

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, Commissioners and Bonnie Zuzak, Assistant Clerk of the Board.

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

Mr. Dutton said, as an update, the meetings remain open to the public. They are limited to 10 or below attendees, there are assigned seats and hand sanitizer for when you sign in.

IN THE MATTER OF COVID-19 UPDATE- Rob Sproul, Deputy Health Commissioner, said one of the people that has been quarantined was confirmed positive for the COVID. Her spouse has also been quarantined. The testing was done by a private lab, not the Ohio Department of Health, so that is why the information was late to the public. He noted the Ohio Department of Health gets test results back to them in 24 hours. They are still waiting on results of his test. Mr. Sproul said local dentists, vets and nail salons have donated surgical masks used in their daily operations to help the first responders. He added the Governor also put out the new directive stating only essential businesses should be open. Mr. Sproul said to continue the practice of social distancing and stay at home to try to stop the spread of this. He said when supplies come in they are distributed to EMS first, hospitals, second, home health third and law enforcement is last, based on information from Columbus.

Mr. Dutton gave an update on the operational standpoint. He said they are in constant contact with the Health Department and Rob Sproul. "He has done a fantastic job," said Mr. Dutton. Over the past week, there has been some changes at Senior Services. The first initial action was to stop any travel and then the centers were closed. The board is keeping up with the Governor's press conferences daily. Mr. Dutton said, as of right now, all buildings are still accessible to the public, they have not been closed. There are some instances where the public is not entering the building because of the building setup, every building and department is different in how they interact with the public. Water & Sewer has a drop box and a myriad of ways to pay a bill or to interact with the staff there. Mr. Dutton said if an individual needs to access a county building directly to call and make an appointment or check with the department to see how they are currently operating or see if they can assist you in another manner. He said the departments directly under the Board of Commissioners vary in staffing levels. He noted there has not been any changes in staffing levels at EMA and 911. Other departments are continuing to work in trying to reduce staffing levels where they can do so and it doesn't impact county operations. We are still able to provide all of the services, at this point, that we normally do and intend to continue that, said Mr. Dutton. He added we see ourselves as an essential part of the community, in term of business that needs to be conducted, that is why we are continuing to leave our meetings open to the public until we are directed otherwise by the Health Department. Mr. Meyer said we are taking every precaution necessary, as per the Governor's order, while still trying to maintain the services necessary to keep things functioning in the county.

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

Motion made by Mr. Dutton, seconded by Mr. Echemann 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 \$353,030.82

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the March 25, 2020 meeting:

A00 GENERAL FUND

E-0057-A006-F06.011	Veterinary Services	\$1,494.78
E-0057-A006-F08.000	Other Expenses	\$2,100.02

B00 DOG & KENNEL FUND

E-1600-B000-B07.000	Veterinary Services	\$1,107.01
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$20,095.88
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H05 WORKFORCE DEVELOPMENT GRANT/BCDJFS

E-2600-H005-H11.000	WIA- Flood Expenses	\$63,000.00
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H11 FAMILY CHILDREN FIRST/BCDJFS

E-2770-H011-H12.000	SFY20 Multi-Sys Youth Funding	\$33,360.30
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N03 FEMA PROJECTS/ENGINEERS

E-9003-N003-N03.055	FEMA DR4360 Projects	\$53,818.08
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$2,090.22
E-8010-S030-S63.000	General	\$1,360.00

T71 FEMA FUNDS/ENGINEERS

E-9713-T071-T08.074	Transfers Out	\$53,818.08
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W80 PROSECUTORS-VICTIM ASSISTANCE

E-1511-W080-P01.002	Salary	\$2,380.71
E-1511-W080-P05.003	PERS	\$560.00
E-1511-W080-P07.006	Hospitalization	\$2,380.70
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P15.000	Rent	\$608.00

AUDITORS/VARIOUS FUNDS

UND AUTO TAX
APPROPRIATIONS

E-9801-Y001-Y01.000	UND AUTO TAX	302,296.03
E-9801-Y001-Y03.000	TOWNSHIP-PERMISSIVE TAX	65,790.98
E-9801-Y001-Y05.000	PEASE TOWNSHIP	3,040.00

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E-9801-Y001-Y06.000	GOSHEN TOWNSHIP	1,112.00
E-9801-Y001-Y07.000	WARREN TOWNSHIP	1,612.00
E-9801-Y001-Y08.000	PULTNEY TOWNSHIP	3,828.00
E-9801-Y001-Y09.000	FLUSHING TOWNSHIP	640.00
E-9801-Y001-Y10.000	COLERAIN TOWNSHIP	1,259.62
E-9801-Y001-Y11.000	KIRKWOOD TOWNSHIP	141.00
E-9801-Y001-Y12.000	MEAD TOWNSHIP	636.37
E-9801-Y001-Y13.000	RICHLAND TOWNSHIP	2,442.75
E-9801-Y001-Y14.000	SMITH TOWNSHIP	433.50
E-9801-Y001-Y15.000	SOMERSET TOWNSHIP	363.00
E-9801-Y001-Y16.000	UNION TOWNSHIP	697.87
E-9801-Y001-Y17.000	WASHINGTON TOWNSHIP	213.00
E-9801-Y001-Y18.000	WAYNE TOWNSHIP	219.74
E-9801-Y001-Y19.000	WHEELING TOWNSHIP	462.00
E-9801-Y001-Y20.000	YORK TOWNSHIP	217.50
	Total Auto Tax	385,405.36
	MUNICIPAL AUTO LICENSE	
E-9802-Y002-Y08.000	MARTINS FERRY	
	COUNTY AUTO LICENSE	
E-9803-Y003-Y01.000	COUNTY AUTO LICENSE	18,216.67
	GASOLINE TAX	
E-9804-Y004-Y01.000	COUNTY GASOLINE TAX	318,315.75
	INDIGENT APPLICATION FEES	
E-9841-Y041-Y01.000	REMIT TO STATE	
E-9841-Y041-Y02.000	REMIT TO COUNTY	
	Total Indigent Application Fees	0.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.

B00 DOG AND KENNEL FUND-\$1,107.01 deposited into R-1600-B000-B08.500 balance available as of 02/29/2020

(Donation to the Animal Shelter for Dogs see the table below)

02/13/2020	\$40.00
02/24/2020	\$967.01
02/25/2020	\$100.00

GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,494.78 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 03-16-2020.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated March 25, 2020, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:

March 25, 2020

WATER & SEWER DISTRICT-Kyle Lachendro to Marietta, OH, on March 26,2020, to the Ohio BMV for his CDL license renewal. Mario DeFelice, Kyle Lachendro and Josh Materkoski to Minerva, OH, during the week of March 30, 2020, for the disposal of asbestos materials at Minerva Enterprise. There may be multiple trips with only one going at a time. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 11, 2020.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton noted the minutes of the meeting will be online for viewing after they are approved.

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution authorizing the Belmont County Engineer to participate in the Ohio Department of Transportation's Road Salt Contracts awarded in 2020.

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2020**

WHEREAS, the Belmont County Board of Commissioners (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than **Friday, April 24 by 12:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

<u>J. P. Dutton /s/</u>	(Authorized Signature)	<u>3-25-2020</u>	Approval Date
<u>Jerry Echemann /s/</u>	(Authorized Signature)	<u>3-25-2020</u>	Approval Date
<u>Josh Meyer /s/</u>	(Authorized Signature)	<u>3-25-2020</u>	Approval Date

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF AWARDING THE BID FOR ENGINEER'S PROJECT 19-6 BEL-CR102-17.77 (PW#273) TO OHIO-WEST VIRGINIA EXCAVATING CO.

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer's project 19-6 BEL-CR102-17.77 (PW#273) to the low bidder, Ohio-West Virginia Excavating Co., in the amount of \$154,267.00, based upon the recommendation of Terry Lively, County Engineer.

Note: This project is to repair a roadway embankment failure on CR 102 (Mt. Olivet Road).

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO AGREEMENT, ON BEHALF OF THE SHERIFF, WITH VILLAGE OF MORRISTOWN FOR PROVIDING POLICE SERVICES

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an agreement, on behalf of the Belmont County Sheriff, with the Village of Morristown for the purpose of providing police services to said village for a period of one year from April 1, 2020 through March 31, 2021 for the monthly sum of six hundred dollars (\$600.00) to be paid by the Village of Morristown to the Sheriff's department.

March 25, 2020

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ENTERING INTO MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN BELMONT COUNTY LEPC AND BOARD OF COMMISSIONERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Memorandum of Understanding, effective January 1, 2020, until December 31, 2020, by and between the Belmont County Local Emergency Planning Committee (LEPC) and the Board of Belmont County Commissioners for the purpose of promoting public safety and prudent emergency planning for the citizens of Belmont County.

Note: This is regarding the funding provided by the LEPC for services to be provided by the Director and staff of the Belmont County Emergency Management Agency.

Memorandum of Understanding

This Memorandum of Understanding, effective January 1, 2020 until December 31, 2020 is entered into by and between the Belmont County Local Emergency Planning Committee (LEPC), 68329 Bannock Road, St. Clairsville, OH 43950, and the Board of Belmont County Commissioners (Commissioners) 101 West Main Street St. Clairsville, Ohio 43950, for purpose of promoting public safety and prudent emergency planning for the citizens of Belmont County, Ohio.

In consideration of the services to be provided by the Director and staff of the Belmont County Emergency Management Agency as described below, the LEPC agrees to provide the sum of twelve thousand eight hundred and ten dollars (\$12,810.37) annually, provided that (1) the LEPC has such amount, and (2) said sum does not exceed 75% of the fund balance. Said funds shall be made available to the Commissioners during the first quarter of each calendar year this agreement is effect.

In consideration of the funds provided by the LEPC to the Board as described in this agreement, the EMA shall provide the following services to or for the LEPC:

1. Grant writing and administration
2. Administration of SARA Title III filings by local chemical facilities
3. Compliance and enforcement of SARA Title III regulations
4. Compliance with SERC mandated reports
5. Emergency response to spills and releases of regulated materials
6. Information coordination of LEPC public records
7. Plan development, review, and updates
8. Annual exercise of the LEPC county plan and emergency response
9. Administration of the LEPC Cost Recovery Program
10. Such other administrative duties as may be needed, provided that such additional duties shall not interfere with nor impede the discharge of the emergency management responsibilities of the EMA Director and staff

The parties stipulate that funds provided by the LEPC to the Commissioners shall be used to supplement existing funding for salaries, benefits and other operational expense categories of the EMA; and that said funds are being provided by the LEPC to the Commissioners on the condition that such funds shall be used in addition to, and not as a replacement of, funding currently budgeted by the Commissioners to the EMA.

Each party hereto reserves the right to revise or terminate this Memorandum of Understanding annually prior to the anniversary of the date of the signing. Unless terminated, by either party upon written notice to the other not later than 30 days prior to the anniversary date, this agreement shall be in effect for the calendar year.

Date: March 25, 2020

BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

BY: Dave Ivan /s/ DATE: 4-1-2020
Dave Ivan, Chairman

BOARD OF BELMONT COUNTY COMMISSIONERS

BY: J. P. Dutton /s/ DATE: 4-1-2020
J. P. Dutton, President

BY: Jerry Echemann /s/ DATE: 4-1-2020
Jerry Echemann, Vice-President

BY: Josh Meyer /s/ DATE: 4-1-2020
Josh Meyer

APPROVED AS TO FORM:

David K. Liberati /s/ Assist. P.A.

BELMONT COUNTY

PROSECUTOR

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF TRANSFER OF LIQUOR LICENSE
FOR APPLE ST. CLAIRSVILLE LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a D1, D2, D3, D3A & D6 liquor license, Permit No. 0251328, from Neighborhood Hospitality Inc, 50655 Valley Frontage Road, Richland Township, St. Clairsville, Ohio 43950 to Apple St. Clairsville LLC at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

RECESS

9:30 Larry Merry, Executive Director, Belmont County Port Authority

Re: Ohio Enterprise Zone Agreement

Present at various times: Matt Cybulski, Jobs Ohio, (via phone), Scott Owens, Senior Project Advisor for PTTDLM, Belmont County Auditor Anthony Rocchio, John Haswell, Shadyside Schools Superintendent and Ed Good, Mead Township Trustee.

Mr. Merry said, "This is an exciting day in Belmont County. This is what I envision as just one step in the journey of a long staircase. When this project started five to six years ago, we couldn't see the top of the stairs, but there were definite steps that needed to be taken to bring this project to a reality and to a final investment decision and this is just one of those steps." He stressed this is just one step in the long staircase to an announcement. Mr. Merry said they are asking the commissioners to consider a rural enterprise zone program agreement, Shadyside Schools and Mead Township Trustees have voted to approve the agreement and the last step is the commissioners voting to approve it. He thanked PTTGC America and Daelim Chemical USA, Scott Owens, Matt Cybulski and others from Jobs Ohio, APEG, Federal, State and Local Government officials. Mr. Merry said County Auditor Anthony Rocchio has done a great amount of work for this project. He explained what the commissioners are being asked to pass is a 100% abatement for 15 years. There will be a payment made to the school and township, in lieu of taxes. He added the investment in this project will be approximately \$7 billion and will create 450 very good paying jobs, direct and indirect, plus thousands of construction jobs for many years as a result of this abatement and this project. Mr. Owens said he has served for the past five to six years as a Senior Project Advisor for PTT Global Chemical America and Daelim Chemical USA. He said, "What we have today is truly an opportunity of a lifetime." Mr. Owens said there are many things going on to make this project a reality and it is just one step in the process that they need for financial approval to get the funding in place to move forward with the project. "We are very excited to have Belmont County, Mead Township and Shadyside School District to be our home once we make the official announcement of the FID. We are very hopeful the summer is still the goal we are working on for potential FID announcement," said Mr. Owens. He added it will be the largest single investment project in Ohio's history to date. Mr. Owens said they have all of their permits, all of the things they need if they wanted to start construction this afternoon or start development tomorrow, they could do that. He noted, to date, they have spent over \$200 million on the project in pre FID work. He said they could not have done what they have to date without their partners, Jobs Ohio, Governor DeWine, Lt. Governor John Husted, Belmont County Commissioners, Belmont County Port Authority and the Federal Government. Mr. Owens said, "Once this project is announced we will create a Petro Chemical hub that will allow other spin-off companies to come to this region and allow this valley to be able to profit from that and create new opportunities for the families of this area." He said they approved an agreement with Shadyside School District and with the Mead Township Trustees help they will invest \$38 million into the school system that will allow them to create a new K-12 school. They will invest \$9 ½ million for Mead Township to develop new facilities inside their community and allow the trustees to do things that they feel like they need to do for the citizens of Mead Township. "From the beginning the PTT Global Chemical America and Daelim Chemical leaders, from the CEO all the way down to the project team, we have always said we want to be good corporate citizens, we want to be good corporate partners and this is just the beginning of a partnership of a lifetime," said Mr. Owens. He noted they still have some work they need to do and are still working very hard on getting lending information together for the lenders. As soon as they have clarity from their lenders they will make an announcement. He added there is a potential for other chemical companies, other suppliers, storage and other entities, that would be utilizing services needed, to invest in the county. Mr. Dutton asked the life of the plant. Mr. Owens said the facility in Thailand has been operating for 30-40 years. They are continuously updating, investing and doing the things they need to in regards to making sure the environmental standards are up to standard and following all regulations. He said they need to be able to find land for the potential investors and organizations that want to come here. Mr. Dutton asked about the permanent job positions. Mr. Owens said those positions will be a mixture of management, engineering, maintenance, facility operators and a possible small fire department on site.

Mr. Cybulski said this is truly a team project. It will be seven years this July since they have started working with PTT, Daelim came into the project a few years later. He has been working with Larry Merry on this project since 2011 when Shell was interested. He said these types of projects have very specific site needs such as being on the water, large acreage, close by infrastructure and there aren't many sites in the region that fits the bill. Mr. Cybulski said this project will be a huge boost to the economy. He noted Jobs Ohio has spent approximately \$70 million on this project already.

Mr. Rocchio said, "It will be years before PTTGCA and Daelim sees a dollar. Two companies committing billions of dollars now to our communities before they even see a dollar speaks tremendously to them. Any work done on the property already is not taxable. The structure itself is taxable and should be the size of a Walmart. Anything that is purchased to be used on that site in Belmont County, Belmont County will receive tax dollars for." He noted even if items to be used are purchased outside of the state Belmont County will receive tax dollars for it. Mr. Rocchio said this will be an industrial facility and what is needed to operate is not taxable. The land and structures will have a value, but it will not be nearly as high as what people think it is. Even if he takes the highest per acre we have now for an industrial property you would not get anywhere near evaluation to what the school and township would need for them to receive the type of money they are going to receive. Mr. Meyer said Anthony's work since he has been auditor has been tremendous and hopes to continue to work through the process with him.

Mr. Merry noted the county will not receive any real estate taxes. If the project moves forward it has been estimated there will be \$20 million in sales tax as a direct result in what is being purchased during construction. That doesn't include the sales tax which will be generated in the excess of 5,000 workers buying and living here. Even though direct payments will be gone as a result of this agreement to the school district and to the township, the county, as a result of this project, will be receiving millions of dollars from sales tax. Mr. Dutton noted sales taxes fuels the county's General Fund.

Mr. Good said this agreement will enable the township to upgrade facilities and infrastructure. They are also looking at using the dollars to leverage towards other federal, state and local monies. He said the township will be receiving \$2 million up front within 30 days after the final investment decision is made and they will receive annual payments after the construction phase is complete and the plant is in operation. Mr. Good said they have been working with ODOT and there is a plan in place for traffic control. He noted they have not had one negative comment come before the Mead Township Trustees from the initial announcement of the possibility of the plant coming here. Mr. Good said this plant will be monitored and regulated more than any facility that has ever been in the region. Mr. Dutton said in spite of what's going on today it's critical for local government to continue its job which is why we are here today doing regular business.

Mr. Haswell thanked Shadyside School Board and Treasurer, Scott Owens, Matt Cybulski, Larry Merry, Board of Commissioners, Auditor Rocchio, Belmont County Treasurer Kathy Kelich, Ed Good and other Mead Township Trustees and the Shadyside community. He said the community has voted in and renewed several levies for the school. Mr. Haswell said PTT and Daelim have been great community partners. Mr. Merry said John has done additional work planning out ahead and the students are most important to him.

Mr. Dutton said this is another step in the project, but there are still a few more to be taken. He said today shows the partnerships in place between the company and local governments. Mr. Dutton said, in his opinion, the reason why they are considering this agreement today is the way the company has interacted with each entity through all of the conversations they have had with each entity. The company has been unbelievably transparent, available for communication, willing to answer any question no matter how tough and who it was coming from. He said they are just working through a process of whether they are finally going to move forward on a project and he appreciates the openness of the company.

Mr. Meyer said this process has taken place before they came onto this board. He thanked previous board members who have worked on this process. He is looking forward to continue to work to get us to the top and beyond. He said this is a great day for our area. He added there are some people who will cast a negative light on this, but there is far more positives than any kind of negative that will come of this.

Mr. Echemann said he is happy for Shadyside School District, Mead Township and for the county, as well. He said this is a hopeful day which we need right now.

Mr. Dutton said we have a little way to go before we get a final announcement, but this cements where things stand between our community and the company. "We are very excited to see what the future could possibly be, that future gets closer every day and this is a major accomplishment for everyone involved, particularly Larry," said Mr. Dutton. He thanked Larry for everything he has done for this board and Belmont County.

March 25, 2020

IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING AN OHIO ENTERPRISE ZONE AGREEMENT WITH MEAD TOWNSHIP, BELMONT COUNTY, OHIO AND PTTGC AMERICA LLC

The Board of County Commissioners of Belmont County, Ohio, met in special session at the Belmont County Courthouse located at 101 W. Main Street, St. Clairsville, Ohio 43950, at 9:00 a.m. on March 25, 2020, with the following members present:

Mr. Dutton Mr. Echemann Mr. Meyer
Commissioner Dutton moved the adoption of the following resolution, and Commissioner Echemann seconded the motion.

A RESOLUTION APPROVING AN OHIO ENTERPRISE ZONE AGREEMENT WITH MEAD TOWNSHIP, BELMONT COUNTY, OHIO AND PTTGC AMERICA LLC

WHEREAS, Ohio Revised Code Section 5709.61 et seq. (the "EZ Act") provide that the Board of County Commissioners of Belmont County, Ohio (the "County") may establish "enterprise zones" within their borders and provide property owners with certain incentives for developments constructed within the enterprise zone; and

WHEREAS, the County, by Resolution passed January 30, 1989, and amended by Resolution passed December 23, 1992 and Resolution passed February 4, 2004, has created an "enterprise zone" (the "EZ") under the authority of the "EZ Act"; and

WHEREAS, the Board of Township Trustees (the "Board") of Mead Township, Belmont County, Ohio (the "Township"), by resolution, passed September 26, 1988, has consented to the establishment of the EZ; and

WHEREAS, effective February 22, 1989, the Director of Development of the State of Ohio determined that the aforementioned EZ contains the characteristics set forth in the EZ Act, and certified said EZ as an Enterprise Zone under the EZ Act, and certified the amendments to the EZ effective January 7, 1993 and March 19, 2004, respectively; and

WHEREAS, PTTGC America LLC (the "Enterprise") is desirous of constructing and equipping a world-scale petrochemical plant, also known as an ethane cracker (the "Project"), at a site within the County, the Township and the EZ (the "Project Site"), provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the County, the Township and the Enterprise have agreed upon the terms of an EZ agreement, substantially in the form attached hereto as Exhibit A and incorporated herein by this reference (the "EZ Agreement"); and

WHEREAS, the Company has submitted an Enterprise Zone Agreement application (the "Application") to the County, a copy of which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the County and the Township have investigated the Application and have determined that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Enterprise Zone and improve the economic climate of the County and the Township; and

WHEREAS, the Project Site is located in the Shadyside Local School District (the "School District"), and the board of education of the School District has been notified in accordance with R.C. Section 5709.83, or such notice has been waived, and has been given a copy of the Agreement; and

WHEREAS, pursuant to a resolution passed on March 25, 2020 the Board of Education of the School District approved the terms of the EZ Agreement; and

WHEREAS, pursuant to a resolution passed on March 25, 2020, the Mead Township Trustees approved the terms of the EZ Agreement; and

WHEREAS, this Board desires to approve the EZ Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that:

Section 1. This Board finds that (i) the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Enterprise Zone and to improve the economic climate of the Township and the County, and (ii) the Company currently has no operations in Ohio and, subject to the approval of this Agreement, intends to establish operations in the Enterprise Zone.

Section 2. As required by the EZ Act, this Board hereby approves the EZ Agreement by and among the County, the Township and the Enterprise, substantially in the form attached hereto as Exhibit A, and all three members of this Board are hereby authorized and directed to execute and deliver the EZ Agreement with such changes that are not inconsistent with this Resolution and not substantially adverse to the County, all of which shall be evidenced conclusively by the execution of the EZ Agreement by this Board. This Board acknowledges that the approval of certain terms and provisions in the EZ Agreement will constitute an exception to the County Enterprise Zone Guidelines, as attached to the County Resolution passed January 30, 1989 creating the EZ.

Section 3. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution, and that all deliberations of this Board and of any committees that resulted in those formal actions, were taken in meetings open to the public in compliance with the law.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

The foregoing motion having been put to a vote, the result of the roll call was as follows:

J.P. Dutton	<u>Yes</u>
Jerry Echemann	<u>Yes</u>
Josh Meyer	<u>Yes</u>

The foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners of Belmont County, Ohio, on March 25, 2020.

Dated: March 25, 2020

Bonnie Zuzak /s/
Bonnie Zuzak, Assistant Clerk
Belmont County Commissioners

EXHIBIT A

FORM OF EZ AGREEMENT
(attached hereto)

OHIO ENTERPRISE ZONE AGREEMENT

This Ohio Enterprise Zone Agreement (this "Agreement") is made and entered into this 25th day of March, 2020 by and among **PTTGC AMERICA LLC**, a Delaware limited liability company (the "Enterprise"); **BELMONT COUNTY, OHIO**, a county and political subdivision formed and existing pursuant to the Ohio Revised Code, through its Board of County Commissioners (the "County"); and **MEAD TOWNSHIP (BELMONT COUNTY), OHIO**, a township and political subdivision formed and existing pursuant to the Ohio Revised Code, through its Board of Township Trustees (the "Township").

WITNESSETH:

WHEREAS, the County desires to promote economic development within its borders through the offering of incentives and other assistance to entities that agree to make investments in the County and create and retain jobs for County residents; and

WHEREAS, consistent with those efforts, the County, by Resolution passed January 30, 1989, has created an "enterprise zone" (the "EZ") under the authority of Ohio Revised Code ("R.C.") Section 5709.61 et seq. (collectively, the "EZ Act"); and

WHEREAS, effective February 22, 1989, the Director of Development of the State of Ohio determined that the aforementioned EZ contains the characteristics set forth in the EZ Act, and certified said EZ as an Enterprise Zone under the EZ Act; and

WHEREAS, the Enterprise is desirous of constructing and equipping a world-scale petrochemical plant, also known as an ethane cracker, within the County, the Township and the EZ (the "Project"), provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the County and Township, having the appropriate authority, are desirous of providing Enterprise with incentives available for the development of the Project in said EZ under the EZ Act; and

WHEREAS, Enterprise has submitted a proposed agreement application attached hereto as Exhibit A and incorporated herein by this reference (the "Application") to the County and Township; and

WHEREAS, Enterprise has remitted the required state application fee of \$750.00, made payable to the Ohio Development Services Agency, with the Application to be forwarded with the executed Agreement; and

WHEREAS, the County and Township have investigated the application of Enterprise and have determined that Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in said EZ and improve the economic climate of the County; and

WHEREAS, the Project Site (as defined below) is located in the Shadyside Local School District (the "School District") and the Belmont County Career Center (the "Career Center") and the Boards of Education of the School District and the Career Center have been notified in accordance with the EZ Act R.C. Section 5709.83, or have waived such notice, and been given a copy of this Agreement and the Application; and

WHEREAS, pursuant Resolution No. N/A, passed March 25, 2020, the Board of Education of the Shadyside School District has approved the 15-year, 100% real and personal property tax exemptions granted herein, has authorized execution of this Agreement and has waived all applicable notice periods in connection therewith; and

WHEREAS, pursuant to Resolution No. N/A, passed March 25, 2020, the Board of Township Trustees of Mead Township has approved the terms of this Agreement and consented to the approval and execution of this Agreement as required under the EZ Act; and

WHEREAS, pursuant to Resolution No. N/A, passed March 25, 2020, the Board of County Commissioners for the County has approved the terms of this Agreement and consented to the approval and execution of this Agreement as required under the EZ Act; and

WHEREAS, pursuant to R.C. Section 5709.63(A) and in conformance with the format required under R.C. Section 5709.631, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

Section 1. Project. Enterprise shall construct the Project at the site depicted and described in Exhibit B attached hereto and incorporated herein by this reference (the "Project Site"). The Project is expected to include (i) approximately \$421,000,000 in real property improvements consisting of the construction of buildings totaling approximately 170,000 square feet, rail infrastructure and site improvements; (ii) approximately \$200,000,000 in site improvements; (iii) approximately \$5,400,000,000 to \$6,700,000,000 in tangible personal property investments to equip and operate the ethane cracker facility; and (iv) approximately \$500,000 to \$1,000,000 in furniture and fixtures. Construction of the Project is estimated to commence approximately June 2020 and be completed approximately December 31, 2024. The Enterprise will not relocate any personal property from another location in Ohio to the Project Site. There is no tangible personal property at the Project Site prior to the execution of this Agreement. There is no inventory at the Project Site prior to the execution of this Agreement and there will be no inventory relocated from another location in this state to the Project Site. The estimates provided in this section are good faith estimates provided pursuant to R.C. Section 5709.631(A) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease. If the investment exceeds or is less than the estimated investment level, neither the actual investment level nor the estimated investment level shall serve as a cap on the value of the exemptions provided pursuant to this Agreement.

Section 2. Employment Positions. In connection with the Project, the Enterprise shall create or cause to be created approximately 350 new full-time permanent employment positions, 0 full-time temporary employment positions, 0 part-time permanent employment positions and 0 part-time temporary employment positions. The total new annual payroll is estimated to be approximately \$39,000,000 for full-time permanent employment positions, \$0 for full-time temporary employment positions, \$0 for part-time permanent employment positions and \$0 for part-time temporary employment positions. Hiring of new employees is expected to begin in 2024 and continue incrementally over the subsequent five years, with approximately 100 by the end of 2024, approximately 100 more by the end of approximately 2025, and approximately 50 more each year for the next three years. Currently, the Enterprise has 0 employees at the site and in Ohio, and therefore will not be retaining any existing employees in connection with the Project. Except as provided in Section 13, the estimates provided in this section are good faith estimates provided pursuant to R.C. Section 5709.631(A) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease.

Section 3. Property Tax Exemptions.

- A. **Real Property Tax Exemption.** The County hereby grants a property tax exemption for the increase in assessed valuation of the Project Site pursuant to the EZ Act equal to 100% for a period of 15 years. For each separately identifiable real property improvement, the exemption commences the first year for which the real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2030 (i.e., tax lien date January 1, 2030) nor extend beyond tax year 2044 (i.e., tax lien date January 1, 2044). Although an exemption under this Agreement for any separately identifiable real property improvements lasts for only 15 years, the real property exemption period for the Project as a whole may last more than 15 years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by Enterprise or, in accordance with Section 11 of this Agreement, by another entity.
- B. **Personal Property Tax Exemption.** The County hereby grants a fifteen (15) year, one hundred percent (100%) tax exemption pursuant to R.C. Sections 5709.63 with regard to all otherwise-applicable Ohio personal property taxes for each and every item of tangible personal property acquired in conjunction with the Project, including but not limited to machinery and equipment, business fixtures and inventory, furniture and fixtures first used in business in Ohio at the Project Site. For each item of personal property, the exemption commences the first year for which such item of tangible personal property would first be taxable were that property not exempted from taxation. The minimum investment for tangible personal property to qualify for the exemption is \$N/A (no minimum investment is required) to purchase machinery and equipment first used in business at the Project Site as a result of the Project, \$N/A (no minimum investment is required) for furniture and fixtures and other non-inventory personal property first used in business at the Project Site as a result of the Project and \$N/A (no maximum limit on exemption amount) for new inventory. The maximum investment for tangible personal property to qualify for the exemption is \$N/A (no maximum limit on exemption amount) to purchase machinery and equipment first used in business at the Project Site as a result of the Project, \$N/A (no maximum limit on exemption amount) for furniture and fixtures and other non-inventory personal property first used in business at the Project Site as a result of the Project, and \$N/A (no maximum limit on exemption amount) for new inventory. No personal property tax exemption shall commence after tax return year 2030 (i.e., tax listing date December 31, 2029) nor extend beyond tax return year 2044 (i.e., tax listing date December 31, 2043). Although exemption under this Agreement for a particular item of personal property may last for only 15 years, the personal property exemption period for the Project as a whole may last more than 15 years. The exemptions set forth in this Section shall apply irrespective of whether the personal property is owned by the Enterprise or, in accordance with Section 11 of this Agreement, by another entity. The parties acknowledge that Ohio law does not currently impose a personal property tax on the tangible personal property to be acquired in conjunction with the Project; however, the County and the Township have agreed to provide this exemption in the event that Ohio law changes during term of the exemption and the tangible personal property acquired in conjunction with the Project becomes subject to personal property tax.

Section 4. Payment of Non-Exempt Taxes. Enterprise shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If Enterprise fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

Section 5. No Delinquent Taxes. Enterprise hereby certifies that at the time this Agreement is executed, Enterprise does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Enterprise is liable under R.C. Chapter 5727, 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or, if such delinquent taxes are owed, Enterprise currently is paying the delinquent taxes pursuant to a delinquent tax contract enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Enterprise. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

Section 6. County Acts. The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 7. Expiration or Revocation of EZ. If for any reason the EZ designation expires, the Director of the Ohio Development Services Agency revokes certification of the EZ or the County revokes the designation of the EZ, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Enterprise materially fails to fulfill its obligations under this Agreement and County terminates or modifies the exemptions from taxation granted under this Agreement.

Section 8. Material Failure by Enterprise. If Enterprise materially fails to fulfill its obligations under this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement, and such failure remains uncured for a period of sixty (60) days after the receipt of written notice thereof by the Enterprise from the County, or if County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, County may terminate or modify the exemptions from taxation granted under this Agreement from the date of such material failure.

Section 9. Provision of Information. Enterprise shall provide to the proper tax incentive review council (the "Council") any information reasonably required by the Council to evaluate the Enterprise's compliance with the Agreement, including returns or annual reports filed pursuant to R.C. Section 5711.02 or 5727.08 if requested by the Council.

Section 10. Approval of Agreement. Enterprise and County acknowledge that this Agreement must be approved by formal action of the legislative authority of County as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

Section 11. Assignment. This Agreement is not transferable or assignable without the express, written approval of County, which shall not be unreasonably withheld, conditioned or delayed; provided, however, Enterprise may transfer or assign the Agreement without the express, written, approval of the County to (i) entities affiliated with the Enterprise (which for purposes of this Agreement shall include but not be limited to joint venture operating companies formed by Enterprise and other entities, subsidiaries, affiliates and equity participants in the Project), (ii) entities used in a financing arrangement by the Enterprise or its affiliates to develop and equip the Project (which for purposes of this Agreement shall include but not be limited to entities used in a leasing arrangement), or (iii) successor entities as a result of a consolidation, reorganization, acquisition, merger, or sale of all or substantially all of the assets or equity ownership interest of the Enterprise.

Section 12. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Enterprise, any successor enterprise, or any related member (as those terms are defined in R.C. Section 5709.61) has violated the prohibition against entering into this Agreement under division (E) of R.C. Section 3735.671 or R.C. Section 5709.62, 5709.63 or 5709.632 prior to the time prescribed by that division or either of those sections.

Section 13. Number of Employment Positions. In any three-year period during which this Agreement is in effect, if the actual number of employee positions created or retained by Enterprise is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this Agreement during that three-year period, Enterprise shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this Agreement during that three-year period. In addition, the County may terminate or modify the exemptions from taxation granted under this Agreement. **For purposes of this paragraph: (i) employee positions created or retained by the Enterprise includes employee positions that the Enterprise causes to be created or retained, irrespective of whether the employees are employed by the Enterprise or another entity; (ii) the first three-year period shall not commence until the start of the [2025] calendar year; (iii) the three-year periods shall be consecutive, rolling three-calendar-year periods (e.g., the first three-year period shall be years 2025 through 2027, and the second three-year period shall be 2026 through 2028); and (iv) repayment for a three-year period shall be required only if the Enterprise fails to meet the 75% threshold for the entirety of that three-year period.**

Section 14. Annual Fee. The annual fee required under the EZ Act is hereby waived by the County.

Section 15. R.C. Section 9.66 Covenants. Enterprise affirmatively covenants that it has made no false statements to the State of Ohio or any local political subdivision in the process of obtaining approval of the EZ tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of the Enterprise has knowingly made a false statement to the State or any local political subdivision to obtain the EZ tax exemptions, the Enterprise shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and the Enterprise shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. 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 R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.

Section 16. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent (i) by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by email (provided a hard copy is also delivered by one of the other delivery methods set forth above) and shall be deemed delivered upon receipt:

If to the County, to:
c/o Belmont County Port Authority
101 North Market Street, Suite J
St. Clairsville, OH 43950
Attention: Larry E. Merry, Executive Director
Phone: (740) 695-4397
Email: larry.merry@co.belmont.oh.us

With a copy to:
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215
Attention: Chris L. Connelly
Phone: (614) 334-7108
Email: cconnelly@taftlaw.com

If to the Township, to:
51554 Wegee Road
Bellaire, OH 43906
Attention: Fiscal Officer
Phone: (740) 676-5691
Email: _____

If to the Enterprise, to:
PPTGC America LLC
3040 Post Oak Boulevard, Suite 400
Houston, TX 77056
Attention: Brandy Copley
Phone: (832) 734-8135
Email: Brandy.C@pttgcamerica.com

With a copy to:
Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
Columbus, Ohio 43215

March 25, 2020

Attention: Scott J. Ziance
Phone: (614) 464-8287
Email: sziance@vorys.com

Section 17. Tax Exemption Applications. Enterprise shall file or cause to be filed any and all tax exemption applications necessary to effectuate and maintain the tax exemptions provided in this Agreement (e.g., DTE Form 24 and Form 937EX or their respective successor forms).

Section 18. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 19. County Finding. Pursuant to R.C. Section 5709.63(D), the County finds that the Enterprise currently has no operations in this state and, subject to approval of this Agreement, intends to establish operations in the EZ.
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of March 25, 2020.

BOARD OF COMMISSIONERS OF BELMONT COUNTY, OHIO

By: J. P. Dutton /s/
Commissioner

By: Larry Merry /s/
Witness

By: Jerry Echemann /s/
Commissioner

By: Larry Merry /s/
Witness

By: Josh Meyer /s/
Commissioner

By: Larry Merry /s/
Witness

By Resolution No. N/A dated Mar.25, 2020

Verified and Certified:

Bonnie Zuzak /s/
Asst., Clerk

APPROVED AS TO FORM:

David K. Liberati /s/ Assist P.A.
Belmont

County Prosecutor

PTTGC AMERICA LLC

By: Panod Awaiwanod /s/

Printed: Panod Awaiwanod

Title: General Manager

As required by the EZ Act, this Agreement and the exemptions provided herein are hereby consented to:

BOARD OF TRUSTEES OF MEAD TOWNSHIP (BELMONT COUNTY), OHIO

By: Ed Good /s/
Trustee

By: Larry Merry /s/
Witness

By: Paul M. Merryman /s/
Trustee

By: Sherri Butler /s/
Witness

By: Dave Mellott /s/
Trustee

By: Sherri Butler /s/
Witness

EXHIBIT B

APPLICATION
(attached hereto)

Exhibit B to County Resolution
Application

Enterprise Zone Application for

PTTGC America LLC
Company Name

OHIO DEPARTMENT OF DEVELOPMENT
OHIO ENTERPRISE ZONE PROGRAM

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the

Township of Mead
Local Legislative Authority

located in the County of Belmont and

PTTGC America LLC
Company Name

1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants):

PTTGC America LLC
Enterprise Name

Brandy Copley
Contact Person

(832)734-8135
Telephone Number

3040 Post Oak Blvd., Suite 400, Houston, TX 77056
Address

1b. Project Site:

Scott Owens
Contact Person

(513) 515-4126
Telephone Number

57426 Ferry Landing Road, Shadyside, OH 43947
Address

2a. Nature of business (manufacturing, distribution, wholesale or other).

Petrochemical Manufacturing

2b. List primary 6-digit NAICS #
Business may list other relevant SIC numbers

325110

2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

N/A

2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Limited liability company

3. Name of principal owner (s) or officers of the business (attach list if necessary).

The entity is owned on a 50/50 basis by PTTGC America Corporation; a wholly-owned subsidiary of PTT Global Chemical Public Company Limited; and Daellm Chemical USA LLC ("DCA"), a wholly-owned subsidiary of Daellm Chemical USA, Inc.

4. Is business seasonal in nature? Yes No

5a. State the enterprise's current employment level at the proposed project site:

5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODDC early in the discussions.
Yes No

5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment position or assets:

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal?
Yes No

6b. If yes, list the local legislative authorities, date, and term of incentives for each Enterprise Zone Agreement:

N/A

7. Does the Enterprise owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of this State?

Yes No

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes No

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Yes No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts, and/or case identification numbers (add additional sheets if necessary).

N/A

8. Project Description (attach additional pages if necessary):

The U.S. subsidiary of PTT Global Chemical (PTTGC America) is considering a site in Mead Township along the Ohio River in Belmont County, for the possible construction of a world-scale petrochemical complex, which is also known as an ethane cracker. Petrochemical complexes are large capital investments with long lifespans and employ highly skilled workers.
--

9. Project will begin and be completed provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):

350 full-time permanent employees, 0 part-time employees, and 0 temporary employees.

10b. State the time frame of this projected hiring: years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

350 full-time permanent positions are expected to be created incrementally over a 5-year period estimated to begin in 2024.

11a. Estimate the amount of annual payroll such new employees will add:

New annual payroll associated with full-time permanent employees is expected to be approximately \$39,000,000, and \$0 of payroll associated with part-time employees and temporary employees. (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:

N/A

12. Market value of the existing facility as determined for local property taxation.

N/A

13. Business's total current investment in the facility as of the proposal's submission.

The cost of the land purchase was approximately \$19,200,000 and the cost of preliminary site work to date is approximately \$62,000,000.

14a. Describe the capital investment planned at the project site (site improvements, facility description, square feet to be constructed, type of machinery & equipment to be installed, etc.)

The project is expected to involve a capital investment of approximately \$421M in real property improvements, including the construction of buildings totaling approximately 170,000 square feet, rail infrastructure, and site improvements. Approximately \$200M of the real property improvement investments consists of preliminary site prep work, including rough grade, general cut and fill, soil preparation and storm water retention basins. The company plans to spend approximately \$5.4B to \$6.7B in tangible personal property to equip and operate the ethane cracker facility.

14b. Please estimate the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	Minimum	Maximum
A. Acquisition of Land & Buildings:	\$ 0	\$ 19,200,000
B. Additions/New Construction:	\$ 336,800,000	\$ 421,000,000
C. Improvements to existing buildings:	\$ N/A	\$ N/A
D. Machinery & Equipment:	\$ 5,415,040,000	\$ 6,768,800,000
E. Furniture & Fixtures:	\$ 500,000	\$ 1,000,000
Total New Project Investment:	\$ 5,752,340,000	\$ 7,210,000,000

PLEASE NOTE: PTTGCA has a preliminary estimate of the capital investment related to the project from its engineering firm of \$7.21B. The fee estimate with the engineering firm is based on a lump sum, fixed fee contract to be entered into when the financial investment decision is made. PTTGCA doesn't have access to detailed capital investment information that makes up the fee estimate. The itemized costs listed in 14b above, therefore, are PTTGCA's current best judgment based upon the engineering company's lump sum estimate.

15. a. Business requests the following tax exemption incentives:
[100]% for [15] years covering real property improvements.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

The incentive is necessary to help offset some of the significant upfront and recurring costs associated with the project in order to make the project more viable. Incentives are a critical component to make the site competitive with others in the region, and to obtain project financing of the project.

Submission of this application expressly authorizes the [Township of Mead] local legislative authority

and/or [Belmont County] to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the

Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2931.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

[PTTGC America LLC]
Name of Enterprise

[03/09/20]
Date

[*Panod*]
Signature

[Panod Awalwanond]
General Manager
Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:25 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator (via phone), 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. Dutton Yes
Mr. Echemann Yes
Mr. Meyer Yes

IN THE MATTER OF ADJOURNING

March 25, 2020

EXECUTIVE SESSION AT 1:30 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 1:30 p.m..

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton said as a result of executive session there is one motion to consider.

**IN THE MATTER OF APPROVING THE TERMINATION
OF MARCIE SECHREST, OFFICE MANAGER/ANIMAL SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the termination of Marcie Sechrest, Office Manager at the Belmont County Animal Shelter, effective March 26, 2020, based on her supervisor's recommendation and direct her supervisor to notify Ms. Sechrest of the same.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

RECESS

Reconvened Monday, March 30, 2020 at 9:10 a.m. Present: Commissioners Dutton, Echemann and Meyer.

Mr. Dutton noted the meeting of March 25 was left open due to COVID-19 in case any action was needed.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:10 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 9:10 a.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Read, approved and signed this 8th day of April, 2020.

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, J. P. Dutton and Bonnie Zuzak, 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.

J. P. Dutton /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK