

March 16, 2016

St. Clairsville, Ohio

March 16, 2016

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede and 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.

Commissioner Favede noted Mr. Thomas is speaking at the St. Clairsville's Chamber of Commerce meeting this morning and will be in shortly.

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 \$852,668.61**

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers between funds as follows:

P05 WWS #3 REVENUE FUND TO O09 BOND RETIREMENT-WATERLINE EXTENSION PROJECT FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$23,125.00

Upon roll call the vote was as follows:

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

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 date of March 16, 2016:

H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H14.000	Belmont Co. OWIP	\$1,500.00
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JUVENILE COURT/VARIOUS FUNDS

E-0400-M060-M25.002	Salaries	\$6,822.00
E-0400-M064-M05.000	Placement Costs	\$7,904.56
E-0400-M067-M01.002	Salaries	\$10,812.25

L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$1,833.33
E-1810-L001-L07.000	Service Fee	\$5,279.00

O53 NOTE RETIREMENT SSD #2 FORCE MAIN FUND/BCSSD

E-9253-O053-O01.050	Principal Loan Payments	\$31,015.60
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BELOMAR REGIONAL COUNCIL

E-1765-P065-P10.000	LMI-HTF Grant Expenses	\$2,435.00
E-9702-T011-T01.000	Grant Expenses	\$13,760.00

S17 CHILDREN SERVICES FUND/BCDJFS

E-2765-S017-S31.000	Other Expenses	\$18,629.34
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S30 OAKVIEW JUVENILE REHABILITATION FUND

E-8010-S030-S40.000	Grant Holding Account	\$93,189.83
E-8010-S030-S51.002	Salaries	\$4,616.00
E-8010-S030-S56.000	Motor Vehicles	\$121.60
E-8010-S030-S59.000	Fuel/Utilities	\$12,413.13
E-8010-S030-S66.003	PERS	\$21,660.68
E-8010-S030-S67.004	Workers Comp	\$6,127.68
E-8010-S030-S68.006	Hospitalization	\$35,126.38
E-8010-S030-S69.007	Unemployment Comp	\$4,431.91

Upon roll call the vote was as follows:

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

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-\$.75** deposited into E-0051-A001-A08.000 on 3/3/16-Adjustment/K.Byness (tip)
- \$20.00** deposited into E-0051-A001-A08.000 on 2/24/16-Void Ck# 120275/Coffland
- \$2.99** deposited into E-0051-A001-A28.000 ON 3/03/16-Void Ck# 121360/Bridgept Fire
- \$188.00** deposited into E-1600-B000-B11.000-Void Ck# 119105/Times-Leader
- \$33.32** deposited into E-1600-B000-B11.000-Void Ck# 119106/Times-Leader

Upon roll call the vote was as follows:

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

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 March 16, 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.

March 16, 2016

Upon roll call the vote was as follows:

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

**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:

DJFS-Linda Kinter and Shelley Schramm to Union County on March 22, 2016, for Ohio Benefits monthly meeting. Vince Gianangeli to Columbus, OH, on May 12-13, 2016, for OJFSDA Directors' Conference. Vince Gianangeli to Columbus, OH, on May 10-11, 2016, for the 16th Annual Emerging Trends in Fraud Conference. Estimated expenses: \$1006.60

SENIORS-Sue Neavin to Adena, OH, on April 12, 2016, for a senior center outing. Senior Centers to Wheeling, WV, on April 19, 2016, for an outing. County vehicles will be used for travel.

VETERANS-Veterans Service Commission to Coshocton, OH, on March 19, 2016, for mandatory training with the Ohio State Association of County Veterans Service Commission (OSACVSC). Veterans Service Commission to Columbus, OH, on April 1-3, 2016, for OSACVSC Spring Conference.

Upon roll call the vote was as follows:

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

**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 March 2, 2016 and March 9, 2016.

Upon roll call the vote was as follows:

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

Reminder: The board's regular meeting of Wednesday, March 23, 2016 will be held on Tuesday, March 22, 2016 at 9:00 a.m.

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following revision to the Belmont County Personnel Policy Manual effective March 16, 2016.

Section 6.11 Family and Medical Leave (Revision)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
FIFTH AMENDMENT TO THE CONTRACT BETWEEN
BCDJFS AND THE JEFFERSON CO. COMMUNITY ACTION
COUNCIL, INC. – ADMINISTRATIVE ENTITY WIA-16**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the fifth amendment to the contract originally dated October 1, 2013, between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc.-Administrative Entity WIA-16, to extend the contract through March 2016 and to continue to operate on the \$50,000.00 originally contracted.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Jefferson County Community Action Council, Inc – Administrative Entity WIA-16
Contract Amendment-3rd year, through March 2016**

The contract dated October 1, 2013 between the Belmont County Department of Job and Family Services and the Jefferson County Community Action Council, Inc. is hereby amended as follows:

III CONTRACT PERIOD

This contract and its terms will become effective on October 1, 2013. The termination date of this contract is September 30, 2014. This contract is for Administrative Entity services and may be extended for up to two additional years, based on meeting contractual requirements, not to exceed September 30, 2016.

Prior/Second Year amendment: *This contract is extended for one of the two additional years, October 1, 2014 through September 30, 2015 and the ability to extend for one additional year, through September 30, 2016 remains.*

Prior/Third amendment: *This contract is extended for one additional quarter, through December 31, 2015, and the ability to extend for one additional quarter, through March 31, 2016 remains. This shortening of timeframe is due to changes in WIA to WIOA law and is not a result of contractor performance.*

Prior/Fourth amendment: *This contract is extended through February 2016 and will continue to operate on the initial \$50,000 originally contracted.*

Current/Fifth amendment: *This contract is extended through March 2016 and will continue to operate on the initial \$50,000 originally contracted.*

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of WIA/WIOA Funds. The amount of reimbursement to Contractor under the terms of this contract is **\$50,000 of WIA/WIOA Funds for the period: October 1, 2014 through March 2016.** (CFDA # 17.258 Adult, CFDA #17.278 Dislocated Worker, CFDA #17.259 Youth, NEG26 Wind storms (CFDA # 17.277), NEG25 Flood (CFDA # 17.277) as well as BRN, Business Resource Network, (CFDA # 17.283) grants.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

Signatures:

<u>Vince Gianangeli /s/</u> Vince Gianangeli, Director Belmont County Department of Job and Family Services (Fiscal Agent for Workforce Investment Area 16) 310 Fox Shannon Place St. Clairsville, OH 43950	<u>3-8-16</u> Date
<u>Michael McGlumphy /s/</u> Michael McGlumphy, CEO Jefferson County Community Action Council, Inc 114 N 4 th Street, Steubenville, OH 43952	<u>3/1/16</u> Date

March 16, 2016

<u>Don Bethel /s/</u>	<u>3/7/16</u>
WIA-16 Workforce Investment Board Chair	Date
<u>Clifford K. Harmon /s/</u>	<u>3/7/2016</u>
WIA-16 Council of Government Chair	Date
<u>Ginny Favede /s/</u>	<u>3/16/16</u>
Belmont County Commissioners	Date

<u>Matt Coffland /s/</u>	<u>3/16/16</u>
Belmont County Commissioners	Date
<u>Mark A. Thomas /s/</u>	<u>3/16/16</u>
Belmont County Commissioners	Date
Approved as to form:	
<u>David K. Liberati /s/</u>	<u>3/16/16</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE AGREEMENT WITH SUMMIT MIDSTREAM UTICA, LLC, FOR OIL AND GAS PIPELINES AND COMPRESSOR STATIONS/BOROVICH LATERAL

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use And Maintenance Agreement for Oil and Gas Pipelines and Compressor Stations** with Summit Midstream Utica, LLC, effective March 16, 2016, for the purpose of "Oil and Gas Pipeline and Compressor Station Activities" at 0.76 miles of CR-5(Glencoe Road) from the Borovich Lateral.

Note: County Wide Bond# 0022044096 for \$1 million on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR OIL AND GAS PIPELINES AND COMPRESSOR STATIONS

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 Summit Midstream Utica, LLC, whose address is 3489 Smithton Road, West Union, WV 26456 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator intends to develop and operate the **Borovich Lateral**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the **Borovich Lateral** (hereafter collectively referred to as "oil and gas pipeline and compressor station activities") located in **Richland Township**, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of **0.76 miles of CR-5 (Glencoe Rd.)** for the purpose of ingress to and egress from the **Borovich Lateral**, for traffic necessary for the purpose of constructing oil and gas pipelines and compressor stations associated with the **Borovich Lateral** (hereinafter referred to collectively as "oil and gas pipelines and compressor stations"); 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 oil and gas pipelines and compressor stations; 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-oil and gas pipelines and compressor stations condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of oil and gas pipelines and compressor stations 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 oil and gas pipelines and compressor stations, prior to the start of oil and gas pipelines and compressor stations. 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-5, (Glencoe-St.Clairsville Rd.)**, to be utilized by Operator hereunder, is that exclusive portion beginning at **intersection of T-281 and CR-5 continuing south for 0.76 miles**. It is understood and agreed that the Operator shall not utilize any of the remainder of **CR-5** for any of its oil and gas pipelines and compressor stations 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 oil and gas pipelines and compressor stations 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 oil and gas pipelines and compressor stations, 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 oil and gas pipelines and compressor stations 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 oil and gas pipelines and compressor stations 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 oil and gas pipelines and compressor stations, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the oil and gas pipelines and compressor stations 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 oil and gas pipelines and compressor stations on the Route by Operator. The amount of the blanket bond or surety shall be listed on bond # 00220044096 in an amount of \$1,000,000 & 00/100 DOLLARS. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

March 16, 2016

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

Executed in duplicate on the dates set forth below.

To the County: Fred F. Bennett P.E. P.S.
County Engineer
101 W. Main ST.
St. Clairsville, Ohio 43950
Office: (740) 699-2160

To the Operator: Jeff Heinle, Area Operations Director
Summit Midstream Utica
51470 Thatcher Road
Jacobsburg, OH 43933
Office: (970) 573-7005
Cell: (970) 629-3692
Email: jheinle@summitmidstream.com

Renata Busch, Permit and Regulatory Manager
3489 Smithton Road
West Union, WV 26456
Office: (304) 566-3184
Cell: (970) 319-8890
Email: rbusch@summitmidstream.com

Gino Cingolani, Construction Coordinator
Field Agent for Summit Midstream Utica
Cell: (870) 265-1814
Email: agcingolani@gmail.com

Jesse West, Project Manager
Summit Midstream Utica
999 18th Street, Suite 3400S
Denver, CO 80202
Office: (720) 441-0242
Cell: (970) 682-5349
Email: jesse.west@summitmidstream.com

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

Authority

By: *Mark A. Thomas /s/*

Commissioner

By: *Ginny Favede /s/*

Commissioner

By: *Matt Coffland /s/*

Commissioner

By: *Fred F. Bennett /s/*

County Engineer

Dated: 3-16-16

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

County Prosecutor

Upon roll call the vote was as follows:

Operator

SUMMIT MIDSTREAM UTICA, LLC

By: *Renata Busch /s/*

Printed name: Renata Busch

Title: Permit and Regulatory Manager

Dated: 3-9-16

March 16, 2016

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

IN THE MATTER OF ENTERING INTO ROAD USE AND MAINTENANCE AGREEMENT WITH RICE ENERGY, INC. FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE/DAGON'S BREATH TO TACO CAT PIPELINE

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Rice Energy, Inc., effective March 16, 2016 for the purpose of "Pipeline or Drilling Activity" at 0.58 miles of CR 86 (Pleasant Ridge Road) for the Dragon's Breath to Taco Cat pipeline.

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

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between the Belmont County Commissioners, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Rice 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 [Dragon's Breath to Taco Cat pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Dragon's Breath to Taco Cat pipeline] (hereafter collectively referred to as "oil and gas development site") located in Goshen Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 0.58 miles of CR 86 (Pleasant Ridge Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [Dragon's Breath to Taco Cat pipeline], for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or Drilling Activity"); and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 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-Pipeline or Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline or Drilling Activity related to such sites.

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

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

1. The portion of CR 86 (Pleasant Ridge Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR 194 (Dysart Woods Road) and ending at the intersection with the Dragon's Breath to Taco Cat pipeline. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 (Pleasant Ridge Road) for any of its Pipeline or Drilling Activities hereunder.

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

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

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 Pipeline or Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline or Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$232,000 & 00/100 DOLLARS (\$400,000.00 per mile paved). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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

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

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

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the

March 16, 2016

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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

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 March 16, 2016.

Executed in duplicate on the dates set forth below.

Authority

By: Ginny Favede /s/

Commissioner

By: Matt Coffland /s/

Commissioner

By: Mark A. Thomas /s/

Commissioner

By: Fred F. Bennett /s/

County Engineer

Dated: 3-16-16

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

County Prosecutor

Operator

By: Joshua Snedden /s/

Printed name: Joshua Snedden

Company Name: Rice Energy, Inc.

Title: Midstream Permitting Specialist

Dated: 3-7-16

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ODOT 2015 COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION/ENGINEER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the signing and submittal of the Ohio Department of Transportation 2015 County Highway System Mileage Certification per O.R.C. 4501.04; the total length of county maintained public roads in Belmont County was 308.905 miles as of December 31, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING CERTIFICATE OF SUBSTANTIAL COMPLETION FOR BORDER PATROL, LLC/BCSSDFAIRGROUNDS SEWERAGE PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Certificate of Substantial Completion** for Border Patrol, LLC for the Belmont County Sanitary Sewer District Fairgrounds Sewerage Project, based upon the recommendation of Jeffrey A. Vaughn, Project Engineer.

Date of Substantial Completion: September 3, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING EXECUTION OF PAY REQUEST #5 FROM VENDRICK CONSTRUCTION/SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 5 from VendRick Construction, Inc., in the amount of \$215,867.68 for the Senior Services of Belmont County - Community Building, Project # 14-019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAYMENT OF PAY REQUEST #10 FOR GREENCORE DESIGNS, INC/SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Invoice #14-019.10 (Pay Request #10) for GreenCore Designs, Inc., in the amount of \$6,075.47 (\$5,000.00 lump sum for Construction Administration, plus reimbursables) for the Senior Services of Belmont County - Community Building, Project Number 14-019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAYMENT OF INVOICE FROM DDP AND ASSOCIATES/SENIOR SERVICES COMMUNITY BUILDING

March 16, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve payment of the invoice dated March 5, 2016, from DDP and Associates in the amount of \$1,197.50 (\$1,150.00 for Construction Administration Services and \$47.50 for reimbursables) for the Senior Services of Belmont County – Community Building, Project #14-019.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM STALEY COMMUNICATION, INC & STATEMENT OF WORK/SHERIFF'S DEPT.

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 51812-00 RP from Staley Communication, Inc., and associated Statement of Work, in the amount of \$16,660.41 for uplifting of the 2016 Chevrolet Caprice Police Special Sedan purchased for the Belmont County Sheriff on 02/10/16.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM LOGOTEK SIGNS/SHERIFF'S DEPT.

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the quote dated February 11, 2016, from LogoTek Signs in the amount of \$375.00 for lettering and striping of the 2016 Chevrolet Caprice Police Special Sedan purchased for the Belmont County Sheriff on 02/10/16.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM KENCO CONSTRUCTION/COURTHOUSE

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal dated 03/11/16 from Kenco Construction for time and materials not to exceed \$5,000.00 for the sealing of all openings in the bell tower and at the ends of the roof tiles of the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE EXECUTION OF PAY REQUEST #2 FROM COLAIANNI CONSTRUCTION, INC/FLUSHING SENIOR CENTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 2 from Colaianni Construction, Inc., in the amount of \$43,057.95 for the Flushing Senior Center, Project # 15-858.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION AUTHORIZING PERSONNEL ACTION TO HIRE CRAIG HARRIS AS WATER TREATMENT PLANT MANAGER /BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution authorizing Personnel Action to hire Craig Harris as Water Treatment Plant Manager for Belmont County Sanitary Sewer District.

WHEREAS, various Department Heads, having followed proper personnel procedures, have submitted for approval the attached Personnel Action which recommend requested action; and

WHEREAS, the Board, having considered such recommendations, is agreeable to the terms and conditions of said Personnel Action; therefore be it

RESOLVED, by the Board of County Commissioners of Belmont County, Ohio, that the attached Personnel Action be and is hereby approved, and shall become part of this resolution as if fully rewritten herein; and be it further

RESOLVED, that the provisions of this resolution shall remain in full force and effect unless otherwise provided for by the said Board of County Commissioners.

Commissioner Favede moved and Commissioner Coffland seconded the resolution and the roll being called on its adoption, the vote resulted as follows:


Ginny Favede Yes Matt Coffland Yes Mark A. Thomas Absent

Adopted this 16th day of March, 2016

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of March 16, 2016 as recorded in Volume 98 of the County Commissioners Journal.

Jayne Long /s/
Clerk

Departments with Personnel Actions Attached:
Belmont County Sanitary Sewer District
cc: Auditor

PERSONNEL ACTION		DEPARTMENT		COMMISSIONERS JOURNAL	
BELMONT COUNTY COMMISSIONERS' DEPARTMENTS		FROM		VOL.	98
		TO	Belmont County Sanitary Sewer District	DATE	Wednesday, March 16, 2016
NAME		EMPLOYEE NO.			
Harris	Craig				
Last	First	MI			
POSITION TITLE				RATE	
FROM:				GRADE/STEP/RATE: \$62,400 Annual	
TO: Water Treatment Plant Manager				(\$2,400 bi-weekly, salaried employee)	
GRADE/STEP/RATE:					
EFFECTIVE DATE			ENDING DATE		
3/21/2016					
month/day/year			month/day/year		
APPOINTMENT		CHANGE		SEPARATION	
<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Full Time <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Temporary <input type="checkbox"/> Part Time <input type="checkbox"/> Regular <input type="checkbox"/> Temporary <input type="checkbox"/> Intermittent <input type="checkbox"/> Request to post <input type="checkbox"/> New <input type="checkbox"/> Vacant <input checked="" type="checkbox"/> FLSA Exempt <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> Professional <input type="checkbox"/> Executive <input checked="" type="checkbox"/> Unclassified Position <input type="checkbox"/> Conditional - SB 160 <input type="checkbox"/> Bargaining Unit		<input type="checkbox"/> Amend Resolution No. <input type="checkbox"/> Department <input type="checkbox"/> Position <input type="checkbox"/> Effective Date <input type="checkbox"/> Ending Date <input type="checkbox"/> Rate <input type="checkbox"/> Completed Probation <input type="checkbox"/> Extend Probation <input type="checkbox"/> Anniversary Increase <input type="checkbox"/> Step Increase <input type="checkbox"/> Status/Hours <input type="checkbox"/> Prior Service <input type="checkbox"/> Last Chance Agreement		<input type="checkbox"/> Resigned <input type="checkbox"/> Retired <input type="checkbox"/> Disability Retirement <input type="checkbox"/> Disability Separation <input type="checkbox"/> Voluntary Separation (3 days no call/no show) <input type="checkbox"/> Probationary Termination <input type="checkbox"/> Terminated <input type="checkbox"/> Deceased <input type="checkbox"/> Laid Off <input type="checkbox"/> Terminated - SB 160 <input type="checkbox"/> Cancel Appointment <input type="checkbox"/> Resolution No. <input type="checkbox"/> Last Day Worked	
				INTERRUPTION	
				<input type="checkbox"/> Medical Leave <input type="checkbox"/> With Pay <input type="checkbox"/> Without Pay <input type="checkbox"/> Personal Leave <input type="checkbox"/> With Pay <input type="checkbox"/> Without Pay <input type="checkbox"/> Military Leave <input type="checkbox"/> With Pay <input type="checkbox"/> Without Pay <input type="checkbox"/> Suspension without Pay <input type="checkbox"/> Administrative Leave with Pay <input type="checkbox"/> FMLA	
PRIOR SERVICE				SICK LEAVE BALANCE: Hours	
Completed payperiods				<input type="checkbox"/> Leave on Books <input type="checkbox"/> Transfer to <input type="checkbox"/> Retirement Payout (Hours) <input type="checkbox"/> State % of payout to limit <input type="checkbox"/> County % of payout to limit	
Agency: Martins Ferry WTP, Rayland WTP				VACATION BALANCE: Hours	
Sick Leave Hours Transferred To BC				<input type="checkbox"/> Leave on Books <input type="checkbox"/> Transfer to <input type="checkbox"/> Cash Payout (Not to exceed 2 year accrual limit)	
PROBATIONARY PERIOD				COMP TIME BALANCE: Hours	
<input type="checkbox"/> 180 Days <input type="checkbox"/> 1,000 Hours <input checked="" type="checkbox"/> 120 Days <input type="checkbox"/> Other (See Remarks)				<input type="checkbox"/> Cash Payout (Not to exceed limit) <input type="checkbox"/> Transfer to <input type="checkbox"/> Leave on Books	
ADDITIONAL REMARKS:					
Craig is a new hire with the Water Treatment Plant. His prior service years still need to be calculated to determine accrual rates for vacation and any sick time transfer.					
APPROVAL OF DEPARTMENT HEAD					
Signature: 				Date: 3/15/16	

REQUESTING DEPARTMENT -- RETAIN COPY - COPY EMPLOYEE UPON APPROVAL

IN THE MATTER OF RESOLUTION ESTABLISHING THE CAPITAL PROJECTS—BELMONT COUNTY SSD #2, 2016 FOX-SHANNON UPGRADES FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following Resolution:

Pursuant to Ohio Revised Code Section 5705.13(C), the Board of Belmont County Commissioners has deemed it necessary to establish a Capital Projects—Belmont County SSD #2, 2016 Fox-Shannon Upgrades Fund, to accumulate resources for the acquisition, construction, or improvement of fixed assets.

WHEREAS, this fund shall accumulate local monies transferred from the County General Fund, along with state and federal grants and loans, in the estimated amount of \$6,000,000.00 for engineering, design, bidding, project inspection and construction administration of upgrades to the Fox-Shannon Sanitary Sewer Treatment Plant, upgrades to the force main leading to the Fox-Shannon Sanitary Sewer Treatment Plant, and purchase of any equipment deemed necessary for efficient operation of the collection system, and;

WHEREAS, this fund can only be used for the purposes described pursuant to all other laws and regulations related to expenditures, normally the Ohio Revised Code, and;

WHEREAS, this fund may be rescinded at any time by resolution and money that has accumulated in the fund shall be transferred to the fund or funds from which the money was originally transferred, and;

March 16, 2016

WHEREAS, money shall not be accumulated in this fund for more than five (5) years and, if not used after five (5) years, the fiscal officer shall transfer all money in the fund to the fund or funds from which that money originally was transferred or the fund that originally was intended to receive the money.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Father Michael Ziebarth spoke of the brine tanker spill that happened last week and spilled 5,000 gallons of brine into the reservoir near Barnesville. He said the reservoir is out of use until EPA testing comes back. He wanted to raise concern of the danger and damage of the gas industry. Mr. Coffland said it is sad this happened but noted it is a licensed material. He said there is good and bad with any industry and hopes the good outweighs the bad. Mr. Coffland said the first responders did a great job.

Commissioner Thomas arrived at 9:17 a.m.

RECESS

9:30 Road Imp Hearing #1135

Present: Engineer Fred Bennett, Will Eddy, Engineer's office, Tom Murphy, City of St. Clairsville, Bob Stewart, resident, and Joselyn King, Times Leader. Mr. Bennett introduced Mr. Eddy who is taking over for Ruth Graham. Mr. Eddy said the road view was held last week and was attended by Commissioner Matt Coffland, Deputy Engineer Terry Lively, Will Eddy, Bob Stewart and Tom Murphy. Mr. Bennett said part of the road was annexed to the City years ago. This is to vacate portions outside of the new right-of-way. Mr. Bennett said Mr. Stewart had concerns over utilities within the right-of way being vacated. Mr. Bennett advised that the easement for the utilities is never vacated when a road is vacated. Mr. Coffland explained Phase I of the road was built by the local Transportation Improvement District (TID). ODOT will pick up the project from where it ended now and do the rest of the project which spans onto the Cafaro property. Mr. Thomas said the TID was created back in 2007 to 2008 and it was his vision the TID would do a project like this. He said when the county invested in this project, they were criticized for building a road to nowhere. "Now it will be a road to somewhere, leading to an amazing addition to Belmont County, City of St. Clairsville and Richland Township and will improve safety and traffic flow, and more importantly you will see development come out of it," said Mr. Thomas. Mr. Murphy added this will open up 94 acres for development. Mrs. Favede said, "The reality of it is, we have had the foresight to plan for the future for the county and this road is part of it. This Board continues to travel to Las Vegas in May of each year to the retail conference. In 2010, we took the document showing the 94 acres that we were working diligently to open up for additional retail and restaurant space. It's a collaboration of effort on behalf of local entities, the TID, the County, the Township and also a collaborative on what we do as far as economic development."

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06**

ROAD IMP # 1135

DATE: March 16, 2016

**IN THE MATTER OF:
THE VACATION OF RICHLAND TOWNSHIP
ROAD 678 (NEWLIN ROAD)
SECTION 34 TWP. 6 RG. 3**

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

The undersigned, in obedience to your order, dated March 9th, 2016, proceeded on March 10th, 2016 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should _____ be granted.

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

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

SEE ATTACHED PLAT

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

Fred F. Bennett /s/

Fred F. Bennett; P.E., P.S.

BELMONT COUNTY ENGINEER

**IN THE MATTER OF GRANTING THE VACATION
OF RICHLAND TOWNSHIP ROAD 678
SEC. 34, T-6, R-3 /RD. IMP. 1135**

**Office of County Commissioners
Belmont County, Ohio**

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

March 16, 2016

Rd. Imp. #1135

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 16th day of March 2016 in 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, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

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

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

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

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

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

<u>Mrs. Favede</u>	<u>Yes</u>
<u>Mr. Coffland</u>	<u>Yes</u>
<u>Mr. Thomas</u>	<u>Yes</u>

Adopted the 16th day of March, 2016

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

Discussion - Mr. Bennett commented that this would never have been done without the TID. Mr. Thomas said back in 2007 every single development opportunity that the Ohio Revised Code presented was taken advantage of by creating the Port Authority, Transportation Improvement District and the Regional Airport Authority.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:30 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:30 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of March, 2016.

Ginny Favede /s/

Matt Coffland /s/ COUNTY COMMISSIONERS

Mark A. Thomas /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