

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, Commissioners and Jayne Long, Clerk of the Board.

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

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

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

IN THE TOTAL AMOUNT OF \$1,105,487.97

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0011-A001-B04.012 Equipment	E-0011-A001-B11.000 Other Expenses	\$10,000.00
E-0040-A002-G08.003 PERS	E-0040-A002-G02.002 Salaries-Employees	\$143,999.50
E-0170-A006-G02.002 Salary	E-0170-A006-G09.003 PERS	\$2,700.00
E-0257-A017-A00.000 Contingencies	E-0055-A004-B18.000 Other Expenses	\$35,000.00

H00 PUBLIC ASSISTANCE FUND/BCDJFS

FROM	TO	AMOUNT
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H05.000 Public Assistance	\$350,000.00

S30 OAKVIEW JUVENILE

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$324.63
E-8010-S030-S51.002 Salaries	E-8010-S030-S64.012 Equipment	\$241.37
E-8010-S030-S54.000 Food	E-8010-S030-S58.000 Communications	\$1,612.08
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S58.000 Communications	\$5,225.21
E-8010-S030-S66.003 PERS	E-8010-S030-S58.000 Communications	\$1,985.68
E-8010-S030-S66.003 PERS	E-8010-S030-S64.012 Equipment	\$3,695.88
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S58.000 Communications	\$5,118.71

S33 DISTRICT DETENTION HOME/SARGUS

FROM	TO	AMOUNT
E-0910-S033-S48.007 Unemployment	E-0910-S033-S38.011 Contract Services	\$4,000.00
E-9010-S033-S62.000 Materials	E-0910-S033-S38.011 Contract Services	\$1,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 31, 2019:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

L01 Soil Conservation Fund

E-1810-L001-L14.000	Other Expenses	\$75.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Echemann 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****

Y79 UNCLAIMED FORECLOSURE FUNDS

E-9879-Y079-Y03.000	Unclaimed Funds	\$1,907.66
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****JANUARY 30, 2019****

N45 ROADWAY IMPROVEMENTS/ENGINEERS

E-9045-N045-N14.055	Roadway Imp. PID #108714	\$130,124.00
E-9045-N045-N15.055	Roadway Imp. PID #108715	\$141,516.20
E-9045-N045-N16.055	Roadway Imp. PID #108716	\$151,588.60
E-9045-N045-N18.055	Roadway Imp. PID #108718	\$105,037.20
E-9045-N045-N19.055	Roadway Imp. PID #108719	\$195,931.20
E-9045-N045-N20.055	Roadway Imp. PID #108720	\$48,420.80
E-9045-N045-N22.055	Roadway Imp. PID #108722	\$294,894.20
E-9045-N045-N23.055	Roadway Imp. PID #108723	\$72,411.00
E-9045-N045-N25.055	Roadway Imp. PID #108725	\$67,764.60
E-9045-N045-N50.055	Roadway Improvements	\$2,792,312.20

****JULY 31, 2019****

A00 GENERAL FUND

E-0011-A001-B07.000	Travel	\$417.00
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E-0051-A001-A51.000	Oil and Gas	\$29,725.92
E-0054-A006-F11.012	Equipment	\$1,000.00
E-0056-A006-E02.010	Supplies	\$128.93
<u>E10 911 FUND</u>		
E-2200-E010-E07.000	Other Expenses	\$2,174.70
<u>E11 9-1-1 WIRELESS FUND</u>		
E-2301-E011-E01.011	Contract Services	\$10,683.70
<u>L01 SOIL CONSERVATION FUND/BSWCD</u>		
E-1810-L001-L01.002	Salaries	\$1,833.33
<u>M60 CARE AND CUSTODY/JUVENILE COURT</u>		
E-0400-M060-M24.000	Other Expenses	\$9,400.00
E-0400-M060-M25.002	Salaries C-CAP	\$52,535.73
E-0400-M060-M26.003	PERS C-CAP	\$8,644.48
E-0400-M060-M27.005	Medicare C-CAP	\$1,652.63
E-0400-M060-M28.004	Workers Comp C-CAP	\$1,872.14
E-0400-M060-M29.008	Insurances C-CAP	\$1,784.91
E-0400-M060-M80.002	Salaries-Diversion	\$54,708.00
E-0400-M060-M81.003	PERS	\$8,255.52
E-0400-M060-M82.005	Medicare-Diversion	\$355.04
E-0400-M060-M83.004	Workers Comp-Diversion	\$1,769.04
<u>O54 DEBT SERVICE – COUNTY ISSUES</u>		
E-9254-O054-O01.050	Principal Loan Payments	\$1,000,000.00
E-9254-O054-O02.051	Interest Payment	\$142,104.17
<u>P79 BOARD OF ELECTIONS SECURITY GRANT</u>		
E-1779-P079-P05.000	Grant Expenses	\$50,000.00
<u>S12 BELMONT COUNTY PORT AUTHORITY</u>		
E-9799-S012-S07.000	Professional Services	\$25,000.00
<u>OAKVIEW JUVENILE REHABILITATION/VARIOUS FUNDS</u>		
E-8010-S030-S72.000	Capital Repairs	\$2,893.00
E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$1,812.02
E-8012-S032-S00.000	Activity Fund	\$275.90
<u>S75 MHAS SUBSIDY GRANT/COMMON PLEAS</u>		
E-1518-S075-S03.002	Salary/Fringes	\$151.28
<u>W20 LAW LIBRARY</u>		
E-9720-W020-W07.010	Supplies	\$76,000.00
<u>W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM</u>		
E-1511-W080-P01.002	Salary	\$1,250.00
E-1511-W080-P02.010	Supplies	\$382.00
E-1511-W080-P03.000	Travel	\$28.00
<u>SHERIFF/VARIOUS</u>		
E-0131-A006-A09.000	Medical	\$239.35
E-0131-A006-A17.010	Cruisers	\$3,412.50
E-0131-A006-A21.000	Towing	\$345.00
E-0131-A006-A23.000	Background	\$10.00
E-0131-A006-A24.000	E-SORN	\$524.00
E-0131-A006-A26.000	K-9	\$905.42
E-1652-B016-B02.000	DUI	\$25.00
E-5100-S000-S01.010	Commissary	\$34,687.41
E-5101-S001-S06.000	CCW License	\$876.00
E-5101-S001-S07.012	CCW Equipment	\$1,400.00
E-9710-U010-U06.000	Reserve	\$2,987.15

Upon roll call the vote was as follows:

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

O54 DEBT SERVICE-\$1,142,104.17 transferred from the N29 Fund to the O54 Fund on 07/17/19.

OIL & GAS RECEIPTS/DONATION TO EMA-\$1,000.00 deposited into R-0050-A000-A02.500 on 07/24/19.

OIL & GAS RECEIPTS JUNE AND JULY 2019/GENERAL FUND-\$29,725.92 in Oil & Gas Receipts deposited into R-0050-A000-A02.500 on various dates in June and July 2019.

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 July 31, 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:

AUDITOR'S-Anthony Rocchio and Sheila Turner to Salem, OH, on August 2, 2019, for the Northeast Ohio Auditor's Association District meeting. Estimated expenses: \$100.00. Anthony Rocchio to New Concord, OH, on August 9, 2019, to attend the Southeast Ohio Auditor's Association District meeting. Estimated expenses: \$100.00.

DJFS-John Regis to Columbus, OH, on August 21-22, 2019, to attend IV-E Fiscal Reimbursement training. Estimated expenses: 323.40.

SENIORS-Daisy Braun to Pittsburgh, PA, on August 13, 2019, for a senior outing to the Robinson Mall and Golden Corral. A county vehicle will be used for travel.

WATER & SEWER DISTRICT-Jeff Azallion to Galion, OH, during the week of July 29, 2019, to pick up an electric pump for the Sank Hill Pump Station. 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 July 17, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE USE OF AN "EMPLOYEE DISHONESTY AND FAITHFUL PERFORMANCE OF DUTY POLICY" INSTEAD OF INDIVIDUAL SURETY BONDS FOR OFFICERS, EMPLOYEES, AND APPOINTEES WHO ARE OTHERWISE REQUIRED BY LAW TO GIVE BOND BEFORE ENTERING UPON THE DISCHARGE OF DUTIES

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the following:

RESOLUTION

WHEREAS, House Bill 291 was signed into law on December 20, 2018 and became effective March 20, 2019; said law authorizes the use of an "employee dishonesty and faithful performance of duty policy" instead of individual surety bonds for officers, employees, and appointees who are otherwise required by law to give bond before entering upon the discharge of duties; and

WHEREAS, in accordance with Ohio Revised Code §3.061, the Board of Commissioners must adopt a policy by resolution to allow use of an employee dishonesty and faithful performance of duty coverage document rather than a surety bond to cover loss by fraudulent or dishonest actions of employees and failure of employees to faithfully perform duties; the following shall apply to the policy:

- (1) An officer, employee, or appointee shall be considered qualified to hold the office or employment, without giving bond, on the date the oath of office is taken, certified, and filed as required by law.
- (2) Officer, employee, or appointee shall be entitled to enter upon the duties of the office or employment when the policy is in effect.
- (3) All officers, employees, or appointees who would otherwise be required to file a bond before commencing the discharge of duties shall be covered by and are subject to the employee dishonesty and faithful performance of duty policy instead of a surety bond requirement.
- (4) The coverage amount for an officer, employee, or appointee under an employee dishonesty and faithful performance of duty policy shall be equal to or greater than the maximum amount of the bond otherwise required by law.
- (5) Elected officials, prior to taking the oath of office and holding office, shall obtain approval of the intent to use the county's CORSA coverage agreement and affirm that the county's coverage complies with ORC §3.061. Said approval shall be obtained by the Board of Commissioners of Belmont County.

WHEREAS, Belmont County's "employee dishonesty and faithful performance of duty policy" through the CORSA coverage document complies with ORC §3.061; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Belmont County, Ohio hereby authorize the use of the county's "employee dishonesty and faithful performance of duty policy" instead of individual surety bonds for officers, employees, and appointees who are otherwise required by law to give bond before entering upon the discharge of duties.

Upon roll call the vote was as follows:

Mr. Meyer	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Dutton	<u>Yes</u>

Mr. Meyer explained this allows individual office holders and those that were required previously to get individual bonds will now be covered by the county. This law was passed in December, 2018, and went into effect of March, 2019.

IN THE MATTER OF ENTERING INTO THE SUBSIDY GRANT AGREEMENT FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (T-CAP)/ADULT PROBATION

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into the *Subsidy Grant Agreement for Targeted Community Alternatives to Prison (T-CAP)* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for fiscal years 2020 and 2021 in an amount up to \$283,932.00.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR - Targeted
Community Alternatives to Prison

THIS SUBSIDY GRANT AGREEMENT FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (hereinafter referred to as "Agreement"), pursuant to authority in Sections 2929.34 and 5149.38 of the Ohio Revised Code (hereinafter referred to as RC), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at 4545 Fisher Road Suite D, Columbus, Ohio and Belmont County (hereinafter referred to as "Grantee"), located at 101 W. Main Street, St. Clairsville, Ohio. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

WHEREAS, the Grantee has submitted a grant application to the Grantor; and

WHEREAS, the Grantor is authorized, pursuant to RC 2929.34 and 5149.38 to determine and award grant funds to assist local governments under the Targeting Community Alternatives to Prison (hereinafter referred to as T-CAP) program, that is designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

WHEREAS, the purpose of this grant is to provide funds to Ohio counties to effectively supervise, treat and hold accountable low-level, non-violent offenders, and at the same time safely reduce Ohio's prison population. The grantor reserves the right to amend the T-CAP grant program should a sufficient reduction in the prison population not be realized.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. **Target Population:** The T-CAP Target Population associated with this grant are those fifth degree felony offenders who are prohibited from serving a prison sentence in an Ohio prison on or after July 1, 2018 as outlined in 2929.34 (B)(3)(c). Specifically, no person sentenced by a court of common pleas to a prison term of twelve months or less for a felony of the fifth degree shall serve the term in an institution under the control of the department of rehabilitation and correction (hereinafter referred to as "DRC"). This does not apply to any person to whom any of the following apply:
 - A. The felony of the fifth degree is an offense of violence, as defined in section 2901.01 of the Revised Code, a sex offense under Chapter 2907 of the Revised Code, a violation of section 2925.03 of the Revised Code, or any offense for which a mandatory prison term is required;
 - B. The person previously has been convicted of or pleaded guilty to any offense of violence, as defined in section 2901.01 of the Revised Code.
 - C. The person previously has been convicted of or pleaded guilty to any felony sex offense under Chapter 2907 of the Revised Code.
 - D. The person's sentence is required to be served concurrently to any other sentence imposed upon the person for a felony that is required to be served in an institution under the control of the DRC.

2. **Funds:** The Grantor awards to the Grantee a total amount up to **Two Hundred Eighty-Three Thousand Nine Hundred Thirty-Two** dollars (\$283,932.00) (hereinafter referred to as "Funds"), to be paid in **eight** installments. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The payments will be made in the following manner:

- Four payments totaling up to \$ 141,966.00 during Fiscal Year 2020
- Four payments totaling up to \$ 141,966.00 during Fiscal Year 2021

The program's tax identification number is _____ . Grantee's total expenditures shall not exceed the Funds.

3. **Term:** This Agreement is effective as of the signature date of this document. The Grantor's financial obligation to the Grantee will end on June 30, 2021. Due to the Grantee's ability to use the funds and its requirements to continue to report on the spending of the funds, the grant term will end on June 30, 2022. Nothing in this agreement shall bind the state to any additional expenditures. Prior to the expiration of the initial term or any renewed term, and subject to an award of grant funds following Grantee's next grant cycle application made in response to Grantor's Community Correction Act Grant, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.

4. **Appropriation:** Grantee understands that availability of Funds is contingent on appropriations made by the Ohio General Assembly's appropriation of the Community Non-Residential Felony Programs subsidy (407). If, at any time, the Grantor determines that state funds are insufficient to sustain existing or anticipated award levels, the Grantor may reduce, suspend, or terminate any allocation of funds provided by Grantor to Grantee as the Grantor determines appropriate. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

5. **Program Services:** As a recipient of Funds available through the Community Non-Residential Programs Subsidy, during the term of this Agreement, Grantee specifically acknowledges its obligation to implement and be responsible for the program services set forth in Grantee's Memorandum of Understanding (MOU), which constitutes part of this agreement. The MOU was created by Grantee in response to Grantor's Targeted Community Alternatives to Prison (T-CAP) solicitation. The Grantee is permitted to revise program services in its sole discretion so long as they follow the grant fiscal guidelines.

6. **Termination:** Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, June 30, 2021. Upon termination, Grantee shall refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

Grantor may terminate this Agreement or reduce Funds upon thirty (30) days prior written notice to the Grantee. Grantee shall have ten (10) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the Managing Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval. Upon disapproval of a petition, termination of this Agreement shall be effective as of the date of the disapproval notification writing.

7. **Staffing:** None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Ohio Department of Rehabilitation and Correction.
8. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions shall attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If such a dispute or breach is not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.
9. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Targeted Community Alternatives to Prison Grant Financial Guidelines." These guidelines are attached hereto as Exhibit "A" and incorporated by reference herein. The Grantee shall determine a designee to serve as the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight, including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.
10. **Program Reporting:** The Grantee shall prepare and submit to the Grantor the following reports:
 - A. **Expenditures:**
 1. **Quarterly Expenditure Report:** The quarterly expenditure report, attached hereto as Exhibit "B" and incorporated by reference herein, shall include financial information for expenditures that relate to Program Services. This report shall be submitted thirty (30) days after the end of each quarter per the T-CAP financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.
 2. **Final Expenditure Report:** The final expenditure report, attached hereto as Exhibit "B" and incorporated by reference herein, is due by August 15, 2022. The final year-end expenditure report shall be completed only when all grant funds have been completely expended, or by August 15, 2022.
 - B. **Additional Information:** Grantee shall cooperate with Grantor and provide any additional information as may be required by Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions or requests for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.
11. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor

to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if any of the following circumstances apply:

- A. There is a financial or fiscal audit disclosure involving misuse of Funds.
- B. There is not a sufficient reduction in the prison population.

12. Ohio Ethics and Conflict of Interests: Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

Grantee agrees to refrain from promising or giving to any ODRC employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. Grantee further agrees that it will not solicit any ODRC employee to violate ORC 102.03, 2921.42, or 2921.43.

Grantee agrees that Grantee, nor its employees have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of Grantee's functions and responsibilities under this Agreement.

13. Finding for Recovery: The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.

14. Workers' Compensation: Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.

15. Equal Employment Opportunity: Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.

16. Certification of Funds: It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.

17. Compliance with Laws: Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.

18. Drug Free Workplace: Grantee agrees to comply with all applicable federal, state and local laws

regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

19. Campaign Contributions: Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.

20. Entire Agreement or Waiver: This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

21. Notices: All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

22. Headings: The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

23. Severability: The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

24. Controlling Law: This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

25. Successors and Assigns: Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

26. Prison Rape Elimination Act: If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.

27. Execution: This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli
Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser
Cynthia Mausser
Managing Director of Courts and Community

FOR THE GRANTEE:

[Signature] 7-31-19
County Commissioner Date

[Signature] 7-31-19
County Commissioner Date

[Signature] 7-31-19
County Commissioner Date

FOR THE GRANTEE:

County Executive Date

Upon roll call the vote was as follows:

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

Mr. Meyer explained this is in relation to a change in the law at state level. Tier 5 felony offenders are no longer serving their sentences at the state level, they are now served in the county jail which incurs more costs to the jail. This offsets some of those costs.

IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING THE AMENDED BUDGET OF SOLID WASTE MANAGEMENT PLAN OF THE JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the following:

RESOLUTION

WHEREAS, Belmont County is located within the jurisdiction of the Jefferson Belmont Regional Solid Waste Management Authority (Authority).
WHEREAS, the Jefferson Belmont Regional Solid Waste Management Authority, by its Board of Trustees, has prepared and adopted an amended Budget to the Ohio EPA Approved 2015 Solid Waste Management Plan Update for the Authority; and

July 31, 2019

WHEREAS, the Jefferson Belmont Regional Solid Waste Management Authority, has provided a copy of the amended Budget for ratification the Board of County Commissioners and the legislative authority of each municipal corporation or township under the jurisdiction of the Authority,

WHEREAS, pursuant to Ohio Revised Code Section 3734.55(B), the Board of County Commissioners and the legislative authority of each municipal corporation or township under the jurisdiction of the Authority, must approve or disapprove the amended Budget by ordinance or resolution; and

NOW THEREFORE BE IT RESOLVED that the Belmont County Commissioners:

1. Indicate either:
 - a. approves the amended Budget; or
 - b. disapproves the amended Budget.
2. Directs that copies of the adopted Resolution be delivered to the Authority.
3. Hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Approved: Yes Date: July 31, 2019 OR,

Disapproved: _____ Date: _____

Signature of Appropriate Officers:

Josh Meyer /s/
Josh Meyer, President
Jerry Echemann /s/
Jerry Echemann, Vice-President
J. P. Dutton /s/
J. P. Dutton

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 July 31, 2019, in the amount of \$5,750 per net leasehold acre for 32.957805 acres located in Colerain and Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$189,507.38.

PAID-UP

OIL & GAS LEASE

Lease No. _____

This Lease made this 31st day of July, 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: 6; Range: 3; Section: 16; SE ¼: Tax Parcel No.: 01-60024.000, Containing 0.081726 acres
Township: 7; Range: 3; Section: 31; SW ¼: Tax Parcel No.: 03-00661.000, Containing 0.245 acres
Township: 7; Range: 3; Section: 31; NW ¼: Tax Parcel No.: 03-00662.000, Containing 0.144 acres
Township: 7; Range: 3; Section: 31; NW ¼: Tax Parcel No.: 03-00663.000, Containing 0.144 acres
Township: 7; Range: 3; Section: 31; SW ¼: Tax Parcel No.: 03-00664.000, Containing 8.787 acres
Township: 6; Range: 3; Section: 36; NW & NE ¼: Tax Parcel No.: 03-00665.000, Containing 9.867 acres
Township: 6; Range: 3; Section: 36; NW ¼: Tax Parcel No.: 03-60002.000, Containing 0.273 acres
Township: 6; Range: 3; Section: 16; NW, NE, & SE ¼: Tax Parcel No.: 54-00446.000, Containing 6.591 acres
Township: 6; Range: 3; Section: 16; SE ¼: Tax Parcel No.: 54-60001.000, Containing 0.02 acres
Township: 6; Range: 3; Section: 16; SE ¼: Tax Parcel No.: 54-60004.000, Containing 0.0449 acres
Township: 6; Range: 3; Section: 16; SE ¼: Tax Parcel No.: 54-60005.000, Containing 0.063 acres
Township: 7; Range: 3; Section: 25; SW ¼: Tax Parcel No.: 67-60003.000, Containing 0.102 acres
Township: 7 Range: 3; Section: 19; SW ¼: Tax Parcel No.: 67-60004.000, Containing 0.2125 acres
Township: 7 Range: 3; Section: 19; SW ¼: Tax Parcel No.: 67-60005.000, Containing 0.25 acres
Township: 7; Range: 4; Section: 11; NE ¼: Tax Parcel No.: 32-00757.001, Containing 0.077 acres
Township: 7; Range: 3; Section: 20; NE ¼: Tax Parcel No.: Unknown (Includes all portions of State Route 250 in Sunny Lane First Addition, Cabinet D, Slide 64), Containing 1.036 acres
Township: 7; Range: 3; Section: 21; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Charose Lane, Cabinet C, Slide 253), Containing 0.643 acres
Township: 6; Range: 3; Section: 22; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Elder Avenue in Montclair, Cabinet A, Slide 143), Containing 0.662955 acres
Township: 6; Range: 3; Section: 22; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Meadow Avenue in 1st Addition to Montclair, Cabinet C, Slide 287), Containing 0.694214 acres

July 31, 2019

Township: 6; Range: 3; Section: 22; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Elm Avenue in Montclair, Cabinet A, Slide 143), Containing 0.233834 acres

Township: 6; Range: 3; Section: 22; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Hill Street in Montclair, Cabinet A, Slide 143), Containing 0.703204 acres

Township: 6; Range: 3; Section: 22; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Woodside Avenue in Montclair, Cabinet A, Slide 143), Containing 1.063905 acres

Township: 6; Range: 3; Section: 22; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Summit Avenue in Montclair, Cabinet A, Slide 143), Containing 1.389567 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 33.328805 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. **July 31, 2019** (effective date) to 11:59 P.M. **July 30, 2024** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

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

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

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

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

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent

terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

The Belmont County Board of Commissioners

Josh Meyer /s/

By: Josh Meyer, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

J. P. Dutton /s/

By: J. P. Dutton, Commissioner

APPROVED AS TO FORM:

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

PROSECUTING ATTORNEY

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated July 31, 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.

EXHIBIT "B"

This Exhibit "B" is attached to and made a part of that certain Oil and Gas Lease dated July 31, 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**, of 101 West Main Street, St. Clairsville, OH 43950, as Lessor and **Ascent Resources – Utica, LLC, an Oklahoma Limited Liability Company, P.O. Box 13678, Oklahoma City, OK 73113**, as Lessee, and is made a part of said lease as if incorporated therein.

Property Tax Parcel Identification Number: 01-60024.000

and is bounded formerly or currently as follows:

On the North by lands of: **Emilie J. Freeman and Garland Freeman**

On the East by lands of: **Belmont County Ohio**

On the South by lands of: **John M. Kubic**

On the West by lands of: **George J. Kubic**

Including lands acquired from **William G. McClain, a widower**, by virtue of deed dated **April 20, 1950**, and recorded in **Book 386, Page 75**, and described for the purposes of this agreement as containing a total of **0.081726** Leasehold acres

Property Tax Parcel Identification Number: 03-00661.000

and is bounded formerly or currently as follows:

On the North by lands of: **Robert H. Balvin and Debra K. Balvin**

On the East by lands of: **Belmont County Commissioners**

On the South by lands of: **William Wesley and Rhonda Wesley**

On the West by lands of: **William M. Wesley and Miranda Wesley**

Including lands acquired from **CSX Transportation, Inc., a Virginia corporation**, by virtue of deed dated **August 4, 1994**, and recorded in

Book 701, Page 167, and described for the purposes of this agreement as containing a total of **0.245** Leasehold acres
Property Tax Parcel Identification Number: 03-00662.000

and is bounded formerly or currently as follows:

On the North by lands of: **Lisa Klug**

On the East by lands of: **The Lloyd Building LLC**

On the South by lands of: **Belmont County Commissioners**

On the West by lands of: **Paul Witsberger and Madelyn P. Witsberger**

Including lands acquired from **CSX Transportation, Inc., a Virginia corporation**, by virtue of deed dated **August 4, 1994**, and recorded in **Book 701, Page 167**, and described for the purposes of this agreement as containing a total of **0.144** Leasehold acres

Property Tax Parcel Identification Number: 03-00663.000

and is bounded formerly or currently as follows:

On the North by lands of: **Belmont County Commissioners**

On the East by lands of: **The Lloyd Building LLC**

On the South by lands of: **Garry Garczyk**

On the West by lands of: **Garry Garczyk**

Including lands acquired from **CSX Transportation, Inc., a Virginia corporation**, by virtue of deed dated **August 4, 1994**, and recorded in **Book 701, Page 167**, and described for the purposes of this agreement as containing a total of **0.144** Leasehold acres

Property Tax Parcel Identification Number: 03-00664.000

and is bounded formerly or currently as follows:

On the North by lands of: **Paul G. Witsberger and Madelyn P. Witsberger**

On the East by lands of: **Joyce A. Apicella**

On the South by lands of: **Belmont County Commissioners**

On the West by lands of: **William Wesley and Rhonda Wesley**

Including lands acquired from **CSX Transportation, Inc., a Virginia corporation**, by virtue of deed dated **August 4, 1994**, and recorded in **Book 701, Page 167**; and from **Belmont County Board of Commissioners**, by virtue of deed dated **September 3, 1997**, and recorded in **Book 734, Page 529**, and described for the purposes of this agreement as containing a total of **8.787** Leasehold acres

Property Tax Parcel Identification Number: 03-00665.000

and is bounded formerly or currently as follows:

On the North by lands of: **Belmont County Commissioners**

On the East by lands of: **Joyce A. Apicella**

On the South by lands of: **Michael J. Yudasz and Leann R. Yudasz**

On the West by lands of: **Barbara Vicker**

Including lands acquired from **CSX Transportation, Inc., a Virginia corporation**, by virtue of deed dated **August 4, 1994**, and recorded in **Book 701, Page 167**, and described for the purposes of this agreement as containing a total of **9.867** Leasehold acres

Property Tax Parcel Identification Number: 03-60002.000

and is bounded formerly or currently as follows:

On the North by lands of: **Wheeling & Lake Erie Railway**

On the East by lands of: **Michael J. Yudasz and Leann R. Yudasz**

On the South by lands of: **Michael J. Yudasz and Leann R. Yudasz**

On the West by lands of: **Colerain Township Trustees**

Including lands acquired from **C.C. Needham and Annabelle E. Needham, his wife**, by virtue of deed dated **April 14, 1911**, and recorded in **Book 186, Page 23**, and described for the purposes of this agreement as containing a total of **0.273** Leasehold acres

Property Tax Parcel Identification Number: 54-00446.000

and is bounded formerly or currently as follows:

On the North by lands of: **Brent A. Tiber**

On the East by lands of: **Bruce Edge**

On the South by lands of: **Belmont Holding Inc.**

On the West by lands of: **Michael J. Yudasz and Leann R. Yudasz**

On the West by lands of: **Colerain Township Trustees**

Including lands acquired from **CSX Transportation, Inc., a Virginia corporation**, by virtue of deed dated **August 23, 1994**, and recorded in **Book 701, Page 267**, and described for the purposes of this agreement as containing a total of **6.591** Leasehold acres

Property Tax Parcel Identification Number: 54-60001.000

and is bounded formerly or currently as follows:

On the North by lands of: **Jeffrey Howard Hand**

On the East by lands of: **Jalynn Nicole Conaway**

On the South by lands of: **Frank J. Widmor**

On the West by lands of: **Jeffrey Howard Hand**

Including lands acquired from **John E. Keiger**, by virtue of deed dated **July 11, 1938**, and recorded in **Book 314, Page 243**, and described for the purposes of this agreement as containing a total of **0.02** Leasehold acres

Property Tax Parcel Identification Number: 54-60004.000

and is bounded formerly or currently as follows:

On the North by lands of: **Frank Widmor**

On the East by lands of: **Douglas E. Brewer**

On the South by lands of: **Belmont County Commissioners**

On the West by lands of: **Wesley A. Neal, Sr. and Michelle Neal**

Including lands acquired from **Joseph Hoyo and Rosa Hoyo, husband and wife**, by virtue of deed dated **July 16, 1945**, and recorded in **Book 351, Page 288**, and described for the purposes of this agreement as containing a total of **0.0449** Leasehold acres

Property Tax Parcel Identification Number: 54-60005.000

and is bounded formerly or currently as follows:

On the North by lands of: **Belmont County Commissioners**

On the East by lands of: **Douglas E. Brewer**

On the South by lands of: **Ronald K. Zambori and Geraldine Zambori**

On the West by lands of: **Wesley A. Neal, Sr. and Michelle Neal**

Including lands acquired from **The Lorain Coal & Dock Company, a corporation**, by virtue of deed dated **December 26, 1962**, and recorded in **Book 465, Page 142**, and described for the purposes of this agreement as containing a total of **0.063** Leasehold acres

Property Tax Parcel Identification Number: 67-60003.000

and is bounded formerly or currently as follows:

On the North by lands of: **Steve Supanik and Christine A. Supanik**

On the East by lands of: **Kirk P. Smolenak and Jennifer Smolenak**

On the South by lands of: **Kirk P. Smolenak**

On the West by lands of: **Kirk P. Smolenak**

Including lands acquired from **Pauline M. McCort, a widow and not re-married**, by virtue of deed dated **June 7, 1973**, and recorded in **Book 539, Page 405**, and described for the purposes of this agreement as containing a total of **0.102** Leasehold acres

Property Tax Parcel Identification Number: 67-60004.000

and is bounded formerly or currently as follows:

On the North by lands of: **Belmont County Commissioners**

On the East by lands of: **Lisa M. Potts and Aaron W. Potts**

July 31, 2019

On the South by lands of: **Lisa Phillips**

On the West by lands of: **Ronald S. Bonnette**

Including lands acquired from **Mary McAllister**, by virtue of deed dated **May 29, 1928**, and recorded in **Book 271, Page 203**, and described for the purposes of this agreement as containing a total of **0.2125** Leasehold acres

Property Tax Parcel Identification Number: 67-60005.000

and is bounded formerly or currently as follows:

On the North by lands of: **Ronald S. Bonnette**

On the East by lands of: **William E. Cominsky**

On the South by lands of: **Belmont County Commissioners**

On the West by lands of: **Ronald S. Bonnette**

Including lands acquired from **Mary McAllister**, by virtue of deed dated **May 29, 1928**, and recorded in **Book 271, Page 203**, and described for the purposes of this agreement as containing a total of **0.25** Leasehold acres

Property Tax Parcel Identification Number: 32-00757.001

and is bounded formerly or currently as follows:

On the North by lands of: **Gary G. Nester**

On the East by lands of: **Belmont County Commissioners**

On the South by lands of: **Gary G. Nester**

On the West by lands of: **Belmont County Commissioners**

Including lands acquired from **Michael Nester and Jennie Nester, husband and wife**, by virtue of deed dated **December 3, 1987**, and recorded in **Book 645, Page 172**, and described for the purposes of this agreement as containing a total of **0.077** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of State Route 250 in Sunny Lane First Addition, Cabinet D, Slide 64)

and is bounded formerly or currently as follows:

On the North by lands of: **Theodore M. Zeroski, Jr. and Ann Zeroski**

On the East by lands of: **German L. Ortiz and Nadine Ortiz**

On the South by lands of: **Barbara L. Jarrett**

On the West by lands of: **James K. Bolon**

Including lands acquired from **Samuel Miller and Francis Miller**, by virtue of plat map dated **December 30, 1975**, and recorded in **Cabinet D, Slide 64**, and described for the purposes of this agreement as containing a total of **1.036** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Charose Lane, Cabinet C, Slide 253)

and is bounded formerly or currently as follows:

On the North by lands of: **Charles C. Paulman, Jr. and Roseanna Paulman**

On the East by lands of: **Charles C. Paulman, Jr. and Roseanna Paulman**

On the South by lands of: **Douglas R. Woods**

On the West by lands of: **Andrew J. Estock, Jr. and Julie R. Estock**

Including lands acquired from **Charles C. Paulman, Jr., et al**, by virtue of plat map dated **November 22, 1974**, and recorded in **Cabinet C, Slide 253**, and described for the purposes of this agreement as containing a total of **0.643** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Elder Avenue in Montclair, Cabinet A, Slide 143)

and is bounded formerly or currently as follows:

On the North by lands of: **William J. Lollini and Sandra K. Lollini**

On the East by lands of: **Audrey Hartline**

On the South by lands of: **Ohio River Properties LLC**

On the West by lands of: **Bret G. Krol**

Including lands acquired from **Mary L. Henderson and Campbell H. Henderson**, by virtue of plat map dated **September 11, 1929**, and recorded in **Cabinet A, Slide 143**, and described for the purposes of this agreement as containing a total of **0.662955** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Meadow Avenue in 1st Addition to Montclair, Cabinet C, Slide 287)

and is bounded formerly or currently as follows:

On the North by lands of: **James P. Baker and Tamara L. Baker**

On the East by lands of: **Dylan Krol**

On the South by lands of: **Charles F. Orum**

On the West by lands of: **Sandra E. Jordan**

Including lands acquired from **Charles D. Leiphart, et al**, by virtue of plat map dated **September 29, 1962**, and recorded in **Cabinet C, Slide 287**, and described for the purposes of this agreement as containing a total of **0.694214** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Elm Avenue in Montclair, Cabinet A, Slide 143)

and is bounded formerly or currently as follows:

On the North by lands of: **William J. Lollini and Sandra K. Lollini**

On the East by lands of: **Bradley J. Ferda**

On the South by lands of: **Valerie A. Young**

On the West by lands of: **Valerie A. Young**

Including lands acquired from **Mary L. Henderson and Campbell H. Henderson**, by virtue of plat map dated **September 11, 1929**, and recorded in **Cabinet A, Slide 143**, and described for the purposes of this agreement as containing a total of **0.233834** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Hill Street in Montclair, Cabinet A, Slide 143)

and is bounded formerly or currently as follows:

On the North by lands of: **William J. Lollini and Sandra K. Lollini**

On the East by lands of: **Audrey Hartline**

On the South by lands of: **Mark A. Neuman**

On the West by lands of: **The Little Realty Co. LLC**

Including lands acquired from **Mary L. Henderson and Campbell H. Henderson**, by virtue of plat map dated **September 11, 1929**, and recorded in **Cabinet A, Slide 143**, and described for the purposes of this agreement as containing a total of **0.703204** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Woodside Avenue in Montclair, Cabinet A, Slide 143)

and is bounded formerly or currently as follows:

On the North by lands of: **Mark A. Neuman**

On the East by lands of: **Mark A. Neuman**

On the South by lands of: **Marvin L. Diab and Cathy A. Diab**

On the West by lands of: **The Little Realty Co. LLC**

Including lands acquired from **Mary L. Henderson and Campbell H. Henderson**, by virtue of plat map dated **September 11, 1929**, and recorded in **Cabinet A, Slide 143**, and described for the purposes of this agreement as containing a total of **1.063905** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Summit Avenue in Montclair, Cabinet A, Slide 143)

and is bounded formerly or currently as follows:

On the North by lands of: **Marvin L. Diab and Cathy A. Diab**

On the East by lands of: **Blain Wildlife Sanctuary**

On the South by lands of: **Michael R. Lodi**

On the West by lands of: **Paul M. Cornwell and Penny Cornwell**

Including lands acquired from **Mary L. Henderson and Campbell H. Henderson**, by virtue of plat map dated **September 11, 1929**, and recorded in **Cabinet A, Slide 143**, and described for the purposes of this agreement as containing a total of **1.389567** Leasehold acres

SIGNED FOR IDENTIFICATION ONLY:

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CITY OF MARTINS FERRY'S APPLICATION FOR USE OF MUNICIPAL STREET FUND/VEHICLE LICENSE TAX

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the City of Martins Ferry's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$39,770.00 based upon the recommendation of Belmont County Engineer, Terry Lively, for street paving on Clinton Street from Euclid Avenue to Grant Avenue.

Note: The estimated cost is \$39,770.00 of which all will be paid from this source.

Upon roll call the vote was as follows:

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

IN THE MATTER OF MAKING REAPPOINTMENTS TO THE BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

Motion made by Mr. Meyer, seconded by Mr. Echemann to make reappointments to the Belmont County Local Emergency Planning Committee (LEPC) pursuant to Ohio Revised Code Section 3750.03, for a two-year term, effective August 14, 2019 through August 14, 2021, and hereby authorize the submittal of the applications for these appointments to the Ohio EPA/SERC (State Emergency Response Committee) for approval:

ELECTED OFFICIALS

Josh Meyer	Belmont County Commissioner
Pending	Belmont County Auditor
Roger Weaver	Pease Township Trustee

FIRE FIGHTING

Greg Probst	Fire Chief, Colerain Fire Department
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LAW ENFORCEMENT

David Lucas	Sheriff, Belmont County
John McFarland	Police Chief, Martins Ferry Police Dept.
Maurice Waddell	Lieutenant, Ohio State Highway Patrol

EMERGENCY MANAGEMENT

Dave Ivan	Director, Belmont County EMA
Becky G. Horne	Exec. Administrative Asst., Belmont County EMA
Michael Bianconi	EMA Volunteer

HOSPITAL

Mark Ackermann	Emergency Prep Coordinator, East OH. Regional Hospital
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FIRST AID

Timothy Callahan	Emergency Services Director, American Red Cross
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HEALTH

Robert Sproul	Deputy Health Commissioner, Belmont Co. Health Dept.
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ENVIRONMENTAL

Richard Lucas	Environmental Health Director, Bel. County Health Dept.
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TRANSPORTATION

Terry Lively	Belmont County Engineer
Dave Schafer	County Superintendent, ODOT

MEDIA

Vacant

COMMUNITY GROUP

Marsha McCort	Lt. Gov. District 18, Barnesville Kiwanis Club
Frank Wojewodka	Emergency Coordinator, Belmont Co. ARES
John A. Regis, Jr.	Belmont County Dept. of Job & Family Services
Kurt Turner	Clergy, Retired

INDUSTRY

Rose Gear	South Central Power Co.
Doug Longenette	Vice-President, United Dairy

OTHER

Bryan Minder	Director, Belmont County 911
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Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes

Mr. Dutton Yes

OPEN PUBLIC FORUM-Sandy Lample from Shadyside questioned if there has been any discussion regarding having a prayer before the start of the meeting. Mr. Meyer said it hasn't been discussed, but they will discuss it.

William Brooks with the St. Clairsville Concerned Citizen Group read a statement in opposition to the City of St. Clairsville selling its water system to Aqua Ohio. Mr. Meyer said, "We are aware of the issue and we have talked to city officials. While it is a separate issue from the county, we will continue to discuss things with the Mayor. It is an issue they are dealing with and I know it is a difficult one." Mr. Dutton said, "We will meet with anyone that wants to come over to discuss this. There are county issues and there are city and village issues, we don't tend to take stances with city and village issues. It's for their leadership to take those positions and try to make the best decision for their residents. We continue to talk to the City of St. Clairsville, we have had an initial conversation with the City of Martins Ferry, with the Village of Bellaire about long-term water and sewer issues. We have been really focused over the last few years in Belmont County in terms of what the long-term status will be of our system. We are trying to have those conversations with the other systems inside Belmont County that are not Belmont County and see if there are ways we can work together in cooperation to make sure that we're trying to avoid unnecessary investment we don't need to make because we are working in partnership with an existing system that maybe we can tie into. We are really looking at some longer term conversations. We started those with the entities I mentioned and plan on continuing those conversations with others we haven't had detailed conversations with yet."

BREAK

State Science Day Resolution

Present: State Science Day participants from the following schools: East Richland Christian, St. John Central, Martins Ferry Christian and St. Mary Central along with teachers and families. The students came before the board and gave an explanation of their project entry.

IN THE MATTER OF ADOPTING THE RESOLUTION IN RECOGNITION OF THE STATE SCIENCE DAY PARTICIPANTS

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the resolution in recognition of the State Science Day Participants.

RESOLUTION IN RECOGNITION OF STATE SCIENCE DAY PARTICIPANTS

WHEREAS, each year State Science Day brings over 1,000 of the best and brightest scientists in Ohio to compete and is recognized throughout the United States of America as the pinnacle of student originated inquiry-based science education; and

WHEREAS, the State Science Day is the academic equivalent of a State Athletic championship and is the largest event of its kind in the nation for students in grades 5 – 12 using "STEM" (science, technology, engineering, and mathematic) research, while also incorporating their communication skills; and

WHEREAS, STEM is the core of our country's economic future. Students who study science technology, engineering and mathematics today are identified as critical to our nation's future; and

WHEREAS, the Belmont County Board of Commissioners does hereby recognize and publicly congratulate (Emma Conners, Gracie Crumm, Jenna Duvall, Alina Handte, Vanessa Murphy, Alex Richards, Drew Roberts, Matthias Sacco, Julie Schlanz, Danica Stoffer, Tim Stoffer, Paul Stecker III, Liam Tomlin) on their achievement in The Ohio Academy of Science State Science Day.

NOW, THEREFORE BE IT RESOLVED, that the Board considers it a privilege to recognize the best and brightest our county has to offer and does encourage all citizens of Belmont County to join in extending congratulations to those Belmont County students for their achievements while participating in the 2019 State Science Day.

Adopted this 31st day of July 2019.

BELMONT COUNTY COMMISSIONERS

Josh Meyer /s/
Jerry Echemann /s/
J. P. Dutton /s/

Upon roll call the vote was as follows:

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

BREAK

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:26 A. M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Vince Gianangeli, DJFS Director, and Lori O'Grady, DJFS HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and promotion of public employees. Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:58 A.M.

Motion made by Mr. Meyer seconded by Mr. Echemann to exit executive session at 10:58 a.m. Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

IN THE MATTER OF PROMOTION AND PAY RANGE ADJUSTMENT FOR CINDY BERRY, KARIE HUNKLER AND NICHOLE COUCH BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the following:

RESOLUTION

WHEREAS, the Ohio Revised Code empowers, the Belmont County Board of Commissioners to establish compensation and set benefit levels for the Belmont County Department of Job and Family Services non-bargaining unit employees; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

July 31, 2019

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to promote Cindy Berry from the position of Child Support Case Manager to Child Support Supervisor. Ms. Berry's wage will be in accordance with the non-bargaining unit pay scale, effective August 4, 2019.

RESOLUTION

WHEREAS, the Ohio Revised Code empowers, the Belmont County Board of Commissioners to establish compensation and set benefit levels for the Belmont County Department of Job and Family Services non-bargaining unit employees; and
WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to promote Karie Hunkler from the position of Child Support Supervisor to Child Support Administrator. Ms. Hunkler's wage will be in accordance with the non-bargaining unit pay scale, effective August 4, 2019.

RESOLUTION

WHEREAS, the Ohio Revised Code empowers, the Belmont County Board of Commissioners to establish compensation and set benefit levels for the Belmont County Department of Job and Family Services non-bargaining unit employees; and
WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to promote Nichole Couch from the position of Children Services Case Manager to Children Services Supervisor. Ms. Couch's wage will be in accordance with the non-bargaining unit pay scale, effective August 18, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Dutton	<u>Yes</u>

July 31, 2019

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:11 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 12:11 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 7th day of August, 2019.

Josh Meyer /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

J. P. Dutton /s/ _____

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