

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, 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. Dutton 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 \$ 680,062.01

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A016.000 Other Expense	\$ 2,250.00
E-0051-A001-A50.000 Budget Stabilization	E-0250-A006-H05.000 Contract Serv-Ambulance	\$ 100.00
E-0051-A001-A50.000 Budget Stabilization	E-0021-A002-E02.002 Salaries-Employees	\$ 13,647.00
E-0051-A001-A50.000 Budget Stabilization	E-0021-A002-E09.003 PERS	\$ 2,034.00
E-0051-A001-A50.000 Budget Stabilization	E-0082-A002-C31.002 Salaries-Employees	\$ 36,750.00
E-0051-A001-A50.000 Budget Stabilization	E-0082-A002-C36.003 PERS	\$ 5,145.00
E-0051-A001-A50.000 Budget Stabilization	E-0111-A001-E02.002 Salaries-Employees	\$ 25,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0111-A001-E09.003 PERS	\$ 4,800.00
E-0257-A017-A00.000 Contingencies	E-0011-A001-B02.002 Salaries-Employees	\$ 16,073.00
E-0257-A017-A00.000 Contingencies	E-0011-A001-B09.003 PERS	\$ 12,035.00
E-0257-A017-A00.000 Contingencies	E-0011-A001-B11.000 Other Expenses	\$ 20,000.00
E-0257-A017-A00.000 Contingencies	E-0012-A001-B12.002 Salaries-Employees	\$ 4,451.00
E-0257-A017-A00.000 Contingencies	E-0012-A001-B14.003 PERS	\$ 682.00
E-0257-A017-A00.000 Contingencies	E-0141-A001-C02.002 Salaries-Employees	\$ 3,980.00
E-0257-A017-A00.000 Contingencies	E-0141-A001-C03.010 Supplies	\$ 5,000.00
E-0257-A017-A00.000 Contingencies	E-0151-A002-F02.002 Salary-Employees	\$ 2,900.00

B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B07.000 Veterinary Services	E-1600-B000-B08.003 PERS	\$10,000.00
E-1600-B000-B07.000 Veterinary Services	E-1611-B000-B01.002 Auditor's Clerk Hire/Supply	\$ 1,835.90

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$ 138.25

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

T10 WATER AND SEWER GUARANTEE DEPOSIT AND OTHER VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$147.77
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$504.92
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$141.00
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$210.91

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated March 8, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

March 8, 2017

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows:
DJFS-Sarah Smith to Caldwell, OH, on March 9, 2017, to attend the CCMEP Workforce Training. Estimated expenses: \$86.90. David Badia, Don Giffin and Dave McFarlan to Columbus, OH, on April 23-25, 2017, to attend the OCDA Spring Symposium. Estimated expenses: \$2,358.60. Vince Gianangeli to Columbus, OH, on April 24-25, 2017, to attend the OCDA Spring Symposium. Estimated expenses: \$602.30. Kathy Probst and Erin Greenwood to Columbus, OH, on May 8-10, 2017, to attend Child Support Training. Estimated expenses: \$889.00.
SENIORS-Donna Steadman to Sugar Creek and Walnut Creek for a senior center outing for the purpose of socialization. Senior Centers to Wheeling, WV, on April 11, 2017, for an outing to Wheeling Downs for exercise and socialization. Mary Beth Tennant to Triadelphia, WV, on April 21, 2017, for a senior center outing to The Highlands for social interaction. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF ADOPTING THE RESOLUTION IN SUPPORT OF THE MINERS PROTECTION ACT

Motion made by Mr. Thomas, seconded by Mr. Meyer to adopt the Resolution in support of the Miners Protection Act.

Keeping America's Promise to our Retired Coal Miners and Widows

WHEREAS, in 1946, faced with the prospect of a long strike that could hamper post-war economic recovery, President Harry Truman issued an Executive Order directing the Secretary of the Interior to take possession of all bituminous coal mines in the United States and to negotiate with the United Mine Workers of America "appropriate changes in the terms and conditions of employment"; and

WHEREAS, after a week of negotiations, the historic Krug-Lewis Agreement was announced and signed in the White House with Truman as a witness; and

WHEREAS, the Agreement created a welfare and retirement fund that guaranteed lifetime payments to miners and their dependents and survivors in cases of sickness, permanent disability, death or retirement; and

WHEREAS, the Agreement also created a separate medical and hospital fund; and

WHEREAS, in 1947, the government returned control of the mines back to their owners and a new collective bargaining agreement was reached with the companies that guaranteed retirement benefits to miners and their dependents and survivors for life; and

WHEREAS, for the next 70 years miners bargained for money to be dedicated to their health care in retirement, because they knew when they retired they would be sicker than the average senior citizen, with more nagging injuries and a greater risk of black lung or some other cardio-pulmonary disease; and

WHEREAS, the federal government has repeatedly confirmed its role in guaranteeing retirement benefits for coal miners; and

WHEREAS, in 1992 Congress passed and President George H.W. Bush signed into law the Coal Act, which established an industry-funded mechanism for paying for the health care of retirees whose companies had gone out of business; and

WHEREAS, in 2006, Congress and President George W. Bush amended the Coal Act to expand the financial resources available to the Fund; and

WHEREAS, a depression's reigns in America's coalfields today, with tens of thousands of jobs eliminated; and

WHEREAS, multiple companies have filed for bankruptcy, and received approval from bankruptcy courts to shed their retiree obligations, leaving more than 26,000 retirees confronting the loss of their health care benefits; and

WHEREAS, like many other multiemployer pension funds, the UMWA 1974 Pension Fund lost a significant portion of its value in the 2008-09 recession and due to the devastation of the coal industry will not receive enough contributions from the employers to make up the shortfall, leading the Fund to likely become insolvent by 2022; and

WHEREAS, on December 9, 2016 Congress passed a Continuing Resolution (C.R.) to continue funding for federal programs and services until April 28, 2017, including a provision providing \$45 million for continued health care benefits for these retirees and their families until April 30, 2017; and

WHEREAS, Senators Joe Manchin (D-WV) and Shelley Moore Capito (R-WV) have introduced legislation, S.175, the Miners Protection Act, co-sponsored by Senator Rob Portman (R-OH), Senator Sherrod Brown (D-OH) and other Republicans and Democrats that would amend the Coal Act to allow retirees from recently bankrupt companies to get health coverage from the UMWA Health and Retirement Funds and would repurpose the balance of an existing appropriation to provide funding to shore up the Pension Plan; and

WHEREAS, Rep. David McKinley (R-WV) has introduced the Miners Protection Act in the House as H.R. 179, co-sponsored by both Republicans and Democrats; and

WHEREAS, America's coal miners have sacrificed much for our nation, with more than 105,000 killed on the job in the last century and more than 100,000 having died from coal workers' pneumoconiosis or Black Lung; and

WHEREAS, knowing those risks, miners have continued to go to work every day to provide for their families, build a secure future for themselves and produce the fuel that has allowed America to become the most powerful nation on earth.

THEREFORE BE IT RESOLVED, that America has an obligation to our retired coal miners for the sacrifices they have made for our nation.

BE IT FURTHER RESOLVED that the Belmont County Board of Commissioners urges the United States Congress to pass the Miners Protection Act as soon as possible and provide the full measure of benefits these retirees were promised and have earned.

Adopted this 8th day of March 2017.

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

Mark A. Thomas

J. P. Dutton /s/

J. P. Dutton

Josh Meyer /s/

Josh Meyer

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE REVISION TO THE BELMONT COUNTY PERSONNEL POLICY MANUAL

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve a revision to the Belmont County Personnel Policy Manual under **Section 7 CONDUCT, Subsection 7.8 Use of County-Owned Vehicles**. The revised policy will be titled: **DRIVING ON COUNTY BUSINESS/USE OF COUNTY FLEET VEHICLES**.

**BELMONT COUNTY BOARD OF COMMISSIONERS
PERSONNEL POLICY MANUAL**

DRIVING ON COUNTY BUSINESS/USE OF COUNTY FLEET VEHICLES

SECTION 7.8

Every employee who drives or operates a County fleet vehicle at any time, or who operates any motor vehicle (i.e., employee's personal vehicle, rental vehicle) on, or in the course of County business must strictly adhere to the following requirements:

- A. The employee must have and maintain at all times, without interruption, a valid driver's license, which includes the specific class of vehicle being operated, and the minimum automobile insurance coverage required by Ohio law. Employees are solely responsible to make sure that their licenses and automobile insurance are properly renewed/maintained.
- B. Any official and/or employee who is authorized to use a County owned or leased vehicle and whose operator's license and/or insurance is expired, suspended, revoked, or otherwise invalid, the employee shall report this to their supervisor, and immediately stop driving on, or in the course of County business. This is to be reported to their immediate supervisor at the earliest but in no event beyond twenty-four (24) hours of the event or, if the event occurs on a holiday or weekend, on the next working day. An elected official, department head, or supervisor must notify the Board of County Commissioners within the same time limitations.
- C. The employee's Department Director, with the concurrence of the Human Resources Administrator, may allow the employee to resume driving on, or in the course of County business upon the employee providing acceptable proof of insurance coverage and driver's license (or appropriate occupational driving privileges granted by a court of competent jurisdiction). Other conditions may be imposed as appropriate in light of the circumstances of each individual case.

NOTE: Driving records are public information. County management has the authority and does conduct routine inspections of the driving records of its employees. Employees who are required to drive on, or in the course of County business are encouraged to periodically visit the Ohio BMV website (<http://www.ohiobm.com>) to monitor the status of their license.

- D. In any case where the appointing authority or the County's Insurance carrier has temporarily or permanently suspended/revoked the Employee's driving eligibility and driving is an essential function of the employee's job, the appointing authority may take action that could result in reassignment or disciplinary action up to and including termination of employment, as permitted by department policy, laws and regulations of the State of Ohio, and any applicable collective bargaining agreement.
- E. County owned or leased vehicles are not provided as a means of compensation to employees.
- F. All occupants (including non-employees) of any motor vehicle being used on, or in the course of County business are required to wear a safety belt at all times.
- G. Employees who are required to transport children on, or in the course of County business must follow all applicable Ohio laws regarding the use of car seats or other restraints.
- H. The use of alcohol and/or other controlled substances including a prescription or over the counter medication, which may temporarily render an employee unable to operate a vehicle safely is strictly prohibited. Alcoholic beverages, controlled substances, and/or illegal drugs are not to be used or transported in, or on any County owned or leased vehicles, except as permitted in emergency medical or law enforcement vehicles. Legally prescribed medications are permissible only when their use does not adversely affect the official's or employee's driving ability.
- I. Employees must follow all traffic laws and parking regulations. Employees are solely responsible for the cost of any driving/moving infraction/violation, parking tickets, impound charges, towing charges, and/or storage charges incurred while driving a County fleet vehicle or any vehicle on, or in the course of County business.
- J. **Accident Reporting/Traffic Citations:** In the event of an automobile accident, the vehicle operator is responsible for contacting the appropriate law enforcement agency immediately, or as soon after the accident as is practical. All accidents shall be reported to the operator's respective supervisor as immediately as is practical. Accident reports are to be completed and submitted to the supervisor who will report the information to Board of County Commissioners as soon as possible, but in no event beyond twenty-four (24) hours of the event or, if the event occurs on a holiday or weekend, on the next working day. Operators of any County owned or leased vehicle that establish poor driving records may be directed to attend a defensive driving and/or a driver training course by the Board of County Commissioners and/or by their immediate supervisor if they are to maintain authorization to operate a County owned or leased vehicle. The determination for an official or employee to attend the above-referenced classes shall be in the sole discretion of the Board of County Commissioners and/or their designee.

NOTE: It is strongly recommended that an employee operating a vehicle pull to a safe location and park the vehicle before using a cell phone. It should also be noted that several municipalities strictly prohibit the use of a cell phone while driving.

Use of County Fleet Vehicle

- A. A County employee that operates a County fleet vehicle must adhere to the following additional requirements:
 - a) Personal use of a fleet/pool vehicle is strictly prohibited.
 - b) Fleet/pool vehicles may only be used during the employee's regular working hours or as approved by the employee's department management.
 - c) Each vehicle operator shall be responsible for maintaining the appropriate vehicle logs. The type of log used may be specific to the function of the vehicle. Logs must contain date of trip, purpose of trip, place of trip, and beginning/ending odometer readings.
 - d) Fleet/pool vehicles shall only be operated by County employees.
 - e) Non-County employees shall not travel in a fleet/pool vehicle unless specifically authorized by the employee's department management.
 - f) Tobacco use is strictly prohibited inside a fleet/pool vehicle.
 - g) Fleet/pool vehicles may not be driven out-of-state without prior approval by the County.
 - h) Fleet/pool vehicles and keys must be returned by the specific date and time given and in the condition that they were received.

Use of Personal Vehicle

- A. A County employee who is required to drive or operate their personal vehicle on, or in the course of County business, will be reimbursed on a mileage basis at the authorized County rate subject to approval by the appropriate department head and submission of transaction or public business or work of the County and must also adhere to the following additional requirements:
 - a) The employee's personal vehicle's automobile registration must be current. If the employee's personal vehicle's automobile registration expires or is otherwise invalid, the employee must immediately notify his or her supervisor and immediately stop driving in the course of County business. The employee's Department Director, with the concurrence of the Human Resources Administrator, may allow the employee to resume driving their personal vehicle on, or in the course of County business upon the employee providing acceptable proof of valid automobile registration.
 - b) An employee on, or in the course of County business may not be transported by a non-County employee unless approved by the employee's supervisor.
 - c) Every employee who submits a Travel Expense Report for operating a personal vehicle on, or in the course of County business, certifies that he or she has a valid driver's license, vehicle registration, financial responsibility (insurance), and personally operated the vehicle for which the travel expense is claimed.
 - d) The employee must maintain the vehicle in a good and safe operating condition.
 - e) Tobacco use is strictly prohibited within an employee's personal vehicle when transporting other employees and/or the public throughout the course of county business.

Original Adoption Date: June 10, 2008 Revision Date: March 8, 2017

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF AUTHORIZING BONNIE ZUZAK, ASSISTANT CLERK, TO COMPLETE CERTIFIED PUBLIC RECORDS ON-LINE TRAINING ON BEHALF OF COMMISSIONER THOMAS

Motion made by Mr. Thomas, seconded by Mr. Dutton to authorize Bonnie Zuzak, Assistant Clerk, to complete Certified Public Records on-line training per ORC 109.43, on behalf of Commissioner Mark A. Thomas.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING THE HIRING OF NORRIS MITCHELL AS PART-TIME DRIVER/SSOBC

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hiring of Norris Mitchell for the position of part-time driver at Senior Services of Belmont County, effective March 13, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF SIGNING PROPOSAL FROM ADR & ASSOCIATES FOR RURAL DEVELOPMENT PRELIMINARY ENGINEERING REPORT FOR SUMMERHILL AND CLINIC PUMP STATION BASINS/SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign a proposal from ADR & Associates for the Rural Development Preliminary Engineering Report for the Summerhill and clinic pump station basins, based upon the recommendation of Sanitary Sewer District Director Kelly Porter. Total estimated consulting fee: \$15,500.00 to be paid out of the N84 fund.

Presented To:

**Belmont County Water and
Wastewater Department**

For:

**Summerhill Rural Development
Preliminary Engineering Report
Scope of Services and Price Proposal
January 16, 2017
Scope of Services & Price Proposal**

Given Information

- ◆ The proposed area of investigation is the clinic and Summerhill pump station basins. These basins are located on the north side of 1-70 east of the plaza shopping center near St Clairsville.
- ◆ The study will evaluate the possibility of connecting, eliminating, or combining wastewater service within the target area.
- ◆ The report will be in conformance with the United States Rural Development Preliminary Engineering Report (PER) guidelines or as modified by RD or County.

Task 1 Preliminary Engineering Report (RD Format)

- ◆ ADR will provide the following:
 - ◆ Prepare a Preliminary Engineering Report in accordance with Bulletin 1780-3 that will investigate alternatives for sewer service to the target area. The document will include the following:
 - ◆ Introduction and Summary
 - ◆ Project Planning Area which includes:
 - ◆ Location
 - ◆ Environmental Resources Present (*Cost not included in Task 1, Environmental report by others*)
 - ◆ Growth Areas and Population Trends
 - ◆ Existing Facilities
 - ◆ Location Map
 - ◆ History
 - ◆ Condition of Facilities
 - ◆ Financial Status of Existing Facilities
 - ◆ Need for Project
 - ◆ Health, Sanitation and Security
 - ◆ System Operations and Maintenance
 - ◆ Growth potential
 - ◆ Alternatives Considered
 - ◆ Alternatives descriptions
 - ◆ Design criteria
 - ◆ Exhibits
 - ◆ Environmental impacts
 - ◆ Land requirements
 - ◆ Construction issues
 - ◆ Cost estimates
 - ◆ Advantages/disadvantages
 - ◆ Selection of Alternative
 - ◆ Present worth cost analysis
 - ◆ Funding Scenarios
 - ◆ Debt service / Rate Structure
 - ◆ Proposed Project (recommended alternative):
 - ◆ Project Design, collection system schematic plan and pump station improvements
 - ◆ Total project cost estimate
 - ◆ Annual operating and income budget
 - ◆ Operations and Maintenance Costs
 - ◆ Debt Repayments
 - ◆ Reserves
 - ◆ Conclusion and Recommendations
 - ◆ Attend up to 2 meetings; with the Client, RD, or EPA.

Task 2 Meetings and Additional Tasks

- ◆ ADR can provide the following as directed:
 - ◆ Attend additional meetings, planning sessions, and perform modifications to the above task with regulatory agencies, government entities and wastewater departments on an as directed basis. This would be after the completion of the above task. This will be billed on a time and material basis

Items to be provided by the owner for the task in this proposal

The following items will need to be provided by the owner for preparation of the PER

- ◆ Historic data which includes:
 - ◆ Plans and history of the current collection system and plants and any recent modifications.
 - ◆ Financial status, your most recent annual OM calculations, audit or financial statement for the portions being evaluated.
 - ◆ Past yearly O/M costs, electric bills, capital improvements, and MOR data on treatment plant, etc.
- ◆ Any letters from EPA or Health Department concerning the target area.
- ◆ Any Environmental Reports completed to date in the area.
- ◆ Any local GIS data, contour data, mapping, or utility data available for base mapping of the proposed system.
- ◆ Water record data for up to one year if applicable for all entities within target area.

Scope of Services

Design

Fee

Fee Estimates:

Task #1	Preliminary Engineering Report	(Fixed Fee)	\$15,500
Task #2	Meetings and Additional Tasks	(Time and Material)	
Total Estimated Consulting Fee			\$ 15,500

Authorization to proceed

Mark A. Thomas /s/

J. P. Dutton /s/

Josh Meyer /s/

Commissioner

Commissioner

Commissioner

David K. Liberati /s/

03/08/17

Assist. Prosecuting Attorney

Date

Approved as to form

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF SIGNING ADDENDUM TO AGREEMENT WITH PRIME AE GROUP, INC. FOR GENERAL ENGINEERING SERVICES/SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the addendum to the agreement dated December 7, 2016 with Prime AE Group, Inc. for Time and Materials Work Order No. 3 in the amount not to exceed \$35,000.00, for General Engineering Services for a Preliminary Engineering Report for Additional Water System Projects, based upon the recommendation of Sanitary Sewer Director Kelly Porter. This will be paid from the WWS #3 Capital Improvement Fund.

TIME AND MATERIALS WORK ORDER NO. 3

In accordance with the Agreement for Professional Engineering Services between the Board of Belmont County Commissioners ("Client"), and PRIME AE Group, Inc. ("PRIME"), a Maryland corporation, dated December 7, 2016, this Work Order describes the Services, Schedule, and Payment Conditions for PRIME Services on the Project or Task known as:

General Engineering Services for Preliminary Engineering Report for Additional Water System Projects as directed by the authorized Representative of Client as detailed below.

Client Representative: Kelly Porter, Director
Address: Belmont County Sanitary Sewer District
 PO Box 457
 St. Clairsville, OH 43950

Telephone No.: (740) 695-3144

PRIME Representative: Jeffrey R. Kerr, P.E.
Address: 8415 Pulsar Place, Suite 300
 Columbus, Ohio 43240
 jkerr@primeeng.com

Telephone No.: (614) 591-0284

SERVICES. The Services shall be described in Attachment A to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment A to this Work Order. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT. Payment of \$0 is due upon signature of this Work Order and will be applied against the final invoice for this Work Order. PRIME charges shall be on a "time and materials" basis and shall be in accordance with the PRIME Schedule of Fees and Charges in effect at the time the Services are performed. Payment provisions and the PRIME current Schedule of Fees and Charges are attached to this Work Order as Attachment A.

TERMS AND CONDITIONS.

The terms and conditions of the Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

BOARD OF BELMONT COUNTY COMMISSIONERS

PRIME AE GROUP, INC.

Mark A. Thomas /s/

Kumar Buvanendaran /s/

Mark A. Thomas

Signature

J. P. Dutton /s/

Kumar Buvanendaran, PE

J.P. Dutton

President and Chief Executive Officer

Josh Meyer /s/

02/22/2017

Josh Meyer

Date of Signature

03/08/17

Date of Signature

ATTACHMENT A

General Engineering Services for Preliminary Engineering Report for Additional Water System Projects

SCOPE OF SERVICES

The Belmont County Sanitary Sewer District (BCSSD) needs additional General Engineering Services associated with expanding the scope of their Preliminary Engineering Report (PER) for Water. Funding assistance is needed to prepare an Ohio Water Development Authority planning loan application for the design of Capital Improvement Projects and to continue to assist with the USDA funding application. PRIME proposes to perform the following engineering services as part of Work Order No. 3:

- 1) Attend progress meetings with the BCSSD, the Board of Commissioners and the US Department of Agriculture (USDA).
- 2) Prepare and make presentations to the BCSSD and Board of Commissioners.
- 3) Provide assistance in preparing the USDA funding application package being prepared by RCAP. Meet with USDA to discuss the funding application package and respond to USDA comments.
- 4) Prepare an Ohio Water Development Authority planning loan application for funding the design and bidding of water and sewer projects included in the proposed USDA funding application. Coordinate with Vaughn Coast and Vaughn on the Wastewater PER report being prepared by that firm.

March 8, 2017

- 5) Expand the content of the PER for Water to include the following additional projects: Automatic Meter Reading (AMR) project, SCADA upgrades at 11 tanks and 2 booster pump stations, new BCSSD Administration Building (including demolition of County Home and old BCSSD building on Bannock Road), New SR 9 Booster Pump Station on a new site, replace existing 12" SR9 water line with 3,800 lineal feet of 24" water line and 9,200 lf of 16" water line. Prepare a PER report that addresses project planning, existing facilities, project needs, alternatives considered, alternative analysis (including life cycle cost analysis), and recommended alternatives (including total project cost with capital/operation/maintenance/replacement costs and annual budget) and conclusions and recommendations for the additional water system projects. The PER report will meet the requirements of Bulletin 1780-2 of the U.S. Department of Agriculture, Rural Utilities Service.

SCHEDULE

All items above shall be on-going services and each item will be completed at the direction of the BCSSD and the Board of Commissioners.

PAYMENT

The fee for General Engineering Services under Time and Materials Work Order No. 3 shall not exceed \$35,000 unless additional services are approved in writing by the Client. Charges for the hourly services shall be on a "time and materials" basis using a 2.85 multiplier times the direct salary hourly rate, in accordance with the PRIME Schedule of Fees and Charges currently in effect when the work is performed. Reimbursable expenses included in the fee shall include direct expenditures made by PRIME, its employees, or its professional consultants in the interest of the project such as: the expense of transportation and living when traveling in connection with the project and long distance telephone calls and telegrams; the expense of reproductions, postage and handling of drawings, documents, specifications and reports associated with the project and the expense of specialty professional services.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Mr. Thomas noted Prime AE Group was hired in 2016 to work on a number of engineering projects for the Sanitary Sewer District including lumping projects together to go to USDA to potentially borrow monies to repair, maintain and/or upgrade water and sewer facilities in Belmont County. He said the motion from last week and ADR motion from today is all tied in to a Master Plan Belmont County is putting together in regard to its infrastructure. He said as he noted last week, this will be a sum of many different parts that allows us to borrow a large sum of money at a low interest rate fixed for 40 years which will allow us to do a lot of infrastructure work that is needed in the county on existing infrastructure, but will also allow us to expand infrastructure.

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR DAYNE AND DANIELLE KRITZ/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument for Dayne and Danielle Kritz, married**, for a mortgage deed dated December 2, 2004, as recorded in Volume 0984, pages 864-866 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated December 2, 2004, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0984 at pages 864-866, and executed by Dayne and Danielle Kritz, married, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

3-8-17

Date

By:

Mark A. Thomas /s/

Mark A. Thomas, President

J. P. Dutton /s/

J.P. Dutton

Josh Meyer /s/

Josh Meyer

Belmont County Commissioners:

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH GULFPORT ENERGY CORP.

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners, and Gulfport Energy Corp., effective March 8, 2017, in the amount of \$4,000 per net leasehold acre for 2.829 acres, Parcel No. 52-00880.000, located in York Township, for a five-year term, 20% royalty. Total Payment Amount: \$11,316.00.

PAID-UP OIL & GAS LEASE

This Lease made this 8th day of March 2017, by and between The County of Belmont, Ohio, a political subdivision of the State of Ohio, by and through the Belmont County Board of Commissioners, Mark Alan Thomas a/k/a Mark A. Thomas, President of the Belmont County Board of Commissioners, John Paul Dutton Jr. a/k/a J. P. Dutton, Vice-President of the Belmont County Board of Commissioners, Joshua M. Meyer, Commissioner of the Belmont County Board of Commissioners, of 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and GULFPORT ENERGY CORPORATION, a Delaware Corporation with a mailing address of 3001 Quail Springs Parkway, Oklahoma City, OK 73134, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from neighboring lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment.

DESCRIPTION. The Leasehold is located in the Township of York, in the County of Belmont, in the State of Ohio, and further described as follows:

Tax Parcel Identification Number: 52-00880.000

NE/4 and NW/4 of S2/T4/R3:

and is bounded formerly or currently as follows:

On the North by lands of State of Ohio;

March 8, 2017

On the East by lands of State of Ohio;
On the South by lands of James J. Tomlinson;
On the West by lands of James J. Tomlinson;

including lands acquired in Commissioner's Journal 22, Pages 180A, 180B, and 229, dated December 17th, 1928, at the Recorder's office of Belmont County, Ohio, and also including lands acquired in Probate Case #27558, dated November 25th, 1930, at the Probate office of Belmont County, Ohio, and the minerals reserved in Quit Claim Deed dated June 9th, 2014 and recorded in Official Records Book 482, at Page 656 at the Recorder's office of Belmont County, Ohio, and described for the purposes of this agreement as containing a total of 2.829 acres, whether actually more or less. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land

LEASE TERM. This Lease shall remain in force for a primary term of Five (5) years from 12:00 A.M. March 8, 2017 (effective date) to 11:59 P.M. March 7, 2017 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption. If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an extension payment of the same consideration as was paid in this lease per Leasehold acre, only insofar as those acres intended to be renewed by Lessee. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to

satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.

(B) ROYALTY: To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. OIL: To deliver to the credit of Lessor, free of cost, a Royalty of the equal Twenty percent (20.00%) part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. GAS: To pay Lessor an amount equal to Twenty percent (20.00%) of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion, or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom, and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMAGES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved.

March 8, 2017

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

FACILITIES. Lessee shall not drill a well on the Leasehold within 500 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

TITLE AND INTERESTS. Lessor hereby warrants and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to

comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees, at no cost to Lessor, to execute affidavits, corrections, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

March 8, 2017

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. See Exhibit "A" attached hereto and made a part hereof for Other Provisions of this lease.

EXECUTED this 8th day of March, 2017.

Mark Alan Thomas /s/

Mark Alan Thomas a/k/a Mark A. Thomas, President of the Belmont County Board of Commissioners

J. P. Dutton /s/

John Paul Dutton Jr. a/k/a J. P. Dutton, Vice-President of the Belmont County Board of Commissioners

Joshua M. Meyer /s/

Joshua M. Meyer, Commissioner of the Belmont County Board of Commissioners

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION
FOR VACATION OF MELROSE AVENUE
COLERAIN TWP. SEC. 10, T-6, R-3/RD. IMP 1155**

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the Petition of the Colerain Township Board of Trustees for the vacation of Melrose Avenue located in Colerain Township, Sec. 10, T-6, R-3 and is part of Cheermont Plat and is recorded in Cabinet B Slide 119 in the Belmont County Recorder's office and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1155 in accordance with Ohio Revised Code Section 5553.045.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.045
WITHOUT PETITION BY TRUSTEES**

Belmont County, Ohio

March, 03 2017

IMP-1155

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of Melrose Ave. (No Twp. #) located in Cheermont Plat which is in Colerain Twp. Sec. 10, T-6, R-3 and recorded in Cab. B Slide 119 in the Belmont County Recorder's Office a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Beginning northwest corner of LOT #28 and going 122.20 feet in a northeastern direction to the southeast corner of LOT # 45 with a width of 40 feet.

COLERAIN TOWNSHIP RESOLUTION - # VACATE 01

A resolution to vacate Melrose Avenue off of CR #18:

Pursuant to Ohio Revised Code Section 5553.045, at the regularly scheduled meeting of the Colerain Township Trustees on March 2, 2017, the Trustees voted to petition Belmont County, State of Ohio, to vacate the right of way off of CR 18 known as Melrose Avenue.

Said property is located between property owners Weisenborn and Coss, situated at the bottom of Chermont Road in Lansing, Ohio.

Ralph King /s/

Ralph King

Jeffrey S. Gazdik /s/

Jeff Gazdik

John W. Yoker /s/

John Yoker

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF THE VACATION OF
MELROSE AVE. IN CHEERMONT PLAT
COLERAIN TWP. SEC. 10, T-6, R-3/RD IMP 1155**

Office of County Commissioners

Belmont County, Ohio

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1155**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 8th day of March, 2017 at the office of the Commissioners with the following members present:

Mr. Thomas

Mr. Dutton

Mr. Meyer

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by the Colerain Township Trustees has been presented to this Board of County Commissioners requesting said Board to vacate Melrose Ave. in Cheermont Plat located in Colerain Township Section 10, T-6, R-3 and on Cab. B Slide 119 in the Belmont County Recorder's Office.

RESOLVED, That the 22nd day of March, 2017 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 29th day of March, 2017, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Adopted March 8, 2017

Jayne Long /s/

Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating," "establishing," "altering," "straighten," "vacate," or "change the direction of"

March 8, 2017

3. Insert "a part of," if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05**

ROAD IMP. # 1155

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, a resolution filed by the Colerain Township Trustees requesting the vacation of Melrose Avenue (No Twp. #) in Cheermon Plat located in Colerain Township, Section 10, T-6, R-3, and recorded in Cabinet B Slide 119 in the Belmont County Recorder's Office, a public road, the general route and termini of which Road are as follows:

Beginning northwest corner of LOT #28 and going 122.20 feet in a northeastern direction to the southeast corner of LOT # 45 with a width of 40 feet.

Said Board of County Commissioners has fixed the 22nd day of March, 2017, at 12:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 29th day of March, 2017, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

ADV. TIMES LEADER (2) Tuesdays – March 14, 2017 and March 21, 2017

IN THE MATTER OF ENTERING INTO ROADWAY USE MAINTENANCE AGREEMENT

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into a **Roadway Use Maintenance Agreement** with Rice Olympus Midstream, LLC, effective March 8, 2017, for the use of 2.96 miles of CR-86 (Pleasant Ridge Road) at the Hot Sauce Hustle Pipeline for pipeline or drilling activity.

Note: County Wide Bond #B008958 for \$3 million on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE AND COMPRESSOR 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 Rice Olympus Midstream, LLC whose address is 2200 Rice Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Goshen 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 [Hot Sauce Hustle Pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Hot Sauce Hustle Pipeline] (hereafter collectively referred to as "oil and gas development site") located in Goshen Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 2.96 miles of CR 86 (Pleasant Ridge Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the (Hot Sauce Hustle Pipeline), for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or 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 Pipeline or 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-Pipeline or Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline or 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 Pipeline or Drilling Activity, prior to the start of Pipeline or 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 86 (Pleasant Ridge Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection TR 202 (Noon Road) and ending at the intersection with TR 200 (Gregg Road) It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 (Pleasant Ridge Road) for any of its Pipeline or Drilling Activities hereunder.

2. The portion of CR 86 (Pleasant Ridge Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the pipeline access point and ending at the intersection with TR 198 (Cat Hollow Road) It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 (Pleasant Ridge Road) for any of its Pipeline or 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 Pipeline or 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 Pipeline or 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 Pipeline or 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 Pipeline or 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 Pipeline or 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 accepted for the reasons provided below, prior to the Pipeline or 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 Pipeline or Drilling Activity on the

March 8, 2017

Route by Operator. The amount of the bond or surety shall be in an amount of \$1,184,000 & 00/100 DOLLARS (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied: The Operator has obtained a County-Wide Bond (B008958) in the amount of \$3,000,000 (Three Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.

- 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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
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 March 8, 2017.

Executed in duplicate on the dates set forth below.

Authority

By: *Mark A. Thomas* /s/

Commissioner

By: *J. P. Dutton* /s/

Commissioner

By: *Josh Meyer* /s/

Commissioner

By: *Terry Lively* /s/

County Engineer

Dated: 03/08/17

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

County Prosecutor

Upon roll call the vote was as follows:

Operator

By: *Joshua Snedden* /s/

Printed name: Joshua Snedden

Company Name: Rice Olympus Midstream, LLC

Title: Midstream Permitting Specialist

Dated: 2/6/17

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF SIGNING QUOTE NO. 82114 FROM KING BUSINESS INTERIORS/SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign Quote Number 82114 from King Business Interiors in the amount of \$109,082.96 for furnishings, equipment and accessories for the new SSOBC Community Building, per State Purchasing Contracts 800290, 30000411, and 800264. (This purchase will be made from the N59 Capital Projects Fund.)

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 1, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

March 8, 2017

OPEN PUBLIC FORUM-Richard Hord expressed his concern with the recent store closings at the Ohio Valley Mall. Commissioners voiced their confidence in the Cafaro's and their commitment to the mall. Mr. Thomas said it's a national retail trend, the brick and mortar stores are suffering. Larry Merry, Port Authority Director, said sales tax historically is one of the main ingredients of a county budget, but retail goes in and out, even in a strong economy. Mr. Dutton thinks the upcoming infrastructure improvements near the mall will help. Mr. Thomas said retail follows rooftops, so the goal for the County Commissioners is to lay the foundation, with infrastructure, to create new housing development. He said if retailers see there is housing being developed then they know there are jobs that have been created and people are working. Mr. Thomas said we need living wage jobs with benefits to get people here.

9:30 Road Improvement Hearing 1151

Present: Terry Lively, Engineer; Dan Boltz, Assistant Engineer; Will Eddy, Drafting Technician and Elizabeth and Kathy Hartley, Petitioners. Mr. Eddy presented maps to the Board. He said this was a platted area that was developed and the alley was never put in so the two adjacent owners are looking to vacate it. Present at the viewing were Mr. Lively, Mr. Boltz, Commissioners Thomas, Meyer and Dutton, Mr. Eddy and Elizabeth Hartley. Mr. Eddy said the township is fine with the vacation and there was no opposition.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP # 1151**

**IN THE MATTER OF THE VACATION OF
ESSE ALLEY IN HIGHLAND ADDITION
WARREN TWP. SEC-21, T-8, R-6**

DATE: March 6, 2017

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated **March 1, 2017** proceeded on **March 6, 2017**, to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:
In the opinion of the undersigned the proposed improvement should be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:

“See Attached Plat”

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted.

Terry D. Lively /s/
Terry D. Lively, P.S., P.E.,
COUNTY ENGINEER OF BELMONT CO, OH

**IN THE MATTER OF THE VACATION OF
ESSE ALLEY IN HIGHLAND ADDITION
WARREN TWP. SEC. 21, T-8, R-6/RD IMP 1151**

Office of County Commissioners
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.**

Rd. Imp. #1151

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 8th day of March, 2017 in the office of the Commissioners with the following members present:

Mr. Thomas
Mr. Dutton
Mr. Meyer

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Adopted the 8th day of March, 2017

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:53 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Katie Bayness (via phone), HR Administrator and Kelly Porter, Director, BCSSD, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation and employment of public employees.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Note: Mr. Porter exited executive session at 10:45 a.m. and it continued with Mrs. Bayness.

IN THE MATTER OF ADJOURNING

March 8, 2017

EXECUTIVE SESSION AT 10:57 A.M.

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:57 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

BREAK

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 11:30 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

March 8, 2017

Read, approved and signed this 15th day of March, 2017.

Mark A. Thomas /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, Mark A. 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