Petroleum Corporation to Worthington Oil Company, Inc., on March 6, 1974, in Volume 87, Page 409. Said lease being further assigned by Worthington Oil Company, Inc. to Redman Oil Company on March 15, 1974, in Volume 87, Page 412. Said lease being further assigned by E. C. Redman, d/b/a Redman Oil Company to Howard D. Atha on November 4, 1976, in Volume 90, Page 260.
 9. Oil and Gas Lease, from Russell D. Lucas to Pan American Exploration, dated March 21, 1979, recorded on May 25, 1979, and recorded in **Volume 94, Page 204** of the Lease Records of Belmont County, Ohio, with a primary term of ten (10) years, leasing 73 acres. Said lease being assigned by Pan American Exploration to American Hunter Exploration, Ltd. on July 23, 1980 in Volume 97, Page 106. Said lease being further assigned by American Hunter Exploration, Ltd. to International Resource Development Corporation on August 5, 1981 in Volume 98, Page 741. Said lease being further assigned by International Resource Development Corporation to Amurex Corporation on March 7, 1984 in Volume 102, Page 117.

Affiants state that the above-mentioned lessees, or their successors or assigns, have failed and neglected to comply with specifically described covenants provided for in the leases. Furthermore, the terms of said leases have expired and there are no producing or drilling oil and gas wells on the leased premises. Affiants consider the above-mentioned oil and gas leases to be forfeited and void.

After due diligence, the last known address of all of the lessees, or their successors or assigns, could not be ascertained, thereby making service by certified mail, return receipt requested, to all of the lessees impossible to complete. An address was found and service by certified mail was completed for The Natural Gas Company of West Virginia, as evidenced by Exhibit "A" attached hereto.

Since service of notice by certified mail could not be completed to all of the lessees, a notice of Affiants' intent to declare the leases forfeited was published in the **Times Leader**, a newspaper of general circulation in Belmont County, Ohio, on August 14, 2015, in accordance with O.R.C. 5301.332(A)(2). Proof of publication is attached hereto as Exhibit "B."

Further, Affiants sayeth naught.

<u>Mark A. Thomas /s/</u>	9-29-15
Mark A. Thomas, President, Belmont County Board of Commissioners	Date
<u>Ginny Favede /s/</u>	9-29-15
Ginny Favede, Vice President, Belmont County Board of Commissioners	Date
<u>Matt Coffland /s/</u>	9-29-15
Matt Coffland, Member, Belmont County Board of Commissioners	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP. /CR 56 (MT. VICTORY ROAD)

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation, effective September 29, 2015, for the purpose of ingress and egress for "Drilling Activity" at the following site:

4.0 miles of CR 56 (Mt. Victory Road) at various sites.

Note: No Bond needed per County Engineer Fred Bennett. Paving will be done by Gulfport Energy before start.

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

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

RECITALS

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

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

WHEREAS, Operator intends to commence use of 4 miles of CR 56, Mt. Victory Road for the purpose of ingress to and egress from Various pads for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at Various pads (hereinafter referred to collectively as "Drilling Activity"); and

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

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

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and

repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

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

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

1. The portion of CR 56, Mt. Victory Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 148 and going north for 4 miles to a pad entrance. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 for any of its Drilling Activities hereunder.

2. ~~The portion of CR, to be utilized by Operator hereunder, is that exclusive portion beginning at _____.~~
It is understood and agreed that the Operator shall not utilize any of the remainder of CR for any of its Drilling Activities hereunder.

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

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

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

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of N/A & 00/100 DOLLARS (\$ N/A .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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

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

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

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

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

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

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

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

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

16. This Agreement shall be in effect on September 29, 2015.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: Matt Coffland /s/

By: Doug Schrantz /s/

Commissioner

By: Mark A. Thomas /s/

Printed name: Doug Schrantz

Commissioner

By: Ginny Favede /s/

Company Name: Gulfport Energy Corporation

Commissioner

By: *Fred F. Bennett /s/*

Title: Director of Infrastructure

Fred Bennett, County Engineer

Dated: 9-29-15

Dated: 8/19/15

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Appendix A

This RUMA is approved upon meeting the requirements of the Belmont County Sanitary Sewer District for crossing water and sewer lines. You must contact the BCSSD for their requirements at 740-695-3144.

Note: The section of CR 56 from OH 148 for the first 1.8 miles will be primarily passenger vehicles. The truck traffic will be coming from the north.

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR 56 and in accordance with the attached plans and/or county standards.
- 4) Maintain CR 56 during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENTS FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH ASCENT RESOURCES-UTICA, LLC./CR 56 (MORGAN HILL ROAD)

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into **Roadway Use Maintenance Agreements for Drilling Projects and Infrastructure** with Ascent Resources-Utica, LLC, effective September 29, 2015, for the purpose of ingress and egress for "Drilling Activity" at the following sites:

0.75 miles of CR 56 (Morgan Hill Road) at the Yoder Well Site.

0.75 miles of CR 56 (Morgan Hill Road) at the Oboy Well Site.

Note: No Bond needed per County Engineer Fred Bennett. Paving will be done by Ascent Resources-Utica before start and road will be maintained.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between BELMONT COUNTY, a political subdivision, whose mailing address is 101 W. Main Street, Courthouse, St. Clairsville, OH 43950 (hereafter "Authority"), and Ascent Resources-Utica, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use of 0.75 miles of Morgan Hill Rd (CR 56) for the purpose of ingress to and egress from the [Oboy Well Site], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Oboy Well Site] (hereinafter referred to collectively as "Drilling Activity"); and

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

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

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and

repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

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

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

1. The portion of CR 56, to be utilized by Operator hereunder, is that exclusive portion beginning at the County Line (CR 71 (Morgan Hill Rd)) and ending at the TR 451 (Grays Ridge Rd). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 for any of its Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the Township Trustees, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless accepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of 0 & 00/100 DOLLARS (\$ 0 .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - d. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - e. 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.
 - f. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on September 29, 2015.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: *Matt Coffland /s/*

By: *Jeff Beck /s/*

Commissioner

By: *Mark A. Thomas /s/*

Printed name: Jeff Beck

Commissioner

By: *Ginny Favede /s/*

Company Name: Ascent Resources-Utica, LLC

Commissioner

By: _____ Commissioner	Company Name: Ascent Resources-Utica, LLC _____
By: <i>Fred F. Bennett /s/</i> County Engineer	Title: Field Superintendent – Road Infrastructure Management _____
Dated: 9-29-15 _____	Dated: 7/24/15 _____

Approved as to Form:
David K. Liberati /s/ Assistant

County Prosecutor

Appendix A

Operator shall:

- 8) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 9) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 10) Upgrade CR 56 in accordance with the attached plans and/or county standards.
- 11) Maintain CR 56 during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 12) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 13) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 14) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.
- 15) Prior to construction of well pad and drilling, the operator shall upgrade roadway.

Authority shall:

- 3) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 4) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.
- 5) Not require a bond on the road as long as roadwork begins prior to drilling activities.

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include – etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between BELMONT COUNTY, a political subdivision, whose mailing address is 101 W. Main Street, Courthouse, St. Clairsville, OH 43950 (hereafter "Authority"), and Ascent Resources - Utica, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use of 0.75 miles of Morgan Hill Rd (CR 56) for the purpose of ingress to and egress from the [Yoder Well Site], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Yoder Well Site] (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 56, to be utilized by Operator hereunder, is that exclusive portion beginning at the County Line (CR 71 (Morgan Hill Rd)) and ending at the TR 451 (Grays Ridge Rd). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the Township Trustees, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by

the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.

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

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

5. Unless accepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of 0 & 00/100 DOLLARS (\$ 0 .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- g. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route’s condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- h. 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.
- i. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.

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

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

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

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

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

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

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

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

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

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

Executed in duplicate on the dates set forth below.

<u>Authority</u>	<u>Operator</u>
By: <u>Matt Coffland /s/</u> Commissioner	By: <u>Jeff Beck /s/</u>
By: <u>Mark A. Thomas /s/</u> Commissioner	Printed name: Jeff Beck
By: <u>Ginny Favede /s/</u> Commissioner	Company Name: Ascent Resources-Utica, LLC
By: _____ Commissioner	Company Name: Ascent Resources-Utica, LLC
By: <u>Fred F. Bennett /s/</u> County Engineer	Title: Field Superintendent – Road Infrastructure Management
Dated: <u>9-29-15</u>	Dated: <u>7/24/15</u>

Approved as to Form:
David K. Liberati /s/ Assistant

County Prosecutor

Appendix A

Operator shall:

- 16) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 17) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 18) Upgrade CR 56 in accordance with the attached plans and/or county standards.
- 19) Maintain CR 56 during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 20) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 21) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 22) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.
- 23) Prior to construction of well pad and drilling, the operator shall upgrade roadway.

Authority shall:

- 6) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 7) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.
- 8) Not require a bond on the road as long as roadwork begins prior to drilling activities.

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include – etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into an Oil and Gas Lease by and between Belmont County Sanitary Sewer District #3, by the County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners, and XTO Energy Inc., effective September 29, 2015, in the amount of \$7,000 per acre for 13.0756 acres, for a five-year term, 18% royalty.

PAID UP OIL and GAS LEASE

THIS AGREEMENT made and entered into this the 1st day of September, 2015 by and between **Belmont County Sanitary Sewer District #3, by the County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners** 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 **Pultney Township, BELMONT County, State of Ohio**, and covering the following described lands as follows (the "lease premises"):

See Attached Exhibit "A"

containing, **13.0756** 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.

See Addendum attached hereto and made a part hereof

- 1. It is agreed that this lease shall remain in force for a primary term of **FIVE (5)** 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 **18%** 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 **18%** 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 18% of the amount realized by Lessee from such sale, and

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

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

- completion of the well, record a copy of its unit designation in the County where the lease premises are located. In order to give effect to the known limits of the pool of oil or gas or both as such limits may be determined from available geological or scientific information or drilling operations, Lessee may at any time amend, re-form, reduce, or enlarge the size and shape of any unit formed, and increase or decrease that portion of the acreage covered by this lease which is included in any drilling or production unit, or exclude it altogether; provided that Lessee shall file an appropriate instrument of record in the county records where lands are located and written notice thereof shall be given to Lessor promptly. As to each drilling or production unit designated by the Lessee, the Lessor agrees to accept and shall receive out of the production or the proceeds from the production from such unit, such proportion of the royalties specified herein, as the number of acres out of the leased premises covered by this lease which may be included from time to time in any such unit bears to the total number of acres included in such unit rather than the full amount of the royalty stated in paragraph 2 above. Operations on any portion of the unit created under the terms of this paragraph shall have the same effect upon the terms of this lease as if operations or production are being conducted or occurring on the lease premises.
16. If at any time after the primary term hereof there is a well capable of producing gas (with or without condensate) in paying quantities located upon the leased premises or on lands pooled therewith but such well is awaiting pipeline connection or is shut-in for any other reason (whether before or after production) and this lease is not maintained in force by operations or production at any well or by other activity or event, nevertheless it shall be considered that gas is being produced in paying quantities within the meaning of this lease (collectively, the "Shut-in Well"). On or before the end of the initial year during which this lease is maintained in force for the entire annual period under this paragraph 16, if the Shut-in Well has been shut-in for at least 90 consecutive days during such period, Lessee shall pay or tender to Lessor hereunder, or to those entitled to the royalties provided for in this lease, a shut-in royalty equal to \$1.00 per acre for the acreage held under this lease at the time such payment or tender is made. Each subsequent payment or tender shall be made thereafter in like manner and amount on or before the end of each annual period while the lease is maintained in force for the entire annual period under the first sentence of this paragraph 16. Lessee's failure to timely or correctly pay or tender the shut-in royalty for any year shall not operate to terminate this lease or serve as a basis for its cancellation, but Lessee shall correct any erroneous payment or tender, when notified thereof, and if late then Lessee shall make the correcting payment or tender with interest at the rate of eight (8%) percent per annum to those to whom such shut-in royalty was not timely or correctly paid or tendered. As long as any well is shut-in, it shall be considered for the purposes of maintaining this lease in force that gas is being produced in paying quantities and this lease shall continue in effect both before and after the primary term. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.
17. Lessee shall be entitled during the term of this lease to lay and maintain pipelines on and across Lessor's leased premises to transport, without any fee payable therefore to Lessor, natural gas produced on the leased premises and/or on other lands pooled therewith whether or not adjacent to the tract of land described herein. Any such transportation or gathering lines shall always remain the property of Lessee. Beyond the term of this lease, Lessee shall not be entitled to lay and maintain additional pipelines across Lessor's leased premises without specific written consent of Lessor. However, any pipelines laid during the term of this lease shall continue to be operative at the Lessee's option without any fee payable to Lessor and Lessee shall continue to have the right of unlimited access to maintain or remove said pipelines.
18. Lessee, in its sole discretion, may plug and abandon any well which it has drilled on the lease premises. Upon abandonment of said well or wells drilled on the lease premises, Lessee shall restore, to the extent reasonably practicable, the drill site, access road(s) to said drill site(s), culverts and gates.
19. All the terms, conditions, limitations and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.
20. In addition to the covenants of general warranty hereinabove contained, Lessor hereby warrants that: (i) the lease premises are not encumbered by any enforceable oil or gas lease(s) of record or otherwise, and (ii) Lessor is not currently receiving any bonus, rental, production royalty or shut-in royalty as the result of any prior oil or gas lease(s) covering any or all of the subject property, and (iii) all wells drilled upon the lease premises, or upon any lands with which the lease premises have been combined in a drilling or production unit, have been plugged and abandoned.
21. If during the term of this lease the Lessor makes a conveyance whereby the surface rights are transferred on the entire lease or a portion thereof, Lessor shall promptly give notice of same to Lessee and Lessor shall forward to Lessee a recorded copy of such conveyance. Lessor shall similarly provide the new title holder(s) to the surface rights with the terms and provisions of this Oil and Gas Lease that said title holders are subject to.
22. If Lessor receives an offer to lease the oil or gas or both concerning any portion of the leased premises described herein at any time while this agreement remains in full force and effect, or within six (6) months thereafter, Lessor hereby agrees to notify Lessee of offeror's name, and to offer immediately to Lessee, in writing, the same lease terms. Lessee shall have fifteen (15) days to accept or reject the said offer to lease the oil and gas covered by the offer at the price, terms, and conditions specified in the offer. Failure of Lessor to provide such notice and offer to Lessee shall terminate any Lease entered into between Lessor and such offeror.
23. This instrument may be executed in counterparts each having the same validity and all of which shall constitute but one and the same instrument. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. 24. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
25. This Lease contains the entire agreement of Lessor and Lessee and supersedes and replaces any oral or written communication heretofore made between them relating to the subject matter.
26. As a result of topography, land development in the vicinity of the leased premises, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations may either be restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of the leased premises or off of lands with which the leased premises are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under the leased premises or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on the leased premises. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.
27. For the above consideration, Lessee is granted the option to renew this lease under the same provisions for a secondary primary term of FOUR (4) 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 FIVE (5) year primary term hereof; which payment, when made, shall constitute the entire payment due for the second primary term of FOUR (4) years.

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

LESSOR

Mark A. Thomas /s/

Mark A. Thomas, President
Belmont County Board of Commissioners

Ginny Favede /s/

Ginny Favede, Vice-President
Belmont County Board of Commissioners

Matt Coffland /s/

Matt Coffland, Commissioner
Belmont County Board of Commissioners

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING
COMMISSIONER MATT COFFLAND TO REPRESENT THE BELMONT
COUNTY BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE
FOR THE OHIO PUBLIC WORKS COMMISSION ROUND 30 PROJECTS**

Motion made by Mr. Thomas, seconded by Mrs. Favede to adopt the resolution authorizing Commissioner Matt Coffland to represent the Belmont County Board of Commissioners on the County Sub-Committee for Ohio Public Works Commission Round 30 Projects.

RESOLUTION

Resolution authorizing Commissioner Matt Coffland to represent the Belmont County Board of Commissioners on the County Sub-Committee for Ohio Public Works, Round 30 Projects.

Motion made by Commissioner Thomas, seconded by Commissioner Favede to adopt the foregoing resolution this 29th day of September, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A GRANT AGREEMENT
WITH OHIO DEVELOPMENT SERVICES AGENCY FOR THE CDBG PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the grant agreement with the Ohio Development Services Agency for the State Community Block Grant (CDBG) Program, Grant Number B-F-15-1AG-1, in the amount of \$175,000.00 for the period beginning September 1, 2015 through February 28, 2017.

Note: This is the biennial agreement with the State for the CDBG Formula funds to be administered by Belomar.

**STATE OF OHIO
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY DEVELOPMENT PROGRAM
CFDA No. 14.228
GRANT AGREEMENT**

F.T.I. Number: 346000236

Grant Number: B-F-15-1AG-1

This Grant Agreement (the "Agreement") is made and entered into by and between the **Ohio Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and **Belmont County Board of Commissioners**, located at **101 West Main Street, Courthouse, St. Clairsville, Ohio 43950**, (the "Grantee"), for the period beginning **September 1, 2015** and ending **February 28, 2017** (the "Grant Period").

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

B. Grantor, through its Division of Community Services, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted to the Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to the Grantee in the amount of **\$175,000.00** ("Grant Funds"), for the sole and express purpose of providing for the performance of the **Community Development Block Grant Program (CDBG)**, and undertaking the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto and made a part hereof, and incorporated herein by reference. The award of Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as set forth in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by the Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. **Payment of Grant Funds.** Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report" as listed in Attachment B, which is attached hereto, made a part hereof and incorporated herein by reference. Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of the Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. **Reporting Requirements.** Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Office of Community Development Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at: http://development.ohio.gov/cs/cs_fiscaldorms.htm.

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in C CFR 200 Subpart F- Audit Requirements within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition Grantee must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.

12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age military status, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 TO 3148, as amended) all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

15. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

16. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

17. **Termination.**

a. Grantor may immediately terminate this agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

- i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- ii. Failure of Grantee to submit any reports required by this Agreement that is complete and accurate.
- iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
- iv. Cancellation of the grant of funds from HUD.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under paragraph Section 18 of this Agreement.

18. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations

as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

19. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

20. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

21. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

22. Adherence to State and Federal Laws, Regulations.

a. General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13 (I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

23. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

24. Falsification of Information. Grantee represents and warrants that it has made no false statements to the Grantor in the process of obtaining this award of Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of Grant Funds, Grantee shall be required to return all Grant Funds immediately pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC. 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.

25. Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

26. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any action or proceedings by Grantee against Grantor or the State of Ohio, involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of Grantor, to:
Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
2. In case of Grantee, to:
Belmont County Commissioners
101 West Main Street,
St. Clairsville, Ohio 43950-1264
Attn: Mark Thomas, President

f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s).

Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02 (the “Expense Rule”), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor of their respective employees or agents.
- k. **Binding Effects.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitations, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

GRANTEE:
Belmont County Commissioners
Mark Thomas, President

GRANTOR:
State of Ohio
Department Services Agency
David Goodman, Director

By : Mark Thomas /s/_____
Printed Name: Mark Thomas
Title: President
Date: 9/29/15

By: _____
Printed Name: _____
Title: _____
Date: _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE NOTICE OF RETIREMENT FROM DORENE ZANKE, NORTHERN DIVISION COURT DEPUTY CLERK

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the notice of retirement from Dorene Zanke, Northern Division Court Deputy Clerk, effective December 31, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION TO ADVERTISE FOR A FISCAL ADMINISTRATOR/TRANSPORTATION DIRECTOR/SENIOR SERVICES

Motion made by Mr. Thomas, seconded by Mr. Coffland to rescind the motion of September 23, 2015 to advertise for a Fiscal Administrator/Transportation Director for Senior Services of Belmont County.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR FISCAL ADMINISTRATOR/SENIOR SERVICES

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for a Fiscal Administrator for Senior Services of Belmont County.

Job Posting
Fiscal Administrator

Senior Services of Belmont County is currently accepting resumes for the position of Fiscal Administrator. The position is responsible for general accounting, management oversight and development and analysis of all Senior Services of Belmont County Fiscal Operations. Serve’s as part of the agency’s Senior Management Team to include personnel responsibilities.

Bachelor degree in Accounting or related field required. Two (2) years of experience preparing financial reports as well as maintaining and reviewing fiscal records in a computerized environment. Experience in public accounting, fiscal management with an understanding of multiple funding sources.

Qualified candidates may submit resume and 3 references to:

Belmont County Connections
302 Walnut Street
Martins Ferry, OH 43935
(740)633-5627

Deadline for Resumes is October 19, 2015

EOE

Upon roll call the vote was as follows:

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

Discussion – Mr. Thomas noted that Transportation Director was taken out of the ad; it is not a dual position.

IN THE MATTER OF ADVERTISING FOR FULLTIME HUMAN RESOURCE GENERALIST

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for a fulltime Human Resource Generalist for the Belmont County Board of Commissioners.

Job Posting
Human Resource Generalist

The Belmont County Board of Commissioners is currently accepting resumes for the full-time position of Human Resource Generalist. This position is responsible general HR duties including coordinating the employment process, establishing job descriptions, performance evaluation, training, etc. Also responsible for compliance with state and federal regulations, and workers compensation.

Bachelor degree in Human Resources or related field or a minimum of five (5) years of direct Human Resources experience preferably in the public sector.

Salary commensurate with experience. County Benefit package.

Qualified candidates may send resume with cover letter and a list of references on or before October 19, 2015 to:

Belmont County Connections

302 Walnut St.

Martins Ferry, OH 43935

(740)633-5627

EOE

Upon roll call the vote was as follows:

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

Discussion – Mr. Thomas noted this will be an additional person to work with the Human Resource Administrator on many issues.

Open Public Forum – Richard Hord commented on an article in a local newspaper showing a 9.5 percent growth rate for Belmont County. “Belmont County is booming,” said Mr. Coffland. Mr. Thomas said developers pays attention to the stats and it helps bring housing, retail and food establishments to the area.

Richard Hord inquired why the Senior Services Transportation Director position was eliminated from the Fiscal Administrator ad. Mrs. Favede replied the transportation was handled by a previous employee. When she left in December, the fiscal administrator handled it but it was never a part of the job description.

Mr. Coffland announced Spectra Energy called regarding a regularly scheduled test being done at the Colerain compressor station this morning and it will be loud. EMA and 911 have been notified.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:22 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Consultant and Kelly Porter, Assistant Director, Belmont County Sanitary Sewer District, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

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

Note: Dana Meager, HR Manager and Mark Esposito, BCSSD Director, also joined executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 9:51 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to exit executive session.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTION WAS TAKEN:

**IN THE MATTER OF AUTHORIZING MARK ESPOSITO,
DIRECTOR, TO HIRE FOR THREE WATER AND SEWER
DEPARTMENT EMPLOYEES/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize Mark Esposito, BCSSD Director, to offer employment for the following positions within the District: two (2) utility workers (one new position and one current position) and one (1) collection system operator (new position).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION
AT 9:52 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Consultant and Mark Esposito, Director, and Kelly Porter, Belmont County Sanitary Sewer District, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:11 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to exit executive session.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTION WAS TAKEN:

IN THE MATTER OF ACCEPTING THE NOTICE OF RETIREMENT FROM MARK ESPOSITO, DIRECTOR, BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the notice of retirement of Mark Esposito, Director, Belmont County Sanitary Sewer District, effective September 30, 2015.

Upon roll call the vote was as follows:

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

Discussion – Mr. Thomas, on behalf of the board, thanked Mr. Esposito for his thirty-five years of service and for his amazing effort over the years, especially over the last 5-10 years. He said he has overseen the growth of a system that is currently out of control, but in a good, positive way for Belmont County. Mr. Esposito thanked the board for their faith in him to operate one of the biggest departments in Belmont County. He thanked all of his employees who supported him, they worked together as a team. He will be coming back to work in another capacity.

IN THE MATTER OF AUTHORIZING THE BELMONT COUNTY SANITARY SEWER DISTRICT TO HIRE MARK ESPOSITO AS CONSULTANT ON AN INTERMITTENT BASIS

Motion made by Mr. Thomas, seconded by Mr. Coffland to rehire Mark Esposito as a temporary intermittent consultant for the Belmont County Sanitary Sewer District, beginning October 1, 2015 at the rate of \$ 36.00 per hour, not to exceed 1000 hours per year with no county benefits.

Upon roll call the vote was as follows:

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

Discussion – Mr. Thomas noted Mr. Esposito started as a summer student and moved up to being the director. Now he will be out in the field more and doing training. He knows the entire department.

10:15 Agenda Item: National Childhood Cancer Awareness Month Proclamation
Present: Dr. Carrie Wehr, Autumn Wehr and John Mattox from Make A Wish Foundation.

Mrs. Favede said she met Autumn and her family at the Barnesville Pumpkin Parade and invited them to come in to share Autumn’s story. Dr. Wehr, Autumn’s mother, thanked the board for all that they have done for helping raise awareness of childhood cancer.

IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF NATIONAL CHILDHOOD CANCER AWARENESS MONTH

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation in recognition of September as Childhood Cancer Awareness Month.

***PROCLAMATION
IN RECOGNITION OF
NATIONAL CHILDHOOD CANCER AWARENESS MONTH***

WHEREAS, the health and safety of all children is essential to the happiness and well-being of Belmont County families and communities; and

WHEREAS, pediatric cancer affects thousands of young Americans each year. It is the leading cause of disease-related death for children, approximately 1 in 285 children in the US will be diagnosed with the disease before the age of 20, and the American Cancer Society reports that more than 10,000 new cases of childhood cancer are expected to occur among children ages fifteen and under in 2015; and

WHEREAS, due to high participation and advancements in medical treatments, mortality rates in childhood cancer have declined; however, despite such advances, in 2015, 1,250 children under the age of sixteen are expected to lose their battle with cancer; and

WHEREAS, throughout the United States organizations, advocates, and hospitals work to increase awareness of the signs of childhood cancer, advocate for active cancer screening tests and treatments, and support the families affected by childhood cancer; and

WHEREAS, during National Childhood Cancer Awareness Month, we remember the many children who have been taken from us too soon, and we extend our support to all those who continue to battle this illness with incredible strength and courage; and

WHEREAS, it is vital that those affected by childhood cancer have access to quality, affordable care, and that research of all forms of childhood cancer continues to be vigorously supported; and

WHEREAS, this month, we pay tribute to the families, friends, professionals, and communities who lend their strength to children fighting pediatric cancer. May their courage and commitment continue to move us toward new cures, healthier outcomes, and a brighter future for America's youth.

NOW, THEREFORE, BE IT RESOLVED that the Board of Belmont County Commissioners hereby proclaims the month of September 2015 as Childhood Cancer Awareness Month and calls this observance to the attention of all our citizens.

Adopted this 29th day of September, 2015.

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/ _____

Ginny Favede /s/ _____

Matt Coffland /s/ _____

Upon roll call the vote was as follows:

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

Mr. Thomas noted as a result of an earlier executive session the following action was taken:

IN THE MATTER OF ADOPTING THE RESOLUTION APPOINTING MR. KELLY PORTER AS THE DIRECTOR OF THE BELMONT COUNTY SANITARY SEWER DISTRICT

The Board met this day in regular session with the following members present:

Mark A. Thomas, President; Ginny Favede, Vice-President; Matt Coffland

RESOLUTION OF THE BELMONT COUNTY BOARD OF COMMISSIONERS

APPOINTING MR. KELLY PORTER AS THE

DIRECTOR OF THE BELMONT COUNTY SANITARY SEWER DISTRICT

WHEREAS, pursuant to R.C. 6117.01, the Belmont County Board of Commissioners (“Commissioners”) is the appointing authority for the Director of the Belmont County Sanitary Sewer District; and

WHEREAS, the Director shall be paid on a salary basis, as that term is used under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. 201 *ET seq.*

NOW, THEREFORE BE IT RESOLVED, the Belmont County Board of Commissioners appoints Mr. Kelly Porter as the Director of the Belmont County Sanitary Sewer District effective October 1, 2015 at the annual salary of seventy-four thousand dollars (\$74,000.00). Motion made by Commissioner Thomas, seconded by Commissioner Favede to adopt the foregoing resolution and upon roll call the vote was as follows:

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

Discussion - Mr. Thomas said Mr. Porter has worked as Project Manager for the last five to six years. He has worked closely with Mr. Esposito and has a wealth of knowledge.

IN THE MATTER OF DISCUSSION HELD REGARDING THE OIL AND GAS INCOME RECEIVED BY BELMONT COUNTY

“I wanted to assure Belmont County residents that there is no money sitting in a pot that we are holding onto,” said Mrs. Favede. Mrs. Favede reviewed monies received from oil and gas.

<u>Total for 2014 - \$4,837,730.07</u>	<u>Total for 2015 thru 09/08/15 is \$114,442.85</u>
Royalties-\$1,761.63	Royalties-\$366.49
Lease Bonuses-\$4,803,280.66	Lease Bonuses-\$90,566.36
Right of Ways-\$17,687.78	Right of Ways-\$18,010.00
Donation to EMA-\$15,000.00	Donations to EMA \$5,500.00

Monies utilized from oil and gas.

<u>04/15/14-\$3,040,820.02</u>	<u>12/29/14-\$1,762,010.64</u>
3 Bond Retirement Funds-\$2,103,793.55	Paving-\$1,000,000.00
Mall Road Project-\$937,026.47	Village of Barnesville (Industrial Park Sewer Project)-\$500,000.00
	Fairgrounds Sewer Project-\$262,010.64

Mr. Coffland noted the commission invested an additional \$2.3 million this year on road paving out of General Fund money. As the funding has been coming in, upgrades to infrastructure and water and sewer have been done. Mr. Thomas said the first round of bonus money that was received in 2014 was from leases signed in 2013. The initial payment was about \$3 million. “With the \$2 million we paid down on principal debt and then we refinanced the balance of that debt at a much lower rate and a significantly less term, which translates into hundreds of thousands of dollars of benefit to the tax payers of the county,” said Mr. Thomas. “Unless there are royalties being paid, there is no additional oil and gas money coming in directly to the Belmont County Commissioners,” said Mr. Thomas. Mrs. Favede said in regards to paving by the oil and gas companies, they agree to pave roads they are actively using. We don’t get to pick which roads they pave, we don’t get to pick the length that they pave. They pave specific roads under the Road Use Maintenance Agreement. “From my calculations, out of all the money that has been brought in since the beginning of 2014, we have \$149,000 left over”, Mrs. Favede noted. Auditor Andy Sutak noted the County Engineer must also maintain bridges along with the roads, which is a big cost. Mr. Thomas noted the License Gas Tax is not enough to cover paving the roads, that’s why the Board of Commissioners used General Fund money to help. He said, “Unless the gas tax is raised we will have this funding issue for roads and bridges.”

Reconvened Thursday, October 1, 2015 at 9:47 a.m. Commissioners Thomas and Favede present. Commissioner Coffland absent.

IN THE MATTER OF AWARDING THE BID FOR THE FLUSHING SENIOR CENTER RENOVATION TO COLAIANNI CONSTRUCTION

Motion made by Mr. Thomas, seconded by Mrs. Favede to award the bid for the Flushing Senior Center Renovation to Colaianni Construction in the amount of \$ 187,300.00 based upon the recommendation of Danny Popp, Project Manager as follows:

Base Bid		\$184,000.00
Alt. #1 Block wall infill	take	+ 300.00
Alt. #2 Reuse existing ceiling grid	no	0.00
Alt. #3 Hood MUA	no	0.00
Alt. #4 Wood Dr Frames	no	0.00
Alt. # 5 VCT flooring	no	0.00
Alt. # 6 Signage	take	+ 3,000.00
Total contract sum:		\$187,300.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:49 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to adjourn the meeting at 9:49 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 7th day of October, 2015.

Mark A. Thomas /s/_____

September 29, 2015

Ginny Favede /s/ _____ COUNTY COMMISSIONERS

Matt Coffland /s/ _____

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

Mark A. Thomas /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK