

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 \$ 745,061.03**

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:

**B00 DOG & KENNEL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1600-B000-B04.012 Equipment	E-1600-B00-B07.000 Vet Services	\$5,644.77

**N80 OHIO VALLEY LIFT STATION UP-GRADE/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9080-N080-N03.013 Projects	E-9080-N080-N02.011 Services	\$33,111.54

**N85 CAPITAL PROJECT-SSD #2-FOX SHANNON UPGRADE/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9085-N085-N06.013 Projects	E-9085-N085-N05.011 Services	\$10,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$2,023.84

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:

**S02 SHERIFFS POLICING REVOLVING FUND AND THE A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5102-S002-S01.002 Salaries	E-0131-A006-A02.002 Salaries	\$57,152.80
E-5102-S002-S03.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$7,944.20
E-5102-S002-S04.006 Health Insurance	E-0256-A014-A06.006 Group & Liability	\$2,468.64
E-5102-S002-S02.005 Medicare	E-0256-A014-A07.005 Medicare	\$832.01

**P05 WATER WORKS FUND AND OTHER VARIOUS FUNDS/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$19,000.00
E-3702-P005-P34.074 Transfers Out	R-9251-O051-O10.574 Transfers In	\$32,500.00
E-3702-P005-P34.074 Transfers Out	R-9252-O052-O10.574 Transfers In	\$12,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 02, 2019\*\***

**S02 SHERIFFS POLICING REVOLVING FUND**

E-5102-S002-S01.002	Salaries	\$57,152.80
E-5102-S002-S02.005	Medicare	\$832.01
E-5102-S002-S03.003	PERS/SPRS	\$7,944.20
E-5102-S002-S04.006	Health Insurance	\$2,468.64

**\*\*APRIL 17, 2019\*\***

**A00 GENERAL FUND**

E-0057-A006-F06.011	Veterinary Services	\$1,996.362
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**B00 DOG & KENNEL FUND**

E-1600-B000-B11.000	Other Expense	\$2,891.00
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**L01 SOIL CONSERVATION/BSWCD**

E-1810-L001-L01.002	Salaries	\$6,003.00
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**S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION**

E-1520-S077-S01.002	Salaries	\$17,386.75
E-1520-S077-S02.005	Medicare	\$252.00
E-1520-S077-S03.003	PERS	\$2,434.25
E-1520-S077-S04.006	Hospitalization	\$3,184.00
E-1520-S077-S05.004	Workers Comp	\$313.00

**W80 PROSECUTORS- VICTIM PROGRAM**

E-1511-W080-P01.002	Salary	\$3,755.23
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E-1511-W080-P05.003	PERS	\$560.00
E-1511-W080-P15.000	Rent	\$608.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.

**B00 DOG AND KENNEL FUND-** \$245.00 deposited into R-1600-B000-B06.505 balance available as of 04/11/19  
 \$547.00 deposited into R-1600-B000-B07.500 balance available as of 04/11/19  
 \$2,099.00 deposited into R-1600-B000-B08.500 balance available as of 04/11/19

**GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,996.36** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills 04/1219

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 April 17, 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:

**COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-**Jennifer Shunk to Columbus, OH, on May 3, 2019, to attend the DYS Reclaim Grant meeting. Noah Atkinson to Columbus, OH, on June 21, August 6, October 18, December 13, 2019 and February 21, 2020, to attend meetings on the Inter-Court Conference committee.

**SENIORS-**Senior Centers of Belmont County to Cambridge, OH, on May 8, 2019, to attend the Older American Extravaganza. Kay Driscoll to Lore City, OH, on May 14, 2019, for a senior outing to Winterset Kitchen. Susan Hines to Tanger Outlets on May 21, 2019, for a senior outing. Denise Starr to Amish Country on May 30, 2019, for a senior outing. County vehicles will be used for travel.

**WATER & SEWER DISTRICT-**Michael Reed and Michael Stewart to Salt Fork State Park Lodge, Lore City, OH, on May 1, 2019, for an EPA class. A county vehicle will be used for travel.

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 April 10, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING A RENEWAL OF THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN JOB AND FAMILY SERVICES AND HARMONY HOUSE, INC.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign a renewal of the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and Harmony House Inc., effective July 1, 2019 through June 30, 2020, in the maximum amount of \$125,000.00, for the provision of a Children's Advocacy Center.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
 Purchase of the Performance of Services Contract  
 Harmony House of Belmont County**

**Whereas**, this contract, entered into on this 17<sup>th</sup> day of April, 2019, by and between the Belmont County Department of Job and Family Services, hereinafter referred to as the "Purchaser", and Harmony House, Inc., hereinafter referred to as the "Contractor", is for the purchase for the establishment of a fully-functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of Harmony House, Inc. This will provide the unique services of a Children's Advocacy Center that works toward strengthening our community's response to child abuse using a more child-focused approach. This program will adhere to the State of Ohio rules and regulations promulgated thereunder, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Children's Advocacy Center services to the Belmont County Department of Job and Family Services Children Services Division by developing and maintaining a Children's Advocacy Center for Belmont County, Ohio as a full-service satellite center of Harmony House, Inc. The Children's Advocacy Center will provide a more humane, culturally competent, legally sound, site based, multidisciplinary team (MDT) centered assessments, investigations, prosecutions and interventions including treatment involving child abuse allegations that focus on the needs of the alleged child victims and families with an emphasis on child forensic interviewing, advocacy, therapeutic intervention, case management, coordination of medial referrals and education thus decreasing victim trauma, increasing offender accountability, strengthening the MDT and strengthening community response to child abuse.

The primary focus of a Children's Advocacy Center is child sexual abuse. The Contractor will also provide services to children who allege physical abuse, drug endangerment, domestic violence, witnessing of violence, severe neglect and any other type of abuse that may be harmful to a child. Precautionary interviews can also be conducted. In addition to children up to their 19<sup>th</sup> birthday, services are available to adults with developmental disabilities who, due to alleged victimization, may benefit from the specialized services of a CAC. Services are also available to non-offending family members or others who are affected by the allegations.

**II PARTIES**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services

68145 Hammond Road  
St. Clairsville OH 43950  
(740)695-1075

**Contractor:** Harmony House, Inc.  
2000 Eoff Street  
Wheeling WV 26003

### III **CONTRACT PERIOD**

This contract and its terms will become effective on July 1, 2019. No services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is June 30, 2020.

### IV **SERVICES**

1. Child forensic interviewing
  - Assessment of a child's needs for overall well-being of the child
  - Obtainment of information in a neutral, fact-finding manner
2. Extended forensic interviewing (evaluation)
3. Victim advocacy and support
  - Crisis intervention
  - Supportive counseling
  - On-site therapy
    - Individual
    - Family
    - Group
  - Case management
    - Medical referral, evaluation and treatment coordination
    - Mental health referral and coordination
    - Victim services coordination
  - Information and referrals
  - Multi-disciplinary team (MDT) case reviews
    - Representation from CAC, mental health, medical, victim advocacy, law enforcement, DJFS/Child Protective Services and prosecution
  - Case Tracking
  - Participation on community MDT's and task forces
4. Criminal justice support
  - Court accompaniments
  - Children's court preparation
  - Court testimony (subpoena)
  - Court expert witness testimony
5. Community Education
  - Professional development
  - Prevention programs
  - Awareness campaigns
  - Psycho-education programs

### V **SCOPE OF WORK**

#### A. **The Contractor Responsibilities**

1. To establish and maintain a fully functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of the Contractor, a fully accredited member of the National Children's Alliance, during the term of this contract.
2. To ensure all Belmont County, Ohio children referred to the Contractor receive needed services by coordinating a multi-disciplinary team (MDT) approach to services including case review and case tracking for every child during the term of this contract.
3. To provide on-site forensic interviews in the Contractor's child-friendly setting to the Purchaser, prosecution and law enforcement referrals during the term of this contract.
4. To provide support and advocacy, including criminal justice advocacy, to Belmont County, Ohio children alleging abuse who have been referred to the Contractor and their non-offending family members during the term of this contract.
5. To provide community education for prevention, awareness and to identify victims of child abuse to at least 100 Belmont County, Ohio participants during the term of this contract.
6. To provide mental health interventions and coordination of medical referrals/exams to Belmont County, Ohio children referred to the Contractor and in need of these services during the term of this contract.
7. The Contractor will schedule victim interviews within three (3) days upon receipt of referral.
8. The Contractor will provide a verbal report and interview DVD to the Purchaser upon completion of the interview.
9. The Contractor will provide a written summary to the Purchaser in a timely manner with most summaries being completed within a two (2) week period when possible with this timeframe contingent upon the number of summaries to be completed. The summaries will be expedited when a request is made. The summaries are not routinely done on interviews with no disclosures or that are inconclusive unless requested.

#### B. **The Purchaser's Responsibilities**

1. The Purchaser will make referrals to the Contractor within two (2) working days upon the receipt of information on a case determined by the Purchaser that meets the criteria for a forensic interview.
2. The Purchaser will provide all necessary contact and referral information needed for the Contractor's services to occur.
3. The Purchaser will participate in all scheduled team meetings of the Contractor and provide requested case information for case review and tracking in a timely manner upon request from the Contractor.
4. The Purchaser will be in attendance for victim interviews.
5. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements as included in this contract.

### VI **AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. For the contract period July 1, 2019 through June 30, 2020, the total amount available for reimbursements to the Contractor under the terms of this contract will be \$125,000.00.

This amount consists of \$125,000.00 (\$105,000.00 from the Belmont County Department of Job and Family Services and \$20,000.00 from the Belmont County Commissioners). The funds may be used as needed by the Contractor.

Any remaining funds at the end of the contract period will be returned to the Purchaser.

### VII **ALLOWABLE COSTS**

The Purchaser will reimburse only for those costs authorized pursuant to this contract.

### VIII **BILLING, PAYMENT AND COSTS**

Invoices for actual costs incurred for providing services will be submitted by each month by the Contractor no later than the 20<sup>th</sup> day of the following month. Failure to submit this information on time may be considered a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty

(30) days of receipt. If the Belmont County Auditor requires additional time to process the payment then the Contractor must be notified before the thirty (30) day period has expired.

The reasons for denial of payment include, but are not limited to, failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined Article IV, is made.

The following costs are allowable under this contract:

Personnel, Salaries, Payroll Taxes, Worker's Compensation, Health Insurance, Pension, Client Materials, Office Supplies, Postage, Printing, Payroll Service Fees, Telephone, Internet, Maintenance Contracts/Copies, Travel Expenses, Training/Staff Development, Dues and Subscriptions, Advertising, Data Base Fees, Security, Logos and Decorations, Liability and Property Insurance, Accounting and Auditing Fees, Legal Fees and Miscellaneous.

It is anticipated that the Contractor will invoice the Purchaser on a monthly basis for reimbursement of documented expenditures incurred from the previous month and will be reimbursed within thirty (30) days upon receipt of request for payment with documentation. Any funds not spent down during the term of this contract will remain in the special Contractor fund to be used to offset future expenses.

**IX DUPLICATE BILLING**

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims by the Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit the use of multiple sources of funds, public or private, to serve participants as long as each service is not paid for more than once.

**X AUDIT RESPONSIBILITY AND REPAYMENT**

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include, but are not limited to, months, expenses, total units and billable units. If errors are found, the error rate of the sample unit will be applied to the entire audit. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be cancelled and not reissued.

The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Any such change will require an amendment to the Repayment of Funds Agreement.

**XI DISPOSITION OF ASSETS AND INTELLECTUAL PROPERTIES**

Office equipment and furniture assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the term of this contract expires. An inventory of the Purchaser equipment and/or furnishings will be maintained by the Contractor. The Purchaser has the option to donate said assets to the Contractor at the expiration of the contract.

The Contractor's client records/files, manuals, guidelines and forms are the property of the Contractor and so shall be deemed the Contractor's property when the term of this contract expires.

The Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc.

Any asset the Contractor obtains outside the scope of this contract funding is the property of the Contractor.

**XII WARRANTY**

The Contractor warrants that its services shall be performed in a professional and work-like manner in accordance with applicable professional standards.

**XIII INSURANCE**

The Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

**XIV NOTICE**

Notice, as required under this agreement, shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

**XV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documentation necessary for audit by the Purchaser, the State of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed or elected law enforcement officials) and agencies of the United States government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, the Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI CONFIDENTIALITY**

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. The Contractor understands that the use or disclosure of information concerning the Purchaser's consumers for any purpose not directly related to the performance of this contract is strictly prohibited.

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The Contractor warrants that, at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's officers, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, modifications and repayment.

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a county employee has with the Contractor or in its business.

**XVIII COMPLIANCE**

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB Circulars, Ohio laws and regulations, including the Ohio Administrative Code rules, and all provisions of the Purchaser's policy in the performance of work under this contract.

The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees.

The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or the contract shall be void as of that date.

**XIX RELATIONSHIP**

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association or joint venture between the Contractor and the Purchaser. The Contractor will, at all times, have the status of independent contractor without the right or authority to impose tort, contractual or other liability on the Purchaser or the Belmont County Board of Commissioners.

**XX ASSIGNMENTS**

The Contractor shall not assign this contract without the express, prior and written approval of the Purchaser.

**XXI SUBCONTRACTS**

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior and written approval of the Purchaser. In the even the Purchaser approves of a subcontract of all or part of the performance required herein, The Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This contract supersedes all previous communications, representations or writings including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract including any modification involving proportional payment for services performed below the standards stated in this contract.

**XXIII TERMINATION**

This contract may be terminated by either party upon notice in writing delivered upon the party thirty (30) days prior to the effective date of termination. Should the Contractor wish to terminate this contract notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement. Any funds expended for contractual services and items prior to the date of termination shall be paid in accordance with Article VIII to the Contractor.

**XXIV BREACH OF CONTRACT**

Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment, as applicable, the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.

**XXV WAIVER**

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract nor a waiver of a subsequent breach of the same provision or conditions.

**XXVI INDEMNIFICATION**

The Contractor and the Purchaser agree to hold each other harmless both legally and financially. The Contractor and the Purchaser are responsible to maintain their own liability coverage.

**XXVII GOVERNING LAW AND FORUM**

This contract and any modifications and amendments thereto shall be governed by and construed under the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio when possible.

**XXVIII SEVERABILITY**

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permissible by law.

**XXIX NON-DISCRIMINATION**

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

**XXX CHILD SUPPORT ENFORCEMENT**

The Contractor agrees to cooperate with the Purchaser, ODJFS and any other Child Support Enforcement Agency (CSEA) in ensuring that the Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

In compliance with the Ohio Revised Code, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to the Purchaser's Ohio Works First Customers.

**XXXII DRUG-FREE WORKPLACE**

The Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities while working under this contract will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**XXXIII COPELAND "ANTI-KICKBACK" ACT**

The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

**XXXIV DAVIS-BACON ACT**

The Contractor will comply with 40 U.S.C. 276a to 276 a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

**XXXVI PUBLIC RECORDS**

This contract is a matter of public record under the laws of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.

**XXXVII CLEAN AIR ACT**

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**XXXVIII ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133).

**XL PATENT RIGHTS**

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983 and Executive Order 12591.

**XLI PROCUREMENT**

The Contractor will follow the required procurement policies and laws as applicable and

**SIGNATURES:**

<u>Vince Gianangeli /s/</u>	4-3-19
Vince Gianangeli, Director Belmont County Department of Job and Family Services	Date
<u>Mark Garrett /s/</u>	4-4-19
Mark Garrett, Board President Harmony House, Inc.	Date
<u>Josh Meyer /s/</u>	4/17/19
Josh Meyer, President Belmont County Board of Commissioners	Date
<u>Jerry Echemann /s/</u>	4-17-19
Jerry Echemann, Vice-President Belmont County Board of Commissioners	Date
<u>J. P. Dutton /s/</u>	4/17/19
J. P. Dutton, Commissioner Belmont County Board of Commissioners	Date
<b>Approved as to form:</b> <u>David K. Liberati /s/ Assist. P.A.</u>	4-10-19
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SUBGRANT**

**AWARD AGREEMENT/SHERIFF'S**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to execute the Subgrant Award Agreement for the Belmont County Sheriff's *Computer Equipment* as follows:

Subgrant Number: 2018-JG-LLE-5209  
 Award Period: 03/01/19 – 09/30/19  
 Award Amount: \$ 8,154.43  
 Local Cash Match: \$ 906.05  
 Project Total: \$ 9,060.48

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE**

**E45 BOBCAT EXCAVATOR/WATER & SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the purchase of one (1) E45 Bobcat Excavator for a total cost of \$52,188.00 through the State of Ohio Cooperative Purchasing Contract for the Belmont County Water & Sewer District, based upon the recommendation of Director Kelly Porter.

*Note: This is a new equipment purchase and will be purchased with Water District Revenue Funds.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH CLEARCREEK**

**COATINGS, LTD/2019 WATER STORAGE TANKS RECOATING PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into an agreement for the **2019 Water Storage Tanks Recoating project** with Clearcreek Coatings, Ltd., in the amount of \$714,755.00, and sign the Notice to Proceed, based upon the recommendation of Kelly Porter, Water & Sewer District Director.

**AGREEMENT**

This Agreement is dated as of the 17<sup>th</sup> day of April in the year 2019, by and between the **Belmont County Commission** hereinafter called Owner, and **Clearcreek Coatings, Ltd.** hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

Contractor shall complete all work as specified or indicated in the Contract Documents.

The work is generally described as follows:

**CONTRACT NO. 1  
WATER STORAGE TANKS RECOATING**

**ARTICLE 2 - ENGINEER**

The Project has been designed by Vaughn, Coast & Vaughn, 154 S. Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The work will be fully completed and ready for final payment by **October 15, 2019** in accordance with paragraph 14.07 of the GENERAL CONDITIONS and the NOTICE TO PROCEED; with **work to be completed within 45 days of the date when that tank is taken out of service.**
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Five hundred dollars (\$500.00)** for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

ARTICLE 4 - CONTRACT PRICE

- 4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

Seven Hundred Fourteen Thousand Seven Hundred Fifty-five Dollars

Written

**\$714,755.00**

Numeric

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit APPLICATIONS FOR PAYMENT in accordance with Article 14 of the GENERAL CONDITIONS. APPLICATIONS FOR PAYMENT will be processed by ENGINEER as provided in the GENERAL CONDITIONS.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the CONTRACT PRICE on the basis of CONTRACTOR'S APPLICATIONS FOR PAYMENT as recommended by ENGINEER, as provided below. All progress payments will be on the basis of the progress of the work measured by the unit prices provided for in Paragraph 14.01 of the GENERAL CONDITIONS.
- 5.1.1 Prior to Fifty Percent (50%) Completion, progress payments will be in an amount equal to: 92% of the work completed and materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.
- 5.1.2 Upon Fifty Percent (50%) Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 96% of the CONTRACT PRICE, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02 of the GENERAL CONDITIONS.
- 5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the GENERAL CONDITIONS, OWNER shall pay the remainder of the CONTRACT PRICE as recommended by ENGINEER as provided in said Paragraph 14.07

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 6.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.4 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 Advertisement for Bids  
7.2 This Agreement, pages 00500-1 to 00500-5, inclusive.  
7.3 Bid Form, pages 00300-1 to 00300-8, inclusive  
7.4 Ohio Guaranty Bonds, identified as exhibit 00605.  
7.5 Notice of Award.  
7.6 Notice to Proceed.  
7.7 General Conditions, pages 1 to 62, inclusive.  
7.8 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.  
7.9 Specifications bearing the title:

**Belmont County Commission  
Belmont County Water & Sewer District  
Contract No. 1  
Water Storage Tank Recoating**

7.10 Addenda Number 1, inclusive.

- 7.11 Contractor's Bid with attachments  
7.12 Documentation submitted by Contractor prior to Notice of Award, pages - to -, inclusive.

7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

April 17, 2019

This Agreement will be effective on April 17, 2019.

OWNER: Belmont County Commission  
BY: Josh Meyer /s/  
BY: Jerry Echemann /s/  
BY: J. P. Dutton /s/

CONTRACTOR: Clearcreek Coatings, Ltd.  
BY: Robert Boling /s/

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**

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 April 17, 2019, in the amount of \$5,750 per net leasehold acre for 1.885094 net acres located in Colerain and Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$10,839.29.

**PAID-UP  
OIL & GAS LEASE**

Lease No. \_\_\_\_\_

This Lease made this 17th day of April, 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 Townships of **Colerain and Richland**, 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, (Includes all portions of State Route 250 in Theaker's Addition, Cabinet E, Slide 27), Containing 0.5821 acres

Township: 7; Range: 3 Section: 20; NW ¼: Tax Parcel No.: Unknown (Brownfield Road), Containing 0.5203 acres

Township: 7; Range: 3 Section: 20; NE ¼: Tax Parcel No.: Unknown (Portion of LaCava Road dedicated for Township Road 474A Right-of-Way purposes, located in LaCava Subdivision, Cabinet E, Slide 339), Containing 0.03921 acres

Township: 7; Range: 3; Section: 13; SW ¼: Tax Parcel No.: Unknown (Includes all portions of Beaver Road, located in The Beaver Subdivision, Cabinet C, Slide 239), Containing 0.494 acres

Township: 5; Range: 3; Section: 29; NE ¼: Tax Parcel No.: 30-00041.000, Containing 0.5 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 2.13561 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. April 17, 2019 (effective date) to 11:59 P.M. April 16, 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

April 17, 2019

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**

**EXHIBIT "A"**

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated April 17, 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**, as Lessor(s), and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, as Lessee ("Lease"), to wit:

In the event of a conflict between the terms of this Exhibit "A" and the terms of the printed form to which it is attached, the terms of this Exhibit "A" shall control.

1. **Leasehold Identification** This Lease only covers the specific parcels described and identified in the Lease and does not include any adjacent or contiguous parcels, in which Lessor has or may claim an ownership interest. Any acreage discrepancies may be resolved by survey. If a survey or an examination of real property records should reveal the existence of additional acreage within the parcels identified in the Lease, the Lease will include such acreage and Lessee shall pay Lessor a bonus payment thereon.
2. **Title Curative** Lessor agrees, at no cost to Lessor, 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.
3. **Hazardous Materials** Lessee shall not use, dispose of or release on the Leasehold or permit to exist or to be used, disposed of or released on the Leasehold as a result of its operations any substances (other than those Lessee has been licensed or permitted by applicable public authorities to use on the Leasehold) which are defined as "hazardous materials," "toxic substances" or "solid wastes" in federal, state or local laws, statutes or ordinances. Should any pollutant, hazardous material, toxic substances, contaminated waste or solid waste be accidentally released on the Leasehold, Lessee shall notify Lessor immediately after notifying the applicable governmental body of such event. Lessee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including but not limited to penalties.
4. **Water & Waste** Lessee shall not use surface or subsurface water from the Leased Premises. Lessee shall not dispose of any waste materials or waste water on or below the surface of the Leased Premises or any lands unitized therewith. Lessee shall take prompt action as may be reasonably required to remedy any contamination, pollution, or loss of water arising out of Lessee's operations, including any contamination of Lessor's spring and/or well water. In addition to any other remedies or damages, to which it may be entitled, Lessor may recover the cost of extending a water service line, including any tap or connection fee, from Lessor's residence to the public utility water main presently serving or later extended to serve the area where the Leased Premises is located.
5. **No Surface Rights** Lessor does not grant and Lessee does not acquire any surface rights. Lessee shall not conduct any Surface Operations on, or use the surface of, the Leased Premises except where and as agreed to in a separate, written agreement signed by the parties. Surface Operations shall include by way of example and not of limitation any use of the Leased Premises for a well site, staging area, surface or subsurface waterlines, surface or subsurface pipelines, roads, water impoundments, telephone, electric power lines, structures, machinery, gates, meters, regulators, tools, appliances, materials and other equipment, or as a site for equipment, tanks, tank batteries, separators, compressors, dehydrators, gas treatment facilities, processing facilities, or other facilities.
6. **No Warranty** This Lease is made without covenant or warranty of title of any kind whatsoever, express or implied. Lessee accepts all rights and interests granted herein "AS IS" without warranty of any kind, subject to all title exceptions and any third-party rights, interests, and claims, of which the Lessee has actual or record notice. All warranties, express and implied, including all warranties of title and quiet enjoyment, are disclaimed. With respect to payments made, Lessee shall have no recourse against the Lessor in the event of any failure of, or defect in, title, nor shall any of the upfront, bonus consideration or any paid royalties be refunded to Lessee. All payments are made at Lessee's risk. Lessee shall have no right to recoup overpayments or offset overpayments against future payments. Lessee shall have no right to reduce payments to Lessor due to a claim or cloud on title unless and until the claim has been determined by final decree of a court of competent jurisdiction or final settlement.
7. **No Storage Rights or Disposal Wells** Lessee and Lessor covenant and agree as follows: Lessee shall not use the leased premises (i) for the storage of natural gas, (ii) for carbon sequestration purposes, or (iii) for the disposal of waste material. The Lessor does not grant and Lessee does not acquire any rights to include any part of the leased premises in any underground gas storage reservoirs, and Lessee shall have no rights to intentionally inject gas, whether the source is from the leased premises or other lands, into any strata or formation underlying the leased premises as storage for future extraction, use, or sale. Lessor does not grant and Lessee does not acquire any right to (i) drill a disposal well of any kind or (ii) use any portion Leased Premises for the disposal of any type of foreign matter or material or any drainage, saltwater, brine, or waste, including without limitation any industrial, municipal, hazardous, or radioactive waste.
8. **Compliance** Lessee's operations on said land shall comply with all applicable federal and state regulations.
9. **Insurance** Lessee shall take out and maintain throughout the term of this Lease insurance of the following type and amounts:
  - (A) Workers Compensations Insurance in the form prescribed by laws of the state of Ohio for all Lessees' employees, or other labor employed by the Lessee.
  - (B) General Liability Insurance (Bodily Injury and Property Damage) having minimum limits of \$1,000,000 per occurrence/\$10,000 annual aggregate for bodily injury and property damage. Such insurance shall include products/completed operations and personal injury for all work performed on the Leased Premises. An additional liability umbrella policy shall be required for additional \$5,000,000 in coverage.
  - (C) Automobile Vehicle Liability Coverage covering all owned, non-owned, hired and rented automotive equipment used in the performance of work on Leasehold. It shall be an amount not less than \$1,000,000 on a combined single limit basis for bodily injury and property damage liability.Upon written request by Lessor, Lessee shall provide Lessor with a certificate of insurance evidencing the insurance described above.
10. **Indemnity** Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by any negligence of the Lessee or those holding under Lessee. Furthermore, notwithstanding anything to the contrary, Lessee shall not be obligated to indemnify Lessor to the extent any claims are the result of Lessor's negligence or intentional misconduct.
11. **Shut-In Clause** If after expiration of the Primary Term, 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 leased premises or lands pooled/unitized therewith, Lessee shall thereafter, as royalty for constructive production, pay an annual Shut-In Royalty in the amount of Twenty-Five Dollars (\$25) per net mineral acre until such time as production is reestablished (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During any shut-in period, Lessee shall have the right to rework, stimulate, or deepen a well on leased premises or

to drill a new well on the leased premises 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 leased premises 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; however this lease may be released if such well remains Shut-In for a period of more than thirty-six (36) consecutive months or a cumulative total of sixty (60) months. If said Shut-In limitations are not reached within ten (10) years from the expiration of the primary term, then said limitations are to reset, in which another ten (10) year period would begin, in which said limitations would apply for that period.

12. **Prudent Operator** Lessee will conduct all operations as a prudent operator; and will attempt to secure a market for production from a well.

13. **Horizontal Pugh Clause** In the event any pool of leases or unit is created by the Lessee, or its successors or assigns, which includes all or a part of the Leasehold, this Lease shall expire upon the expiration of the primary term of this Lease or any extension thereof, insofar, but only insofar, as to any lands comprising the Leasehold that are not included in one or more of such pools or units. Specifically, this Lease shall automatically terminate after the expiration of the primary term or extension thereof insofar as to all acres in the Leasehold not then contained within a pooled unit unless otherwise maintained by the provisions of this Lease. Upon request be Lessor, Lessee shall execute a release of this Lease as to such acreage released under this horizontal Pugh clause.

14. **Vertical Pugh Clause** Despite anything to the contrary set forth in this Lease, at the end of the primary term of this Lease, or any extension or continuation thereof, this Lease shall terminate as to the lands covered by this Lease, insofar, but only insofar, as to all strata, depths, and horizons which are below 200 feet below the stratigraphic equivalent of the base of the deepest formation from which production of oil or gas (including other hydrocarbon substances and related gases) in paying quantities is then being maintained (or in the case of a shut-in well, can be maintained pursuant to the terms and provisions of this Lease) from a well drilled on, under or through the lands covered by this Lease or any lands pooled or unitized therewith.

15. The Lease term shall be subject to Ohio Revised Code 307.11 as may be modified or amended.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR THE BELMONT COUNTY SARGUS JUVENILE DETENTION CENTER ROOF RENOVATIONS PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to reject all bids received for the Belmont County Sargus Juvenile Detention Center Roof Renovations project received March 27, 2019, based upon the recommendation of Jack Regis, Facilities Manager.

*Note: All bids received were higher than anticipated.*

Upon roll call the vote was as follows:

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

Mr. Meyer said this project will be re-bid.

**IN THE MATTER OF APPROVING THE PROPOSAL FROM 3SG PLUS, LLC/RECORDS DEPARTMENT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the proposal for document management software from 3SG Plus, LLC, for the Belmont County Records Department as follows:

- 1) \$16,750 for licenses, importer, professional services, training and annual maintenance cost for the first year; \$5,000 for following years.
- 2) \$7,200 annually for hosting (includes 20 boxes per year scanned).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM DIGITAL DATA COMMUNICATIONS, INC/HUMAN RESOURCES DEPT.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve Quote Number 803 from Digital Data Communications, Inc., in the amount of \$2,184.95 for one (1) Lenovo Laptop, docking station, keyboard and mouse for the Belmont County Human Resources Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING MR. DIRK FITCH TO THE BELMONT-HARRISON JUVENILE DISTRICT BOARD OF TRUSTEES**

Motion made by Mr. Meyer, seconded by Mr. Echemann to appoint Mr. Dirk Fitch to the Belmont-Harrison Juvenile District Board of Trustees to fill the unexpired term of Mr. Kirk Glasgow, effective immediately through March 30, 2020, based upon the approval and recommendation of Judge Albert Davies, Belmont County Juvenile Court pursuant to O.R.C. 2152.44.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Mike Bianconi, Pease Township, inquired about a proposed injection well near SR 331 that will be used to dump salt brine. He said a few years ago one was put in along I-70 that is the deepest injection well in the state of Ohio, but he doesn't know if it's in use. He feels we should do everything we can to stop waste being brought in from out of the county. Mr. Meyer said it is early in the process. He said Commissioner Dutton has made calls to some people at ODNR. ODNR has to put out a public notice and allow citizens to issue complaints and their opposition.

**BREAK**

**9:30 Mike Schlantz, Ohio Means Jobs-Belmont County and Vince Gianangeli, Department of Job & Family Services Director**

**Re: Annual Ohio Valley Job Fair**

Mr. Gianangeli said the Job Fair will be held on May 1 at the Ohio Valley Mall and it has been very successful. The State Department of Job and Family Services attended last year and was very impressed. Mr. Schlantz presented a handout that listed all the participating businesses. He said this is the 13<sup>th</sup> annual Job Fair; it has grown over the years from having 40 vendors to over 100 vendors. Mr. Schlantz said it's a great opportunity for job seekers with a variety of industries represented.

**10:00 Agenda Item: Public Hearing-Road Improvement 1174**

April 17, 2019

**Re: Vacation of a portion of Elk Street, Pultney Township**

Present: Terry Lively, Belmont County Engineer, Andrew Hadzima, Drafting Technician II and John Longwell, Petitioner. Mr. Hadzima presented maps and described the area for vacation. Present at the viewing were Mr. Longwell, an abutting landowner, Commissioners Meyer, Echemann and Dutton and Mr. Hadzima. Mr. Hadzima said it is an unmaintained alley that is on the books and it's no problem to get rid of it.

**REPORT OF COUNTY ENGINEER  
OHIO REV. CODE, SEC. 5553.06  
ROAD IMP #1174  
DATE: April 15, 2019**

**IN THE MATTER OF  
THE VACATION OF A PORTION OF ELK STREET  
PULTNEY TOWNSHIP SEC. 27 T-2, R-2  
POORMAN'S SUBDIVISION CAB. B SLIDE 104**

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

The undersigned, in obedience to your order, dated **April 3, 2019**

Proceeded on **April 17, 2019** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

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

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

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

*Terry Lively /s/*

**Terry D. Lively, P.S., P.E.,  
COUNTY ENGINEER OF BELMONT CO, OH**

**IN THE MATTER OF THE VACATION OF  
A PORTION OF ELK STREET  
LOCATED IN POORMAN'S SUBDIVISION  
PULTNEY TWP. SEC. 27, T-2, R-2/RD IMP 1174**

Office of County Commissioners  
Belmont County, Ohio

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

***Rd. Imp. #1174***

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 17th day of April, 2019, in the office of the Commissioners with the following members present:

Mr. Meyer  
Mr. Echemann  
Mr. Dutton

Mr. Meyer moved the adoption of the following Resolution:

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

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

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

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

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

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

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

Adopted the 17th day of April, 2019

*Jayne Long /s/*

Clerk, Board of County Commissioners,  
Belmont County, Ohio

**RECESS**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:08 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 employment of a public employee.

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 10:59 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 10:59 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 TO BE TAKEN AT THIS TIME**

April 17, 2019

April 17, 2019

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:25 A. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 11:25 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 24<sup>th</sup> day of April, 2019.

Josh Meyer /s/\_\_\_\_\_

J. P. Dutton /s/\_\_\_\_\_ COUNTY COMMISSIONERS

Jerry Echemann /s/\_\_\_\_\_

April 17, 2019

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