

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, 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 Mr. Meyer, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,593,270.48

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0081-A002-D03.010 Supplies	E-0081-A002-D02.002 Salaries	\$5,000.00
E-0131-A006-A08.000 Food	E-0131-A006-A25.000 Housing of Prisoners	\$24,035.00

N82 WATER SYSTEM IMP. NOTE/BCSSD

FROM	TO	AMOUNT
E-9082-N082-N09.000 2017 Well Laterals	E-9082-N082-N03.013 Contract Projects	\$7,769.96
E-9082-N082-N09.000 2017 Well Laterals	E-9082-N082-N07.000 Water Tanks	\$200,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers between funds as follows:

P05 WWS #3 REVENUE FUND AND THE N82 2014 WATER SYSTEM IMP. NOTE/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9082-N082-N12.574 Transfers In	\$400,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/ HOLDING ACCOUNT CHARGEBACK FOR JANUARY, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/ Holding Account for the month of January, 2019.

Gross Wages P/E 1/05/19 THRU 1/19/19

General Fund	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,198.67
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	470.40
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	526.40
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,057.26
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	5,021.17
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	219.30
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,098.10
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,819.07
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,377.16
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,840.95
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,938.34
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	617.17
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,431.32
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,171.24
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,027.73
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,805.29
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,588.50
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,224.48
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,679.10
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	19,671.02

TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,651.68
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	930.90
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,262.86
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,617.88
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,989.89
POLL WORKERS	E-0181-A003-A02.000	R-9895-Y095-Y01.500	
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	369.74
			101,637.62
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,826.57
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,234.27
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	660.05
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	475.55
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	501.20
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	286.58
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	399.42
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	377.09
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Get Vaccinated Program	E-2236-F088-F01.001	R-9895-Y095-Y01.500	90.72
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	18.41
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,515.71
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	50,941.24
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	2,754.36
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,251.06
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,788.88
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,985.76
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,686.53
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	3,716.47
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,142.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	173.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,294.63
Care and Custody-truancy	E-0400-M060-M61.003	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	717.10
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	515.92
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	2,161.51
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	15,882.43
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,043.03
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,383.85
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,815.01
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,548.56
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,015.97
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.38

MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	30,675.09
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	17,214.72
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	589.62
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.78
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,805.79
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	651.82
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	556.18
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
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	110.72
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,263.24
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	559.54
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	128.80
			<hr/> 303,269.20

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS FOR JANUARY AND FEBRUARY, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for Hospitalization Chargebacks for January and February, 2019.

From:	ACCOUNT	To:	AMOUNT
NUMBER		NUMBER	
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	9,284.76
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	16,324.80
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	38,108.21
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	14,080.08
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,958.84
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	739.71
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,698.55
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/ MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	10,764.18
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	561.18
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	2,958.84
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	492.13
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	8,876.52
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	115,089.23

E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	172,768.58
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	15,409.16
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,958.84
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	8,162.40
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	51,525.00
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	15,916.56
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	6,509.44
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	95,634.37
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	10,407.12
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	2,958.84
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	2,958.84
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,958.84
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	32,955.48
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,122.36
	WATER DEPARTMENT		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	54,259.36
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	17,263.40
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	15,462.56
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	147.94
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	1,122.36
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,367.08
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	612.18
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	1,479.42
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	668.30
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	4,142.38
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	443.82
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	1,479.42
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,122.36
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	1,122.36
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	

February 6, 2019

E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	7,397.10
---------------------	--------------------------	---------------------	----------

TOTALS 755,272.90

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR 2018
WORKERS' COMPENSATION TRUE-UP FINAL PAYMENT CHARGEBACKS**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for 2018 Workers' Compensation True-Up Final Payment Chargebacks.

2018 WORKERS' COMPENSATION TRUE-UP FINAL PAYMENT

ACCOUNT NAME	TRANSFER FROM ACCOUNT NUMBER	2018 WC FEB. PYMT
<u>GENERAL FUND</u>		0.000776373
<u>P.E.E.0 RATE FACTOR X0.111919</u>		
PUBLIC EMPLOYER EMERG. ORGANIZATOIN	E-0256-A014-A14.004	\$ 12.11
UNDIVIDED ESTATE TAXT	E-0256-A014-A14.004	\$ 1.86
GENERAL FUND	E-0256-A014-A14.004	\$ 8,843.79
TOTAL GENERAL FUND		\$ 8,857.76
<u>OTHER AGENCIES</u>		
DOG AND KENNEL	E-1600-B000-B09.004	\$ 95.10
PUBLIC ASSISTANCE	E-2510-H000-H13.004	\$ 3,371.82
FLOOD GRANT-PD FROM WIA	E-2600-H005-H11.000	\$ 76.95
WINDSTORM NEG. OH-26	E-2600-H005-H12.000	\$ -
C.S.E.A.	E-2760-H010-H08.004	\$ 458.36
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	\$ 284.03
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	\$ 207.21
M.V.G.T. K-11	E-2812-K000-K22.004	\$ 965.41
M.V.G.T. K-25	E-2813-K000-K35.004	\$ 302.96
SOIL CONSERVATION	E-1810-L001-L12.004	\$ 78.74
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	\$ 23.72
LEPC	E-1720-P090-P09.004	\$ -
PORT AUTHORITY	E-9799-S012-S09.004	\$ 97.04
DISTRICT DETENTION HOME	E-0910-S033-S45.004	\$ 749.03
JUVENILE ACCOUNTABILITY BLOCK GRANT	E-0914-S035-S05.000	\$ -
MENTAL HEALTH	E-2310-S049-S61.004	\$ 204.85
MENTAL RETARDATION	E-2410-S066-S77.004	\$ 2,216.70
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	\$ 1,177.28
COUNTY RECORDER	E-1210-S078-S13.004	\$ -
CERTIFICATE OF TITLE	E-6010-S079-S09.004	\$ 225.10
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	\$ 20.62
WESTERN COURT COMPUTER FUND	E-1550-S082-S12.004	\$ -
EASTERN COURT COMPUTER FUND	E-1570-S084-S12.004	\$ 18.68
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	\$ 42.31
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	\$ 35.52
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	\$ 45.73
COMMON PLEAS COURT-SPECIAL	E-1572-S089-S08.004	\$ -
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	\$ 6.67
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	\$ 559.03
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	\$ 20.31
SMART OH PILOT GRANT	E-1519-S076-S10.002	\$ -
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	\$ 51.02
W.I.C. PROGRAM	E-4110-T075-T52.008	\$ 156.96

LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	\$ 2.44
PROSECUTOR'S VICTIM PROGRAM	E-1511-W080-P06.004	\$ 37.60
DRETAC-PROSECUTOR	E-1510-W081-P06.004	\$ 42.04
DRETAC-TREASURER	E-1410-W082-T06.004	\$ 30.07
WATER DEPARTMENT		
WWS#3 REVENUE	E-3702-P005-P30.004	\$ 1,024.49
SSD #2 REVENUE	E-3705-PO53-P14.004	\$ 260.61
JUVENILE COURT GRANTS		
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	\$ -
CARE AND CUSTODY-YSSP	E-0400-M060-M28.004	\$ 79.31
CARE AND CUSTODY-SUBSTANCE ABUSE	E-0400-M060-M74.004	\$ -
PLACEMENT II	E-0400-M075-M04.000	\$ -
TITLE IV-E REIMB	E-0400-M078-M02.008	\$ 210.81
INTAKE COORDINATOR	E-0400-M062-M03.002	\$ -
COUNTY HEALTH		
COUNTY HEALTH	E-2210-E001-E11.004	\$ 130.81
TRAILER PARKS	E-2211-F069-F02.002	\$ 5.16
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	\$ 39.88
VITAL STATISTICS	E-2213-F075-F02.003	\$ 30.09
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	\$ 33.09
TOBBACCO	E-2216-F078-F02.002	\$ -
WOMENS HEALTH SERVICE	E-2217-F079-F01.002	\$ -
HEALTHY HOMES	E-2228-F080-F01.002	\$ -
PH EMERGENCY READINESS	E-2229-F081-F01.001	\$ -
PREP	E-2230-F082-F01.002	\$ 24.75
PHEP	E-2231-F083-F01.002	\$ 28.86
NURSING PROGRAM	E-2232-F084-F02.008	\$ 27.27
CHILD & FAMILY HEALTH SERVICE	E-2233-F085-F01.002	\$ 11.30
GET VACCINATED	E-2236-F088-F01.002	\$ 1.66
FOOD SERVICE	E-2218-G000-G06.003	\$ 72.50
WATER SYSTEM FUND	E-2219-N050-N04.002	\$ 5.20
SWIMMING POOLS AND SPAS	E-2220-P070-P01.002	\$ 2.15
TRANSFER TO: R-9899-Y089-Y04.574 \$ 22,449.00		
PUBLIC WORKS RELIEF EMPLOYEES (P.W.R.E.)	E-2510-H000-H08.004	\$ -
TRANSFER TO: R-9899-Y089-Y04.574		

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated _____ February 6, 2019, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Echemann granting permission for county employees to travel as follows: DJFS-Lori O'Grady to Dublin, OH, on March 21-22, 2019, to attend the SPBR Conference. Estimated expenses: \$329.30

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 30, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TITLE IV-D CONTRACT RENEWAL BETWEEN BELMONT COUNTY CSEA AND THE BELMONT COUNTY PROSECUTOR

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Title IV-D Contract renewal between the Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services, effective January 1, 2019 through December 31, 2019, in the maximum amount of \$69,832.51.

Note: Funding is 66% federal share and 34% local share.

Ohio Department of Job and Family Services

IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the Belmont County Prosecutor (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the Rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

- IV-D Contract Period:** The IV-D Contract is effective from 1/01/ 2019 through 12/31/ 2019, unless terminated earlier in accordance with the term listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of legal services rendered for the purposes of establishing paternity, establishing orders, enforcing orders, prosecuting criminal nonsupport cases, and performing other specified tasks as related to the CSEA and IV-D programs.. Contractor will only bill the CSEA for actual time worked on CSEA-initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

- Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

- IV-D Contract Costs:**
 - Unit Rate:** The Unit Rate for this IV-D Contract is \$38.37 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
 - Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$69,832.51
- Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
- Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:**

	Amount	Source
Non-Federal Share	\$23,743.05	Local Sources
FFP Reimbursement	\$46,089.46	
Total IV-d Contract Cost	\$69,832.51	

- The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.**
- Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
- Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 A.M. and 4:30 P.M on the following days Monday through Friday with the exception of the following days: all county and court holidays.
- Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
- Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment. If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such Insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative <i>Vince Gianangeli /s/</i>	Printed Name of CSEA's Representative Vince Gianangeli, Director
Date of Signature 1-24-19	
Signature of Contractor's Representative <i>Daniel P. Fry /s/</i>	Printed Name of Contractor's Representative Daniel P. Fry
Date of Signature 1-25-19	Printed Street Address of Contractor 147 W. Main St
Printed Title of Contractor's Representative Prosecuting attorney	Printed City, State, and Zip Code of Contractor St. Clairsville, OH 43950
Signature of County Commissioner or Representative <i>J. P. Dutton /s/</i>	Date of Signature 2/6/19
Signature of County Commissioner or Representative <i>Jerry Echemann /s/</i>	Date of Signature 2/6/19
Signature of County Commissioner or Representative <i>Josh Meyer /s/</i>	Date of Signature 2/6/19
Signature of Prosecutor if required by County Commissioners <i>Daniel P. Fry /s/</i>	Date of Signature 1/25/19

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TITLE IV-D CONTRACT RENEWAL BETWEEN BELMONT COUNTY CSEA AND THE BELMONT COUNTY COMMON PLEAS COURT MAGISTRATE

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Title IV-D Contract renewal between Belmont County Child Support Enforcement Agency and the Belmont County Common Pleas Court Magistrate for administration of the support enforcement program, effective January 1, 2019 through December 31, 2019 in the maximum amount of \$ 35,007.43.

Note: Funding is 66% federal share and 34% local share.

Ohio Department of Job and Family Services

IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and Rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the Belmont County Common Pleas Court Magistrate (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from January 1, 2019 through December 31, 2019, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: CSEA initiated entry that summarizes the Court's activity and results of any CSEA initiated case with or without a hearing. Magistrate will not bill for any non-CSEA initiated cases.
 The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).
3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA Initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

4. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$25.93 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
 - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$35,007.43
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal	\$11,902.53	Local Sources
FFP Reimbursement	\$23,104.90	
Total IV-D Contract Cost	\$35,007.43	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 A.M. and 4:30 P.M on the following days Monday through Friday with the exception of the following days: all county and court holidays.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
 When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
 If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or

other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A.
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative <i>Vince Gianangeli /s/</i>	Printed Name of CSEA's Representative Vince Gianangeli, Director
Date of Signature 1-24-19	

Signature of Contractor's Representative <i>Frank A. Fregiato Judge /s/</i>	Printed Name of Contractor's Representative Judge Frank Fregiato
Date of Signature 1-24-19	Printed Street Address of Contractor 101 W. Main St
Printed Title of Contractor's Representative Judge	Printed City, State and Zip Code of Contractor St. Clairsville, OH 43950

Signature of County Commissioner or Representative <i>J. P. Dutton /s/</i>	Date of Signature 2-6-19
Signature of County Commissioner or Representative <i>Jerry Echemann /s/</i>	Date of Signature 2-6-19
Signature of County Commissioner or Representative <i>Josh Meyer /s/</i>	Date of Signature 2-6-19
Signature of Prosecutor if required by County Commissioners <i>Daniel P. Fry /s/</i>	Date of Signature 1-29-19

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AN AGREEMENT FOR ENGINEERING SERVICES WITH VAUGHN, COAST AND VAUGHN, INC/WATER & SEWER

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign an agreement for engineering services with Vaughn, Coast and Vaughn, Inc., in the lump sum fee of \$25,000.000 for the Repair and Recoat of the Phillips, McKelvey and Maynard Water Tanks project, based upon the recommendation of Kelly Porter, Water and Sewer District Director, to be paid out of the N82 fund.

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR ENGINEERING SERVICES**

This is an Agreement entered into this 6th day of February, 2019, by and between the **Belmont County Board of Commissioners** (OWNER) and **Vaughn, Coast & Vaughn, Inc.** (ENGINEER).

Whereas, OWNER intends to **Repair and Recoat Phillips, McKelvey, and Maynard Water Tanks**, (Project), OWNER and ENGINEER hereby agree in respect to the performance of professional engineering services by ENGINEER and to the payment for these services by OWNER as established below:

ENGINEERING SERVICES

1. During the STUDY AND REPORT phase of the Project, ENGINEER shall provide the following services:
 - 1.1 **Not Used.**
2. During the DESIGN, BIDDING & NEGOTIATING, AND CONSTRUCTION phase of the Project, ENGINEER shall provide the following services:
 - 2.1. Complete engineering design in accordance with generally accepted professional standards.
 - 2.2. Prepare, for incorporation in the Contract Documents, final drawings and specifications of sufficient detail of scope, extent and character of work to be furnished and performed by Contractor.
 - 2.3. Prepare construction contracts, general conditions, bidding forms, invitations to bid and instruction to bidders (Bid Documents).
 - 2.4. Provide necessary copies of Bid Documents, Plans and Specifications to OWNER for record.
 - 2.5. Provide additional copies of Bid Documents, Plans and Specifications for use of Bidders for a fee to be paid by Bidders.
 - 2.6. Review, tabulate and evaluate bids received and provide recommendation of award to OWNER.
 - 2.7. Prepare and provide Contract Documents for construction of the Project.2.8. Review shop drawings for conformity to intent of Contract Documents and take appropriate action.
 - 2.9. Issue interpretation and clarification of Contract Documents as necessary for the project.
 - 2.10. Administer change orders for the Project.
 - 2.11. Review for accuracy construction contractor's periodic estimates for payment and provide recommendation of payment.
 - 2.12. Conduct a final inspection to provide a greater degree of assurance that construction is complete in general accordance with Contract Documents.
3. During the CONSTRUCTION phase of the Project, ENGINEER shall provide the following services:
 - 3.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall direct the services of a qualified and recognized Tank Painting Quality Control Inspection Firm, provided by Belmont County, at the site to assist ENGINEER and to provide Critical Point observation of the repainting work. Based on information obtained during such visits and onsite observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.
The purpose of ENGINEER's visits to and representation by the Owner's contracted Tank Painting Quality Control Inspector at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken during construction, and to provide OWNER a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s).ENGINEER shall not, during these visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have any control over Contractor(s)' work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of the construction selected by Contractor(s), for the safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor shall the ENGINEER assume any responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

COMPENSATION FOR ENGINEERING SERVICES

4. OWNER shall compensate ENGINEER for said services rendered as follows:
 - 4.1. For services rendered during the STUDY AND REPORT phase of the Project, as described in paragraph 1.1, a lump sum fee of: **Not Used.**
 - 4.2. For services rendered during the FINAL DESIGN phase of the Project, as described in paragraphs 2.1 through 2.4, a lump sum fee of: **\$15,000.**
 - 4.3. For services rendered during the BIDDING AND NEGOTIATING phase of the Project, as described in paragraphs 2.5 through 2.7, a lump sum fee of: **\$5,000.**
 - 4.4. For services rendered during the CONSTRUCTION phase of the Project, as described in paragraphs 2.8 through 3.1, lump sum fees of:
 - 4.4.1. Construction administration: **\$5,000**
 - 4.4.2. Quality control inspection: **By Owner** Phillips Tank
 - 4.4.3. Quality control inspection: **By Owner** McKelvey Tank
 - 4.4.4. Quality control inspection: **By Owner** Maynard Tank
 - 4.5. Total of all payments as described above in paragraphs 4.1 through 4.4: **\$25,000.**
 - 4.6. Times of Payments:
 - 4.5.1. ENGINEER shall submit monthly statements for services rendered based upon a percentage of completion of each phase of the project. OWNER shall promptly submit statements for funding reimbursement under the applicable funding program, if any. OWNER shall make prompt payment to ENGINEER for statements submitted.

OWNER RESPONSIBILITIES

5. OWNER shall be responsible for:
 - 5.1. Arranging access to and making provision for ENGINEER to enter upon public and private lands as required for ENGINEER to perform services under this Agreement.
 - 5.2. Removal of trees, removal of electrical services from tanks, permanent improvements to tank access roads, asphalt berm improvements beneath Maynard Tank, fencing repairs/upgrades, and any other improvements to each water tank facility and site not related directly to the repairs and painting of each water tank.
 - 5.3. Contracting with a qualified, recognized Tank Painting Quality Control Inspection Firm who will take direction from the Engineer.

SPECIAL PROVISIONS

6. Special Provisions:
 - 6.1. This Agreement, consisting of pages 1 through 4, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.
 - 6.2. The Auditor shall execute the attached Auditor's Certificate stating that funds are available or are in the process of collection for the amounts outlined above in paragraphs 4.1 through 4.5.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: Belmont County Board of Commissioners

ENGINEER: Vaughn, Coast & Vaughn, Inc.

By: J. P. Dutton /s/
Commissioner

By: Jeffrey A. Vaughn /s/
Jeffrey A. Vaughn, P.E., Vice-Pres.

February 6, 2019

By: Jerry Echemann /s/
Commissioner

By: Josh Meyer /s/
Commissioner

Upon roll call the vote was as follows:

APPROVED AS TO FORM:

David K. Liberati /s/ Assist. PA
Belmont County Prosecutor

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR THE PHILLIPS, MCKELVEY AND MAYNARD WATER STORAGE TANKS RECOATING PROJECT

Motion made by Mr. Meyer, seconded by Mr. Echemann to advertise for bids for the Phillips, McKelvey and Maynard Water Storage Tanks Recoating project, based upon the recommendation of Kelly Porter, Water and Sewer District Director and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

ADVERTISEMENT FOR BIDS

BELMONT COUNTY COMMISSION
BELMONT COUNTY, OHIO

Sealed bids for **Phillips, McKelvey and Maynard Water Storage Tanks Recoating** will be received by the **Belmont County Commission** at the Commission's office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until 9:30 a.m. local time, March 6, 2019 and then at said office publicly opened and read aloud.

The Contract Specifications may be examined at the following location:

Builders Exchange, Inc. – Cleveland
9555 Rockside Rd., Suite 300
Cleveland, OH 44125
OVCEC
21 Armory Drive
Wheeling, WV 26003
304-242-0520
Vaughn, Coast & Vaughn, Inc.
154 South Marietta St.
St. Clairsville, OH 43950
(740) 695-7256
Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Method of Bidding will be as follows: **LUMP SUM CONTRACT** for Phillips, McKelvey and Maynard Water Storage Tanks Recoating: CONTRACT to recoat two water storage standpipes and one multileg torospherical elevated water storage tank including all mobilization, demobilization and site preparatory work, all equipment and materials required for removal and disposal of sludge from inside tanks, performing designated modifications and repairs, providing required containment systems, preparing tank surfaces for coatings, disposing of cleaning materials and materials removed during surface preparation, recoating the tanks, disinfection of interior tank surfaces, and all other work described in the Contract Documents, and necessary to provide completely recoated water storage tanks ready to be placed back into service.

Bidding Documents may be obtained from the office of Vaughn, Coast & Vaughn, Inc., 154 South Marietta St., St. Clairsville, OH, 43950, (740) 695-7256.

A deposit will be required for the Bidding Documents as follows:

Contract 1 \$ 75.00 (No refund)

The above stated deposit is required before the documents can be made available. Bids will be accepted from only those Bidders who obtain documents from the Engineer's office. Bidders who submit a Bid must be a Plan Holder of Record at the Engineer's office.

Each bid shall be accompanied by a bid bond in the full amount of the bid; or a certified check, cashier's check, or letter of credit in an amount not less than ten percent of the total bid as a guaranty that if the bid is accepted, a contract will be entered into and its performance properly secured. Should any bid be rejected, such bid guaranty will be forthwith returned to the Bidder, and shall any Bid be accepted, such Bid Guaranty will be returned upon the proper execution and securing of the contract.

Bidders must comply with the following:

- A. Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.
- B. Certificate of Compliance with Ohio Revised Code 3517.13.
- C. Government Business and Funding Contracts in accordance with Ohio Revised Code 2909.23.
- D. All work done under this Contract is subject to State of Ohio requirements concerning the payment of the prevailing wage rates.
- E. No bidder may withdraw his bid within 60 days after the actual date of the opening thereof. The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.
- F. Bidder must show **Documentation of Qualifications** including references, experience, and certifications by coating manufacturer for working with specified coating systems.
- G. The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications require Bidder's Qualifications that are designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By order of: BELMONT COUNTY COMMISSION
Bids may be sent to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950
By order of the Board of Commissioners
of Belmont County, Ohio
Jayne Long /s/
Jayne Long, Clerk of the Board

To be published 2 times: Monday, February 11, 2019 and Monday, February 18, 2019.

Please send proof of publication to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

February 6, 2019

Mr. Meyer said, most likely, only two of the tanks will be painted this year; the estimated cost is \$850,000 for two tanks.

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS
LEASE WITH ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Ascent Resources–Utica, LLC, effective February 6, 2019, in the amount of \$5,750 per net leasehold acre for 0.5439 acres located in Colerain Township, for a five-year term, 20% royalty. Total Payment Amount: \$3,127.43.

PAID-UP

OIL & GAS LEASE

Lease No. _____

This Lease made this 6th day of February, 2019, by and between: **The Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the Township of **Colerain**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 7; Range: 3; Section: 20; NE ¼: Tax Parcel No.: Unknown (Terra Ridge Lane, located in Theaker's Addition, Cabinet E, Slide 27), Containing 0.5439 acres

and is bounded formerly or currently as follows:

On the North by lands of: **Kurt A. Reed and Kimberly S. Reed**

On the East by lands of: **Ryan W. Hindman**

On the South by lands of: **Russell B. Whinnery and Debra L. Whinnery**

On the West by lands of: **George W. Hails**

and described for the purposes of this agreement as containing a total of 0.5439 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from Richard M. Theaker, et al, by virtue of plat map dated June 26, 1989, and recorded in said County and State in Cabinet E, Slide 27. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. February 6, 2019 (effective date) to 11:59 P.M. February 5, 2024 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of **Five (5)** years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) **CONSTRUCTION OF LEASE:** The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) ROYALTY: For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty twenty (20%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMAGES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or lands pooled or unitized therewith, but Lessee has commenced operations on the leased premises or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the leased premises or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for

gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

The Belmont County Board of Commissioners

Josh Meyer /s/

By: Josh Meyer, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

J. P. Dutton /s/

By: J.P. Dutton, Commissioner

APPROVED AS TO FORM:

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

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes

Mr. Dutton Yes

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH ASCENT RESOURCES-UTICA, LLC/SSD NO. 2

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Sanitary Sewer District No. 2, by and through the Belmont County Board of Commissioners and Ascent Resources-Utica, LLC, effective February 6, 2019, in the amount of \$5,750 per net leasehold acre for 0.668 acres, located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$3,841.00.

**PAID-UP
OIL & GAS LEASE** Lease No. _____

This Lease made this 6th day of February, 2019, by and between: **The Belmont Sanitary Sewer District No. 2 of Belmont County, Ohio, by and through the Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the Township of **Richland**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 6; Range: 3; Section: 21; NW ¼: Tax Parcel No.: 32-01891.003, Containing 0.668 acres

and is bounded formerly or currently as follows:

On the North by lands of: **Ohio River Collieries**

On the East by lands of: **Ohio River Collieries**

On the South by lands of: **Roland W. Habig**

On the West by lands of: **L&L Realty Holding Company LLC**

and described for the purposes of this agreement as containing a total of 0.668 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from Ohio River Collieries, an Ohio corporation, and Edward E. Davis and Diana N. Davis, husband and wife, by virtue of deed dated June 29, 2004, and recorded in said County and State in Book 799, Page 882. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. February 6, 2019 (effective date) to 11:59 P.M. February 5, 2024 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of **Five (5)** years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) **ROYALTY:** For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty twenty (20%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or lands pooled or unitized therewith, but Lessee has commenced operations on the leased premises or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the leased premises or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all

wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

**The Belmont Sanitary Sewer District No. 2 of Belmont County, Ohio,
by and through The Belmont County Board of Commissioners**

Josh Meyer /s/

By: Josh Meyer, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

J. P. Dutton /s/

By: J.P. Dutton, Commissioner

APPROVED AS TO FORM:

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

PROSECUTING ATTORNEY

February 6, 2019

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS
LEASE WITH ASCENT RESOURCES-UTICA, LLC/SSD NO. 3**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Sanitary Sewer District No. 3, by and through the Belmont County Board of Commissioners and Ascent Resources-Utica, LLC, effective February 6, 2019, in the amount of \$5,750 per net leasehold acre for 2.4809 acres, located in Pease and Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$14,265.18.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 6th day of February, 2019, by and between: **The Belmont Sanitary Sewer District No. 3 of Belmont County, Ohio, by and through the Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the Townships of **Pease and Richland**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 6; Range: 3; Section: 15; SW ¼: Tax Parcel No.: 18-60001.000, Containing 0.918 acres

Township: 6; Range: 3; Section: 19; NE ¼: Tax Parcel No.: 32-03966.000, Containing 1.5059 acres

Township: 6; Range: 6; Section: 21; NW ¼: Tax Parcel No.: 32-60020.000, Containing 0.057 acres

See attached Exhibit "B" attached hereto and made a part hereof.

and described for the purposes of this agreement as containing a total of 2.4809 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. February 6, 2019 (effective date) to 11:59 P.M. February 5, 2024 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of **Five (5)** years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) **ROYALTY:** For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty twenty (20%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or lands pooled or unitized therewith, but Lessee has commenced operations on the leased premises or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the leased premises or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all

wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

**The Belmont Sanitary Sewer District No. 3 of Belmont County, Ohio,
by and through The Belmont County Board of Commissioners**

Josh Meyer /s/

By: Josh Meyer, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

J. P. Dutton /s/

By: J.P. Dutton, Commissioner

APPROVED AS TO FORM:

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

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN EXTENSION/RENEWAL OF CONTRACTS ENTERED INTO MARCH 1, 2018 FOR HOMEMAKER/PERSONAL CARE SERVICES BETWEEN BOARD OF COMMISSIONERS DBA SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into an extension/renewal of the contracts entered into March 1, 2018 for Homemaker/Personal Care Services between the Belmont County Board of Commissioners dba Senior Services of Belmont County and the following providers to extend the current contracts through February 28, 2020:

- Advanced Home Health, Inc.
- Just Right Homecare, Inc.

**BELMONT COUNTY COMMISSIONERS
d/b/a SENIOR SERVICES OF BELMONT COUNTY
Extension/Renewal of Agreements for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services**

The parties to the contract entered into as of the 1st day of **March, 2018**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** (“Purchaser” or “SSBOC”) and **Advanced Home Health, Inc.** (hereinafter “Contractor”) for homemaker/personal care services hereby agree to extend the contract (or alternatively waive the sixty (60) day provision for renewal and renew it) in accordance with Section 3 until the new termination date of February 28, 2020. The contract shall be so construed, and in all other respects, the contract remains in force. If and to the extent necessary to ensure its validity, this agreement to continue doing business according to the terms of the current contract shall be considered a new contract subject to any applicable statutory limits and the termination date of February 28, 2020.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SENIOR SERVICES OF BELMONT COUNTY

<u>Josh Meyer /s/</u>	<u>2-6-19</u>
Josh Meyer, President	Date
Belmont County Commissioners	
<u>Jerry Echemann /s/</u>	<u>2-6-19</u>
Jerry Echemann, Vice-President	Date
Belmont County Commissioners	
<u>J. P. Dutton /s/</u>	<u>2-6-19</u>
J.P. Dutton,	Date
Belmont County Commissioner	
FOR ADVANCED HOME HEALTH, INC.	
<u>Sheila Smith /s/</u>	<u>012219</u>
	Date
APPROVED AS TO FORM	
<u>David K. Liberati /s/</u>	<u>2-4-19</u>
David K. Liberati	Date
Assist. Belmont County Prosecutor	

**BELMONT COUNTY COMMISSIONERS
d/b/a SENIOR SERVICES OF BELMONT COUNTY
Extension/Renewal of Agreements for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services**

The parties to the contract entered into as of the 1st day of **March, 2018**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** (“Purchaser” or “SSBOC”) and **Just Right Homecare, Inc.** (hereinafter “Contractor”) for homemaker/personal care services hereby agree to extend the contract (or alternatively waive the sixty (60) day provision for renewal and renew it) in accordance with Section 3 until the new termination date of February 28, 2020. The contract shall be so construed, and in all other respects, the contract remains in force. If and to the extent necessary to ensure its validity, this agreement to continue doing business according to the terms of the current contract shall be considered a new contract subject to any applicable statutory limits and the termination date of February 28, 2020.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SENIOR SERVICES OF BELMONT COUNTY

<u>Josh Meyer /s/</u>	<u>2-6-19</u>
Josh Meyer, President	Date
Belmont County Commissioners	
<u>Jerry Echemann /s/</u>	<u>2-6-19</u>
Jerry Echemann, Vice-President	Date
Belmont County Commissioners	
<u>J. P. Dutton /s/</u>	<u>2-6-19</u>
J.P. Dutton,	Date
Belmont County Commissioner	
FOR JUST RIGHT HOMECARE, INC.	
<u>Janice Rees /s/</u>	<u>012419</u>
	Date
APPROVED AS TO FORM	
<u>David K. Liberati /s/</u>	<u>2-4-19</u>
David K. Liberati	Date
Assist. Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE PROSECUTING ATTORNEY’S FURTHERANCE OF JUSTICE ANNUAL REPORT FOR THE YEAR 2018

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the Belmont County Prosecuting Attorney’s Furtherance of Justice annual report for the year 2018 in accordance with O.R.C. Section 325.12.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Melda Gallaher (Association President) asked for an update regarding the Powhatan Point Senior Center. Mr. Meyer said Mr. Armitage (SSOBC Director) met with the property owner and they plan on meeting with the association tomorrow to discuss.

Ray Cantor of Barnes Road, where there are currently waterline breaks, thanked the county for giving residents there a place to get water until repairs are made. He added the county's crews went above and beyond to address the issues. He suggested changing the location of an air bleeder at the top of the hill could help until bigger repairs are made. He asked the Commissioners to visit the area to view the problem. Mr. Meyer said there have been some issues in the Barnes Road area of Martins Ferry with pressure and multiple waterline breaks. He talked to Kelly Porter, Sanitary and Sewer District Director last night. Mr. Porter said a break was repaired last night, but when checked this morning the tank didn't fill so they are bringing in specialized ultrasonic equipment to help find other leaks. The rain today will make that more difficult. Mr. Meyer noted Colerain, Sunset Heights, Yorkville and Tiltonsville Fire Departments are supplying water to the area. Mr. Meyer said the suggestion regarding the "bleeder" will be taken back to Mr. Porter. He referenced the current loan/grant through the USDA for the water system and the hope it will help alleviate a lot of these issues as the system is upgraded. Mr. Dutton said at least one of them will go look at the area Mr. Cantor referenced. He said they are trying to get the department stronger as a whole with USDA funding. He added the motion from today regarding the (recoating of the water) tanks is an example of maintenance work that has to be done that is not part of the USDA package.

Jim Morrison, Otto Road, asked for assistance for a portion of the cost to get water to their area. He said he received information from A. C. Wiethe of Belomar regarding a possible plan and funding. Each family would have to contribute \$4,800 to \$5,500 based on a \$200,000 project and this doesn't include the tap-in fee and running water lines to the houses. Mr. Morrison said the residents don't have the money for their share. He asked if the Commissioners would consider having a town hall meeting to further discuss the issue. Mr. Meyer said the Board will consider and continue to work with A.C. Wiethe from Belomar.

Richard Hord inquired about the jail overcrowding issue. Mr. Meyer said those issues are still being addressed and they will be working with the Judges in the future on some ways to help reduce the overcrowding. Mr. Meyer said inmates are still being housed in Jefferson County jail to help alleviate some of the overcrowding. He added they are also looking at possibly having a study done of the jail and what we need to do.

BREAK

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:56 A. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator and Attorney Brian Butcher (via phone), pursuant to ORC 121.22(G)(4) Collective Bargaining exception.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:35 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 10:35 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN AT THIS TIME

Mr. Meyer noted they are late going into executive session due to speaking with the public (during Open Public Forum) as they like to interact with the public.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:38 A. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation, employment, and discipline of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:48 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 11:48 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF PLACING
CARA DUNCAN, FULL-TIME 911 DISPATCHER,
ON PAID ADMINISTRATIVE LEAVE**

Motion made by Mr. Meyer, seconded by Mr. Echemann to place Cara Duncan, full-time 911 Dispatcher, on paid administrative leave effective February 5, 2019, until further notice.

Upon roll call the vote was as follows:

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

Reconvened Monday, February 11, 2019, at 9:05 a.m. Present: Commissioners Meyer, Echemann and Dutton and Jayne Long, Clerk.

February 6, 2019

February 6, 2019

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:05 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 9:05 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 13th day of February, 2019.

Josh Meyer /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Commissioner Jerry Echemann – Absent

We, Josh Meyer 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.

Josh Meyer /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK