

St. Clairsville, Ohio

February 17, 2016

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

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

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

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

IN THE TOTAL AMOUNT OF \$954,880.18

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding Account	E-8010-S030-S63.000 General & Other Exp.	\$1,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 4, 2016****

B15 INDIGENT DRIVERS ALCOHOL FUND

E-1651-B015-B03.011	Contract Services	\$90,000.00
---------------------	-------------------	-------------

****FEBRUARY 17, 2016****

GENERAL FUND

E-0131-A006-A19.000	Clothing	\$1,892.68
E-0040-A002-G02.002	Salaries-Employees	\$454.79

L05 WATERSHED COORDINATOR FUND/BSWCD

E-1815-L005-L01.002	Salary	\$6,300.00
E-1815-L005-L11.003	PERS	\$1,300.00
E-1815-L005-L13.005	Medicare	\$500.00
E-1815-L005-L15.006	Hospitalization	\$598.00

M64 PLACEMENT SERVICES-JUVENILE COURT FUND

E-0400-M064-M05.000	Placement Costs	\$24,898.81
---------------------	-----------------	-------------

N41 ISSUE TWO MONIES FUND

E-9041-N041-N10.055	Project Payments	\$9,066.84
---------------------	------------------	------------

31 N.S.L.A. OAKVIEW JUVENILE FUND

E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$2,556.62
---------------------	--------------------------	------------

S75 MHAS SUBSIDY GRANT FUND

E-1518-S075-S03.002	Salaries	\$50,150.00
---------------------	----------	-------------

W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM FUND

E-1511-W080-P01.002	Salaries	\$115.00
E-1511-W080-P07.006	Hospitalization	\$140.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER POS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 17, 2016:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund/Disaster Services

E-0054-A006-F11.012	Equipment	\$32,500.00
---------------------	-----------	-------------

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated February 17, 2016 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST FOR CERTIFICATION

OF MONIES BY THE BUDGET COMMISSION

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **GENERAL FUND - \$454.79** deposited into R-0140-A000-D02.501 on 02/11/16. *Reimbursement for Acting Judges-Q4,2015.* **W98 CEBCO Wellness Grant Fund - \$10,096.00** paid into R-1498-W098-W10.501 – Grant-2016 on 02/11/16. *Half of the program allocation (\$6,096) and all of the administration funds (\$4,000).*

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows: **ENGINEER’S** – Fred Bennett, Terry Lively, Don Pickenpaugh, Rob Barr and Steven Hill to Marietta, OH, on April 29, 2016, to attend a Professional Land Surveyors of Ohio presentation. A county vehicle will be used for transportation. Estimated Expenses: \$500.00 **SSOBC** – Tish Kinney to New Martinsville, WV, on March 4, 2016, for a senior center outing. Mary Beth Tennant to Beallsville, OH, on March 22, 2016, for a senior center outing. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 10, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF RICHLAND TOWNSHIP ROAD 678 (NEWLIN RD) RICHLAND TWP. SEC. 34, T-6, R-3/RD. IMP. 1135

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following Public Road Petition for “**the vacation of Richland Township 678 (Newlin Road)**” and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as **Road Improvement #1135** in accordance with Ohio Revised Code Section 5553.04.

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

Belmont County, Ohio

**February 9, 2016
Imp# 1135**

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

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of Richland T-678 (Newlin Road) a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

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

Beginning at a point on the ½ section line of Section 34 Township 6 Range 3, from which the center of said section bears along the half section line, North 85 deg.08 min. 15 sec. West 259.41 feet
Thence from this place of beginning N 40° 42’ 58” E 6.95 feet; thence N 36° 25’ 50” E 30.30 feet; thence N 33° 29’ 36” E 28.80 feet; thence N 27° 54’ 14” E 33.57 feet; thence N 24° 18’ 41” E 42.59 feet; thence N 26° 35’ 57” E 28.08 feet; thence N 26° 20’ 49” E 42.05 feet; thence N 28° 49’ 23” E 59.23’ feet; thence N 28° 46’ 52” E 83.26 feet; thence N 35° 23’ 23” E 17.60 feet to a point on the south right of way line of US 40 and being the centerline of a 30 foot right of way.

**RESOLUTION
TO VACATE TOWNSHIP ROAD # 678 NEWLIN ROAD**

Be it Resolved that, pursuant to the provisions of O.R.C. 5553.045, the Board of Township Trustees of Richland Township, Belmont County, Ohio, hereby petitions the Board of Commissioners of Belmont County, Ohio, to vacate Township Road 678, Newlin Road in accordance with exhibit A.

Dated this 24th day of August, 2015.

Board of Trustees of Richland Township

Rick Ferrell /s/

Rick Ferrell

Greg Reline /s/

Greg Reline

Greg Bizzarri /s/

Greg Bizzarri

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF RICHLAND TOWNSHIP ROAD 678 (NEWLIN RD) RICHLAND TWP. SEC. 34, T-6, R-3/RD IMP 1135

Office of County Commissioners

Belmont County, Ohio

Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice Thereof on Public Road Petition

**Rev. Code, Sec. 5553.05
RD. IMP. 1135**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 17th day of February, 2016 at the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Coffland
- Mr. Thomas

Mrs. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition submitted by the Richland Township Trustees has been presented to this Board of County Commissioners requesting said Board to vacate Richland Township Road 678 (Newlin Road), a Public Road as described therein; therefore be it

RESOLVED, That the 9th day of March, 2016 at 11:30 o'clock A.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 16th day of March, 2016, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

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

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

- | | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

Adopted February 17, 2016

Jayne Long /s/
Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating,:" "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05
ROAD IMP. # 1135**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, a resolution filed by the Richland Township Trustees requesting the vacation of Richland Twp. Rd 678 (Newlin Road), a Public Road, the general route and termini of said Road are as follows:

Beginning at a point on the 1/2 section line of Section 34 Township 6 Range 3, from which the center of said section bears along the half section line, North 85 deg.08 min. 15 sec. West 259.41 feet.

Thence from this place of beginning N 40° 42' 58" E 6.95 feet; thence N 36° 25' 50" E 30.30 feet; thence N 33° 29' 36" E 28.80 feet; thence N 27° 54' 14" E 33.57 feet; thence N 24° 18' 41" E 42.59 feet; thence N 26° 35' 57" E 28.08 feet; thence N 26° 20' 49" E 42.05 feet; thence N 28° 49' 23" E 59.23 feet; thence N 28° 46' 52" E 83.26 feet; thence N 35° 23' 23" E 17.60 feet to a point on the south right of way line of US 40 and being the centerline of a 30 foot right of way.

Said Board of County Commissioners has fixed the 9th day of March, 2016, at 11:30 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 16th day of March, 2016, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

ADV. TIMES LEADER (2) Mondays – February 22, 2016 and February 29, 2016

**IN THE MATTER OF AWARDING THE BID FOR PROJECT 16-1
BEL VAR PAVEMENT MARKINGS PHASE 2 PROJECT TO
AERO-MARK, INC./ENGINEERS DEPT.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's Project 16-1 BEL VAR PAVEMENT MARKINGS PHASE 2 PROJECT to the lowest bidder, Aero-Mark, Inc., in the amount of \$147,776.00, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

- | | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE
AGREEMENTS WITH RICE ENERGY FOR DRILLING PROJECTS
AND INFRASTRUCTURE/YO BANANA BOY AND TACO CAT WELL PADS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use Maintenance Agreements for Drilling Projects and Infrastructure** with Rice Energy, Inc., effective February 17, 2016 for the purpose of "Drilling Activity" at the following sites:

- 1.) 1.1 miles of CR 86 (Hunter Belmont Road/Pleasant Ridge Road) and 1.1 miles of CR 92 (Ballard Hunter Road/Hunter Bethesda Road) at the Yo Banana Boy Well Pad.
- 2.) 2.1 miles of CR 86 (Hunter Belmont Road/Pleasant Ridge Road) at the Taco Cat Well Pad Site.

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

**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 Rice Energy, Inc. whose address is 400 Woodcliff Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use of 1.1 miles of Hunter Belmont Road/Pleasant Ridge Road (CR-86), and 1.1 miles of Ballard Hunter Road/Hunter Bethesda Road (CR-92) for the purpose of ingress to and egress from the YO BANANA BOY Well Pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the YO BANANA BOY WELL PAD (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Operator has an existing RUMA agreement for 2.35 miles of CR-86 for the Rice Dragons Breath Well Pad; 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 the CR-86, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-198 (Cat Hollow Road) and CR-86 to the intersection of CR-86 and CR-92. See attachment for complete RUMA route. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-86 for any of its Yo Banana Boy Drilling Activities hereunder.

2. The portion of the CR-92, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-86 and CR-92 to the intersection of CR-92 and TR-71 (Fitzgerald Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-92 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.
- 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 (Bond number B008958, \$3,000,000).

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 for this specific agreement.

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

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

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

16. This Agreement shall be in effect on February 17, 2016.

Executed in duplicate on the dates set forth below.

Authority

By: *Matt Coffland /s/*

Commissioner/Trustee

By: *Ginny Favede /s/*

Commissioner/Trustee

By: *Mark A. Thomas /s/*

Commissioner/Trustee

By: *Fred F. Bennett /s/*

County Engineer

Dated: 2-17-16

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

County Prosecutor

Operator

By: *Joseph C. Mallow /s/*

Printed name: Joseph C. Mallow

Company Name: Rice Energy, Inc.

Title: Managing Director, Permitting & Construction

Dated: 2/10/2016

**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 Rice Energy, Inc. whose address is 400 Woodcliff Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use of 2.1 miles of Hunter Belmont Road/Pleasant Ridge Road (CR-86) for the purpose of ingress to and egress from the TACO CAT Well Pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the TACO CAT WELL PAD (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Operator has an existing RUMA agreement for 2.35 miles of CR-86 for the Rice Dragons Breath Well Pad; 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 3 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 the CR-86, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-198 (Cat Hollow Road) and CR-86 to the Taco Cat well site entrance. See attachment for complete RUMA route. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-86 for any of its Taco Cat Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the 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.

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

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

5. Unless 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 (Bond number B008958, \$3,000,000).

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on February 17, 2016.
Executed in duplicate on the dates set forth below.

<p><u>Authority</u></p> <p>By: <i>Matt Coffland /s/</i></p> <hr/> <p style="text-align: center;">Commissioner/Trustee</p> <p>By: <i>Ginny Favede /s/</i></p> <hr/> <p style="text-align: center;">Commissioner/Trustee</p> <p>By: <i>Mark A. Thomas /s/</i></p> <hr/> <p style="text-align: center;">Commissioner/Trustee</p> <p>By: <i>Fred F. Bennett</i></p> <hr/> <p style="text-align: center;">County Engineer</p> <p>Dated: 2-17-16</p> <hr/> <p>Approved as to Form:</p> <p><i>David K. Liberati /s/ assist</i></p> <hr/> <p style="text-align: center;">County Prosecutor</p>	<p><u>Operator</u></p> <p>By: <i>Joseph C. Mallow /s/</i></p> <hr/> <p>Printed name: Joseph C. Mallow</p> <hr/> <p>Company Name: Rice Energy, Inc.</p> <hr/> <p>Title: Managing Director, Permitting & Construction</p> <hr/> <p>Dated: 2/10/2016</p> <hr/>
---	--

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE FINAL PERFORMANCE REPORT FOR GRANT NO. S-P-13-1AG-1, OHIO VALLEY MALL FORCE MAIN PROJECT

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the Final Performance Report for Grant No. S-P-13-1AG-1, Ohio Valley Mall Force Main Project, based upon the recommendation of Kelly Porter, Belmont County Sanitary Sewer District Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH VAUGHN, COAST & VAUGHN, INC FOR ENGINEERING SERVICES/WATER TREATMENT PLANT SLUDGE LAGOONS MODIFICATIONS PROJECT/SANITARY SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with Vaughn, Coast & Vaughn, Inc. for engineering services in an amount not to exceed \$20,000 for the Water Treatment Plant Sludge Lagoons Modifications project, based upon the recommendation of Kelly Porter, Director, Belmont County Sanitary Sewer District. This will be paid from the District's WWS #3 Fund.

Note: This will allow for more efficient operation and long term stability of these facilities.

An Agreement for the Provision of Limited Professional Services

Design Professional:	Client:
Vaughn, Coast & Vaughn, Inc.	Belmont County Sanitary Sewer District
154 S. Marietta St.	P.O. Box 457
St. Clairsville, OH 43950	St. Clairsville, OH 43950
Project No.	Date: February 3, 2016
Project Name:	

Water Treatment Plant Sludge Lagoons Modifications			
Location:			
Belmont County Water Treatment Plant			
Scope of Services:			
Provide engineering services for modifying the present lime sludge lagoons to allow more efficient operation and long term stability of these facilities.			
Fee Arrangement:			
Not to Exceed an Amount of \$20,000			
Principals	\$ /HR	Technicians	\$ /HR
Architect/Engineer	\$ /HR	Clerical	\$ /HR
Retainer Amounts:			
Special Conditions:			
Soils engineering services will be directly invoiced by PSI, Inc. to Belmont County.			
Surveying services by others will be included in engineering services.			
Offered by:		Accepted by: (Client):	
<i>Jeffrey A. Vaughn /s/</i>		<i>Matt Coffland /s/ Mark A. Thomas /s/ Ginny Favede /s/</i>	
Jeffrey A. Vaughn/Vice-Pres.		Matt Coffland Mark A. Thomas Ginny Favede Board of Commissioners	
Printed name/title		Printed name/title Signature indicates the authority to bind the company to the terms herein	

Approved as to form:
David K. Liberati /s/ assistant
 Belmont County Prosecutor
 2-9-16

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER #1 FROM LAYNE HEAVY CIVIL, INC./SANITARY SEWER DISTRICT'S RADIAL COLLECTOR WELL REHABILITATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #1 from Layne Heavy Civil, Inc., in the amount of \$30,845.64 for mobilization/demobilization costs in 2014 and a 10% contract price increase for the Belmont County Sanitary Sewer District's Radial Collector Well Rehabilitation project; revised project cost \$220,744.64 and revised estimated completion date July 1, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION OF FEBRUARY 3, 2016 AND SIGNING AMENDED CONTRIBUTION-IN-AID-OF-CONSTRUCTION AGREEMENT WITH OHIO POWER COMPANY

Motion made by Mrs. Favede, seconded by Mr. Coffland to rescind the motion of February 3, 2016 and sign the amended Contribution-In-Aid-Of-Construction Agreement Number DWMS00000329561 with Ohio Power Company for the installation of basic electrical service to the new Senior Services of Belmont County – Community Building. (NOTE: The revised connection fee of \$13,199.81 will be paid by the Project Contractor, VendRick Construction, Inc., per their contract with the Board.)

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF GARVIN HICKEY, LLC, ATTORNEYS AT LAW, TO REPRESENT THE COUNTY ON WORKERS' COMPENSATION CLAIMS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Garvin & Hickey, LLC, Attorneys at Law, to represent the county on workers' compensation claims on an as needed basis.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER #4 FOR VENDRICK CONSTRUCTION, INC./SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #4 from VendRick Construction, Inc., in the amount of \$23,899.00 for the excavation and replacement of unsuitable soil at the rear drive and the installation of an underdrain in the same area for the Senior Services of Belmont County - Community Building, Project # 14-019; revised project cost \$6,174,913.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM HILDRETH'S COMMERCIAL LAUNDRY EQUIPMENT/JAIL

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept Proposal #012016548 from Hildreth's Commercial Laundry Equipment in the amount of \$27,999.00 for the purchase of two (2) commercial washers and (2) commercial dryers, including delivery, installation and haul-away, for the Belmont County Jail.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION DESIGNATING BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AS THE LEAD AGENCY FOR ADMINISTERING COMPREHENSIVE CASE MANAGEMENT AND EMPLOYMENT PROGRAM

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 17th of February, 2016, at the office of the Board of County Commissioners with the following members present:

Mrs. Favede, Mr. Coffland, Mr. Thomas

WHEREAS, Section 305.190 of the Amended Substitute House Bill 64 of the 131st General Assembly, the state's biennial budget, creates the Comprehensive Case Management Employment Program, to provide employment, training and other supportive services to mandatory and voluntary program participants ages 16 to 24 based upon a comprehensive assessment of an individual's employment and training needs;

WHEREAS, each Board of County Commissioners is required by the bill no later than May 15, 2016 to designate either the county department of job and family services or the workforce development agency that serves the county as the lead agency responsible for administering the program and meeting performance goals established by the state; and

WHEREAS, the effective date for the implementation of the Comprehensive Case Management Employment Program shall be July 1, 2016.

THEREFORE, BE IT RESOLVED, the Belmont County Board of Commissioners hereby designates Belmont County Department of Job & Family Services as the lead agency to be responsible for administering the Comprehensive Case Management and Employment Program effective July 1, 2016.

It was moved by Mrs. Favede and seconded by Mr. Coffland to adopt the foregoing. Vote on roll call resulted:

Commissioner Favede Yes

Commissioner Coffland Yes

Commissioner Thomas Yes

ADOPTED: February 17, 2016

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

Attest: Jayne Long /s/
Clerk

IN THE MATTER OF APPROVING THE REQUEST FROM THE TOURISM COUNCIL FOR ADDITIONAL MONIES FROM THE LODGING TAX RECEIPTS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$10,000.00 from the lodging tax receipts for sponsorship of the Ohio Valley Oil & Gas Expo.

Upon roll call the vote was as follows:

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

Commissioner Favede abstained from voting since she sits on the Tourism Council Board.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:32 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Dana Meager, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:48 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 9:48 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION -

IN THE MATTER OF AUTHORIZING THE HIRING OF WILLIAM SWIGER FOR FULL-TIME MAINTENANCE/HOUSEKEEPING POSITION

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of William Swiger for the position of full-time Maintenance/Housekeeping, effective February 22nd, 2016 at the rate of \$9.60 per hour.

Upon roll call the vote was as follows:

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

February 17, 2016

RECESS

Commissioner Thomas left the meeting.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:45 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:45 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 24th day of February, 2016.

Ginny Favede /s/_____

Mark A. Thomas /s/_____ COUNTY COMMISSIONERS

Matt Coffland /s/_____

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

Ginny Favede /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK