

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 \$1,914,111.08

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 transfers within fund for the following funds:

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization Reserve	E-0061-A002-B02.002 Salaries-Employees	\$12,250.00
E-0051-A001-A50.000 Budget Stabilization Reserve	E-0061-A002-B14.003 PERS	\$ 1,715.00
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A15.007 Unemployment	\$ 3,840.80

N81 208 LIFT STATION UPGRADE FUND

FROM	TO	AMOUNT
E-9081-N081-N03.013 Contract-Projects	E-9081-N081-N09.074 Transfers Out	\$194,750.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S58.000 Communications	E-8010-S030-S57.000 Travel	\$2,000.00

COUNTY AND MUNICIPAL COURTS/VARIOUS

FROM	TO	AMOUNT
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EASTERN:

E-1570-S084-S07.000 Other Expenses	E-1570-S084-S10.002 Salaries	\$8,612.00
E-1570-S084-S07.000 Other Expenses	E-1570-S084-S11.003 PERS	\$1,473.00
E-1570-S084-S07.000 Other Expenses	E-1570-S084-S13.005 Medicare	\$152.00

EASTERN:

E-1571-S087-S08.000 Other Expenses	E-1571-S087-S01.002 Salaries	\$11,600.00
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S02.003 PERS	\$1,900.00
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S05.005 Medicare	\$836.00
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S03.006 Hospitalization	\$2,622.00

NORTHERN:

E-1561-S086-S08.000 Other Expenses	E-1561-S086-S01.002 Salaries	\$11,600.00
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S02.003 PERS	\$2,100.00
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S05.005 Medicare	\$61.32
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S03.006 Hospitalization	\$3,000.00

WESTERN:

E-1551-S088-S08.000 Other Expenses	E-1551-S088-S01.002 Salaries	\$22,178.00
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S02.003 PERS	\$3,600.00
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S05.005 Medicare	\$7.33
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S03.006 Hospitalization	\$6,700.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

N81 208 SEWAGE LIFT STATION UPGRADE FUND AND THE BELMONT COUNTY GENERAL FUND

FROM	TO	AMOUNT
E-9081-N081-N09.074 Transfers Out	R-0040-A000-A47.574 Transfers In	\$194,750.00

GENERAL FUND AND THE N85 CAPITAL PROJECTS-SSD #2 FOX-SHANNON UPGRADE FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9085-N085-N03.574 Transfers In	\$194,750.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

March 30, 2016

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 30, 2016:

GENERAL FUND/CLOSED N81 FUND BALANCE

E-0257-A015-A15.074 Transfers Out \$194,750.00

GENERAL FUND/SHERIFF

E-0131-A006-A09.000 Medical \$2,273.08

M64 PLACEMENT SERVICES-JUVENILE COURT

E-0400-M064-M05.000 Placement Costs \$16,968.12

N85 CAPITAL PROJECTS-SSD #2 FOX-SHANNONUPGRADE FUND

E-9085-N085-N05.011 Contract Services \$194,750.00

S86 NORTHERN COURT-GENERAL SPECIAL PROJECTS FUND

E-1561-S086-S01.002 Salaries \$20,000.00

S87 EASTERN COURT-GENERAL SPECIAL PROJECTS FUND

E-1571-S087-S01.002 Salaries \$20,000.00

S88 WESTERN COURT-GENERAL SPECIAL PROJECTS FUND

E-1551-S088-S01.002 Salaries \$20,000.00

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND

E-1511-W080-P16.000 Consultant \$255.00

SHERIFF/VARIOUS

E-0131-A006-A09.000 Medical \$716.80

E-0131-A006-A21.000 Towing \$150.00

E-0131-A006-A23.000 Background \$644.00

E-0131-A006-A24.000 E-SORN \$274.00

E-0131-A006-A32.000 Warrant Fee \$1,180.00

E-1652-B016-B02.000 Education Expenses \$25.00

E-5100-S000-S01.010 Supplies \$8,536.92

E-5101-S001-S06.000 CCW License \$3,891.00

E-5101-S001-S07.012 CCW Equipment \$4,105.00

E-9710-U010-U06.000 Other Expenses \$429.00

OAKVIEW JUVENILE/VARIOUS FUNDS

E-8011-S031-S02.000 Food (NSLA/Meal Ticket) \$1,367.35

E-8012-S032-S00.000 Activity Expenses \$95.40

BELOMAR REGIONAL COUNCIL/VARIOUS FUNDS

E-9702-T011-T02.000 HOME Grant Expenses \$26,678.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR MARCH, 2016**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/ Holding Account for the month of March, 2016.

Gross Wages P/E 03/05/16 THRU 03/19/16 TO

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,894.62
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	605.36
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	827.68
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,803.98
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,929.81
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	201.60
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,952.12
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,249.83
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	731.28
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,118.04
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	7,323.35
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	606.53
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,373.97
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,168.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,737.15
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,746.04
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,541.77
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	6,788.11
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,581.78
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	11,205.35
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,681.58
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	864.04
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,731.63
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,529.26

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BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,302.60
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>351.86</u>
			91,879.64
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,867.31
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,935.97
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	556.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	674.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	470.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	410.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	391.00
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	366.00
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	264.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	991.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	46,628.30
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,073.36
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,180.32
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	968.44
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	12,501.96
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,275.72
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	907.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	347.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,506.45
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,147.18
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	359.69
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,187.62
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,992.77
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	9,096.91
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	666.18
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,822.85
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	154.98
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	34.75
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	784.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	7,514.46
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,165.57
JUV ACCTBLY - BLOCK GRANT	E-0914-S035-S05.000	R-9895-Y095-Y01.500	
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,794.40
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	27,603.48
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	14,290.95
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	363.47
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96

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CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,083.96
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	409.52
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	367.72
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	652.70
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2374.24
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	516.60
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	213.92
			<hr/> 268,122.11

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.
BELOMAR REGIONAL COUNCIL/T11 FUND-\$26,678.00 deposited into R-9702-T011-T02.501 on 03/18/16/Draw #214
GENERAL FUND/TRANSFERRED BALANCE OF N81 FUND-\$194,750.00 Rescinded/closed N81 Fund balance transferred to GF 03/30/16

N85 FUND/TRANSFERRED FROM GF-\$194,750.00-Transferred from GF 03/30/16 (Balance of closed N81 Fund)

GENERAL FUND-VOIDED CHECKS/2015 CLOSED POs *REVISED

\$**.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

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:

DJFS – Michael Schlanz, Sarah Smith and Jon Purtiman to Caldwell, OH, on March 31, 2016, for a CCMEP meeting. A county vehicle will be used for travel. Estimated expenses: \$36.00

SSD – Mark Esposito and Kelly Porter to New Philadelphia, OH, on March 31, 2016, for a ODOT pre-construction conference. Dale Jendrusik, Rich Maleski and Michael Reed to Cambridge, OH, on April 28, 2016, to attend a water/wastewater seminar. County vehicles will be used.

SENIORS – Mike McBride to Dallas Pike, WV, on April 28, 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 March 22, 2016.

Upon roll call the vote was as follows:

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

Announcement: The Belmont County Board of Commissioners is accepting applications to fill two positions on the **Law Library Resources Board** and one position on the **Belmont County District Library Board of Trustees**. Interested parties may contact the Commissioners' office at ([740-699-2155](tel:740-699-2155)) to request an application. Applications will be accepted through April 6, 2016.

**IN THE MATTER OF RESCHEDULING
COMMISSIONERS' MEETING DAY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to hold the board's regular meeting at 9:00 a.m. on Tuesday, April 12, 2016, instead of Wednesday, April 13, 2016, due to a scheduling conflict and to notify the media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION ESTABLISHING
THE 2016 HOLIDAY SCHEDULE FOR THE BELMONT COUNTY
BOARD OF COMMISSIONERS' EMPLOYEES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution establishing the 2016 holiday schedule for Belmont County Board of Commissioners' employees.

**RESOLUTION ESTABLISHING THE 2016 HOLIDAY SCHEDULE FOR BELMONT
COUNTY BOARD OF COMMISSIONERS' EMPLOYEES**

March 30, 2016

RESOLVED BY THE BELMONT COUNTY BOARD OF COMMISSIONERS, BELMONT COUNTY, OHIO THAT: the attached holiday schedule (**Exhibit A**) shall modify and amend section 6.1(A) of the Belmont County Board of Commissioners Personnel Policy Manual for the 2016 calendar year. The holiday schedule attached shall apply to all Belmont County Board of Commissioners' employees not covered under a collective bargaining agreement including employees in the Department of Job and Family Services, Senior Services, 911 Department, Building and Grounds, County Court Clerks, Animal Shelter, Jail Nurses, Emergency Management Agency and the Commissioner's Office. Subsections B through H of Section 6.1 of the current Personnel Policy Manual shall remain in full force and effect; and,

RESOLVED, that holiday leave for all employees subject to a collective bargaining agreement, shall be covered by their respective collective bargaining agreements and applicable memorandums of understanding; and,

RESOLVED, that in the case of a Judge ordered County Court holiday closure outside of the attached holiday schedule, all County Court Clerks appointed by the Board of Commissioners shall be required to take appropriate paid time off (vacation leave, compensatory time, personal day, etc.) in order to receive payment for the Judge ordered closure. If an employee does not have or wishes not to use the necessary paid leave, the employee may opt to take the time off as unpaid leave; and be it further;

RESOLVED, that this resolution shall not be precedent setting and any further exceptions to policy will be made via an official amendment to the Belmont County Board of Commissioners' Personnel Policy Manual.

Adopted March 30, 2016

Motion made by Commissioner Favede and seconded by Commissioner Coffland to adopt the foregoing resolution.

Exhibit A:

All full-time employees (in active pay status the entire regularly scheduled work day immediately preceding and subsequent to the holiday) are entitled to the following holidays:

- New Year's Day 01/01/2016
- Martin Luther King Day 01/18/2016
- President's Day 02/15/2016
- Memorial Day 05/30/2016
- Independence Day 07/04/2016
- Labor Day 09/05/2016
- Columbus Day 10/10/2016
- Veteran's Day 11/11/2016
- Thanksgiving Day 11/24/2016
- Day After Thanksgiving 11/25/2016
- Christmas Day (following Monday) 12/26/2016

Note: Election Day (First Tuesday of November) will no longer be granted as a holiday.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT
WITH STATE OF OHIO, ON BEHALF OF THE OHIO UNIVERSITY,
AND THE BELMONT COUNTY BOARD OF COMMISSIONERS
FOR A UTILITY EASEMENT/FOX SHANNON WATER STORAGE TANK**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement between the State of Ohio (Grantor), for and on behalf of the Ohio University, and the Belmont County Board of Commissioners (Grantee), for the sum of \$1.00 for a twenty-five year utility easement commencing February 12, 2016 and expiring February 11, 2041, for the Fox Shannon water storage tank site based upon the recommendation of Kelly Porter, Director, BCSSD.

STATE OF OHIO EASEMENT

This Agreement (hereinafter referred to as "Agreement"), dated as of February 12, 2016, is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as "State"), for and on behalf of the Ohio University (hereinafter referred to as "Agency"), and the Board of County Commissioners of Belmont County, Ohio, an Ohio political subdivision, duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 101 West Main Street, St. Clairsville, Ohio 43950, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State is the owner, in fee simple, of the land described in Exhibit "A" attached hereto and made a part hereof and more particularly depicted in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"). Further reference is made to DAS File No. OHU 4835 on file with the State; and

WHEREAS, Grantee desires to obtain from State an easement in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain water tower, associated underground piping and access road upon the Easement Area; and

WHEREAS, Agency requested the State prepare this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. USE OF PREMISES.

State does hereby grant a non-exclusive easement unto Grantee to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a water tower, associated underground piping and access road (hereinafter referred to as "Improvement"). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

State shall retain the right to relocate any access road installed, constructed or improved by Grantee, described as Parcel No. 2 on the attached Exhibit "A", at any time during the term of this Agreement. State shall notify Grantee in writing that it wishes to exercise this right, delineate the location of the new access road to Grantee, and provide a time line for the completion of a new access road. Grantee shall be responsible, at its own cost and expense, for the installation and construction of the new access road.

II. TERM.

The term of this Agreement shall be for twenty five (25) years, commencing on February 12, 2016 (hereinafter referred to as "Commencement Date"), and expiring on February 11, 2041 (hereinafter referred to as "Expiration Date"). Upon the expiration of the term of this utility easement, State agrees to offer to Grantee the right of first refusal of another easement, to be granted for the maximum term permitted by the Ohio Revised Code at the time of expiration of this document.

III. CONSIDERATION.

Grantee shall pay to Agency the total sum of One and 00/100 Dollars (\$1.00) in consideration of State's granting an easement. Grantee shall tender such payment payable to the "Treasurer, State of Ohio" to Agency upon delivery to Grantee of a fully executed counterpart of this Agreement.

IV. CONSTRUCTION/MAINTENANCE.

- (A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines, including compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.
- (B) If the surface of the ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not later than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay State for all damages caused thereto.
- (C) Grantee shall notify State immediately when any installation belonging to a party other than Grantee, or any unusual condition, is encountered in the Easement Area.
- (D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.
- (E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.
- (F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.
- (G) Grantee shall maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any maintenance and repairs shall be performed in a good and workmanlike manner.

V. LIABILITY.

Grantee agrees, provided it is not otherwise immune from liability, that it will accept responsibility for any personal injury and/or property damage liability to a third party to the extent that such liability is found to have been caused by the culpable negligent acts of Grantee's employees in the Grantee's use, operation, construction, reconstruction, installation, renewal, removal, repair or maintenance of the Improvements located within the Easement Area granted to Grantee by State.

The provisions of this Paragraph V shall survive the expiration or termination of the term of this Agreement.

VI. INSURANCE.

At all times during the term of this Agreement, Grantee shall maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the Easement Area. At State's request, Grantee shall provide written proof to assure that the appropriate levels of financial responsibility are being retained. Failure to comply with this clause may constitute a default of this Agreement.

VII. MECHANIC'S LIENS.

- (A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.
- (B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or to bond off such lien or encumbrance.

VIII. TAXES/ASSESSMENTS.

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

IX. ASSIGNMENT.

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

X. TERMINATION.

Intentionally deleted.

XI. DEFAULT.

- (A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.
- (B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.
- (C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.
- (D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.
- (E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

XII. RECORDATION.

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise

March 30, 2016

with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

XIII. RIGHTS CUMULATIVE

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

XIV. WAIVER

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

XV. NOTICES, DEMANDS OR INSTRUMENTS

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

(a) with respect to State, addressed to:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

(b) with respect to Agency, addressed to:
Ohio University
160 West Union Street Office Center, Room 150
Athens, Ohio 45701
Attention: Legal Affairs and Real Estate
and,

(c) with respect to Grantee, addressed to:
Belmont County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950
Attention: Director

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

XVI. MODIFICATIONS

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both State and Grantee.

XVII. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

XVIII. HEADINGS

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

XIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE

Grantee hereby certifies that neither Grantee nor any of Grantee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

The terms of the within State of Ohio Easement are accepted and agreed to by the Ohio University.

By: _____ Date: _____
Stephen T. Golding,
Vice President of Finance and Administration

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

GRANTOR
The STATE OF OHIO
By: _____
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:
On this _____ day of _____, 2016, before me personally appeared _____ who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

Notary Public, State of Ohio
My Commission Expires: _____

Witnesses to Grantee:

GRANTEE
Belmont County Commissioners
By: Mark Thomas /s/
Mark Thomas
Title: Member
ACKNOWLEDGMENT

State of Ohio, Belmont County, ss:
On this 30th day of March, 2016, before me personally appeared Mark Thomas, ~~President~~ Member of the Belmont County Commissioners, an Ohio political subdivision, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of the Belmont County Commissioners and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of the municipality.

Bonnie Zuzak /s/
Notary Public, State of Ohio
My Commission Expires 2-18-2021
By: Ginny Favede /s/

March 30, 2016

Ginny Favede
Title: President
ACKNOWLEDGMENT

State of Ohio, Belmont County, ss:

On this 30th day of March, 2016, before me personally appeared Ginny Favede, Vice-President of the Belmont County Commissioners, an Ohio political subdivision, who acknowledged that she executed the foregoing State of Ohio Easement for and on behalf of Belmont County Commissioners and that the same is her and the Grantee's free and voluntary act and deed, and that she is duly authorized to execute the same on behalf of the municipality.

Bonnie Zuzak /s/
Notary Public, State of Ohio
My Commission Expire 2-18-2021
By: Matt Coffland /s/
Matt Coffland
Title: Vice President
ACKNOWLEDGMENT

State of Ohio, Belmont County, ss:

On this 30th day of March, 2016, before me personally appeared Matt Coffland, Member Vice-President of the Belmont County Commissioners, an Ohio political subdivision, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of the Belmont County Commissioners and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of the municipality.

Bonnie Zuzak /s/
Notary Public, State of Ohio
My Commission Expires 2-18-2021

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION
FOR VACATION OF VARIOUS STREETS AND ALLEYS IN THE
FATHERMAC ADDITION/ RD IMP 1136**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following Public Road Petition for "the vacation of various streets and alleys in the Fathermac Addition 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 #1136 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04**

Belmont County, Ohio

**March 23, 2016
IMP#1136**

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 various Streets and Alleys in the Fathermac Addition to Colerain Township Section 31 T-7 R-3 and recorded in Cabinet B Slide 219 of the Belmont County Recorder's Office. a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road: Pike Street from the south west corner of lot 130 north to the North West corner of Lot 136. Calvary Street from the south corner of Lot 148 to the northwest corner of Lot 156. Maynard Street from the southwest corner of Lot 155 east to the southeast corner of Lot 160. Crescent Street from the intersection of Crescent and Pike Street to the south end of Crescent and Calvary Street. Alley "A" from the south corner of Lot 162 north to the northwest corner of Lot 157. Alley "B" from the southwest corner of Lot 128 north to the southeast corner of Lot 137. Alley from the southwest corner of Lot 131 east to the southeast corner of Lot 144. Alley from the southwest corner of Lot 147 north to the northwest corner of Lot 163.

PUBLIC ROAD PETITION

NAME (SIGN & PRINT) TAX MAILING ADDRESS (PLEASE PRINT)

<i>John Bishop /s/</i>	71430 Hall St.
John Bishop	Maynard, Ohio 43937
<i>Tracy J. Oboy /s/</i>	71521 Hall St.
Tracy J. Oboy	Maynard, Ohio 43950
<i>Pat Thomas /s/</i>	50440 Howard Hill Rd.
Patricia Thomas	St. Clairsville, OH 43950
<i>Chris Vessels /s/</i>	50440 Howard Hill Rd
Chris Vessels	St. Clairsville, OH 43950
<i>Brian Kowalczyk /s/</i>	71667 Hall St.
Brian Kowalczyk	St. Clairsville, OH 43950
<i>Joe Oboy /s/</i>	71521 St C Hall St.
Joe Oboy	Maynard, OH
<i>Andrew J. Garczyk /s/</i>	71487 Hall St.
Andrew J. Garczyk	St. Clairsville, O
<i>William Wesley /s/</i>	7151 Hall St.
William Wesley	St. Clairsville
<i>John Oboy /s/</i>	71281 Maynard Rd.
John Oboy	St. Clairsville, Oh 43950
<i>Jim Vickers /s/</i>	71181 Maynard Rd
Jim Vickers	St. Clairsville, Ohio 43950
<i>Stacey Beck /s/</i>	71441 Hall Street
Stacey beck	(Maynard) St. Clairsville, OH 43950
<i>William E. Gorza /s/</i>	50670 Rose Valley Rd
William E Gorza	St. Clairsville, Ohio 43950
Mark A. Smigle	7128 Broad St.
<i>Mark A. Smigle /s/</i>	Maynard, OH 43937
<i>Gary A. Garczyk /s/</i>	71410 Broad St.

March 30, 2016

Gary A, Garczyk St. Clairsville
Cynthia L Garczyk /s/ 71410 Broad St.
Cynthia L. Garczyk St. Clairsville
Steve F. Libertosky /s/ 71690 Robinson Hollow
Steve F. Libertosky St. Clairsville, Ohio 43950
Rhonda Wesley /s/ 71151 Hall St.
Rhonda Wesley St. Clairsville, Ohio 43950

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
VARIOUS STREETS AND ALLEYS IN THE
FATHERMAC ADDITION**

Office of County Commissioners

Belmont County, Ohio

COLERAIN TWP. SEC. 31, T-7, R-3/RD IMP 1136

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.045
RD. IMP. 1136**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 30th day of March, 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 signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate Various Streets and Alleys located in Colerain Township Section 31, T-7, R-3 and recorded in Cabinet B Slide 219 in the office of the Belmont County Recorder.

RESOLVED, That the 20th day of April, 2016 at 12:15 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 27th day of April, 2016, at 9:40 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 March 30, 2016

Jayne Long /s/

Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec. 5553.045**

ROAD IMP. # 1136

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the Vacation of various Streets and Alleys in the Fathermac Addition to Colerain Township Section 31 T-7 R-3 and recorded in Cabinet B Slide 219 of the Belmont County Recorder's Office, the general route and termini of which Road are as follows:

Pike Street from the south west corner of lot 130 north to the North West corner of Lot 136. Calvary Street from the south corner of Lot 148 to the northwest corner of Lot 156. Maynard Street from the southwest corner of Lot 155 east to the southeast corner of Lot 160. Crescent Street from the intersection of Crescent and Pike Street to the south end of Crescent and Calvary Street. Alley "A" from the south corner of Lot 162 north to the northwest corner of Lot 157. Alley "B" from the southwest corner of Lot 128 north to the southeast corner of Lot 137. Alley from the southwest corner of Lot 131 east to the southeast corner of Lot 144. Alley from the southwest corner of Lot 147 north to the northwest corner of Lot 163.

Said Board of County Commissioners has fixed the 20th day of April, 2016, at 12:15 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 27th day of April, 2016, at 9:40 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,
Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays: April 5, 2016 and April 12, 2016

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION
FOR VACATION OF REMAINDER OF SUMMIT ST. & HALL ALLEY
AS SHOWN UPON THE PLAT OF GREAT WESTERN/ RD IMP 1137**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following Public Road Petition for "**the vacation of remainder of Summit St. and Hall Alley as shown upon The Plat of Great Western**" 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 #1137** in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04**

Belmont County, Ohio

March 22, 2016
IMP#1137

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 remainder of Summit St. and Hall Alley as shown upon The Plat of Great Western. Located in Richland Township Section 33 T-7, R-4 and recorded in Cabinet B, Slide 51.

March 30, 2016

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:

Hall Alley it will start at the SW corner of Lot 1 and go to the SE end of Lot 3 in a total measurement of 16' in width and 148' in length. Summit St. it will begin in the SW corner of Lot 28 and go to the SE corner of Lot 28 in a total measurement of 40' in width and 62.5' in length.

ROAD PETITION

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
<i>Max Vincenzo /s/</i>	67562 Pogue Road
Jeffrey Max Vincenzo	St. Clairsville OH 43950
<i>Sarah Vincenzo /s/</i>	67562 Pogue Road
Sarah Vincenzo	St. C Ohio 43950
<i>Cathy S. Kohut /s/</i>	67544 Pogue Rd
Cathy S. Kohut	St. Clairsville OH 43950
Melody Deems	67557 Pogue Rd
<i>Melody Deems /s/</i>	St. Clairsville Ohio 43950
Darele Swallie	67527 Pogue Rd
<i>Darele Swallie /s/</i>	St. Clairsville, Ohio 43950
Amanda Swallie	67527 Pogue Rd
<i>Amanda Swallie /s/</i>	St. Clairsville. OH 43950
Jason Newton	67467 Pogue Rd
<i>Jason Newton /s/</i>	St. Clairsville OH 43950
<i>Elaine Niemiec /s/</i>	67396 Plainfield Road
Elaine Niemiec	Belmont, Ohio 43718
<i>Edward Niemiec /s/</i>	67396 Plainfield Road
Edward Niemiec	Belmont, Ohio 43718
<i>Nora Vcelka /s/</i>	67360 Plainfield Rd
Nora Vcelka	Belmont Oh 43718
<i>Patricia Yost Karik /s/</i>	45040 National Rd W
Patricia Yost Karik	St Clairsville, OH 43950
<i>James E Kasik Jr. /s/</i>	45040 National Rd W
James E. Kasik Jr	St Clairsville, OH 43950
<i>Carman R. Mengon /s/</i>	44919 National Rd. West
Carman R Mengon	St. Clairsville, Ohio 43950
<i>Lewis T. Mengon /s/</i>	44919 National Road West
Lewis T. Mengon	St. Clairsville Ohio 43950
Jesse Hamrick	44999 Split Oak Dr.
<i>Jesse Hamrick /s/</i>	St. Clairsville, OH 43950
Janise Gwin	44944 Split Oak Drive
<i>Janice Gwin /s/</i>	St. Clairsville, Ohio 43950
Russel Gwin	Same as above
<i>Russel W. Gwin /s/</i>	
Robin Espen	44920 Split Oak Dr.
<i>Robin Espen /s/</i>	St. Clairsville OH 43950
Ed Gorence II	44912 Split Oak Dr
<i>Ed Gorence II /s/</i>	St. Clairsville, OH 43950
Dawn Gorence	44912 Split Oak Dr.
<i>Dawn Gorence /s/</i>	St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
REMAINDER OF SUMMIT ST. AND HALL ALLEY
RICHLAND TWP. SEC. 33, T-7, R-4/RD IMP 1137**

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. 5553.045

RD. IMP. 1137

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 30th day of March, 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 signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate remainder of Summit St. and Hall Alley, Richland Township Section 33, T-7, R-4 and recorded in Cabinet B Slide 51 in the office of the Belmont County Recorder.

RESOLVED, That the 20th day of April, 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 27th day of April, 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 March 30, 2016

Jayne Long /s/

Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec. 5553.045**

ROAD IMP. # 1137

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the Vacation of remainder of Summit St. And Hall Alley located in Richland Township Section 33 T-7 R-4 and recorded in Cabinet B Slide 51 of the Belmont County Recorder's Office, the general route and termini of which Road are as follows:

Hall Alley it will start at the SW corner of Lot 1 and go to the SE end of Lot 3 in a total measurement of 16' in width and 148' in length. Summit St. it will begin in the SW corner of Lot 28 and go to the SE corner of Lot 28 in a total measurement of 40' in width and 62.5' in length.

Said Board of County Commissioners has fixed the 20th day of April, 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 27th day of April, 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) Tuesdays: April 5, 2016 and April 12, 2016

**IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE
AGREEMENT WITH BLUE RACER MIDSTREAM, LLC, FOR
PIPELINE PROJECTS AND INFRASTRUCTURE/ARU COLEMAN**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use and Maintenance Agreement for Pipeline Projects and Infrastructure** with Blue Racer Midstream, LLC effective March 30, 2016 for the purpose of "Pipeline Activity" at 2.0 miles of CR56 (Vineyard Road) at the ARU Coleman Project.

Note: County Wide Bond# 238281 for \$1.5 million on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE 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 Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Richland 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 right of way and field agreements, and intends to construct, operate, and maintain certain facilities **ARU Coleman Project**, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the **ARU Coleman Project** located in Richland Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 2.0 miles of CR-56 (Vineyard Rd) for the purpose of ingress to and egress from the pipeline facilities ARU Coleman Project, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline 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 Activity; and

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

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline 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, prior to or during any Pipeline 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-56 (Vineyard Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at US 40 (National Rd) and ending at a point 2.0 miles to the North/East at the well pad access road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-56 (Vineyard Rd) for any of its Pipeline 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 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 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 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 Activity shall be identified and thereafter completed by the Operator, 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 Pipeline Activity on the designated Routes, 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 Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

March 30, 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 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.
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. "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 30, 2016.
- Executed in duplicate on the dates set forth below.

Authority

By: Matt Coffland /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Ginny Favede /s/

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: 3-30-16

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

County Prosecutor

Upon roll call the vote was as follows:

Operator

By: Windale McCrary /s/

Printed name: Windale McCrary

Company Name: Blue Racer Midstream, LLC

Title: Manager-Right of Way

Dated: 3-21-2016

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

IN THE MATTER OF ENTERING INTO ROAD USE MAINTENANCE AGREEMENT WITH RICE ENERGY, INC. FOR DRILLING, PIPELINE, COMPRESSOR, AND INFRASTRUCTURE PROJECTS/EVIL OLIVE & TUNA NUT WELL SITES

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Roadway Use and Maintenance Agreement for Drilling, Pipeline, Compressor, and Infrastructure Projects** with Rice Energy, Inc., effective March 30, 2016 for the purpose of "Pipeline or Drilling Activity" at 4.31 miles of CR 26 (South 26th Road) for the Evil Olive and Tuna Nut Well sites.

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

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

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 [Evil Olive and Tuna Nut Well Sites], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Evil Olive and Tuna Nut Well Sites] (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 4.31 miles of CR 26 (South 26th Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [Evil Olive and Tuna Nut Well Sites], for traffic necessary for the purpose of constructing the pipeline or constructing sites and drilling horizontal oil and gas wells, and completion operations, (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 26 (South 26th Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the Bethesda Village Line and ending at the intersection TR 71 (Fitzgerald Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 26 (South 26th 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 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. "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 30, 2016.

Executed in duplicate on the dates set forth below.

Authority

By: Matt Coffland /s/

Commissioner

By: Mark A. Thomas /s/

Commissioner

By: Ginny Favede /s/

Commissioner

Operator

By: Joseph C. Mallow /s/

Printed name: Joseph C. Mallow

Company Name: Rice Energy, Inc.

March 30, 2016

By: *Fred F. Bennett /s/*

Title: Managing Director, Permitting, & Construction

County Engineer

Dated: 3-30-16

Dated: 3-17-2016

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

County Prosecutor

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 AGREEMENT
WITH RICE ENERGY, INC. FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE/
DRAGON'S BREATH TO TACO CAT PIPELINE AND GEORGE TO ATHENA 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 30, 2016 for the purpose of "Pipeline or Drilling Activity" at 5.36 miles of CR 86 (Pleasant Ridge Road) for the Dragon's Breath to Taco Cat Pipeline and George to Athena 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 Washington Township, Wayne Township and 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 and George to Athena Pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Dragon's Breath to Taco Cat Pipeline and George to Athena 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 5.36 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 and George to Athena 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 SR-148 (West Cantina Hwy) and ending at the Dragon's Breath to Taco Cat Pipeline Crossing (39.948962, -81.034679). 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 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 B008959, \$3,000,000 (Three Million Dollars)). 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.
- 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. "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 30, 2016.
Executed in duplicate on the dates set forth below.

<p><u>Authority</u></p> <p>By: <i>Matt Coffland /s/</i> _____ Commissioner</p> <p>By: <i>Mark A. Thomas /s/</i> _____ Commissioner</p> <p>By: <i>Ginny Favede /s/</i> _____ Commissioner</p> <p>By: <i>Fred F. Bennett /s/</i> _____ County Engineer</p> <p>Dated: 3-30-16</p> <p>Approved as to Form: <i>David K. Liberati /s/ assist</i> _____ County Prosecutor</p>	<p><u>Operator</u></p> <p>By: <i>Joshua Snedden /s/</i> _____ Printed name: Joshua Snedden</p> <p>Company Name: Rice Energy, Inc.</p> <p>Title: Midstream Permitting Specialist</p> <p>Dated: 3-21-2016</p>
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Upon roll call the vote was as follows:

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

Commissioner Coffland noted over 10 miles of paving has already been secured for 2016 through Road Use Maintenance Agreements.

IN THE MATTER OF APPROVING RELEASE OF (2) TWO BONDS FOR GULFPORT ENERGY

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the release of the following two (2) bonds for Gulfport Energy based upon the recommendation of County Engineer Fred Bennett:

- Bond No.: RLB-0016179
- Bond Amount: \$700,000.00
- RUMA for 1.4 miles of CH 124 (Wright Road) and 0.3 miles of CH 102 (Johnson Ridge Road) dated June 24, 2015
- Bond No.: RLB-0016146
- Bond Amount: \$800,000.00
- RUMA for 1.75 miles of CH 86 (Pleasant Ridge Road) dated August 26, 2015

Note: All roads have been rebuilt to the County Engineer's satisfaction.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING AMENDMENT NO. 10 TO AN AGREEMENT OF SUBLEASE BETWEEN OHIO DEPARTMENT OF YOUTH SERVICES AND BELMONT COUNTY COMMISSIONERS/OAKVIEW JUVENILE RESIDENTIAL CENTER RESOLUTION

The County Commissioners of the County of Belmont, Ohio met in Regular session this date with the following members present:

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

Mrs. Favede offered the following resolution and moved its adoption.

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 10 TO AN AGREEMENT OF SUBLEASE WITH RESPECT TO OAKVIEW JUVENILE RESIDENTIAL CENTER

March 30, 2016

WHEREAS, the Board of County Commissioners of the County of Belmont (the "Board") has previously entered into an Agreement of Sublease (the "Original Sublease", and as supplemented and amended from time to time, the "Sublease"), with the Ohio Department of Youth Services (the "Department") concerning the Oakview Juvenile Residential Center (the "Project"); and

WHEREAS, in view of an additional appropriation for the Project for improvements of the facility, the Board and the Department wish to enter into an Amendment No. 10 to Agreement of Sublease (the "10th Amendment"), in order to amend the description of the Project contained in Exhibit A to the Sublease.

NOW, THEREFORE, BE IT RESOLVED, that two or more members of the Board are authorized and directed to execute and deliver, in the name and on behalf of County, the 8th Amendment between the Board and the Department, in substantially the form submitted to and now on file with the Board which is hereby approved, with such changes therein not inconsistent with this resolution as may be approved by such members of the Board. The approval of such changes by said members of the Board shall be conclusively evidenced by the execution of the 10th Amendment by such members of the Board; and

FURTHER RESOLVED, that each member of the Board is each separately authorized to take any and all actions and to execute such certificates and other instruments as may be necessary or appropriate in order to effect the intent of these resolutions; and

FURTHER RESOLVED, that it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code; and

FURTHER RESOLVED, that this resolution shall take effect and be in force immediately upon its adoption and, to the extent inconsistent therewith, supersedes any prior resolution of this Board.

Mr. Coffland seconded the motion and the roll called for adoption of the foregoing resolution, the vote resulted as follows:

AYES: Mrs. Favede
Mr. Coffland
Mr. Thomas

NAYS:

ABSTENTIONS:

ADOPTED this 30th day of March, 2016.

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

**AMENDMENT NO. 10 TO
AGREEMENT OF SUBLEASE
between
OHIO DEPARTMENT OF YOUTH SERVICES
and the
BELMONT COUNTY, OHIO**

This AMENDMENT NO. 10 TO AGREEMENT OF SUBLEASE ("Amendment"), dated as of March 30, 2016 between the DEPARTMENT OF YOUTH SERVICES (the "Department") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BELMONT, OHIO (the "Board");

WITNESSETH:

WHEREAS, the Department and the Board previously entered into an Agreement of Sublease (as the same has been amended previously, the "Original Sublease") with respect to the Oakview Juvenile Residential Center (the "Project"); and

WHEREAS, the parties hereto desire to amend the description of the Project set forth in Exhibit A to the Original Sublease in order to more accurately describe the Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereto agree as follows:

Section 1. Amendment and Restatement of Exhibit A. Exhibit A to the Original Sublease is hereby amended and restated in its entirety in the form of 10th Amended and Restated Exhibit A attached hereto and made a part hereof.

Section 2. Original Sublease Unaltered. Except as expressly modified hereby, the Original Sublease remains unaltered and in full force and effect. This Amendment shall be considered an integral part of the Original Sublease and all references to the Sublease in the Original Sublease or any document referring thereto shall, on and after the date of this Amendment, be deemed to be references to the Original Sublease, as amended, including as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first hereinabove set forth, but actually on the dates of their respective acknowledgements.

DEPARTMENT OF YOUTH SERVICES

By: _____
Director

BELMONT COUNTY, OHIO

By: Matt Coffland /s/
Commissioner

By: Mark A. Thomas /s/
Commissioner

By: Ginny Favede /s/
Commissioner

[The Tenth Amended & Restated Exhibit "A" follows.]

**TENTH AMENDED AND RESTATED
EXHIBIT A**

**BELMONT COUNTY MULTI-COUNTY
JUVENILE COURT REHABILITATION CENTER**

Original Project Description and Amendments One through Three

- A. Legislative Authority: Amended Substitute Senate Bill No. 245 of the 123rd General Assembly and Amended Substitute House Bill No. 640 of the 123rd General Assembly, CAP Line Item 812.
- B. Purpose: Rehabilitation of juvenile offenders in lieu of commitment to the Ohio Department of Youth Services.
- C. Location: 6.193 acre tract of County owned property at 45232 National Road West, St. Clairsville, Belmont County, Ohio.
- D. Size/Cost: 19,377 square feet facility/\$5,000,000.
- E. Description: The Project will consist of a 24-bed rehabilitation facility that will include food and laundry services, medical services, administrative offices, program services and activities and visitation areas. The facility will serve juvenile offenders from the Ohio Counties of Belmont, Guernsey, Harrison, Jefferson, Monroe and Noble, together with the purchase of an existing 10-bed group home located on the Project site.

**Amendment No. 4
Project Renovation**

- A. Legislative Authority: Am. Sub. H.B. No. 462, CAP-812
- B. Purpose: General Improvements
- C. Cost: \$40,000.00
- D. Description: This project will make general renovations throughout the facility, to include but not limited to HVAC Repairs.

**Amendment No. 5
Project Renovation**

- A. Legislative Authority: Am. Sub. H.B. No. 462, CAP-812

March 30, 2016

B. Purpose: General Improvements
C. Cost: \$20,000.00

D. Description: This renovation project will replace the domestic water boiler.

Amendment No. 6
Project Renovation

A. Legislative Authority: Amended Substitute House Bill No. 482 of the 129th Ohio General Assembly; C47003

B. Purpose: General Improvements
C. Cost: \$126,945.00

D. Description: General improvements throughout the facility, to include but not limited to, Carpeting Replacements, Kitchen Equipment Replacements, Institutional Furniture Replacements, Boiler Replacement, IT Infrastructure Upgrades, Water Softener Replacement, HVAC Replacement and Sidewalk Replacements.

Amendment No. 7
Project Renovation

A. Legislative Authority: Amended Substitute House Bill No. 497 of the 130th Ohio General Assembly; C47003

B. Purpose: General Improvements
C. Cost: \$75,000.00

D. Description: General improvements throughout the facility, to include but not limited to, Parking lot repaving, HVAC Repairs, Roof Repairs, Outdoor Storage Building, and PREA related improvements.

Amendment No. 8
Project Renovation

A. Legislative Authority: Amended Substitute House Bill No. 497 of the 130th Ohio General Assembly; C47003

B. Purpose: General Improvements
C. Cost: \$300,000

D. Description: General improvements throughout the facility, to include but not limited to, replacement of the entire camera surveillance equipment, including DVRs and cameras.

Amendment No. 9
Project Renovation

A. Legislative Authority: Amended Substitute House Bill No. 497 of the 130th Ohio General Assembly; C47003

B. Purpose: General Improvements
C. Cost: \$90,000

D. Description: General improvements throughout the facility, to include but not limited to, replacement of the lighting at gymnasium, renovations to the exterior recreation areas, fiber optic upgrades, and replacement of the domestic water boiler.

Amendment No. 10
Project Renovation

A. Legislative Authority: Amended Substitute House Bill No. 497 of the 130th Ohio General Assembly; C47003

B. Purpose: General Improvements
C. Cost: \$81,000

D. Description: General improvements throughout the facility, to include but not limited to, additional directional mirrors, additional surveillance cameras, signage, new lighting and a replacement gymnasium floor.

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT
TO SIGN THE ENVIRONMENTAL ASSESSMENT AND COMPLIANCE
STATEMENT FOR THE BELMONT CO. METROPOLITAN HOUSING
AUTHORITY'S 2016 CAPITAL FUNDS PROGRAM PROJECTS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the Environmental Assessment and Compliance Statement for the for Belmont Metropolitan Housing Authority's projects for the 501-16 through 501-20 Capital Funds Program.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT FOR THIRSTY BEAVER BAR & GRILL, LLC,
DBA THIRSTY BEAVER BAR & GRILL & PATIO

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a D5 liquor license, Permit No. 8869505, from Don & Pams Place & Patio, LLC, 58800 Glens Run Rd. 1st Floor & Basement, Pease Township, Martins Ferry, Ohio, 43935 to Thirsty Beaver Bar & Grill, LLC, DBA Thirsty Beaver Bar & Grill & Patio at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR A REQUEST
FOR QUALIFICATIONS FOR WATER SYSTEM IMPROVEMENTS/
WATER TREATMENT PLANT UPGRADE PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise a Request for Qualifications for water system improvements associated with the water treatment plant upgrade project for the proposed PTT facility.

BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950
Public Announcement

The Belmont County Commissioners intend to contract for engineering services in connection with a multi-phase water system upgrade project. The project may include a preliminary engineering report, design for water system improvements/new infrastructure (water plant improvements, pump stations, water storage tanks, water mains), inspection services and funding application assistance. This work may be performed in phases over a time period of approximately two years. Engineering firms interested in being considered for a contract to provide the required services should reply with a statement of qualifications no later than April 22nd, 2016. Statements received after this deadline will not be considered.

Statements of qualifications should include information regarding the firm's history; education and experience of owners and key technical personnel; the technical expertise of the firm's current staff; the firm's experience in performing engineering studies, securing project funding, design, construction administration and construction observation; availability of staff; the firm's equipment and facilities; references; and any previous work performed for Belmont County.

Statements of qualifications should be transmitted to: Kelly Porter, Director; Belmont County Sanitary Sewer District; Water System Upgrade Project; P.O. Box 457; 68325 Bannock Road; St. Clairsville, OH 43950

As required by Ohio Revised Code 153.65-71, responding firms will be evaluated and ranked in order of their qualifications. Following this evaluation, the Belmont County Commissioners will enter into contract negotiations with the most highly qualified firm.

March 30, 2016

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

Jayne Long, Clerk

Times-Leader Advertisement: Two (2) Thursdays: April 7th, 2016 & April 14th, 2016

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ADVERTISEMENT TO HIRE
A DRAFTSMAN/LOCATOR FOR THE SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the advertising for a Draftsman/Locator for the Belmont County Sanitary Sewer District.

Note: This is a replacement, not a new hire.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND EXECUTING THE
AGREEMENT FOR MUTUAL TERMINATION OF THE CONTRACT WITH
VAUGHN, COAST & VAUGHN, INC. FOR ENGINEERING SERVICES/
EXIT 208 WASTEWATER TRANSMISSIONS SYSTEM IMPROVEMENTS PROJECTS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and execute the Agreement for Mutual Termination of the contract with Vaughn, Coast & Vaughn, Inc., for engineering services for the Exit 208 Wastewater Transmission System Improvements project, which has been suspended indefinitely due to unforeseen circumstances.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING A RESOLUTION
REQUESTING THE TRANSFER OF THE N81
CAPITAL PROJECTS FUND TO THE BELMONT
COUNTY GENERAL FUND**

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 30th day of March, 2016.

Commissioner Favede moved to adopt the following:

WHEREAS, it has been presented by the Belmont County Auditor that the N81, 208 Sewage Lift Station Upgrade Fund was originally established in 2013 to accept General Fund monies for the purpose of accumulating resources for the acquisition, construction, or improvement of fixed assets, in accordance with Ohio Revised Code Section 5705.13(C);

WHEREAS, the purpose for establishing this fund has not been met;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Belmont County, Ohio formally requests that the entire balance of the N81 Fund be transferred from the Capital Projects Fund to the General Fund of Belmont County, which was the point of origination.

Commissioner Coffland seconded the motion and upon roll call the vote was as follows:

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

The foregoing was adopted this 30th day of March, 2016.

**IN THE MATTER OF APPROVING CHANGE ORDER #6 FROM
VENDRICK CONSTRUCTION, INC./SENIOR SERVICES COMMUNITY BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #6 from VendRick Construction, Inc., in the amount of \$47,275.00 [cost for Alternate #4 (\$30,000) applied to total] for the installation of a gas fired Weil McClain Boiler system at the Senior Services of Belmont County - Community Building, Project # 14-019; revised project cost \$6,229,192.00.

Upon roll call the vote was as follows:

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

Commissioner Favede noted the Board of Commissioners meets regularly with the architects in regards to the construction of the Senior Services of Belmont County Community Building. It is on track to be completed in late fall.

**IN THE MATTER OF APPROVING THE PURCHASE OF
A 2016 JEEP CHEROKEE 4X4 SUV/GIS DEPARTMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the purchase of a 2016 Jeep Cherokee 4x4 SUV for the Belmont County GIS Department from Belmont Dodge-Chrysler-Jeep-Ram in Barnesville for the base price of \$23,586.50. This will be a replacement unit for this department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING A RESOLUTION TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN
FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE
PERIOD JANUARY 1, 2015 THROUGH DECEMBER 31, 2017**

**RESOLUTION TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION
AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD JANUARY 1, 2015
THROUGH DECEMBER 31, 2017**

March 30, 2016

WHEREAS, the County has been a recipient of Community Development Block Grant Economic Development grant funds administered by the State of Ohio and Belmont County, as a result of the program, received Program Income and has established a Revolving Loan Fund program; and

WHEREAS, the County wishes to continue to operate this fund to benefit the County's expansion of its economic base and encourage increased employment opportunities, particularly for low- and moderate- income persons; and

BE IT RESOLVED; that the County will adopt and abide by the terms of the administration as set forth by the State of Ohio in the Revolving Loan Fund Administration Agreement effective January 1, 2015 through December 31, 2017 and Commission President Ginny Favede be authorized to sign the agreement.

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the foregoing resolution and upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes
Jayne Long /s/
Jayne Long, Clerk
Belmont County Commissioners

IN THE MATTER OF ADOPTING A RESOLUTION TO ENTER INTO AN HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

RESOLUTION TO ENTER INTO AN HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

WHEREAS, the County has been a recipient of Community Development Block Grant CDBG and/or HOME Investment Partnership grant funds administered by the State of Ohio and Belmont County, as a result of the program, received Program Income and has established a Housing Revolving Loan Fund program; and

WHEREAS, the County wishes to continue to operate this fund to improve the County's affordable housing stock and providing for the affordable housing needs of low-and-moderate income persons; and

BE IT RESOLVED; that the County will adopt and abide by the terms of the administration as set forth by the State of Ohio in the Housing Revolving Loan Fund Administration Agreement effective January 1, 2016 through December 31, 2018 and Commission President Ginny Favede be authorized to sign the agreement.

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the foregoing resolution and upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes
Jayne Long /s/
Jayne Long, Clerk
Belmont County Commissioners

IN THE MATTER OF APPROVING THE ADVERTISING FOR AN ENGINEER ASSOCIATE/SANITARY SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the advertising for an Engineer Associate for the Belmont County Sanitary Sewer District.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord presented a letter from the Martins Ferry Mayor with suggested dates for the Board to hold a Town Hall Meeting there. He asked the status of the Tourism Board appointment for which he applied. Mrs. Favede said there has been no recommendation from the Tourism Board yet. He said he would like to be considered for the District Library Board also.

IN THE MATTER OF BID OPENING FOR THE OAKVIEW SENIOR SERVICES/RECORDS CENTER ROOF REPLACEMENT PROJECT

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners' Office for the Oakview Senior Services/Records Center roof replacement project; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
West Roofing Systems, Inc P. O. Box 505 121 Commerce Drive Lagrange, Ohio 44050	X	\$68,250.00
Foamcoat Roofing and Coatings, Inc P.O. Box 149 Davisville, West Virginia 26142	X	\$72,600.00

Present for opening was Jack Regis and Lisa Vannoy.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Oakview Senior Services/Records Center roof replacement project to Jack Regis, Facilities Manager, for review and recommendation.

Upon roll call the vote was as follows:

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

IN THE MATTER OF BID OPENING FOR THE IMPLEMENTATION OF AN ENERGY COST REDUCTION PROGRAM AT FOUR (4) COUNTY OWNED BUILDINGS

This being the day and 9:45 a.m. being the hour that bids was to be on file in the Commissioners' Office for the implementation of an Energy Cost Reduction Program at four (4) county owned buildings (Courthouse, Justice Center, Department of Job and Family Services and Courthouse Annex III); they proceeded to open the following bids:

NAME	10% CERTIFIED CHECK	BID AMOUNT
The Efficiency Network 1501 Reedsdale Street, Suite 401 Pittsburgh, Pennsylvania 15233	X	\$1,157,670.00
Energy Partners Ohio 277 Frotenace Place	X	\$148,650.00

March 30, 2016

Worthington, Ohio 43085

Present for opening was Jack Regis, Lisa Vannoy and Robert DeFrank, Times Leader.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the implementation of an energy cost reduction program at four (4) county owned buildings (Courthouse, Justice Center, Dept. of Job & Family services and Courthouse Annex III), to Jack Regis, Facilities Manager, for review and recommendation.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LAURA ELLIS, BELMONT COUNTY RECORDS MANAGER/DEPARTMENT UPDATE

10:00 Agenda Item: Laura Ellis-Records Manager

Re: Department Update

Mrs. Favede said Ms. Ellis has been here for nine months and has brought the records department out of the dark ages. Ms. Ellis distributed handouts. She explained the records department is located in the Oakview building and contains records from the 1700's up to the present. By law, the records need to be maintained and made accessible to the public. "We have thousands upon thousands of records. They're a vital resource for the county and they're often used on a daily basis", said Ms. Ellis. Her duties as records manager include serving as department head, administers all functions of the Record Center, and serves as secretary to the Records Commission. She also serves as liaison between the county's records program and state agencies and ensures compliance with all federal, state, and local laws pertaining to the retention, destruction, access, and preservation of county government records. "We already disposed of over 300 boxes of records, which is huge and has opened up three rooms. As we continue to organize, the number of our records is going to be greatly reduced. This will be achieved because we're going to be disposing of things we are no longer required by law to maintain. When we do move to a new facility in the future, we'll actually be able to move to one that's of an accurate storage capability, because right now, we really don't know what we need, because there's so many records that haven't been touched in years," she said. The Board of Commissioners thanked Ms. Ellis for doing an amazing job.

Commissioner Thomas briefly stepped out of meeting but joined executive session.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:36 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Dana Meager, HR Administrator, Katie Bayless, HR Generalist and Barb Blake, Fiscal Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline and compensation of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:17 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 11:17 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

IN THE MATTER OF A 24 HOUR SUSPENSION WITHOUT PAY TO JAIL NURSE MARY ELLEN DEVAUL

~~Motion made by Mrs. Favede, seconded by Mr. Coffland to issue a 24 hour suspension without pay to jail nurse Mary Ellen DeVaul resulting from the pre-disciplinary conference held on March 15, 2016. The suspension will be served 10 hours on April 5, 10 hours on April 7 and 4 hours on April 8, 2016.~~

~~Upon roll call the vote was as follows:~~

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

Motion rescinded April 12, 2016

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

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

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 30th day of March, 2016, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

**RESOLUTION – ORDER TO CLOSE ROAD
Sec. 5563.01 R.C.**

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of March 30, 2016, and a copy of this resolution be forwarded to the Richland Township Trustees.

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

Mrs. Favede _____	, Yes
Mr. Coffland _____	, Yes
Mr. Thomas _____	, Yes

Adopted the 30th day of March, 2016.

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

“locating,” “establishing,” “altering,” “widening,” “straightening,” “vacating” or “changing the direction of.”

March 30, 2016

11:00 Agenda Item: Dennis Schwallie, Bond Counsel

Re: Bond and Note refunding issues

Mrs. Favede noted Dennis Schwallie is running late, but they will go ahead and move forward without him.

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING
THE ISSUANCE OF NOT TO EXCEED \$6,550,000 OF BONDS TO
PAY PART OF THE COST OF REFUNDING VARIOUS PURPOSE BONDS**

ENTERED IN COMMISSIONER'S JOURNAL

NO. 98, PAGE NO. _____

The Board of County Commissioners of Belmont County, Ohio, met in regular session at 11:00 o'clock a.m. on March 30, 2016, at the commissioners' meeting room located in the Belmont County Courthouse, St. Clairsville, Ohio with the following members present:

Mrs. Favede Mr. Coffland Mr. Thomas

Absent: _____

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

Mrs. Favede moved the adoption of the following resolution:

RESOLUTION NO.

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$6,550,000 OF BONDS FOR THE PURPOSE OF PAYING PART OF THE COST OF REFUNDING THE COUNTY'S VARIOUS PURPOSE BONDS, SERIES 2007 DATED MARCH 12, 2007, AND MATTERS RELATED TO SUCH BONDS.

WHEREAS, the Board of County Commissioners of the County of Belmont, Ohio (sometimes referred to herein as the "Board"), by resolutions adopted February 7, 2007 (collectively, the "Prior Resolutions"), has authorized and issued Various Purpose Bonds, Series 2007 of this County, dated March 12, 2007 (the "Prior Bonds") for the purposes of paying part of the cost of acquiring and constructing (1) sanitary sewer improvements in this County, and particularly the Belmont County Force Main Extension Project; (2) water supply improvements in this County, and particularly Belmont County Sanitary Sewer District No. 3; (3) sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2; and (4) water supply and water works improvements in the Deep Run area of Belmont County Sewer District No. 3 (collectively, the "Projects") by retiring notes previously issued for that purpose;

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

WHEREAS, the County Auditor, as fiscal officer of this County, has heretofore estimated that the life of the improvements constituting the Projects is at least five (5) years, and has certified that the maximum maturity of the bonds issued therefor, in accordance with Ohio Revised Code Section 133.34, is forty (40) years from the date of issuance of the Prior Bonds (March 12, 2007); and

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

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

SECTION 1. That it is necessary to issue and sell bonds of this County in the principal sum of not to exceed \$6,550,000 (the "Bonds") for the purpose of refunding some or all of the outstanding Prior Bonds and paying "financing costs," as defined in Section 133.01 of the Ohio Revised Code, related to the issuance of the Bonds and the refunding of the Prior Bonds under authority of and pursuant to the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code (the "Act").

SECTION 2. That the Bonds shall (i) be issued in a principal amount not to exceed the amount set forth above, for the purpose aforesaid, (ii) be dated, (iii) be of denominations, provided that each Bond shall be of a single maturity, (iv) mature or be subject to mandatory sinking fund redemption on dates and in amounts, provided that the final maturity of the Bonds shall be not later than the last maturity of the Prior Bonds (December 1, 2032), and (v) bear interest payable semiannually on dates and at a rate or rates per annum, provided that the net interest cost payable by the County over the life of the Bonds shall not exceed four and seventy-five hundredths percent (4.75%) per annum, all as determined by the County Auditor without further action of this Board in a certificate of award (the "Certificate of Award") which determinations shall be conclusive.

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

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

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

The Bonds shall be designated "Various Purpose Refunding Bonds, Series 2016" or as otherwise determined in the Certificate of Award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

March 30, 2016

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

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

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

Ayes: Mrs. Favede Mr. Coffland Mr. Thomas

Nays: _____

ADOPTED: this 30th day of March, 2016.

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

Note: Mr. Thomas said this motion is dealing with the refunding of water and sewer issues.

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING
THE ISSUANCE OF NOT TO EXCEED \$1,635,000 OF NOTES TO RENEW
NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING
AND CONSTRUCTING SANITARY SEWER IMPROVEMENTS/ DISTRICT NO. 2**

ENTERED IN COMMISSIONERS' JOURNAL

NO. 98, PAGE NO. _____

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 11:00 o'clock a.m., on March 30, 2016, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mrs. Favede Mr. Coffland Mr. Thomas

Absent: _____

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

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,635,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING AND CONSTRUCTING SANITARY SEWER IMPROVEMENTS IN BELMONT COUNTY SANITARY SEWER DISTRICT NO. 2, INCLUDING (A) THE EXIT 215 SEWER LINE PROJECT, (B) THE VILLAGE OF BELMONT PUMP STATION AND FORCE MAIN PROJECT, AND (C) THE VILLAGE OF MORRISTOWN PUMP STATION PROJECT.

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring and constructing sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2, including (a) the Exit 215 sewer line project, (b) the Village of Belmont pump station and force main project, and (c) the Village of Morristown pump station project (collectively, the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty-four(34) years, and of notes to be issued in anticipation thereof is fourteen (14) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the net revenues of the County's sanitary sewer system in Belmont County Sanitary Sewer District No. 2 and on such notes from such net revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$1,640,000 are about to mature and should be renewed in a principal amount not to exceed \$1,635,000;

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

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$1,635,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately April 1, 2017, shall bear interest at the rate of approximately nine percent (9%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty-four(34) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in a principal amount not to exceed \$1,635,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

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

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

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

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

The Notes shall be designated "Sanitary Sewer Improvement Bond Anticipation Notes, Seventh Series, Tenth (2016) Renewal" or as otherwise provided in the Certificate of Award.

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

SECTION 5. That the Notes shall be sold to William Blair & Company (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue".

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

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

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

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

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

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Consolidated Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

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

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

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

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

AYES: Mrs. Favede Mr. Coffland Mr. Thomas

NAYS:

ADOPTED, this 30th day of March, 2016.

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

Discussion-Mrs. Favede asked for clarification and asked if the three items listed (the Exit 215 sewer line project, the Village of Belmont pump station and force main project, and the Village of Morristown pump station project) were past projects. Mr. Thomas said yes. He said, "We are taking five bond issues and consolidating into one new issue for around \$9.3 million with a lower rate and a lesser term."

IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,330,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF WATER WELL UPGRADES, WATERLINE EXTENSIONS AND WATER STORAGE FACILITES

ENTERED IN COMMISSIONERS' JOURNAL NO. 98, PAGE NO.

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 11:00 o'clock a.m., on March 30, 2016, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mrs. Favede Mr. Coffland Mr. Thomas

Absent:

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

Mrs. Favede moved the adoption of the following resolution:

RESOLUTION NO.

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,330,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF WATER WELL UPGRADES, WATERLINE EXTENSIONS AND WATER STORAGE FACILITIES.

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

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is forty (40) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

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

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$2,500,000 are about to mature and should be renewed in a principal amount not to exceed \$2,330,000;

March 30, 2016

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

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$2,330,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately April 1, 2017, shall bear interest at the rate of approximately seven percent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty (30) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in a principal amount not to exceed \$2,330,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

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

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

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

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

The Notes shall be designated "Water System Improvement Bond Anticipation Notes, Second (2016) Renewal" or as otherwise provided in the Certificate of Award.

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

SECTION 5. That the Notes shall be sold to William Blair & Company (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue".

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

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

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

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

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

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Consolidated Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

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

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

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

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

AYES: Mrs. Favede Mr. Coffland Mr. Thomas

NAYS: _____

March 30, 2016

ADOPTED, this 30th day of March, 2016.

Jayne Long /s/

Clerk
Board of County Commissioners
County of Belmont, Ohio
County Auditor
County of Belmont, Ohio

Discussion: Mrs. Favede asked if this includes the borrowed money from the year before last. Mr. Thomas answered no.

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING
THE ISSUANCE OF NOT TO EXCEED \$150,000 OF NOTES TO RENEW
NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF
ACQUIRING VARIOUS VEHICLES/COUNTY ENGINEER**

ENTERED IN COMMISSIONERS' JOURNAL

NO. 98, PAGE NO. _____

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 11:00 o'clock a.m., on March 30, 2016, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mrs. Favede _____ Mr. Coffland _____ Mr. Thomas

Absent: _____

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

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$150,000 OF NOTES TO RENEW NOTES PREVIOUS ISSUED PAY PART OF THE COST OF ACQUIRING VARIOUS VEHICLES FOR THE COUNTY ENGINEER.

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring various vehicles for the County Engineer (collectively, the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is five (5) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the general revenues of this County, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$225,000 are about to mature and should be renewed in a principal amount not to exceed \$150,000;

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

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$150,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately April 1, 2017, shall bear interest at the rate of approximately five percent (5%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding five (5) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in a principal amount not to exceed \$150,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

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

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

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

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

The Notes shall be designated "Engineer Vehicle Bond Anticipation Notes, First (2016) Renewal" or as otherwise provided in the Certificate of Award.

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

SECTION 5. That the Notes shall be sold to William Blair & Company (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue".

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

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

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

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

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

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Consolidated Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

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

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

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

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

AYES: Mrs. Favede Mr. Coffland Mr. Thomas

NAYS: _____

ADOPTED, this 30th day of March, 2016.

Jayne Long /s/ _____

Clerk

Board of County Commissioners
County of Belmont, Ohio

Discussion-Mrs. Favede questioned if the County Engineer is still paying their portion of this since it is becoming one bond issue. Both Mr. Thomas and Mr. Coffland replied yes. Mr. Coffland said, "When the note comes due, Andy (Auditor) will take money from everyone and make the payment. Mr. Coffland said, "It will all be collected from other departments, where the notes are issued, gathered up and we will make the payment." Mrs. Favede asked if the Auditor will be responsible for that. Mr. Coffland said yes.

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING
THE ISSUANCE OF NOT TO EXCEED \$2,024,000 OF NOTES TO RENEW
NOTES PREVIOUSLY ISSUED TO REFUND THE COUNTY'S
VARIOUS PURPOSE BONDS/SERIES 2006**

ENTERED IN COMMISSIONERS' JOURNAL

NO. 98, PAGE NO. _____

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 11:00 o'clock a.m., on March 30, 2016, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mrs. Favede Mr. Coffland Mr. Thomas

Absent: _____

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

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,024,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO REFUND THE COUNTY'S VARIOUS PURPOSE BONDS, SERIES 2006 DATED AS OF MARCH 15, 2006.

WHEREAS, this Board of County Commissioners adopted resolutions on February 1, 2006 (the "Prior Resolutions") authorizing the issuance of Various Purpose Bonds, Series 2006 of this County dated as of March 15, 2006 (the "Prior Bonds") for the purposes of paying part of the costs of (1) acquiring and renovating buildings to house departments and agencies of the Issuer and other political subdivisions, including without limitation, improvements to the county jail; (2) acquiring and constructing sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2; (3) acquiring, constructing and installing improvements to the county jail, and (4) acquiring, constructing and installing building improvements for use by the Eastern Division County Court (collectively, the "Prior Project");

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

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty (30) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the respective sources describe in the Prior Resolutions, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$4,087,000 are about to mature and should be renewed in a principal amount not to exceed \$2,024,000;

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

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$2,024,000 for the purpose of refunding the Prior Bonds, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately April 1, 2017, shall bear

March 30, 2016

interest at the rate of approximately five percent (5%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period ending not later than December 1, 2026.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in a principal amount not to exceed \$2,024,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

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

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

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

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

The Notes shall be designated "Various Purpose Refunding Bond Anticipation Notes, First (2016) Renewal" or as otherwise provided in the Certificate of Award.

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

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

SECTION 5. That the Notes shall be sold to William Blair & Company (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue".

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

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

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

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

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

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Consolidated Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

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

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

March 30, 2016

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

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

AYES: Mrs. Favede Mr. Coffland Mr. Thomas

NAYS: _____

ADOPTED, this 30th day of March, 2016.

Jayne Long /s/ _____

Clerk

Board of County Commissioners

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING
THE ISSUANCE OF NOT TO EXCEED \$3,200,000 OF NOTES TO RENEW
NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF
CONSTRUCTING A SENIOR SERVICES-COMMUNITY ACTIVITIES CENTER**

ENTERED IN COMMISSIONERS' JOURNAL

NO. 98, PAGE NO. _____

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 11:00 o'clock a.m., on March 30, 2016, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mrs. Favede Mr. Coffland Mr. Thomas

Absent: _____

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

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$3,200,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF CONSTRUCTING A SENIOR SERVICES - COMMUNITY ACTIVITIES CENTER WITH RELATED FURNITURE, FIXTURES AND KITCHEN EQUIPMENT.

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of constructing a senior services - community activities center with related furniture, fixtures and kitchen equipment (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty-seven (27) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from proceeds of voter-approved senior services property tax levies, and on such notes from such proceeds and proceeds of such bonds or renewal notes (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$4,000,000 are about to mature and should be renewed in a principal amount not to exceed \$3,200,000;

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

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$3,200,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately April 1, 2017, shall bear interest at the rate of approximately seven percent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty-seven (27) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in a principal amount not to exceed \$3,200,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

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

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

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

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

The Notes shall be designated "Senior Services Center Bond Anticipation Notes, First (2016) Renewal" or as otherwise provided in the Certificate of Award.

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

SECTION 5. That the Notes shall be sold to William Blair & Company (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such Note issue is referred to herein as the "Note Issue".

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

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

bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

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

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

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

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

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

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

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

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

AYES: Mrs. Favede Mr. Coffland Mr. Thomas

NAYS: _____

ADOPTED, this 30th day of March, 2016.

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

**IN THE MATTER OF ADOPTING THE RESOLUTION CONSOLIDATING
UP TO FIVE BOND ANTICIPATION NOTE ISSUES INTO A
CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE TERMS
OF SUCH CONSOLIDATED NOTE ISSUE**

ENTERED IN COMMISSIONERS' JOURNAL

NO. 98, PAGE NO. _____

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 11:00 o'clock a.m., on March 30, 2016, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mrs. Favede Mr. Coffland Mr. Thomas

Absent: _____

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

**RESOLUTION CONSOLIDATING UP TO FIVE BOND ANTICIPATION NOTE ISSUES OF THE
COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING
THE TERMS OF SUCH CONSOLIDATED NOTE ISSUE.**

WHEREAS, this Board of County Commissioners has adopted five resolutions authorizing the following general obligation bond anticipation note issues pursuant to Chapter 133 of the Ohio Revised Code for the purposes indicated: (i) not to exceed \$1,635,000 Sanitary Sewer Improvement Bond Anticipation Notes, Seventh Series, Tenth (2016) Renewal for the purpose of renewing notes previously issued for the purpose of paying part of the costs of acquiring and constructing sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2, including (a) the Exit 215 sewer line project, (b) the Village of Belmont pump station and force main project, and (c) the Village of Morristown pump station project; (ii) not to exceed \$2,330,000 Water System Improvement Bond Anticipation Notes, Second (2016) Renewal for the purpose of renewing notes previously issued for the purpose of paying part of the costs of water well upgrades, waterline extensions and water storage facilities; (iii) not to exceed \$150,000 Engineer Vehicle Bond Anticipation Notes, First (2016) Renewal for the purpose of renewing notes previously issued for the purpose of acquiring various vehicles for the County Engineer; (iv) not to exceed \$2,024,000 Various Purpose Refunding Bond Anticipation Notes, First (2016) Renewal for the purpose of renewing notes previously issued for the purpose of refunding this County's outstanding Various Purpose Bonds, Series 2006 dated as of March 15, 2006; and (v) not to exceed \$3,200,000 Senior Services Center Bond Anticipation Notes, First (2016) Renewal for the purpose of renewing notes previously issued for the purpose of paying part of the costs of constructing a senior services - community activities center with related furniture, fixtures and kitchen equipment (such note issues are collectively referred to as the "2016 Series Notes"); and

WHEREAS, this Board of County Commissioners desires to authorize the issuance and sale of some or all of the 2016 Series Notes on a consolidated basis pursuant to Section 133.30(B) of the Ohio Revised Code and this resolution;

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

SECTION 1. That pursuant to the provisions of Section 133.30(B) of the Ohio Revised Code, some or all of the 2016 Series Notes, as determined by the County Auditor in the Certificate of Award, as hereinafter defined, without further action of this Board of County Commissioners, shall be consolidated into a single note issue which shall be designated "Various Improvement and Refunding Bond Anticipation Notes, Series 2016" or as otherwise provided in the Certificate of Award (such consolidated notes are hereinafter referred to as the "Consolidated Notes").

SECTION 2. That the Consolidated Notes shall be issued under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Consolidated Notes shall (i) be dated as of the same date as the 2016 Series Notes included in the Consolidated Notes, (ii) be in a principal amount equal to the sum of the aggregate principal amounts of such 2016 Series Notes, (iii) be

numbered from R1 upwards in order of issuance, (iv) be of the denominations of \$100,000 or more requested by the purchaser, (v) mature on the date such 2016 Series Notes mature in an amount equal to the sum of the maturity amounts for such 2016 Series Notes for such date, and (vi) bear interest payable at maturity at a rate equal to the rate of interest on such 2016 Series Notes.

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

It is hereby determined by this Board of County Commissioners that the issuance of the Consolidated Notes provided herein are in the best interests of the County and that the maturity provisions set forth above are consistent with the aggregate of the separate maturities of the respective resolutions authorizing the 2016 Series Notes.

SECTION 3. That the Consolidated Notes shall express upon their faces a summary statement of purposes encompassing the purposes stated in the resolutions authorizing the 2016 Series Notes and that they are issued in pursuance of this resolution. The Consolidated Notes shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimile signatures. The Consolidated Notes shall be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company to be designated the County Auditor in the Certificate of Award (as hereinafter defined) without further action of this Board of County Commissioners as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Consolidated Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

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

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

SECTION 4. That the provisions of the respective resolutions authorizing the 2016 Series Notes included in the Consolidated Notes relating to security and sources of payment, federal tax status of such 2016 Series Notes and of interest payable thereon, are hereby incorporated by reference into this resolution and the Consolidated Notes.

SECTION 5. That the Consolidated Notes shall be sold to William Blair & Company (the "Purchaser") at not less than 100% of the principal amount thereof plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award") pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk, acting as the Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Consolidated Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Consolidated Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Consolidated Notes pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Consolidated Notes, except as any premium and accrued interest received, shall be apportioned, deposited and credited in accordance with Section 133.32 of the Ohio Revised Code to the respective purposes and funds in accordance with the amount of each issue of 2016 Series Notes and for which purposes such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Consolidated Notes in the manner provided by law.

SECTION 6. That for purposes of this resolution, the following terms shall have the following meanings:

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

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

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

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

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

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

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

March 30, 2016

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING.**

Motion made by Mrs. Favede, seconded by Mr. Thomas to adjourn the meeting.

Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of April, 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