

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

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

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

**"BILLS ALLOWED"**

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

Claim of	Purposes	Amount
A-AT&T	Phones-Public Defender/General Fund	160.94
A-McGhee Office Supply	Supplies-Recorder/General Fund	77.47
A-MOS (Micro Maid Office Systems)	Copier-Recorder/General Fund	1,986.72
A & K-Ohio AFSCME Care Plan	Dental & Drug coverage/General Fund and Engineer MVGT Fund	5,704.00
A-Southeast District County Auditor	Registration Fees-Auditor/General Fund	15.00
S-Buckeye Hills-HVRDD	Marketing/Promotion events & materials/Port Authority Fund	250.00
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-Sam's Club/GECRB	Food/Oakview Juvenile Residential Center Fund	582.26
S-TSG	Probation computer & data backup & vaulting/Eastern Ct. Computer Fd.	1,622.12
S-Walmart Community/GECRB	Food/Oakview Juvenile Residential Center Fund	161.76
W-Pamela S. Bowman	Reimburse expenses/Prosecutor's Victim Program	58.98

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for April 2, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$16,165.88; \$18,435.93; \$1,422.21
A-GENERAL/AUDITOR	\$2,804.97
A-GENERAL/EMA	\$875.83
A-GENERAL/COMMON PLEAS COURT	\$212.12; \$100.00; \$217.80
A-GENERAL/SHERIFF	\$3,126.86
A-GENERAL/911	\$1,152.77
B-Dog Kennel	\$253.15
H-Job & Family, CSEA	\$13,254.03
H-Job & Family, Public Assistance	\$8,440.00; \$2,171.23
H-Job & Family, WIA	\$6,000.00; \$2,186.69; \$2,120.00
J-Real Estate Assessment	\$49.45
K-Engineer MVGT	\$3,212.01; \$19,569.12
M-Juvenile Ct. – Intake Coordinator	\$232.10
M-Juvenile Ct. – Placement II	\$35.00
M-Juvenile Ct. Title IV-E Reimb.	\$239.22
N-Capital Projects-Facilities	\$487.72; \$10,950.00
P-Oakview Admn Bldg.	\$496.85
S-District Detention Home	\$1,537.43
S-Job & Family, Children Services	\$1,287.36
S-Northern Div. Ct. Computer	\$1,672.40
S-Oakview Juvenile Residential Center	\$1,015.96
S-Probate Ct.-Gen. Special Projects	\$1,957.11
S-Probate Ct. Conduct of Business	\$131.11
S-Senior Services	\$19,159.08
S-Sheriff CCW	\$1,185.00
S-Sheriff Commissary	\$1,368.19
U-Sheriff's Reserve Account	\$852.36

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND/MAGISTRATE**

FROM	TO	AMOUNT
E-0063-A002-B26.010 Supplies	E-0063-A002-B30.000 Other Expense	\$186.51

**S33 SARGUS/DISTRICT DETENTION HOME**

FROM	TO	AMOUNT
E-0910-S033-S65.011 Contract Services	E-0910-S033-S64.000 Contract Repairs	\$2,000.00
E-0910-S033-S65.011 Contract Services	E-0910-S033-S62.000 Materials	\$500.00
E-0910-S033-S65.011 Contract Services	E-0910-S033-S63.012 Equipment	\$2,000.00
E-0910-S033-S65.011 Contract Services	E-0910-S033-S43.000 Travel & Training	\$2,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

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

**S00 COMMISSARY FUND/SHERIFF**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5100-S000-S01.010 Supplies	E-0131-A006-A03.002 Salaries-Jail	\$7,902.72
E-5100-S000-S01.010 Supplies	E-0131-A006-A13.003 PERS/SPRS	\$1,430.39
E-5100-S000-S01.010 Supplies	E-0256-A014-A06.006 Group & Liability	\$3,514.05
E-5100-S000-S01.010 Supplies	E-0256-A014-A14.004 Workers Comp.	\$316.11

*Commissary Clerk-1<sup>st</sup> Qtr. 2014*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 2, 2014\*\***

**G90 AUDITOR/REAL ESTATE TAXES**

E-9800-G090-G01.000	Pre-payment R.E. Taxes	\$437.20
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**N29 CAPITAL PROJECTS-FACILITIES FUND**

E-9029-N029-N02.055	Courthouse Building Repair	\$16,000.00
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*Needed for renovations to the County Treasurer's Office.*

**\*\*MARCH 19, 2014\*\***

**T02 BOARD OF ELECTIONS/HHS GRANT**

**POLLING PLACE ACCESSIBILITY**

E-9714-T002-T05.000	Grant Expenses	\$1,810.00
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**\*\*APRIL 2, 2014\*\***

**GENERAL FUND**

E-0051-A001-A14.012	Equipment	\$76.50
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*Appropriation of refund check from Xerox deposited 03/24/14.*

E-0055-A004-B01.002	M&G/Salaries-Employees	\$1,400.00
E-0056-A006-E07.000	Other Expenses	\$145.88
E-0121-A006-B02.002	Recorder/Salaries-Employees	\$35,000.00
E-0170-A006-G12.000	Indigent Clients	\$1,582.00
E-0256-A014-A01.000	CORSA Costs	\$18,801.42

*CORSA reimbursement for water damage to the Animal Shelter, less deductible.*

*Date of Loss—01/08/14 Claim Nos. 0160024697 and 0160024698*

E-0257-A015-A14.000	Attorney Fees	\$2,373.00
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**E11 9-1-1 WIRELESS**

E-2301-E011-E01.011	Contract Services	\$10,743.78
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**H08 BCDJFS/WIA AREA 16**

E-2610-H008-H04.000	Jefferson Co. DJFS-WIA FUND	\$314,575.14
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**K00 MVGT-ENGINEERS**

E-2813-K000-K43.000	Issuance Fees	\$1,136.00
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**L05 BSWCD/WATERSHED COORDINATOR GRANT FUND**

E-1815-L005-L01.002	Salaries	\$15,000.00
E-1815-L005-L11.003	PERS	\$10,000.00
E-1815-L005-L13.005	Medicare	\$4,000.00
E-1815-L005-L15.006	Hospitalization	\$5,323.29

**N37 I-70 MALL INTERCHANGE PROJECT FUND**

E-9037-N037-N05.013	Contract Projects	\$48,500.00
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*Appropriation of Check # 2450 deposited 03/31/13—Stein Settlement Payment.*

**P93 EMA/STATE HOMELAND SECURITY GRANT**

E-1723-P093-P15.000	Other Expenses	\$39,699.00
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**S12 BELMONT COUNTY PORT AUTHORITY**

E-9799-S012-S21.000	Expenses-Armory Property	\$6,880.86
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**S31 OAKVIEW JUVENILE/N.S.L.A**

E-8011-S031-S02.000	Food (Meal Tickets/US Food Performance Incentive)	\$82.50
E-8011-S031-S02.000	Food (NSLA)	\$2,873.96

**W80 PROSECUTOR/VICTIM ASSISTANCE PROGRAM**

E-1511-W080-P01.002	Salary	\$2,169.10
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P06.004	Workers Comp	\$456.90

**SHERIFF/VARIOUS**

E-0131-A006-A23.000	Background	\$821.00
E-0131-A006-A24.000	E-SORN	\$325.00
E-0131-A006-A09.000	Medical	\$1,143.70
E-0131-A006-A32.000	Warrant Fee	\$460.00
E-1652-B016-B02.000	DUI	\$15.00
E-5100-S000-S01.010	Commissary	\$6,218.82
E-5101-S001-S07.012	CCW Equipment	\$1,893.00
E-5101-S001-S06.000	CCW License	\$2,549.00
E-9710-U010-U06.000	Reserve	\$2,692.71

*(March Pay-Ins)*

E-0131-A006-A04.002	Salaries-Road Deputies	\$2,960.00
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*(Security/County Recorder)*

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated April 2, 2014, 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 or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Thomas to request the Belmont Co. Budget Commission certify the following monies.

**GENERAL FUND - \$8,354.55 (Building) and \$9,978.54 (Contents) = (\$18,333.09 total)** paid into R-0040-A000-Q00.500 Insurance Reimbursements on 03/27/14. *Note: Damage to Animal Shelter. D/L 01/08/14 Claim #0160024697 & #0160024698*

**\$468.33** paid into R-0040-A000-Q00.500 Insurance Reimbursements on 03/31/14. *Note: Damage to Animal Shelter – Dumpster bill reimbursement. D/L 01/08/14 Claim #0160024697.*

**\$37.78** deposited into R-0050-A000-A02.500 on 03/31/13 Oil & Gas Receipts. *(Geophysical Pymt./Rice Energy/Bigfoot/permit #1085).*

Upon roll call the vote was as follows:

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

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

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

**AUDITOR** – Larry Craig to travel to Pomeroy, OH, on April 11, 2014, to attend Southeast Auditors’ Assoc. District Meeting on “Discussion of CAUV”. A county car will be used. Estimated expenses: \$100.00

**BCSSD** – Dale Jendrusik and Benji Sall to travel to Columbus, OH, on May 6, 2014, to take the Ohio EPA Waste Water Test. A county vehicle will be used. Chris Craig and Brian Ware to travel to Columbus, OH, on May 7, 2014, to take the Ohio EPA Water Test. A county vehicle will be used.

**EMA** – Dave Ivan and Becky Horne to travel to Cambridge, OH, on April 16, 2014, to attend Gas/Oil Expo. A county vehicle will be used.

Dave Ivan to travel to Columbus, OH, on April 21, 2014, to attend Ohio EMA Spring Directors’ Seminar. A county vehicle will be used.

**SENIOR SERVICES** - Tish Kinney to travel to Wheeling, WV, on April 5, 2014, and to Amish Country on April 17, 2014, for senior center outings. Mike McBride to travel to Wheeling, WV, on April 18, 2014, for senior center outing. Donna Steadman to travel to Amish Country on April 17, 2014, and to Wheeling, WV, on April 23, 2014 for senior center outings. Senior Center vans will be used in all outings.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of January 22, February 5, and February 12, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR GK PETROLEUM, LLC RICHLAND TOWNSHIP, ST. CLAIRSVILLE, OH**

Motion made by Mr. Thomas, seconded by Mr. Coffland 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 a new liquor license, Permit No. 3208373, for GK Petroleum LLC., 51423 National Road E, Richland Township, St. Clairsville, OH 43950. There have been no objections received and the Board of County Commissioners has no objections to the permit

*Note: This is for a C2 permit wine and certain prepackaged mixed drinks in sealed containers for carry out only until one a.m.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST FOR ADDITIONAL MONIES FROM LODGING TAX RECEIPTS FOR MARCH TO COVER TOURISM GRANT EXPENSES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the request of the Belmont County Tourism Council to forward an additional \$30,000 from the lodging tax receipts for the month of March to cover Tourism grant expenses. This is in addition to their \$24,167.00 monthly allotment.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ODOT 2013 COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION/ENGINEER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the signing and submittal of the Ohio Department of Transportation 2013 County Highway System Mileage Certification per O.R.C. 4501.04; the total length of county maintained public roads in Belmont County was **308.335** miles as of December 31, 2013.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING TIME AND PLACE FOR THE ENGINEER'S ANNUAL MEETING OF COUNTY AND TOWNSHIP AUTHORITIES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the time and place for the Belmont County Engineer's Annual Meeting of County and Township Authorities per ORC 5543.06 as follows:

***Date: Thursday, April 10, 2014***

***Time: 6:00 P.M.***

***Place: County Garage-Roscoe Rd., St. Clairsville***

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP/EDGE SITE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation for the use of 1.25miles of County Road 86 (Pugh Ridge Road) for the purpose of ingress and egress for drilling activity at the **Edge Site**.

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

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

**RECITALS**

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

**WHEREAS**, Operator intends to commence use of 1.25 miles of CR 86, Pugh Ridge Road for the purpose of ingress to and egress from the Edge Site for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Edge Site(hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 86, Pugh Ridge Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the Monroe County line and going north for 1.25 miles to the access. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 for any of its Drilling Activities hereunder associated with this site.

~~2. The portion of CR/TR ( ), to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR for any of its Drilling Activities hereunder.~~

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

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

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

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of 0 & 00/100 DOLLARS (\$ 0.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- 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.  
Will do Geotech and upgrade.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
- 7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
- 8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
- 9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
- 10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
- 11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.
- 12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
- 13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 15. Agreement shall be governed by the laws of the State of Ohio.
- 16. This Agreement shall be in effect on April 2, 2014.  
Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/  
Commissioner

By: Ginny Favede /s/  
Commissioner

By: Mark A. Thomas /s/  
Commissioner

By: Fred F. Bennett /s/  
County Engineer

Dated: 4/2/14  
Approved as to Form:  
David K. Liberati /s/ Assistant  
County Prosecutor

**Operator**

By: J. Ross Kirtley /s/

Printed name: Ross Kirtley

Company Name: Gulfport Energy Corporation

Title: Chief Operating Officer-Ohio

Dated: 4/2/14

**Appendix A**

Operator shall:

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

Authority shall:

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP/MOORE SITE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation for the use of 1.25 miles of County Road 86 (Pugh Ridge Road) for the purpose of ingress and egress for drilling activity at the **Moore Site**.

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

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**RECITALS**

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

**WHEREAS**, Operator intends to commence use of 1.25 miles of CR 86, Pugh Ridge Road for the purpose of ingress to and egress from the Moore Site for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Moore Site (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 86, Pugh Ridge Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the Monroe County line and going north for 1.25 miles to the access. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 for any of its Drilling Activities hereunder associated with this site.

2. ~~The portion of CR/TR ( ), to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR for any of its Drilling Activities hereunder.~~

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

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

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

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of 0 & 00/100 DOLLARS (\$ 0.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- 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.

Will do Geotech and upgrade.

- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

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

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

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

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely

within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

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

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

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

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

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

16. This Agreement shall be in effect on April 2, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/

Commissioner

By: Ginny Favede /s/

Commissioner

By: Mark A. Thomas /s/

Commissioner

By: Fred F. Bennett /s/

County Engineer

Dated: 4/2/14

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

**Operator**

By: J. Ross Kirtley /s/

Printed name: Ross Kirtley

Company Name: Gulfport Energy Corporation

Title: Chief Operating Officer-Ohio

Dated: 4/2/14

**Appendix A**

Operator shall:

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

Authority shall:

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP/LEPLEY SITE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation for the use of 2.2 miles of County Road 86 (Pugh Ridge Road) for the purpose of ingress and egress for drilling activity at the **Lepley Site**.

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

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

**RECITALS**

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

**WHEREAS**, Operator intends to commence use of 2.2 miles of CR 86, Pugh Ridge Road for the purpose of ingress to and egress from the Lepley Site for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Lepley Site (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 86, Pugh Ridge Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the Monroe County line and going north for 2.2 miles to the access. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 for any of its Drilling Activities hereunder.

~~2. The portion of CR/TR ( ), to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR for any of its Drilling Activities hereunder.~~

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

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

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

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

- 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.

Will do Geotech and upgrade.

- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

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

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

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

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

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

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

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

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

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

16. This Agreement shall be in effect on April 2, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/  
Commissioner

By: Ginny Favede /s/  
Commissioner

**Operator**

By: J. Ross Kirtley /s/

Printed name: Ross Kirtley



By: *Mark A. Thomas /s/*

Company Name: Gulfport Energy Corporation

Commissioner

By: *Fred F. Bennett /s/*

Title: Chief Operating Officer-Ohio

County Engineer

Dated: 4/2/14

Dated: 4/2/14

Approved as to Form:

*David K. Liberati /s/* Assistant

County Prosecutor

**Appendix A**

Operator shall:

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

Authority shall:

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP/SWALLIE SITE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation for the use of .1 miles of County Road 102, Mt. Olivet Road and Bridge #BEL-KIR-712-3.75 for the purpose of ingress and egress for drilling activity at the *Swallie Site*.

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

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

**RECITALS**

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

**WHEREAS**, Operator intends to commence use of .1 miles of CR 102, Mt. Olivet Road and Bridge #BEL-KIR-712-3.75 for the purpose of ingress to and egress from the Swallie Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Swallie Site (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

- 1. The portion of CR 102, Mt. Olivet Road, to be utilized by Operator hereunder, is that exclusive portion beginning at 4000' north of the intersection of CR 102, Mt. Olivet Road and TR 174, Mt. Olivet Road NE and going northerly for .1 mile. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 102 for any of its Drilling Activities hereunder.
- 2. The Bridge BEL-KIR-712-3.75, to be utilized by Operator hereunder, is that bridge located approximately 100' east of OH 800.
- 3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined

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

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

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

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

- 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.

Operator will provide proposed upgrade for CR 102 in conjunction with Mark West's proposed work on CR 102. Bridge is to be widened a minimum of 2' on each side.

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

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

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

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

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

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

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

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

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

16. This Agreement shall be in effect on \_\_\_\_\_ April 2 \_\_\_\_\_, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By:       Matt Coffland /s/      

Commissioner

By:       Ginny Favede /s/      

Commissioner

By:       Mark A. Thomas /s/      

Commissioner

By:       Fred F. Bennett /s/      

County Engineer

Dated:       4/2/14      

Approved as to Form:

      David K. Liberati /s/       Assistant

County Prosecutor

**Operator**

By:       J. Ross Kirtley /s/      

Printed name:       Ross Kirtley      

Company Name:       Gulfport Energy Corporation      

Title:       Chief Operating Officer-Ohio      

Dated:       4/2/14      

**Appendix A**

Operator shall:

- 22) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 23) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 24) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 25) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.

- 26) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 27) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 28) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM  
MICHAEL BAKER, JR., INC., FOR THE DEMOLITION OF  
COURTHOUSE ANNEX II, BOILER HOUSE ON SR 331 AND  
THE FORMER HAB CENTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal from Michael Baker, Jr., Inc. in the amount of \$19,900.00 for professional services including an asbestos survey inspection, testing and report, support work for the project specifications and procurement activities for the demolition of Courthouse Annex II and boiler house located on SR 331, and the former Habilitation Center.

**Michael Baker Jr., Inc.**

A Unit of Michael Baker Corporation  
Airsides Business Park  
100 Airside Drive  
Moon Township, PA 15108  
(412) 269-6300  
FAX (412) 375-3996

March 31, 2014

Belmont County Commissioner's Office

c/o Mr. Matt Coffland

Courthouse

101 West Main Street

St. Clairsville, Ohio 43950

RE: Consulting Services for the Belmont County Old Folk Home

Dear Mr. Coffland:

Thank you for allowing Michael Baker, Jr. Inc. (Baker) to provide the Belmont County Commissioner's Office with a proposal for professional services.

**PROJECT UNDERSTANDING**

It is our understanding that Belmont will perform some demolition activities at the Courthouse Annex, Rehab Center, and boiler house in St. Clairsville, Ohio. Prior to the demolition activities, Baker will perform an asbestos-containing material (ACM) inspection, support work for the project specifications, and procurement activities. These activities are described below.

**TASK 1-INSPECTION SERVICES**

Baker will visit the buildings and perform an asbestos survey inspection and testing (as necessary) to document the suspected building materials at the Courthouse Annex and boiler house. Baker will utilize an experienced professional who is also a U.S. Environmental Protection Agency (EPA) and Asbestos Hazard Emergency Response Act (AHERA) certified asbestos inspector and an Ohio-licensed Asbestos Hazard Evaluation Specialist. The inspector will follow detailed protocols, mirroring accepted industry standard procedures and quality assurance procedures, as contained in the EPA AHERA protocols and Guidance Document "Control of Asbestos in Buildings" to ensure a complete and accurate inspection. All suspect buildings materials will be characterized, sampled, and analyzed for the presence of asbestos, in accordance with the applicable requirements. The sample collection efforts will be supplemented by thorough survey data collection. Any previous reports will be reviewed and utilized to support this activity. During the inspection of each building, the suspect materials will be grouped into homogeneous sampling areas, as based upon material use, material type, facility system uniformity of texture, and appearance. Also, Baker will document data for each suspected building material, such as type of material, description, location, thickness of insulation, diameter of pipe, height of materials, quantity, friability, and condition. Material samples collected will be considered representative of the entire homogeneous material. Baker's representative will determine the frequency of the sampling at the time of the inspections; however, each material will be sampled at a frequency sufficient to accurately characterize the material's content.

The samples will be submitted, with chain-of-custody documentation, to a laboratory accredited by the American Industrial Hygiene Association (AIHA) and the U.S. National Institute of Standards and Technology, under the National Voluntary Laboratory Accreditation Program (NIST/NVLAP) for analysis of asbestos. The laboratory will be directed to use the EPA recommended method utilizing Polarized Light Microscopy (PLM) as described method EPA 600 for the asbestos sample analysis. This method can identify the type of asbestos to a minimum detection limit of 1%.

During the pre-proposal meeting, it was agreed upon that a unit cost sample analysis will be provided, and that Belmont County will pay for the actual number of sample analyses performed. The unit cost for this proposed work will be billed at a rate of \$7.00 per sample for 2 week turn-around time. For this project, we estimate 60 PLM samples for a cost of \$420.00

The National Emissions Standard for Hazardous Air Pollutants (NESHAP) requires that any asbestos sample containing detectable asbestos at less than 10% content when analyzed by PLM be re-analyzed using the PLM point counting procedure or the material must be considered asbestos-containing. Baker proposes to perform PLM Point Count as an additional cost item for this project. The laboratory will be directed to use the EPA recommended method utilizing PLM as described method EPA 600 for asbestos sample analyses. This method will be for the 400 point count method and can identify the type of asbestos to a minimum detection limit of <0.25%. Should additional sample analysis be recommended, Baker will advise the client, but will not proceed with the analysis of the samples by PLM Point Count until written authorization has been received. The PLM Point Count analysis will be billed at a rate of \$23.00 per sample for 2 week turn-around time.

**In addition to the asbestos survey, Baker will provide a Value-Added Approach to this project.** We plan to perform the asbestos inspection, testing, assessment, and evaluation of the interior and exterior building components of the buildings. **However, we also will complete assessment of any other potential hazardous building materials, such as mercury-containing devices and polychlorinated biphenyl (PCB)-containing fluorescent light ballasts at no additional cost.** This additional evaluation will determine and provide the information on the condition, location, quantity, and nature for all of the potential hazardous materials. Baker has certified/qualified individuals for this project that have the experience and expertise to ensure that the Belmont County does not disturb any unknown or unidentified

hazardous material associated with these housing units. The suspected items will be assumed to contain the contaminants; thus, no sampling will be conducted. The inspection will quantify the total number of fluorescent light bulbs, thermostats, and ballasts that are observed.

The evaluation will be conducted in strict accordance with the requirements of the U.S. Environmental Protection Agency (EPA) Code of Federal Regulations for the specific contaminants; Housing and Urban Development (HUD) Lead-Based Paint Guidelines, Asbestos Hazard Emergency Response Act (AHERA); National Emission Standards for Hazardous Air Pollutants (NESHAP); Occupational Safety and Health Administration regulations, applicable Ohio policy/guidance, and law/guidance.

Following the survey inspection of each building, a letter report per building will be prepared to detail the inspection, sampling, analytical data, and findings. Each report will include a narrative of procedures used during the inspection activities, description of all identified material suspected of containing asbestos, material, location(s), quantification of each material, findings, lab report, site plans(s) or drawings, cost Estimates, and recommendations. Recommendations for asbestos control shall be made to permit safe subsequent demolition work. The reports will be provided in hard copy and as an electronic copy (PDF).

**TASK 2-SPECIFICATIONS**

Baker will develop bid specifications for asbestos abatement and demolition activities for the three buildings using detailed information from the inspection process. Baker envisions a straight forward set of documents including a narrative describing the goals and intent of the work to be done, as well as a set of standardized specifications detailing the major work items and payment. Broadly, this performance style set of specifications will define the rules and regulations to be followed by the successful contractor, but will not define the actual means and methods for the work. This approach takes advantage of contractor ingenuity while establishing up-front cost controls from Belmont County.

**TASK 3-COST ESTIMATE**

Baler will develop a single cost estimate for the asbestos abatement and demolition activities for the three buildings using detailed information from the inspection process and the client’s desires. Our professional staff understands the fundamental logic for preparing abatement and demolition cost estimates at the definitive design stage using parameters, such as gross square feet of space, number of stories, quantity of asbestos materials, number of abatement areas, etc. We also are familiar with and understand the underlying engineering relationships that drive the selection and quantification of the data used to generate the estimate results.

**TASK 4-SOLICITATION AND REVIEW OF CONTRACTOR BIDS**

Baker will prepare and manage the advertisement of the project for Belmont County. Baker will place the project advertisement in multiple sources to attract potential contractors to the project. Baker has included the resources to coordinate with Belmont County to schedule and attend (and lead) the pre-bid walk-through meeting. Baker will handle and address the potential questions during the bid process. Upon receiving the bids, we will assist in the contractor selection process. In in order to assist with selection

Process, Baker will review contractor submittals, documents, and schedules to recommend and rate the potential contractors.

**SCHEDULE**

Baker can provide these services upon receipt of written authorization to proceed, and will begin these services almost immediately, based upon the availability of the buildings, contract issues, and associated coordination with the client. The schedule of report is completely dependent on the ability to complete the inspections; however, in general, the reports can be issued within three weeks following the completion of the inspection, unless another schedule is negotiated by the client and Baker prior to award.

**PROPOSED COST**

The professional services identified in this proposal will be conducted as a lump sum, in accordance with the attached terms and conditions (Attachment I). The proposed price for our services will be \$12,990.00. The price includes the labor associated with the proposed services, other direct costs, and reporting.

Task 1 – Asbestos Inspection	\$ 2,614.00
Task 2 – Specifications	\$ 7,975.00
Task 3 – Cost Estimate	\$ 5,511.00
Take 4 – Solicitation and Review of Contractor Bids	\$ 3,800.00
Total	\$19,900.00

This proposed cost estimate is valid for 60 days from the date of this letter. Upon acceptance of this proposal, please sign and return the attached for (Attachment II).

Should you have any questions regarding this proposal of our services, please do not hesitate to contact me at (412) 260-1280, or email me at [gcase@mbakercorp.com](mailto:gcase@mbakercorp.com).

Sincerely,  
MICHAEL BAKER JR, INC.  
*Gary R. Case* /s/  
Gary R. Case  
Project Manager  
Attachments(s):  
GRC:map

**PROPOSAL FOR CONSULTING SERVICES**

PROJECT: Asbestos and Demolition Survey, Cost Estimate, and Specifications  
FOR: Belmont County Commissioners  
PRICE: \$19,900.00 (including 60 PLM samples)

**PROPOSAL AGREEMENT FORM**

AGREED AND ACCEPTED AS WRITTEN:

Matt Coffland /s/ Belmont County  
Mark A. Thomas /s/ (Company)

Ginny Favede /s/  
**Mr. Matt Coffland**  
**Mr. Mark A. Thomas**  
**Mr. Ginny Favede** Belmont County Commissioners  
(Printed Name) (Title)

April 2, 2014  
(Date)

**Please sign and return this page as the written authorization to proceed.**

**Thank you.**  
**Gary R. Case**  
**Michael Baker Jr., Inc.**  
**100 Airside Drive**  
**Moon Township, PA 15108**

**Phone (412) 269-6391**  
**Cell (412) 260-1280**  
**E-mail: [gcase@mbakercorp.com](mailto:gcase@mbakercorp.com)**

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

Upon roll call the vote was as follows:

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

**9:15 Toby Rice, President, Rice Energy**

**Re: Oil/Gas Lease Check Presentation**

Mr. Coffland introduced and welcomed Toby Rice to the meeting and thanked him. Mr. Rice presented a check to the board in the amount of \$3,040,820.02. Mr. Coffland advised the board went over the lease line by line and Rice Energy looked out for Belmont County and worked with us. He noted the board is comprised of just three people, but they represent 70,000 people in Belmont County. Mr. Coffland stated, "We did try to put together the best lease that we could for the residents of Belmont County." Mrs. Favede said it was important to note that Rice is also the company that did the Smith/Goshen landowners' lease that now includes a couple thousand landowners. They are now drilling their second and third wells and are currently completing their first well. Pipelines will be installed soon. Rice Energy was initially a family owned business. Mr. Rice advised the company recently went public with much success. It was the second largest IPO of an AP company in the last 10 years. He said they have a really great investor base supporting them and they intend to keep the great relationships they have built with the landowners. He attributes their success to the partnerships that they have created. Mr. Rice stated the Rice family will continue to own the company as the largest shareholders. Mr. Rice said they are planning on drilling 10,000 horizontal wells and will be investing a significant amount of money in their pipeline. Their midstream budget is going to be more than \$250 million. "We try to make Belmont County business-friendly. Without business, you have nothing," stated Mr. Coffland. Port Authority Director Larry Merry praised Toby Rice for his willingness to answer any question put to him about any concerns a landowner may have. He also thanked them for being a gold sponsor of the upcoming Oil & Gas Expo.

**OPEN PUBLIC FORUM** – Frank Papini, speaking on behalf of SOAR, said they are glad the county received the check with more money on the way, and asked about the plans for use of the money. He asked if any of the townships would see any of the money. Mr. Coffland said the intent right now regards county debt. He said we are looking to invest \$1 million on the road project and putting the rest towards old debt. Mr. Papini asked if there would be any road repairs or street lights. Mr. Coffland said the county is almost \$30 million in debt. In order to move forward, you have to take care of the old debt. Mr. Coffland said he would love to help the townships, but we are in the same position the townships and villages are. Mr. Coffland again stated it is planned to put \$1 million towards the Mall Road Project and the remaining \$2 million towards county debt. He said we need some additional capital to move projects right now. In order to show good faith, we are paying down old debt. Additional money is needed immediately for upgrades for the expansion in our county.

Mr. Thomas explained the Moody's report states that Belmont County is assigned an A1 rating relative to the General Obligation Bonds. In the report from Moody's it states: that the A1 rating reflects the county's modestly-sized tax base with below average income indices, improved economic conditions reflected by the recent commercial investment in the Ohio Valley Mall, healthy reserve levels despite consecutive general fund deficits, and manageable debt and pension burdens, the county's strengths, our recent strong sales tax performances and healthy reserves across all of its operating funds, the challenges for the county, above average exposure to underfunded defined benefit pension liabilities. Mr. Thomas said, "Now what does that mean?" He explained this is where the board of County Commissioners struggles to understand why Moody's has in the last year to two years changed its outlook on pension liabilities. Those in public employment know each public employee pays a certain amount of money into the OPERS. The county has a match. All of that money is withdrawn on a regular basis and paid to the state fund. Belmont County has no unfunded pension liabilities. Everything that is obligated from its public employees has been paid to the state of Ohio. He explained why Moody's list above average exposure. He said because in the last couple of years, Moody's, through its corporate policies, has taken the stance that it is going to subject each public entity that pays into the system its share of the state's underfunded pension system. This means that even though we have paid our debt to the state, because the state system seems to be underfunded now, the liability obligation comes back on the county on paper only. There have been other states with underfunded pensions where the state system has come back to the counties, cities, and villages and said you are obligated to make these payments, even though you have already paid them. Unfortunately, through no fault of Belmont County, that challenge really hurt us as far as going from an A1, which is an excellent rating, up to the AA level. Regardless, they were very pleased with the reserves that the county has in its different funds, even though we have \$30 million of debt, in the big picture, it is a manageable debt profile with modest direct obligations, they were quite comfortable with the fact that our reserves, our regular payments in that regard, more than cover the debt. Mr. Thomas concluded by stating, "Yes, we are borrowing new money. We are refunding/refinancing two debts that go back to '92 and '97 that are currently paying 6.125% and 4.875% interest rates. We are now going to have them down to no more than 3%. One percent to three percent will be the new interest rates." He said details will be forthcoming on the amount of money the county will be saving. There are dozens of uses for the \$3 million that was received today. The Commissioners made an immediate decision on this first round of monies, under the guise that there will be more in the future, to pay down old debt. The best use of the money from the boards' standpoint, along with our County Auditor who guides us in these situations, we recognize the need to pay down the higher interest long term debt.

**9:45 Lisa Fijalkowski, Interim Director and Christine Parker, Children Services Program Administrator-Belmont Co.**

**Dept. of Job & Family Services**

**Re: Child Abuse Prevention Month**

Commissioner Favede said she is proud to sit on a Commission that is invested in child abuse prevention in more ways than just reading a proclamation once a year. She said we invested 2 years ago in Harmony House which is a children's advocacy center that takes what all the DJFS workers do to another step. It aids the children through counseling and also aids in the prosecution of the perpetrators that either sexually or physically abuse the children. Mrs. Favede said it was brought to her attention by the caseworkers that a lot of the work they do in the homes they are in, drugs are affecting that child's environment. She said when that became known to this board, they took action and invested more money into the Drug Task Force. If that's a cycle that is affecting our children, we feel it is incumbent upon us as elected officials to do something about it. Commissioners thanked all for the work they do every day to prevent Child Abuse.

Lisa Fijalkowski said, "Every child deserves a safe environment to grow up in, but sadly every year hundreds of children have that chance taken from them." She provided the following statistics: In 2013 there were 1,256 calls received which resulted in 619 investigations. There were 1,033 children served. Out of those investigations, 65% were neglect cases. Physical abuse was 25% and sexual abuse 10%. There are currently 33 children in DJFS custody with 19 children in foster care, 12 children in kinship, and 2 children in group homes. There were 11 new foster homes licensed in 2013 which brings the total to 31 homes in Belmont County. The case managers have completed 36 hours of training called, "Safe & Together, a Specialized Domestic Violence Training." The blue pinwheels placed on the courthouse steps are for those children they have served this year. April 24 is Wear Blue Day to increase awareness of child abuse prevention. Lisa thanked everyone for their continued support in keeping our children safe.

Christine Parker also thanked the board for recognizing Child Abuse Prevention Month. She also thanked the frontline workers. She said if it weren't for the community taking time to make the calls to the agency, they wouldn't be able to get in to work with the families. John LaRoche stated, "We have a great team here in Belmont County, from your leadership here, through the schools, law enforcement, our agencies and all the other agencies, and our Juvenile Court. It is just a special thing that we have and sometimes it takes this month to realize that and recognize it."

**IN THE MATTER OF ADOPTING PROCLAMATION  
HONORING "CHILD ABUSE PREVENTION MONTH"**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the Proclamation in recognition of Child Abuse Prevention Month.

**PROCLAMATION  
HONORING  
"CHILD ABUSE PREVENTION MONTH"**

WHEREAS, child abuse and neglect are recognized as one of our most pressing social problems, affecting many Belmont County children each year; and

WHEREAS, each child has the right to live and grow in a safe, secure, and supportive environment; and is entitled to be loved, cared for, nurtured, and to be free from verbal abuse, sexual abuse, emotional and physical abuse and neglect; and

WHEREAS, over 1,000 children were served in Belmont County in 2013 as a result of reports from concerned community members who play a positive role in supporting our young people and their families; and

WHEREAS, every child needs a caring adult in their lives for guidance and support. This nurturing, love and attention helps them prepare for the future and keeps them safe from abuse and neglect; and

WHEREAS, it takes a community to protect a child and community action is needed to break the cycle of abuse and neglect to improve family life and Belmont County is stronger when all citizens become aware of child abuse and neglect prevention and become involved in supporting parents to raise their children in a safe, nurturing environment; and

WHEREAS, The Belmont County Board of Commissioners and the Belmont County Department of Job and Family Services support and promote the partnership between the State of Ohio, county and local, public and private agencies and our community to prevent child abuse and neglect; and

WHEREAS, our nation recognizes each April as Child Abuse Prevention Month, and Belmont County agencies and organizations work together to heighten awareness and draw attention to the need for preventing child abuse in our communities; and

WHEREAS, *Pinwheels for Prevention* is designed as a visual way to demonstrate the real fact that abuse is prevalent in every community and that we each need to do our part to assist in breaking the vicious cycle;

WHEREAS, Belmont County residents celebrate children, this county's GREATEST resource and the community leaders of tomorrow;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners that they do hereby designate APRIL 2014 as "CHILD ABUSE PREVENTION MONTH" throughout the County of Belmont.

Adopted April 2, 2014

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:25 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF HIRING INTERMITTENT DRIVERS AND  
AN INTERMITTENT DRIVER-COOK FOR SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of the following individuals for Senior Services of Belmont County at the rate of \$9.00 per hour beginning Tuesday, April 8, 2014, based upon the recommendation of David Hacker, Program Coordinator:

<b>Name:</b>	<b>Position:</b>
Richard Respole	Intermittent Delivery Worker (Driver)
Donnie Maupin	Intermittent Delivery Worker (Driver)
Amalee Jackson	Intermittent Delivery Worker (Driver)/Cook

Upon roll call the vote was as follows:

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

**11:00 Andy Sutak, County Auditor; Andy Brossart, Fifth Third Bank; Dennis Schwallie, Peck, Shaffer & Williams  
Re: Bond Debt**

Auditor Sutak stated the reason they are here today is to refinance at a lower rate two old water debts. Usually when you do a water issue, there is a clause in there that you can do a refunding or refinancing. We will also be shortening the term of both bond issues. The original maturity dates are 2032 and 2037. The new dates of maturity will be 2022 and 2026, thus saving interest. The board will put \$2 million from the recent oil and gas lease money down on the refunding issue which will show a lower principal amount being refunded. The savings will be about \$56,000 for 2014 and \$55,000 for 2015. From the savings the Commissioners can roll that into a note retirement fund to pay down on the new money being borrowed for the upgrades to the wells and line extensions. The rates are averaging between 1% and 3 1/2% on the new. The 1992 issue was a life issue of 6.125% and the 1997 issue was a life issue interest of 4.8750%. This really shortens the term. When the first issue is paid off in 2022, that full savings can be put into the note retirement fund to help reduce the \$3 million. The second issue comes due in 2026, which that can be put in there, if there is excess money.

Mr. Thomas said it's important to note that the \$3 million is going to be a one year note issue, not a bond issue. Mr. Thomas explained the reasoning behind this. He said we're going to have issued a one year note that will expire in April of 2015. We are borrowing \$3 million of new money at roughly 1.250% that will be in a note form that will mature one year from now. The reason we did it was we wanted to see kind

of money that we may come into in the next year, with the possibility of just paying down or paying off that note as opposed to rolling it into a bond issue for 20+ years. If we per chance start getting royalty monies or decide if we sign another lease and get another bonus upfront payment, we may just want to use it to pay it; so we are borrowing in it right now on a short term basis. If, in fact, we can't pay down or we don't want to at that time, that can be rolled into a bond issue. Auditor Sutak added, "It was the best move the Commissioners could make for long term savings."

Mr. Schwallie stated, "Both pieces were well thought out and make a lot of sense, especially if you have an irregular source of repayment for the notes. That gives you the option of paying down as much or as little as your revenues allow. Also to pay off early because of the bond issue particularly you can't pay it off for at least 10 years." Mr. Sutak explained when you leave it in a note it does give you the flexibility of paying off or more down now. Once you go to a bond issue, you are locked in. The difference between the two is, you have to pay interest on a note issue. You can formulate how much or how little you pay down on a note, if you don't have the funds coming in right now. Once you go to a bond issue, that bond payment, if it is X amount of dollars, you must pay that every year until it's either called with better rates or matures. You are locked in and have to come up with the money. Mr. Sutak gave a brief overview of the water and sewer improvements made years ago to the western end of the county and the new businesses that have recently come due to the infrastructure being in place. He said some of these improvements were put into bonds and some are still in notes that can be paid off if there is additional oil and gas revenue. Mr. Coffland said we have revenue beyond sales tax coming in with the oil and gas monies to help pay down the debt.

Mrs. Favade asked for clarification on the 4 proposed Resolutions prepared by Peck, Shaffer & Williams and where the \$2 million would be applied to. Mr. Schwallie said the resolutions don't directly address the \$2 million that's being paid down. The Resolution authorizing issuance of \$3,000,000 of notes to pay part of the cost of water well upgrades, waterline extensions and water storage facilities will be new debt.

Visitor Wilbur Winland asked the amount of the origination fees for the \$3 million note? Mr. Sutak said it was built into the premium. He said there are additional earned revenues in there to compensate for the cost of issuance. Mr. Winland said, "So it is in the interest rate." Mr. Sutak answered, "Yes, it's in that compensation. That's correct." Mr. Thomas advised the note payment for the \$3 million of new money which would be due one year from now is \$37,397.03. Mr. Coffland said our goal is to save what we can over the next year for the property we lease and gather that money and put it towards the \$3 million. Mr. Winland asked how close does this take us to our cap of borrowing money? Mr. Schwallie answered, "You're well within the statutory limits. He said he had not run the numbers. He did advise this county has not borrowed much historically. Mrs. Favade said she is still not comfortable borrowing new money. She noted we have another offer on land that could bring in another check of \$3.2 million within the next couple of months. She said, "I'm not sure why we would borrow money and not patiently wait on that money. I like to operate on cash." She is all for the refinancing and for paying down old debt that this board inherited, but Mrs. Favade advised that going forward there is no guarantee being that we borrow it, that even when we get the \$3 million that that is going to pay that down. Her concerns are the intent is to pay down, but we may not and then just have a county that's further in debt because every day there is always something new that needs to be paid for.

Mr. Thomas stated, "I will respectfully disagree." He said, "We cannot move this county forward without that new money. The reason we are doing the one year note is just that. So that we have the option to pay it off, if we get additional monies. But when we are talking about the first motion that is before us, and that is the water well upgrades, which is a necessity, not a luxury, and so that's where I disagree. It's the borrowing of money and the adding of debt, we're not doing it just because we can do it. And that's where I respectfully disagree wholeheartedly with your thought process other than I agree with you about new debt. But this county did not get where it is today with its tax base without borrowing money and it goes back way beyond all of us. And there is no other way that we can grow this county but for this debt and I will stand by it and as long as our Auditor tells us that we are doing what we are supposed to do under the law, and our bond counsel, who does tremendous work, I will continue to do it because it's the only way we're going to grow." Commissioner Coffland said he thinks this is a great decision. He noted the savings on refinancing old debt and the great rate on the new debt. He said borrowing \$3 million at a cost of \$37,000 is a great investment.

Mr. Schwallie said something to keep in mind is this board, in addition to deciding whether to borrow or not, also decides what to do with the money that comes into the county. To the extent that there is money on the horizon that could be used, this board has the power to make sure that that money is used for that purpose and not on something else. It's a judgment call by the board, there's room for disagreement on decisions like this, but he can't disagree with the path the board is taking. He said it is a reasonable approach.

Mr. Winland asked how much the Board plans to spend on water and sewer projects this year. The board does not have those figures at this time. Commissioner Favade said we only have one formal engineer's estimate at this time. Mr. Coffland said the \$3million that is being borrowed is for well upgrades on the riverfront.

**IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE  
OF \$3,000,000 OF NOTES TO PAY PART OF THE COST OF WATER WELL  
UPGRADES, WATERLINE EXTENSIONS AND WATER STORAGE FACILITIES.**

ENTERED IN COMMISSIONERS' JOURNAL

NO. 95, PAGE NO. \_\_\_\_\_

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on April 2, 2014, at the commissioners meeting room, located at the Courthouse, St. Clairsville, Ohio, with the following members present:

Matt Coffland

Mark A. Thomas

Ginny Favade

Absent: \_\_\_\_\_

There was presented to the Board a Certificate As to Maximum Maturity of Bonds and Bond Anticipation Notes certified by the County Auditor.

Mr. Thomas moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,000,000 OF NOTES TO PAY PART OF  
THE COST OF WATER WELL UPGRADES, WATERLINE EXTENSIONS AND WATER  
STORAGE FACILITIES.**

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of water well upgrades, waterline extensions and water storage facilities (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is five (5) years, and of notes to be issued in anticipation thereof is forty (40) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the net revenues of the County's water supply, treatment, storage and distribution utility, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

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

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$3,000,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately April 1, 2015, shall bear interest at the rate of approximately seven per cent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty (30) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$3,000,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be dated the date of their issuance, (ii) mature not more than one (1) year from such date of issuance; (iii) bear interest at a rate per annum not exceeding seven percent (7%) per annum, which interest shall be payable at maturity, (iv) be issued in such numbers and denominations as may be requested by the purchaser, and (v) be payable as to both principal and interest in federal funds of the United States of America at the office of the County Auditor or a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Water System Improvement Bond Anticipation Notes".

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. or one or more of its designees (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Notes pursuant to the provisions of the Purchase Agreement. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

The County hereby covenants to appropriate from the Revenues a sufficient amount to cover debt charges on and financing costs relating to the Notes as they become due. The Revenues to be applied to debt service on the Notes and the funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and shall be and hereby are irrevocably pledged for the payment of the interest on and principal of the Notes when and as the same fall due.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and not deemed already so designated. This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry, and (ii) physical Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry



maintained by others than this County is the record that identifies the owners of beneficial interests in those Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Notes or principal and interest, and to effect transfers of Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

If so determined by the County Auditor in the Certificate of Award, all or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Notes: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Notes in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County’s agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 12. That the law firm of Peck, Shaffer & Williams, a division of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 13. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 14. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 15. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 16. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mr. Thomas Mr. Coffland

NAYS: Mrs. Favede

**ADOPTED, this 2nd day of April, 2014.**

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

**IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE  
OF NOT TO EXCEED \$840,000 OF BONDS FOR THE PURPOSE OF  
PAYING PART OF THE COST OF REFUNDING THE COUNTY’S SUBORDINATED  
WATERWORKS SYSTEM REVENUE BONDS DATED DECEMBER 2, 1992,  
AND MATTERS RELATED TO SUCH BONDS.**

ENTERED IN COMMISSIONER’S JOURNAL  
NO. 95 PAGE NO. \_\_\_\_\_

The Board of County Commissioners of Belmont County, Ohio, met in regular session at 9:00 o’clock a.m. on April 2, 2014, at the commissioners’ meeting room located in the Belmont County Courthouse, St. Clairsville, Ohio with the following members present:

Mr. Coffland Mr. Thomas Mrs. Favede

Absent: \_\_\_\_\_

There was presented to the Board a Certificate as to Maximum Maturity of Bonds signed by the County Auditor.

Mr. Thomas moved the adoption of the following resolution:

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$840,000 OF BONDS FOR THE PURPOSE OF PAYING PART OF THE COST OF REFUNDING THE COUNTY'S SUBORDINATED WATERWORKS SYSTEM REVENUE BONDS DATED DECEMBER 2, 1992, AND MATTERS RELATED TO SUCH BONDS.**

WHEREAS, the Board of County Commissioners of the County of Belmont, Ohio (sometimes referred to herein as the "Board"), by a resolution adopted December 2, 1992 (the "Prior Resolution"), has authorized and issued Subordinated Waterworks System Revenue Bonds of this County, dated December 2, 1992 (the "Prior Bonds") for the purpose of financing part of the cost of constructing water system improvements in Belmont County Sewer District No. 3 (the "Project") by retiring notes previously issued for that purpose;

WHEREAS, this Board desires to refund the outstanding Prior Bonds which will result in interest cost savings which will accrue to the benefit of this County, its citizens and taxpayers; and

WHEREAS, the County Auditor, as fiscal officer of this County, has heretofore estimated that the life of the improvements constituting the Project is at least five (5) years, and has certified that the maximum maturity of the bonds issued therefor, in accordance with Ohio Revised Code Section 133.34, is thirty (30) years from the date of issuance of the Prior Bonds; and

WHEREAS, this Board expects the debt service charges from time to time on the bonds authorized hereby to be paid from the sources described in the Prior Resolution (the "Revenues");

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

SECTION 1. That it is necessary to issue and sell bonds of this County in the principal sum of not to exceed \$840,000 (the "Series A Bonds") for the purpose of refunding some or all of the outstanding Prior Bonds and paying "financing costs," as defined in Section 133.01 of the Ohio Revised Code, related to the issuance of the Series A Bonds and the refunding of the Prior Bonds under authority of and pursuant to the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code (the "Act"). If so determined in the hereinafter-defined Certificate of Award, the Series A Bonds may be sold and issued on a consolidated basis with other bonds of this County pursuant to Section 133.30(B) of the Act and a consolidating resolution adopted by this Board on this date, the terms of which are incorporated herein by reference; such consolidated bond issue is referred to herein as the "Consolidated Bond Issue".

SECTION 2. That the Series A Bonds shall (i) be issued in a principal amount not to exceed the amount set forth above, for the purpose aforesaid, (ii) be dated, (iii) be of denominations, provided that each Series A Bond shall be of a single maturity, (iv) mature or be subject to mandatory sinking fund redemption on dates and in amounts, provided that the final maturity of the Series A Bonds shall be not later than thirty (30) years from the date of issuance of the Prior Bonds, and (v) bear interest payable semiannually on dates and at a rate or rates per annum, provided that the net interest cost payable by the County over the life of the Series A Bonds shall not exceed four and seventy-five hundredths percent (4.75%) per annum, all as determined by the County Auditor without further action of this Board in a certificate of award (the "Certificate of Award") which determinations shall be conclusive.

The Series A Bonds shall be subject to redemption prior to maturity at the option of the County upon such terms, at such times and at such price or prices (but in any case, not greater than 100% of the principal amount of the Series A Bonds to be redeemed plus accrued interest to the redemption date), or not at all, as may be determined by the County Auditor and set forth in the Certificate of Award.

If fewer than all of the outstanding Series A Bonds of a single maturity are called for redemption, the selection of Series A Bonds to be redeemed, or portions thereof in amounts equal to the minimum authorized denomination of the Series A Bonds (the "Minimum Authorized Denomination") or any integral multiple thereof, shall be made by lot by the Paying Agent and Registrar (as hereinafter defined) in any manner which the Paying Agent and Registrar may determine. In the case of a partial redemption of Series A Bonds when Series A Bonds of denominations greater than the Minimum Authorized Denomination are then outstanding, each Minimum Authorized Denomination unit of face value of principal thereof shall be treated as though it were a separate Series A Bond of the denomination equal to the Minimum Authorized Denomination. If one or more, but not all, of such units of face value represented by a Series A Bond are to be called for redemption, then upon notice of redemption of a Minimum Authorized Denomination unit or units, the registered holder of that Series A Bond shall surrender the Series A Bond to the Paying Agent and Registrar (a) for payment of the redemption price for the Minimum Authorized Denomination unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered holder thereof, of a new Series A Bond or Bonds of the same series, of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Series A Bond surrendered.

The notice of call for redemption of Series A Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Series A Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Paying Agent and Registrar on behalf of the County by mailing a copy of the redemption notice by certified mail, return receipt requested, at least 30 days prior to the date fixed for redemption, to the registered holder of each Series A Bond subject to redemption in whole or in part at such registered holder's address shown on the Series A Bond registration records on the fifteenth day preceding that mailing. Failure to receive notice by mailing or any defect in that notice regarding any Series A Bond, however, shall not affect the validity of the proceedings for the redemption of any Series A Bond. Notice having been mailed in the manner provided above, the Series A Bonds and portions thereof called for redemption shall become due and payable on the redemption date and on such redemption date, interest on such Series A Bonds or portions thereof so called shall cease to accrue; and upon presentation and surrender of such Series A Bonds or portions thereof at the place or places specified in that notice, such Series A Bonds or portions thereof shall be paid at the redemption price, including interest accrued to the redemption date.

The Series A Bonds shall be designated "Water System Refunding Bonds, Series 2014A".

It is hereby determined by this Board that the issuance of the Series A Bonds provided herein, including without limitation, the redemption provisions set forth above, are in the best interests of the County. It is hereby further determined that the refunding of the Prior Bonds will result in interest cost savings which will accrue to the benefit of this County, its citizens and taxpayers.

SECTION 3. That the Series A Bonds shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of this resolution. The Series A Bonds shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board and of the County Auditor, provided that any or all such signatures may be facsimile signatures, and shall bear the manual authenticating signature of an authorized representative of a bank or trust company designated by the County Auditor in the Certificate of Award without further action of this Board to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Series A Bonds. The principal amount of each Series A Bond shall be payable at the designated office of the Paying Agent and the Registrar and interest thereon shall be made on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 interest, respectively) on the Series A Bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

The Series A Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the designated office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Series A Bond during the 15-day period preceding any interest payment date or preceding any selection of Series A Bonds to be redeemed, or after such Series A Bond has been selected for partial or complete redemption, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Series A Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Series A Bonds as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That for the payment of the Series A Bonds and the interest thereon, the full faith, credit, and revenue of the County are hereby irrevocably pledged, and for the purpose of providing the necessary funds to pay the interest on the Series A Bonds promptly when and

as the same falls due, and also to provide a fund sufficient to discharge the Series A Bonds at maturity or upon mandatory sinking fund redemption, there shall be and is hereby levied on all the taxable property in the County within applicable limitations, in addition to all other taxes, a direct tax annually during the period the Series A Bonds are to run in an amount sufficient to provide funds to pay interest upon the Series A Bonds as and when the same falls due and also to provide a fund for the discharge of the principal of the Series A Bonds at maturity or upon mandatory sinking fund redemption, which tax shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Constitution of Ohio.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended or collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The Revenues to be applied to debt service on the Series A Bonds and the funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the interest on and the principal of the Series A Bonds when and as the same shall fall due (whether due to maturity or mandatory sinking fund redemption); provided, that in each year to the extent that the Revenues or moneys from other sources are available for the payment of debt service on the Series A Bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of the Revenues or such moneys so available and appropriated.

The Revenues to be applied to debt service on the Series A Bonds and the funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and shall be and hereby are irrevocably pledged for the payment of the interest on and principal of the Series A Bonds when and as the same fall due.

SECTION 5. That the Series A Bonds shall be sold on a negotiated basis as described herein to Fifth Third Securities, Inc. (the "Purchaser") at not less than 97% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board in the Certificate of Award pursuant to the Purchaser's offer to purchase which either of such officer is hereby authorized to accept. The Series A Bonds may be issued and sold on a consolidated basis with other bonds of the County pursuant to Section 133.30(B) of the Act and a consolidating resolution adopted by this Board if the County Auditor determines that doing so will be in the best interest of the County; and if so determined by the County Auditor, the terms of the consolidating resolution are hereby incorporated herein by reference. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Series A Bonds (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Series A Bonds to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Series A Bonds pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Series A Bonds, except as any premium and accrued interest received, shall be deposited in an appropriate fund and used for the purpose aforesaid and for no other purpose and for which purpose such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Series A Bonds in the manner provided by law.

SECTION 6. That this Board hereby covenants that it will restrict the use of the proceeds of the Series A Bonds hereby authorized in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder, including any expenditure requirements, investment limitations or rebate requirements. Without limiting the generality of the foregoing, this Board represents and covenants that not more than 10% of the improvements financed with the proceeds of the Series A Bonds shall be used directly or indirectly in the trade or business of any person that is not an "exempt person" within the meaning of the Code. The County Auditor or any other officer having responsibility with respect to the issuance of the Series A Bonds is authorized and directed to give an appropriate certificate on behalf of this County on the date of delivery of the Series A Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

The Series A Bonds are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and not already deemed so designated. This Board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 7. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Series A Bonds as a part of the Consolidated Bond Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 8. That the members of this Board, the County Auditor or any other officer, employee or agent of this County, are each hereby separately authorized, alone or with others to apply for a municipal bond insurance policy with respect to the Series A Bonds, and accept a commitment therefor, if the Purchaser should recommend the same, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the premium and expenses relating to any such insurance policy from the proceeds of the Series A Bonds is hereby authorized if the County Auditor determines in the Certificate of Award that the present value of the interest cost savings on the Series A Bonds resulting from the insurance policy is greater than the premium to be charged for the insurance policy, which determination shall be conclusive.

SECTION 9. That the members of this Board, the County Auditor, or any other officer, employee or agent of this County, are each hereby separately authorized, alone or with others to apply for a rating from one or more national rating services with respect to the Series A Bonds, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the fees and expenses relating to any such rating from the proceeds of the Series A Bonds is hereby authorized.

SECTION 10. That the law firm of Peck, Shaffer & Williams, A Division of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Series A Bonds and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That all the Prior Bonds, or such lesser amount as may be specified in the Certificate of Award, shall be and hereby are ordered called for optional redemption according to their terms on the first optional redemption date following the issuance of the Series A Bonds. At least two members of this Board of County Commissioners, the County Auditor or the County Treasurer, or any of them, are hereby separately authorized to execute and deliver an Escrow Trust Agreement with a bank or trust company as Escrow Trustee for the refunding defeasance of the Prior Bonds in such form as the officer or officers executing the same may approve, the execution thereof by such officer or officers to be conclusive evidence of such authorization and approval. Such officers are each hereby further separately authorized to subscribe for and purchase such United States Treasury obligations, including such obligations of the State and Local Government Series, as shall be

required pursuant to such Escrow Trust Agreement and to pay for such obligations with the proceeds of the Series A Bonds, and any such actions heretofore taken by such officers or the purchaser of the Series A Bonds or bond counsel in connection with such subscription and purchase are hereby approved, ratified and confirmed.

SECTION 12. That the Clerk of this Board is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

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

Ayes: Mr. Thomas Mr. Coffland Mrs. Favede

Nays: \_\_\_\_\_

**ADOPTED: this 2nd day of April, 2014.**

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

**IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$3,190,000 OF BONDS FOR THE PURPOSE OF PAYING PART OF THE COST OF REFUNDING THE COUNTY'S SUBORDINATED WATERWORKS SYSTEM REVENUE BOND, SERIES 1997 DATED NOVEMBER 20, 1997, AND MATTERS RELATED TO SUCH BONDS.**

ENTERED IN COMMISSIONER'S JOURNAL

NO. 95, PAGE NO. \_\_\_\_\_

The Board of County Commissioners of Belmont County, Ohio, met in regular session at 9:00 o'clock a.m. on April 2, 2014, at the commissioners' meeting room located in the Belmont County Courthouse, St. Clairsville, Ohio with the following members present:

Mr. Coffland Mr. Thomas Mrs. Favede

Absent: \_\_\_\_\_

There was presented to the Board a Certificate as to Maximum Maturity of Bonds signed by the County Auditor.

Mr. Thomas moved the adoption of the following resolution:

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$3,190,000 OF BONDS FOR THE PURPOSE OF PAYING PART OF THE COST OF REFUNDING THE COUNTY'S SUBORDINATED WATERWORKS SYSTEM REVENUE BOND, SERIES 1997 DATED NOVEMBER 20, 1997, AND MATTERS RELATED TO SUCH BONDS.**

WHEREAS, the Board of County Commissioners of the County of Belmont, Ohio (sometimes referred to herein as the "Board"), by a resolution adopted November 19, 1997 (the "Prior Resolution"), has authorized and issued Subordinated Waterworks System Revenue Bond, Series 1997 of this County, dated November 20, 1997 (the "Prior Bonds") for the purpose of financing part of the cost of constructing water supply and waterworks improvements in Belmont County Sanitary Sewer District No. 3 (the "Project") by retiring notes issued for that purpose;

WHEREAS, this Board desires to refund the outstanding Prior Bonds which will result in interest cost savings which will accrue to the benefit of this County, its citizens and taxpayers; and

WHEREAS, the County Auditor, as fiscal officer of this County, has heretofore estimated that the life of the improvements constituting the Project is at least five (5) years, and has certified that the maximum maturity of the bonds issued therefor, in accordance with Ohio Revised Code Section 133.34, is thirty (30) years from the date of issuance of the Prior Bonds; and

WHEREAS, this Board expects the debt service charges from time to time on the bonds authorized hereby to be paid from the sources described in the Prior Resolution (the "Revenues");

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

SECTION 1. That it is necessary to issue and sell bonds of this County in the principal sum of not to exceed \$3,190,000 (the "Series B Bonds") for the purpose of refunding some or all of the outstanding Prior Bonds and paying "financing costs," as defined in Section 133.01 of the Ohio Revised Code, related to the issuance of the Series B Bonds and the refunding of the Prior Bonds under authority of and pursuant to the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code (the "Act"). If so determined in the hereinafter-defined Certificate of Award, the Series B Bonds may be sold and issued on a consolidated basis with other bonds of this County pursuant to Section 133.30(B) of the Act and a consolidating resolution adopted by this Board on this date, the terms of which are incorporated herein by reference; such consolidated bond issue is referred to herein as the "Consolidated Bond Issue".

SECTION 2. That the Series B Bonds shall (i) be issued in a principal amount not to exceed the amount set forth above, for the purpose aforesaid, (ii) be dated, (iii) be of denominations, provided that each Series B Bond shall be of a single maturity, (iv) mature or be subject to mandatory sinking fund redemption on dates and in amounts, provided that the final maturity of the Series B Bonds shall be not later than thirty (30) years from the date of issuance of the Prior Bonds, and (v) bear interest payable semiannually on dates and at a rate or rates per annum, provided that the net interest cost payable by the County over the life of the Series B Bonds shall not exceed four and seventy-five hundredths percent (4.75%) per annum, all as determined by the County Auditor without further action of this Board in a certificate of award (the "Certificate of Award") which determinations shall be conclusive.

The Series B Bonds shall be subject to redemption prior to maturity at the option of the County upon such terms, at such times and at such price or prices (but in any case, not greater than 100% of the principal amount of the Series B Bonds to be redeemed plus accrued interest to the redemption date), or not at all, as may be determined by the County Auditor and set forth in the Certificate of Award.

If fewer than all of the outstanding Series B Bonds of a single maturity are called for redemption, the selection of Series B Bonds to be redeemed, or portions thereof in amounts equal to the minimum authorized denomination of the Series B Bonds (the "Minimum Authorized Denomination") or any integral multiple thereof, shall be made by lot by the Paying Agent and Registrar (as hereinafter defined) in any manner which the Paying Agent and Registrar may determine. In the case of a partial redemption of Series B Bonds when Series B Bonds of denominations greater than the Minimum Authorized Denomination are then outstanding, each Minimum Authorized Denomination unit of face value of principal thereof shall be treated as though it were a separate Series B Bond of the denomination equal to the Minimum Authorized Denomination. If one or more, but not all, of such units of face value represented by a Series B Bond are to be called for redemption, then upon notice of redemption of a Minimum Authorized Denomination unit or units, the registered holder of that Series B Bond shall surrender the Series B Bond to the Paying Agent and Registrar (a) for payment of the redemption price for the Minimum Authorized Denomination unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered holder thereof, of a new Series B Bond or Bonds of the same series, of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Series B Bond surrendered.

The notice of call for redemption of Series B Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Series B Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Paying Agent and Registrar on behalf of the County by mailing a copy of the redemption notice by certified mail, return receipt requested, at least 30 days prior to the date fixed for

redemption, to the registered holder of each Series B Bond subject to redemption in whole or in part at such registered holder's address shown on the Series B Bond registration records on the fifteenth day preceding that mailing. Failure to receive notice by mailing or any defect in that notice regarding any Series B Bond, however, shall not affect the validity of the proceedings for the redemption of any Series B Bond. Notice having been mailed in the manner provided above, the Series B Bonds and portions thereof called for redemption shall become due and payable on the redemption date and on such redemption date, interest on such Series B Bonds or portions thereof so called shall cease to accrue; and upon presentation and surrender of such Series B Bonds or portions thereof at the place or places specified in that notice, such Series B Bonds or portions thereof shall be paid at the redemption price, including interest accrued to the redemption date.

The Series B Bonds shall be designated "Water System Refunding Bonds, Series 2014B".

It is hereby determined by this Board that the issuance of the Series B Bonds provided herein, including without limitation, the redemption provisions set forth above, are in the best interests of the County. It is hereby further determined that the refunding of the Prior Bonds will result in interest cost savings which will accrue to the benefit of this County, its citizens and taxpayers.

SECTION 3. That the Series B Bonds shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of this resolution. The Series B Bonds shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board and of the County Auditor, provided that any or all such signatures may be facsimile signatures, and shall bear the manual authenticating signature of an authorized representative of a bank or trust company designated by the County Auditor in the Certificate of Award without further action of this Board to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Series B Bonds. The principal amount of each Series B Bond shall be payable at the designated office of the Paying Agent and the Registrar and interest thereon shall be made on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 interest, respectively) on the Series B Bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

The Series B Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the designated office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Series B Bond during the 15-day period preceding any interest payment date or preceding any selection of Series B Bonds to be redeemed, or after such Series B Bond has been selected for partial or complete redemption, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Series B Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Series B Bonds as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That for the payment of the Series B Bonds and the interest thereon, the full faith, credit, and revenue of the County are hereby irrevocably pledged, and for the purpose of providing the necessary funds to pay the interest on the Series B Bonds promptly when and as the same falls due, and also to provide a fund sufficient to discharge the Series B Bonds at maturity or upon mandatory sinking fund redemption, there shall be and is hereby levied on all the taxable property in the County within applicable limitations, in addition to all other taxes, a direct tax annually during the period the Series B Bonds are to run in an amount sufficient to provide funds to pay interest upon the Series B Bonds as and when the same falls due and also to provide a fund for the discharge of the principal of the Series B Bonds at maturity or upon mandatory sinking fund redemption, which tax shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Constitution of Ohio.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended or collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The Revenues to be applied to debt service on the Series B Bonds and the funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the interest on and the principal of the Series B Bonds when and as the same shall fall due (whether due to maturity or mandatory sinking fund redemption); provided, that in each year to the extent that the Revenues or moneys from other sources are available for the payment of debt service on the Series B Bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of the Revenues or such moneys so available and appropriated.

The Revenues to be applied to debt service on the Series B Bonds and the funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and shall be and hereby are irrevocably pledged for the payment of the interest on and principal of the Series B Bonds when and as the same fall due.

SECTION 5. That the Series B Bonds shall be sold on a negotiated basis as described herein to Fifth Third Securities, Inc. (the "Purchaser") at not less than 97% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board in the Certificate of Award pursuant to the Purchaser's offer to purchase which either of such officer is hereby authorized to accept. The Series B Bonds may be issued and sold on a consolidated basis with other bonds of the County pursuant to Section 133.30(B) of the Act and a consolidating resolution adopted by this Board if the County Auditor determines that doing so will be in the best interest of the County; and if so determined by the County Auditor, the terms of the consolidating resolution are hereby incorporated herein by reference. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Series B Bonds (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Series B Bonds to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Series B Bonds pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Series B Bonds, except as any premium and accrued interest received, shall be deposited in an appropriate fund and used for the purpose aforesaid and for no other purpose and for which purpose such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Series B Bonds in the manner provided by law.

SECTION 6. That this Board hereby covenants that it will restrict the use of the proceeds of the Series B Bonds hereby authorized in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder, including any expenditure requirements, investment limitations or rebate requirements. Without limiting the generality of the foregoing, this Board represents and covenants that not more than 10% of the improvements financed with the proceeds of the Series B Bonds shall be used directly or indirectly in the trade or business of any person that is not an "exempt person" within the meaning of the Code. The County Auditor or any other officer having responsibility with respect to the issuance of the Series B Bonds is authorized and directed to give an appropriate certificate on behalf of this County on the date of delivery of the Series B Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

The Series B Bonds are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and not already deemed so designated. This Board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably

anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 7. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Series B Bonds as a part of the Consolidated Bond Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 8. That the members of this Board, the County Auditor or any other officer, employee or agent of this County, are each hereby separately authorized, alone or with others to apply for a municipal bond insurance policy with respect to the Series B Bonds, and accept a commitment therefor, if the Purchaser should recommend the same, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the premium and expenses relating to any such insurance policy from the proceeds of the Series B Bonds is hereby authorized if the County Auditor determines in the Certificate of Award that the present value of the interest cost savings on the Series B Bonds resulting from the insurance policy is greater than the premium to be charged for the insurance policy, which determination shall be conclusive.

SECTION 9. That the members of this Board, the County Auditor, or any other officer, employee or agent of this County, are each hereby separately authorized, alone or with others to apply for a rating from one or more national rating services with respect to the Series B Bonds, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the fees and expenses relating to any such rating from the proceeds of the Series B Bonds is hereby authorized.

SECTION 10. That the law firm of Peck, Shaffer & Williams, A Division of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Series B Bonds and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That all the Prior Bonds, or such lesser amount as may be specified in the Certificate of Award, shall be and hereby are ordered called for optional redemption according to their terms on the first optional redemption date following the issuance of the Series B Bonds. At least two members of this Board of County Commissioners, the County Auditor or the County Treasurer, or any of them, are hereby separately authorized to execute and deliver an Escrow Trust Agreement with a bank or trust company as Escrow Trustee for the refunding defeasance of the Prior Bonds in such form as the officer or officers executing the same may approve, the execution thereof by such officer or officers to be conclusive evidence of such authorization and approval. Such officers are each hereby further separately authorized to subscribe for and purchase such United States Treasury obligations, including such obligations of the State and Local Government Series, as shall be required pursuant to such Escrow Trust Agreement and to pay for such obligations with the proceeds of the Series B Bonds, and any such actions heretofore taken by such officers or the purchaser of the Series B Bonds or bond counsel in connection with such subscription and purchase are hereby approved, ratified and confirmed.

SECTION 12. That the Clerk is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

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

Ayes: Mr. Thomas Mr. Coffland Mrs. Favede

Nays: \_\_\_\_\_

**ADOPTED: this 2nd day of April, 2014.**

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

**IN THE MATTER OF RESOLUTION CONSOLIDATING TWO BOND ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED BOND ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED BOND ISSUE**

ENTERED IN COMMISSIONER'S JOURNAL  
NO. 95, PAGE NO. \_\_\_\_\_

The Board of County Commissioners of Belmont County, Ohio, met in regular session at 9:00 o'clock a.m. on April 2, 2014, at the commissioners' meeting room located in the Belmont County Courthouse, St. Clairsville, Ohio with the following members present:

Mr. Coffland Mr. Thomas Mrs. Favede

Absent: \_\_\_\_\_

Mr. Thomas moved the adoption of the following resolution:

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION CONSOLIDATING TWO BOND ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED BOND ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED BOND ISSUE.**

WHEREAS, this Board of County Commissioners (sometimes referred to herein as the "Board") has this date adopted two resolutions authorizing the following general obligation bond issues pursuant to Chapter 133 of the Ohio Revised Code (the "Act") for the purposes indicated: (1) not to exceed \$840,000 Water System Refunding Bonds, Series 2014A for the purpose of paying part of the cost of refunding some or all of the County's Subordinated Waterworks System Revenue Bonds dated December 2, 1992; and (2) not to exceed \$3,190,000 Water System Refunding Bonds, Series 2014B for the purpose of paying part of the cost of refunding some or all of the County's Subordinated Waterworks System Revenue Bond, Series 1997 dated November 20, 1997 (such bond issues are together referred to as the "Series 2014 Bonds"); and

WHEREAS, this Board desires to issue and sell two or more of the Series 2014 Bonds on a consolidated basis pursuant to Section 133.30(B) of the Act and this resolution;

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

SECTION 1. That pursuant to the provisions of Section 133.30(B) of the Act, the Series 2014 Bonds, if so determined in the Certificate of Award, as hereinafter defined, shall be consolidated into a single bond issue which shall be designated "Water System Refunding Bonds, Series 2014" (such consolidated bonds are hereinafter referred to as the "Consolidated Bonds").

SECTION 2. That the Consolidated Bonds shall be issued under authority of the general laws of the State of Ohio, particularly the Act. The Consolidated Bonds shall (i) be dated as of the same date as the Series 2014 Bonds included in the Consolidated Bonds, (ii) be in a principal amount equal to the sum of the aggregate principal amounts of such Series 2014 Bonds, (iii) be numbered from R-1 upwards in order of issuance, (iv) be of the denominations of \$5,000 and any integral multiple thereof, provided that each Consolidated Bond shall be of a single maturity, and provided further that one such Consolidated Bond of the first maturity may be of a different denomination as set forth in the

Certificate of Award, as hereinafter defined, (v) mature or be subject to mandatory sinking fund redemption on each date such Series 2014 Bonds mature or are subject to mandatory sinking fund redemption in an amount for any given date equal to the sum of the maturity or mandatory sinking fund amounts for such Series 2014 Bonds for such date, and (vi) bear interest payable on each date interest on such Series 2014 Bonds is payable at a rate for each respective maturity equal to the rate of interest on such Series 2014 Bonds for such maturity.

The Consolidated Bonds shall be subject to optional redemption on each date the Series 2014 Bonds included in the Consolidated Bonds are subject to optional redemption in an amount for any given date equal to the sum of the amounts of such Series 2014 Bonds being redeemed on such date upon the same terms, at the same redemption prices, on the same dates and in the same manner as such Series 2014 Bonds.

If fewer than all of the outstanding Consolidated Bonds of a single maturity are called for redemption, the selection of Consolidated Bonds to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by lot by the Paying Agent and Registrar (as hereinafter defined) in any manner which the Paying Agent and Registrar may determine. In the case of a partial redemption of Consolidated Bonds when Consolidated Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of face value of principal thereof shall be treated as though it were a separate Consolidated Bond of the denomination of \$5,000. If one or more, but not all, of such \$5,000 units of face value represented by a Consolidated Bond are to be called for redemption, then upon notice of redemption of a \$5,000 unit or units, the registered holder of that Consolidated Bond shall surrender the Consolidated Bond to the Paying Agent and Registrar (a) for payment of the redemption price for the \$5,000 unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered holder thereof, of a new Consolidated Bond or Bonds of the same series, of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Consolidated Bond surrendered.

The notice of call for redemption of Consolidated Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Consolidated Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Paying Agent and Registrar on behalf of the County by mailing a copy of the redemption notice by certified mail, return receipt requested, at least 30 days prior to the date fixed for redemption, to the registered holder of each Consolidated Bond subject to redemption in whole or in part at such registered holder's address shown on the Consolidated Bond registration records on the fifteenth day preceding that mailing. Failure to receive notice by mailing or any defect in that notice regarding any Consolidated Bond, however, shall not affect the validity of the proceedings for the redemption of any Consolidated Bond. Notice having been mailed in the manner provided above, the Consolidated Bonds and portions thereof called for redemption shall become due and payable on the redemption date and on such redemption date, interest on such Consolidated Bonds or portions thereof so called shall cease to accrue; and upon presentation and surrender of such Consolidated Bonds or portions thereof at the place or places specified in that notice, such Consolidated Bonds or portions thereof shall be paid at the redemption price, including interest accrued to the redemption date.

It is hereby determined by this Board that the issuance of the Consolidated Bonds provided herein, including without limitation, the redemption provisions set forth above, are in the best interests of the County and that the maturities and mandatory sinking fund and optional redemption provisions set forth above are consistent with the aggregate of the periodic separate maturities and mandatory sinking fund and optional redemption provisions of the respective resolutions authorizing the Series 2014 Bonds included in the Consolidated Bonds.

SECTION 3. That the Consolidated Bonds shall express upon their faces a summary statement of purposes encompassing the purposes stated in the resolutions authorizing the Series 2014 Bonds included in the Consolidated Bonds and that they are issued in pursuance of this resolution. The Consolidated Bonds shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board and of the County Auditor, provided that any or all such signatures may be facsimile signatures, and shall bear the manual authenticating signature of an authorized representative of a bank or trust company to be designated by the County Auditor in the Certificate of Award (as hereinafter defined) without further action of this Board as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Consolidated Bonds. The principal amount of each Consolidated Bond shall be payable at the designated office of the Paying Agent and the Registrar and interest thereon shall be made on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 interest, respectively) on the Consolidated Bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

The Consolidated Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the designated office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Consolidated Bond during the 15-day period preceding any interest payment date or preceding any selection of Consolidated Bonds to be redeemed, or after such Consolidated Bond has been selected for partial or complete redemption, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Consolidated Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Consolidated Bonds as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the provisions of the respective resolutions authorizing the Series 2014 Bonds included in the Consolidated Bonds relating to security and sources of payment, federal tax status of such Series 2014 Bonds and of interest payable thereon, are hereby incorporated by reference into this resolution and the Consolidated Bonds.

SECTION 5. That the Consolidated Bonds shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 97% of the principal amount thereof plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board in a certificate of award (the "Certificate of Award") pursuant to the Purchaser's offer to purchase which either of such officers is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Consolidated Bonds (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Consolidated Bonds to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Consolidated Bonds pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Consolidated Bonds, except as any premium and accrued interest received, shall be apportioned, deposited and credited in accordance with Section 133.32 of the Act to the respective purposes and funds in accordance with the amount of each issue of Series 2014 Bonds included in the Consolidated Bonds and for which purposes such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Consolidated Bonds in the manner provided by law.

SECTION 6. That at least two members of this Board or the County Auditor are separately hereby authorized, alone or with others, to prepare and distribute to prospective purchasers of the Consolidated Bonds and other interested parties, a preliminary official statement with respect to the Consolidated Bonds on behalf of this County, which shall be in substantially the form heretofore submitted to this Board with such changes thereto as such officials may approve, and which shall be deemed final for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1) except for certain information excluded therefrom in accordance with such Rule and which will be provided in the final official statement. At least two members of this Board and the County Auditor are hereby separately authorized, alone or with others, to prepare, execute and deliver a final official statement with respect to the Consolidated Bonds on behalf of the County, which shall be in such form as the officials signing the same may approve, and which shall be deemed to be final for purposes of Securities and Exchange Commission Rule 15c2-12(b)(3), their execution thereof on behalf of the County to be conclusive evidence of such authorization and approval,

and copies thereof are hereby authorized to be prepared and furnished to the purchaser of the Consolidated Bonds for distribution to prospective purchasers of the Consolidated Bonds and other interested persons.

The County hereby covenants and agrees that it will execute, comply with and carry out all of the provisions of a continuing disclosure certificate dated the date of issuance and delivery of the Consolidated Bonds (the "Continuing Disclosure Certificate") in connection with the issuance of the Consolidated Bonds. Failure to comply with any such provisions of the Continuing Disclosure Certificate shall not constitute a default on the Consolidated Bonds; however, any holder of the Consolidated Bonds may take such action as may be necessary and appropriate, including seeking specific performance, to cause the County to comply with its obligations under this paragraph and the Continuing Disclosure Certificate.

SECTION 7. That the law firm of Peck, Shaffer & Williams, A Division of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Consolidated Bonds and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 8. That at least two members of this Board or the County Auditor are hereby separately authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Consolidated Bonds in such form as such officers may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 9. That for purposes of this Resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Consolidated Bonds may be transferred only through a book entry, and (ii) physical Consolidated Bond certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Consolidated Bonds "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Consolidated Bonds and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Consolidated Bonds or principal and interest, and to effect transfers of Consolidated Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Consolidated Bonds may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Consolidated Bonds, notwithstanding any other provision of this Resolution. If and as long as a book entry system is utilized with respect to any of such Consolidated Bonds: (i) there shall be a single Consolidated Bond of each maturity; (ii) those Consolidated Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Consolidated Bonds in book entry form shall have no right to receive Consolidated Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Consolidated Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Consolidated Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Consolidated Bonds in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Consolidated Bonds as provided in this Resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Consolidated Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Consolidated Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Resolution, without prior presentation or surrender of the Consolidated Bond, upon any conditions which shall be satisfactory to the Paying Agent and Registrar and to this County. That payment in any event shall be made to the person who is the registered owner of that Consolidated Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Consolidated Bonds and to this County. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Resolution.

The County Auditor is authorized and directed without further action of this Board to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Consolidated Bonds to the Depository for use in a book entry system, and to take all other actions the County Auditor deems appropriate in issuing the Consolidated Bonds under a book entry system.

If any Depository determines not to continue to act as Depository for the Consolidated Bonds for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this Resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Consolidated Bonds from the Depository and authenticate and deliver Consolidated Bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Consolidated Bonds), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 10. That the members of this Board, the County Auditor, or any other officer, employee or agent of this County, are each hereby separately authorized, alone or with others to apply for a municipal bond insurance policy with respect to the Consolidated Bonds, and accept a commitment therefor, if the Purchaser should recommend the same, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the premium and expenses relating to any such insurance policy from the proceeds of the Consolidated Bonds is hereby authorized if the County Auditor determines in the Certificate of Award that the present value of the interest cost savings on the Consolidated Bonds resulting from the insurance policy is greater than the premium to be charged for the insurance policy, which determination shall be conclusive.

SECTION 11. That the members of this Board, the County Auditor, or any other officer, employee or agent of this County, are each hereby separately authorized, alone or with others to apply for a rating from one or more national rating services with respect to the Consolidated Bonds, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the fees and expenses relating to any such rating from the proceeds of the Consolidated Bonds is hereby authorized.

SECTION 12. That the Clerk of this Board is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.





**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:45 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 11:45 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of April, 2014.

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

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK