

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, Commissioners and Bonnie Zuzak, 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. Dutton, 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 \$1,327,008.01

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0082-A002-C32.010 Supplies	E-0082-A002-C31.002 Salaries Employee	\$2,000.00
E-0082-A002-C32.010 Supplies	E-0082-A002-C36.003 PERS	\$5,000.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A25.000 Housing of Inmates	\$8,695.61

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT/AUDITORS

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$164.92

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, 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 October 7, 2020:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0055-A004-B19.000	County Buildings	\$105.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, 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 October 07, 2020 meeting:

A00 GENERAL FUND

E-0051-A001-A28.000	Other Expenses	\$121.94
E-0055-A004-B01.002	Salaries-Employees	\$230.08
E-0055-A004-B19.000	County Buildings	\$1,214.05
E-0057-A006-F08.000	Other Expenses	\$2,670.96
E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$19,870.48
E-0170-A006-G12.000	Indigent Clients-Payment to State	\$903.00
E-0181-A003-A02.000	Poll Workers Salaries	\$7,835.24
E-0257-A015-A14.000	Attorney Fees	\$387.00

H00 PUBLIC ASSISTANCE/BCDJFS

E-2510-H000-H17.000	Other Expenses	\$23,042.86
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H11 FAMILY CHILDREN FIRST COUNCIL/BCDJFS

E-2770-H011-H14.000	Flexible Funding Pool	\$21,653.23
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S40.000	Grant Holding Account	\$322,716.53
E-8010-S030-S54.000	Food	\$60.00

S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8010-S032-S00.000	Activity Fund	\$71.40
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$23.40
E-0131-A006-A17.010	Cruisers	\$3,687.23
E-0131-A006-A20.000	False Alarms	\$50.00
E-0131-A006-A23.000	Background	\$615.00
E-0131-A006-A24.000	E-SORN	\$662.00
E-5100-S000-S01.010	Commissary	\$21,279.93
E-5101-S001-S06.000	CCW License	\$2,999.00
E-5101-S001-S07.012	CCW Equipment	\$3,250.00
E-9710-U010-U06.000	Reserve	\$1,293.75

Upon roll call the vote was as follows:

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

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

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

GENERAL FUND/ANIMAL SHELTER-\$2,320.96 deposited into R-0057-A006-A01.500 balance available as of 09/30/2020 (*General donations paid in on various dates in September 2020*). **\$350.00** deposited in R-0057-A006-A03.500 balance available as of 09/30/2020 (*Adoption fees paid in on various dates in September 2020*).

GENERAL FUND/REIMBURSEMENT COVID 19-The following was deposited into R-0050-A000-A46.500 on October 6, 2020:

\$230.08 FFCRA Building and Ground

\$121.94 For public individuals to attend weekly Commissioners' meeting via video conferencing

\$1,214.50 For supplies and materials purchased to clean all county buildings and protect against COVID 19

\$1,566.52 TOTAL

VOIDED CHECK-#231816/2019 CLOSED PO-

General Fund

PO# 522117 E-0055-A004-B19.000 County Buildings \$105.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR SEPTEMBER, 2020**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of September 2020.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,131.98
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	380.80
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	963.20
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,233.14
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,450.84
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	386.40
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,640.14
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,668.17
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,260.70
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,645.69
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,127.39
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	618.66
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	3,874.79
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,924.69
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,742.95
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,192.48
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	6,638.22
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,807.44
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	23,833.75
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,154.40
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,126.90
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,680.52
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	3,437.94
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,327.39
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.01
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	345.12
345			106,970.47
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,490.59
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,126.81
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	65.92
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	701.46
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	356.66
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	

October 7, 2020

Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	626.72
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	1,182.50
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	460.28
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	740.08
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	882.58
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	89.60
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	235.22
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	878.16
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	59.30
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	38.74
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	47,825.17
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	2,017.40
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,244.60
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,781.97
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,032.94
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	13,640.63
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,760.63
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,052.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	324.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,364.74
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	620.22
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	1,055.45
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	718.49
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,437.00
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	16,900.09
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,818.63
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,400.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,118.50
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,157.99
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,422.89
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	806.78
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	538.46
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	36,102.54
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	18,625.26
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	294.81
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,024.92
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	624.26
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	489.80
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	602.18
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	132.44
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,100.47
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	339.24
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	484.62

DRETAC-TREASURER E-1410-W082-T05.003 R-9895-Y095-Y01.500 637.28
316,018.83

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS FOR SEPTEMBER & OCTOBER 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for Hospitalization Chargebacks for September & October 2020.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	12,449.86
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	20,160.01
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	46,944.54
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	12,449.86
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	3,312.26
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	0.00
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,312.26
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	3,312.26
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	1,256.54
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	11,022.41
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	0.00
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	0.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	11,193.32
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	157,163.84
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	181,488.18
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	17,455.46
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,256.54
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	7,881.06
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	57,680.50
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	22,157.96
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	3,643.48
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	104,625.04
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	12,050.27
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,312.26
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,312.26
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,312.26
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	29,468.52
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,256.54
	WATER DEPARTMENT		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	68,935.36
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	20,147.98
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	11,915.25

E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	662.46
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	264.98
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	3,643.50
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,874.82
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	599.63
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	4,540.67
E-2233-F081-F01.001	Public Health EM Readiness	R-9891-Y091-Y01.500	1,159.28
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	582.52
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	496.84
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	599.63
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	5,200.24
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	298.08
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	182.16
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,256.54
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	4,568.80
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	6,624.52
TOTALS			866,030.75

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HSA CHARGEBACKS/OCTOBER 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HSA Chargebacks for October 2020.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	60.70
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y12.500	60.70
TOTALS			121.40

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated October 7, 2020, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 30, 2020.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, 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, for 72 years, State Science Day has been the pinnacle of academic achievement for students pursuing inquiry-based scientific research and engineering design; and
WHEREAS, this year’s event was to have been held at The Ohio State University, but was successfully converted to an online competition to comply with the State of Ohio’s health and safety mandates to combat the effects of COVID-19. 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, Ryland Wehr, Alina Handte, Lainie Anderson, Danica Stoffer, Tim Stoffer, Paul Stecker III, Emma Marl, Abram Miller, Keyuri Morgan, Olivia Stephens) 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 2020 State Science Day.
Adopted this 7th day of October 2020.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

Mr. Dutton said the participants are not in attendance due to the restrictions of COVID. He recognized the individuals listed in the resolution. They are as follows: Emma Conners, Ryland Wehr, Alina Handte, Lainie Anderson, Danica Stoffer, Tim Stoffer, Paul Stecker III, Emma Marl, Abram Miller, Keyuri Morgan and Olivia Stephens. Mr. Dutton congratulated them on their achievements.

IN THE MATTER OF APPROVING THE CERTIFICATION OF THE DELINQUENT ACCOUNTS FOR WATER AND SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the certification of the delinquent accounts for the Belmont County Water and Sewer District to the Belmont County Auditor to be placed on the Tax Duplicate and collected in the same manner as other real estate taxes for the year 2020.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, 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 October 7, 2020, in the amount of \$4,500 per net acre for 2.262 acres located in Richland and Pultney Townships, for a five-year term, 20% royalty. Total Payment Amount: \$10,179.00.

PAID-UP OIL & GAS LEASE

Lease No. _____

This Lease made this 7th day of October, 2020, by and between: The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer 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 Richland and Pultney, in the County of Belmont, in the State of Ohio, and described as follows:

Township: 7; Range: 4; Section: 33; SE ¼: Tax Parcel No.: Unknown (Includes that portion of County Road 80, a/k/a Pogue Road, in section 33 in Plat of Commerce Park, Cabinet E, Slide 318), Containing 1.684 acres
Township: 6; Range: 3; Section: 2; SW ¼: Tax Parcel No.: Unknown (Includes all portions of Farview Boulevard in Ciofani's First Addition, Cabinet C, Slide 150), Containing 0.578 acres

See attached Exhibit “B” attached hereto and made a part hereof.

and described for the purposes of this agreement as containing a total of 2.262 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. October 7, 2020 (effective date) to 11:59 P.M. October 6, 2025 (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.

This Lease is made further subject to the terms and conditions contained in Exhibit "A" attached hereto and made a part hereof (which terms and conditions are an integral part of this Lease).

IN WITNESS WHEREOF, Lessor and Lessee hereunto set hand and seal.

LESSOR:

The Belmont County Board of Commissioners

J. P. Dutton /s/

By: J.P. Dutton, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

Josh Meyer /s/

By: Josh Meyer, Commissioner

LESSEE:

Ascent Resources – Utica, LLC
An Oklahoma Limited Liability Company

By: Kade R. Smith, Attorney-in-Fact

APPROVED AS TO FORM:

David K. Liberati /s/ Assist PA

PROSECUTING ATTORNEY

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated October 7, 2020, by and between The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer as Commissioner, as Lessor(s), and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company, as Lessee ("Lease"), to wit:

In the event any of the terms and conditions contained in this Exhibit "A" alter, conflict with, or are inconsistent with any of the terms and conditions contained in the printed form to which this Exhibit "A" is attached, the terms and conditions contained in this Exhibit "A" shall be controlling.

Any capitalized terms in this Exhibit "A", which are not defined in this Exhibit "A," shall have the meaning given to such terms in the printed form to which Exhibit "A" is attached.

1. **Compliance.** Lessee's operations under said land shall comply with all applicable federal and state regulations.
2. **No Surface Rights.** Notwithstanding any language to the contrary contained in the Lease or this Exhibit "A", 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 Leasehold 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 Leasehold 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. The parties agree that no language in the Lease or attached Exhibit "A" shall give the Lessee any right to conduct surface activities on the Leasehold.
3. **No Storage Rights.** Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described Leasehold shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the Leasehold with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.
4. **Disposal Wells.** Lessee is not granted any right whatsoever to use the Leasehold, or any portion thereof, for construction and/or operation of any disposal well, injection well, or the construction and/or operation of water disposal facilities. Lessor does not grant and Lessee does not acquire any right to use any portion of the Leasehold 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. The right to dispose of or inject any waste products, including, but not limited to, waste water and/or brine on or below the Leasehold is specifically excluded from this Lease.
5. **Oil and Gas Only.** This Lease shall cover only oil and gas, casinghead gas, casinghead gasoline and other gases and their respective constituent vapors, liquid or gaseous hydrocarbons (but no coalbed methane) that may be produced in association therewith through the well bore. All other minerals including, but not limited to, lignite, coal, uranium, other fissionable material, geothermal energy, sulphur, gravel, rock, stone, copper and metallic ores are not included in this Lease.
6. **Formations Granted.** Lessor reserves all oil, gas and other mineral rights from the surface to the top of the Queenston Shales, other than such rights allowed to Lessee to drill through such reserved portions as are necessary for Lessee to have access to the Queenston Shales and below. This Lease shall only cover formations below the Queenston Shales, including but not limited to the Utica and Point Pleasant formations.
7. **Leasehold Identification.** Notwithstanding any other provision in the Lease, including that provision being what is commonly known in lease terminology as a "Mother Hubbard Clause," it is understood and agreed that the Lease is valid only as to the specific parcels described and identified in the Lease. This Lease does not include any parcels adjacent or contiguous to the land described in the Lease which are not specifically described in the Lease. If a survey or an examination of real property records should reveal that the parcels identified in the Lease contain more than 9.879565 acres, the Lease will include such additional acreage and Lessee shall pay Lessor a bonus payment thereon.
8. **Lease Term.** This Lease shall continue beyond the primary term only for as long as oil, gas or other liquid hydrocarbons are produced in paying quantities from the Leasehold (or lands pooled or unitized therewith) or Lessee is conducting Operations in search of oil and gas under the Leasehold with no cessation of more than ninety (90) consecutive days. If there is a dispute concerning the extension of the Lease beyond the primary term, payments to the Lessor shall not be conclusive evidence that the Lease has extended beyond the primary term.

9. Operations. "Operations" shall mean only (a) the production of oil, gas or other liquid hydrocarbons in paying quantities subsequent to drilling or (b) the actual drilling, completing, stimulating, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, conducted in good faith and with due diligence. Operations in search of oil, gas and their constituents shall be deemed to commence when the top hole is spud, i.e., the drill bit has hit the ground.
10. Gross Royalty. The Lessee covenants and agrees to pay the Lessor, for all oil, gas, associated hydrocarbons, and marketable by-products produced from the Leasehold, a royalty equal to twenty percent (20%) of the gross proceeds of all oil and gas, and all of their liquid and gaseous constituents produced from or on the Leasehold and sold by Lessee in an arms-length transaction with an unaffiliated bona fide purchaser. It is the intent of the parties hereto that the royalty to be paid is based on the gross proceeds paid to Lessee by an independent third party. The royalty set forth in this Lease shall apply to all oil and gas, and all of their liquid and gaseous constituents, in, on and underneath the Leasehold, including but not limited to natural gas liquids (including but not limited to ethane, pentane, propane, butane and natural gasoline), casinghead gas, condensate, oil and/or other hydrocarbon byproducts removed or recovered from the Leasehold or lands pooled/unitized therewith. For purposes of this Lease, "gross proceeds" means the total consideration paid to Lessee for oil and gas, and all of their liquid and gaseous constituents, produced from the Leasehold free and clear of all costs and expenses. Lessee and Lessor agree that royalties accruing to Lessor under this Lease shall be paid without deduction, directly or indirectly, of any pre-production or post-production costs and/or expenses including but not limited to those relating to producing, gathering, storing, dehydrating, compressing, processing, separating, fractionating, treating, transporting, stabilizing and marketing the oil, gas and other products produced hereunder.

All royalties that may become due hereunder shall commence to be paid on the first well completed on the Leasehold within one hundred-twenty (120) days after the first day of the month following the month during which any well is completed and commences production into a pipeline or oil into transport for sale of such production. On each subsequent well, royalty payments must commence within one hundred-twenty (120) days after the first day of the month following the month during which any well is completed and commences production into a pipeline for sale or oil into transport of such production. Thereafter, all royalties on oil shall be paid to Lessor on or before the last day of the second month following the month of production, and all royalties on gas shall be paid to Lessor on or before the last day of the third month following the month of production. Royalties not paid when due shall bear interest at the prime rate as published by the Wall Street Journal as of the date payment is first due, plus two and a half percent (2.5%) per annum.

11. Pugh Clause.

a) Horizontal Pugh Clause: As to any Leasehold acreage which is not included within a drilling or production unit at the expiration of the primary term or any extension thereof, this Lease shall automatically terminate and be of no further force or effect as to such acreage.

b) Vertical Pugh Clause: At the end of the primary term, including any extension of the primary term, this Lease shall terminate as to all strata, depths and horizons under each drilling or production unit lying more than two hundred (200) feet below the stratigraphic equivalent of the base (bottom) of the deepest formation from which production of oil or gas in paying quantities is being maintained (or, in the case of a shut-in gas well, can be maintained).

12. Limitation of Forfeiture. In the event Lessor considers that Lessee has breached this Lease or that Lessee has not complied with its obligations hereunder, both express and implied, including the non-payment of royalty or rent, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee is in default or Lessee has breached this Lease. Lessee shall then have thirty (30) days after date of receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor, or to correct any default. The service of said notice shall be precedent to the bringing of any claim or action by Lessor on this Lease for any cause, and no such claim or action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches or the default shall be deemed an admission or presumption that Lessee has failed to perform all of its obligations hereunder. Upon breach or default by Lessee, Lessor shall be entitled to exercise any and all remedies available at law, in equity or otherwise, each such remedy being considered cumulative. No single exercise of any remedy set forth herein shall be deemed an election to forego any other remedy.

13. Signing Bonus. Lessee agrees to pay Lessor a signing bonus of Four Thousand Five Hundred Dollars (\$4,500.00) for each net acre contained within the Leasehold. This signing bonus shall be paid under the terms set forth in the associated Order of Payment.

14. Extension of the Primary Term. Lessee has the option to extend the primary term of this Lease for one (1) additional five (5) year period. This option may be exercised by Lessee by notifying Lessor in writing of Lessee's intent to exercise its option and simultaneously therewith paying to Lessor in full, prepaid at any time prior to termination of the primary term, a lease bonus for the 5-year renewal period equal to the Signing Bonus set forth herein. Lessor and Lessee agree that such extension payment shall be based upon the net acres in the Leasehold which are not included in drilling or production units or otherwise being maintained by other provisions in the Lease at the expiration of the primary term.

15. Taxes. Lessor shall pay all Ad Valorem taxes on the property covered by this Lease, except to the extent of any increase in Ad Valorem taxes attributable solely to Lessee's operations under this Lease. Lessee shall pay all Ad Valorem taxes which are attributable solely to Lessee's operations under this Lease. In the event Ad Valorem taxes under the tax and assessment structure in effect on the signing of this Lease pertaining or attributable to the lands covered by this lease are increased by reason of Lessee's operations relating to the Leasehold, Lessee shall be solely responsible for paying the amount of such increase in taxes and shall reimburse Lessor for the amount of such increase within 30 days after receiving from Lessor written documentation supporting such increase. Despite anything to the contrary, Lessee shall be responsible for payment of all severance taxes associated with production of oil and gas under this Lease, but shall withhold from Lessor's royalty payments, the portion of severance taxes attributable to Lessor's royalty share if Lessee pays Lessor's share on Lessor's behalf. Lessee agrees to pay for any CAUV recoupment incurred by Lessor as a result of Lessee's operations under this Lease, but any such payment shall be based only upon the acreage actually disturbed by Lessee. Subsequent to the execution of this Lease, if there is a change in the Ohio tax code that provides for an increase in severance taxes or other taxes attributable to or resulting from oil and gas production from the Leasehold, Lessor and Lessee agree to abide by the law and pay their proportionate share accordingly.

16. Delay in Marketing. Notwithstanding anything herein contained to the contrary, Lessee agrees that the "Delay in Marketing" paragraph contained in the Lease is hereby deleted. Any other references to Delay in Marketing that are contained in this Lease are also hereby deleted.

17. Shut-In. If all wells on the Leasehold capable of producing gas in paying quantities, are shut-in for any reason and gas is not sold or used off the Leasehold (which wells are herein sometimes called a "shut-in" gas well), for longer than sixty (60) consecutive days, Lessee shall pay or tender to Lessor, as shut-in gas well royalty, a yearly sum (payable quarterly or at the end of the shut-in period, whichever first occurs) equal to Fifty Dollars (\$50.00) 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. The first such payment of shut-in gas well royalty is to be made on or before thirty (30) days after the end of the above referenced sixty (60) day period. Succeeding payments may be made annually thereafter on or before the anniversary of the due date of such payment. Notwithstanding the making of such shut-in gas well royalty payments, Lessee shall be and remain under the continuing obligation to (a) use all reasonable efforts to find a market for said gas and to commence or resume marketing same when a market is available, (b) reasonably develop the lands then subject to this Lease, and (c) drill all such wells on the lands then subject to this Lease as may be reasonably necessary to protect same from drainage by wells on adjoining or adjacent lands. It is understood and agreed that this Lease may not be maintained in force for an continuous period of time longer than forty-eight (48) consecutive months, or sixty (60) cumulative months after the expirations of the primary term hereof solely by the provision of the shut-in royalty clause.

18. No Title Warranty. This Lease is made without warranty of title express, implied or statutory. Lessor makes no representations as to its right, title or interest in the Leasehold, and does not warrant title or agree to defend title to the Leasehold. It shall be Lessee's burden and obligation to assure itself of the quality of title to the Leasehold. All payments made to Lessor under this Lease are non-refundable.

19. Liens Against Lessee. In the event any lien or encumbrance (except and not including any lien or encumbrance in the nature of a security interest conveyed by Lessee for purposes of financing operations on the Leasehold) is filed against the Leasehold out of or pertaining to the operations by Lessee, Lessee shall within forty-five (45) calendar days following the date such lien or encumbrance is recorded cause such lien or encumbrance to be released from record, and Lessee shall provide Lessor written evidence of such release.

Lessee's contention that the lien or encumbrance arises from a bona fide dispute shall not be grounds for Lessee's failure or refusal to remove the lien or encumbrance as required herein.

20. Pooling and Unitization. Lessee shall have the right to pool, unitize, or combine all or part of the Leasehold with any other contiguous leased lands prior to drilling. The Leasehold shall not be pooled or unitized in a drilling or production unit which shall exceed eighty (80) acres for a vertical well. The Leasehold shall not be pooled or unitized in a drilling or production unit which shall exceed six hundred forty (640) acres for a horizontal well unless the wellbore extends beyond 6,000 feet in horizontal length in the unit in which case the unit shall not exceed twelve hundred and eighty (1280) acres. Lessee shall furnish to Lessor a copy of the declaration of the unit of which any portion of the Leasehold shall be a part, including a copy of all plats, maps, and exhibits to such application or declaration.
21. Implied Covenants. No language included in this Lease shall have the effect of negating any implied covenant recognized under applicable law and all implied covenants recognized under applicable law shall be included in this Lease.
22. Arbitration. The paragraph entitled "Arbitration" and any reference to arbitration contained in this Lease shall be deleted in their entirety. In the event of a disagreement between Lessor and Lessee concerning this Lease or any related document, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall only be determined by arbitration if both parties agree to arbitrate in writing at the time the dispute arises, otherwise the dispute shall be determined by the court of common pleas in the county in which the Leasehold is located. No language included in this Lease shall have the effect of requiring the parties to resolve any disputes by arbitration. This Lease and all related documents shall be governed by and construed in accordance with the laws of the State of Ohio.
23. Release of Lease. Upon expiration, surrender or other termination of this Lease as to any portion of the Leasehold, Lessee shall deliver to Lessor, within sixty (60) days after the date of termination, surrender or expiration, a release or other written cancellation of this Lease in recordable form. In the case of a partial release, Lessee shall deliver a plat showing the specific acreage being released and a partial release containing a description of the acreage and depths being released, in form suitable for recording.
24. Assignment. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any horizon, subject to the written consent of the Lessor which shall not be unreasonably withheld. Provided, however, that consent from the Lessor shall not be required in the event of an assignment by Lessee: to an affiliate, subsidiary, or internal partner, joint venture partners or in consequence of a merger or amalgamation. Lessee shall notify Lessor of such assignment and furnish Lessor a true copy of any assignment. All of the covenants, obligations, and considerations of this Lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No assignment by Lessee (or any assignee of Lessee) of all or any part of or interest in this Lease shall relieve Lessee (or any assignee of Lessee) of any liability for breach of any covenant, warranty or other obligation of Lessee hereunder, whether theretofore or thereafter accrued. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of this Lease to the same extent as if such assignee were an original party to this Lease. If the Lessor or any of the Lessor's successors or assigns requests a full executed copy of the Lease from the Lessee, or its successors or assigns, then such copy (including Exhibit "A") shall be provided to such party so requesting within thirty (30) days of the request being made.
25. Force Majeure. Should Lessee be prevented from complying with any express or implied covenant of this Lease (except payment of money), or from conducting drilling or reworking operations or producing oil and gas by reason of force majeure including fire, flood, natural disasters, war, sabotage, rebellion, insurrection, riot, or other Acts of God, or as the result of any federal or state law, order, rule or regulation of governmental authority, Lessee shall provide notice to Lessor of the nature of the Force Majeure, indicate the expected length of delay, and work diligently to remove or resolve the force majeure event. In no event shall this Lease be held in effect due to the terms contained in the force majeure clause for any continuous period of time longer than ninety-six (96) cumulative months after the expiration of the primary term.
26. Audit Rights. Lessee grants to Lessor or Lessor's designee the right at Lessor's expense, to examine, audit, copy or inspect books, records, and accounts of Lessee pertinent to the audit purpose of verifying the accuracy of the reports and statements furnished to Lessor, and for checking the amount of payments lawfully due to Lessor under the terms of this Lease. In exercising this right, Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee at the sole cost and expense of Lessor. Lessor shall not have the right to audit more than once every twelve (12) month period. However, if the amount of exceptions or deficiencies in royalty payments revealed by the audit equal or exceed 125% of the cost and expense of the audit, then the Lessee shall bear the cost and expense of the audit and all monies due as a result of the audit findings (audit exceptions, costs, and expenses) shall be payable within ninety (90) days of the final determination of the amounts due. Upon Lessor's written request (which request shall not be made more than two (2) times in any calendar year), Lessee shall provide to the Lessor information relevant to the production, use, transfer, disposal and sale of oil and gas from wells on the Leasehold or lands pooled or unitized therewith. Such production information shall be strictly confidential and Lessor agrees to not provide any such information to any party without prior written consent of Lessee.
27. Indemnity. Lessee agrees to defend, indemnify and hold harmless Lessor and Lessor's heirs, successors, representatives, agents and assigns ("Indemnitees"), from and against any and all claims, demands and causes of action for injury (including death) or damage to persons or property or fines or penalties, or environmental matters arising out of, incidental to or resulting from the operations of or for Lessee or Lessee's servants, agents, employees, guests, licensees, invitees or independent contractors, and from and against all costs and expenses incurred by Indemnitees by reason of any such claim or claims, including reasonable attorneys' fees; and each assignee of this Lease, or an interest therein, agrees to indemnify and hold harmless Indemnitees in the same manner provided above. Such indemnity shall apply only to any claim arising out of operations conducted under or pursuant to this Lease, however caused and whether based upon negligence, contract, statute, strict liability or other grounds or reasons, provided, however, such indemnity shall not apply to claims arising out of the negligence of Lessor, Lessor's guests or invitees not arising out of, incidental to, or resulting from, the operations of or for Lessee. The terms hereof shall survive the expiration or surrender of this Lease.
28. Hazardous Materials. Lessee's use of any substances which are defined as a "hazardous material" or "toxic substance" or "solid waste" in applicable federal, state or local laws, statutes or ordinances shall comply with all applicable laws and regulations. Should any pollutant, hazardous material, toxic substance, contaminated waste or solid waste be released on the Leasehold, for any reason, in any quantity, Lessee shall notify all appropriate governmental entities of such an event, and then immediately thereafter notify the Lessor, and shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the release, including but not limited to penalties.
29. Water Quality Testing. Prior to commencing drilling operations, Lessee, at its sole cost and expense, shall test the water quality of Lessor's water source(s) located within two thousand feet (2,000') of Lessee's well pad that are identified by Lessor as currently utilized for human and/or domestic livestock consumption. Lessor's water sources being tested must have functioning pumps installed.

Samples from Lessor's water source(s), covered by this agreement, will be analyzed for Lessee's standard baseline parameter list of general water quality indicators including methane levels. Testing of Lessor's water supply shall be conducted by an independent testing laboratory, selected by Lessee, having state and/or National Environmental Laboratory Accreditation Program (NELAP) accreditations. In the event Lessor claims that Lessee's drilling operations have adversely and materially affected Lessor's water source(s), Lessee shall again test Lessor's water source(s) to ensure that said water supply is not or has not been adversely and materially affected by Lessee's drilling operations, including changes in flow or quality, color, smell or taste. Lessor shall be notified prior to any water sampling events, and Lessor or its agents or representatives shall have the right to be present during such events. The results of these tests will be provided to Lessor within 30 days of Lessee's receipt of the final results from the independent testing laboratory unless otherwise required by state or regulatory agency. Only non-invasive means of testing shall be used; Lessee shall not be required to pull pumps, move windmills, etc.

In the event the water quality of such water source(s) is reduced and/or materially and adversely altered or polluted primarily as a result of Lessee's operations, Lessee shall take any and all reasonable steps to restore the water supply to its condition prior to Lessee's operations. During the period of water replacement/remediation, Lessee shall supply Lessor with an adequate supply of potable water consistent with Lessor's use of the damaged water supply prior to Lessee's operation and shall comply with all applicable regulations of the State of Ohio and the Federal government. Lessee shall not be responsible for diminished water quality of Lessor's water source(s) due to causes out of Lessee's control, including but not limited to seasonal variability and drought conditions.

30. Water Quantity Testing. In addition to the water quality testing outlined, Lessee shall conduct water quantity testing of Lessor's registered water wells located within two thousand Feet (2,000') of Lessee's well pad that are identified by Lessor as currently utilized for human and/or domestic livestock consumption. Lessor hereby acknowledges that invasive water quantity testing is accompanied with inherent risk, not all of which can be prevented, mitigated, or rectified by Lessee. Lessee shall not be liable for normal use of a water source including, but not limited to the wear and tear of mechanical components and tubing.

Such testing shall be conducted prior to the commencement of drilling operations on the Leasehold. In the event Lessor claims that Lessee's drilling operations have adversely and materially diminished the quantity of said water source(s), Lessee shall again test Lessor's water source(s) to ensure that the quantity of said water wells has not or has not been adversely and materially diminished by Lessee's drilling operations. Lessee shall bear sole responsibility for any and all costs associated with water quantity testing conducted by Lessee. The results of these tests will be provided to Lessor within 30 days of Lessee's receipt of the final results from the independent testing laboratory unless required otherwise by state or regulatory agency. Lessee shall not be responsible for diminished water quantity of Lessor's water source(s) due to causes out of the Lessee's control, including but not limited to seasonal variability and drought conditions..

All samples drawn in order to meet the requirements of this section shall be taken from an available cold water spigot nearest to the water well (prior to any home treatment system, whenever possible). Such water quantity testing shall utilize a timed bucket test to measure the flow rate of Lessor's water well at full open valve position (based on the current mechanical configuration of Lessor's water well) in addition to a water level measurement in Lessor's water well. Such water quantity testing shall be obtained only from readily accessible and safe water well locations, as deemed by Lessee. Lessor shall provide Lessee with information about Lessor's water well based, including but not limited to the completion of Lessee's Water Supply Survey and the registered Well Log records (completed at the time of installation of the water well) within 30 business days of receipt.

In the event water quantity measuring equipment cannot be retrieved from Lessor's well, Lessee shall undertake reasonable efforts to retrieve such equipment and shall be solely responsible for the costs associated with such efforts. Further, Lessee shall not be liable for potential future costs or liability of mechanical equipment in Lessor's well if, at the conclusion of water quantity testing, the equipment remains functioning at pre-testing conditions.

Should the quantity of Lessor's water well be reduced primarily as a result of Lessee's operations, as determined by a court or state agency having competent jurisdiction, Lessee shall take all reasonable and prudent steps to restore water quantity to its pre-existing condition as noted at the time of Lessee's pre-drill water quantity testing or compensate Lessor for the damage and inconvenience caused thereby.

In the event the water quantity of Lessor's water well is reduced as a result of Lessee's operations, as determined by a court or state agency having competent jurisdiction, Lessee shall take any and all reasonable steps to restore quarter quantity to its condition prior to Lessee's operations as noted at the time of Lessee's pre-drill water quantity testing or compensate Lessor for the damage and inconvenience caused thereby. During the period of water replacement/remediation, Lessee shall supply Lessor with an adequate supply of potable water consistent with Lessor's use of the damaged water supply prior to Lessee's operation and shall comply with all applicable regulations of the State of Ohio and the Federal government.

31. Water Usage. Lessee agrees not to use any surface or subsurface water from the Leasehold, including water from Lessor's wells, ponds, springs, lakes, reservoirs or creeks located on the Leasehold, without Lessor's written consent and agreement with Lessor, separate from this Lease. Lessee shall not drill or operate any water well, take water, or inject any substance into the subsurface, or otherwise use or affect water in subsurface water formations. In the event any of Lessee's operations under the Lease damage, disturb, contaminate, pollute, or injure any water sources on the Leasehold, Lessee shall take prompt action to correct any such damage, contamination, pollution, disturbance or injury at its sole expense.

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

33. R.C. §307.11. The Lease term shall be subject to Ohio Revised Code 307.11 as may be modified or amended.

LESSOR:

The Belmont County Board of Commissioners

J. P. Dutton /s/

By: J.P. Dutton, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

Josh Meyer /s/

By: Josh Meyer, Commissioner

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FROM OHIO-WEST VIRGINIA EXCAVATING COMPANY FOR ENGINEER'S PROJECT 20-8 BEL-CR4-7.17 WALL REPLACEMENT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 2 from Ohio-West Virginia Excavating Company for Engineer's Project 20-8 BEL-CR4-7.17 (Willow Grove Road) WALL REPLACEMENT for a net change of \$1,331.41 for a new contract total of \$449,914.16.

Note: The additional cost is due to a change in quantities.

CHANGE ORDER NO. 2
SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #20-8: BEL-CR4-7.17 WALL REPLACEMENT

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 7th day of October, 2020 between OHIO - WEST VIRGINIA EXCAVATING COMPANY, P.O. Box 128, Powhatan Point, Ohio 43942, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said OHIO - WEST VIRGINIA EXCAVATING COMPANY hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to replace a damaged retaining wall and roadway section on CR4 (Willow Grove Road) and all related Work described by the Contract Documents.

CHANGE ORDER
*** ADDITIONAL QUANTITIES ***

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR4	37.5 FT	GUARDRAIL, TYPE MGS	\$32.00	+ \$1,200.00
CR4	75 FT	GUARDRAIL REBUILT, TYPE 5	\$28.00	+ \$2,100.00
CR4	0.23 CY	ASPHALT CONCRETE BASE, PG64-22	\$210.00	+ \$48.30
CR4	1.31 CY	ASPHALT CONCRETE SURFACE CRSE, TYPE 1	\$220.00	+ \$288.20

CR4	1 LS	BACKFILL 24" CONDUIT TRENCH, PURCHASE 24" CONCRETE CONDUIT MATERIAL	\$7,313.66	+ \$7,313.66
		TOTAL ADDITIONS		+ \$10,950.16

*** NON-PREFORMED QUANTITIES ***

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR4	43.75 FT	GUARDRAIL, TYPE 5, LONG-SPAN	\$43.00	- \$1,881.25
CR4	37.5 FT	GUARDRAIL, TYPE MGS, LONG-SPAN	\$33.00	- \$1,237.50
CR4	16 FT	24" CONDUIT, TYPE A, APP, 706.02	\$206.25	- \$3,300.00
CR4	1 EACH	ANCHOR ASSEMBLY REMOVED FOR REUSE	\$550.00	- \$550.00
CR4	1 EACH	ANCHOR ASSEMBLY REBUILT	\$1,200.00	- \$1,200.00
CR4	0.10 MI	EDGE LINE, 4" (642)	\$7,500.00	- \$750.00
CR4	0.05 MI	CENTER LINE (642)	\$14,000.00	- \$700.00
		TOTAL DEDUCTIONS		- \$9,618.75
TOTAL AMOUNT OF CHANGE ORDER NO. 2				+ \$1,331.41

Reason for contract – all quantities based on field measurements and additional required repairs.

SUMMARY

ORIGINAL CONTRACT	\$431,282.75
ADDITIONS - CHANGE ORDER NO. 1	+ \$20,800.00
DEDUCTIONS - CHANGE ORDER NO. 1	- \$3,500.00
ADDITIONS - CHANGE ORDER NO. 2	+ \$10,950.16
DEDUCTIONS - CHANGE ORDER NO. 2	- \$9,618.75
NET CHANGE	+ \$18,631.41
TOTAL WORK PERFORMED	\$449,914.16
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED	+ \$18,631.41

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____

Josh Meyer /s/ _____

OHIO - WEST VIRGINIA EXCAVATING COMPANY

By: *W. Roger Lewis /s/* _____

W. Roger Lewis _____

Print/Type Signature

President _____

Title

RECOMMENDED BY:

Terry Lively /s/ _____

TERRY D. LIVELY, P.S., P.E.
BELMONT COUNTY ENGINEER

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE ANNEX O (HAZARDOUS MATERIALS PLAN)
TO THE BELMONT COUNTY EMERGENCY OPERATIONS PLAN**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Annex O (Hazardous Materials Plan) to the Belmont County Emergency Operations Plan as prepared by the Local Emergency Planning Committee and approved by the State Emergency Response Commission pursuant to ORC 3750.04.

Note: This establishes the operational procedures for county officials and private organizations in the event of any hazardous materials incident.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE EMERGENCY MANAGEMENT
PERFORMANCE GRANT PROGRAM AGREEMENT FY 2020/EMA**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Emergency Management Performance Grant Program (EMPG) Agreement FY 2020, in the amount of \$55,085.53, on behalf of the Belmont County Emergency Management Agency.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
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October 7, 2020

Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING THE WATER AND WASTE SYSTEM
GRANT AGREEMENT (RUS BULLETIN 1780-12) WITH THE USDA**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Water and Waste System Grant Agreement (RUS Bulletin 1780-12) with the United States Department of Agriculture (USDA) for acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction.

Loan amount \$45,509,000.00 Grant amount \$14,987,000.00

Water and Waste System Grant Agreement
United States Department of Agriculture
Rural Utilities Service

THIS AGREEMENT dated October 7, 2020, between

Belmont County

a public corporation organized and operating under

Ohio Revised Code Chapters 133 and 6117

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 60,496,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 45,509,000.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 45,509,000.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 14,987,000.00 or 24.77 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 24.77 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated June 7, 2017, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

See Attachment A

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

All property - plant and equipment

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

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Page 6

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 14,987,000.00 which it will advance to Grantee to meet not to exceed 24.77 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

President

attested and its corporate seal affixed by its duly authorized

Clerk

Attest:

By Bonnie Zuzak

(Title) **Clerk**

By J. P. Dutton

(Title) **President**

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By _____
(Title)

Upon roll call the vote was as follows:

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

Mr. Dutton said this RUS Bulletin is something the USDA needed for their files. He said the projects will be going out to bid before the end of the year.

SMALL BUSINESS ASSISTANCE GRANT AGREEMENTS WITH VARIOUS BUSINESSES

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Belmont County CARES Act Small Business Assistance Grant Agreements with the following businesses:

• Computrak Business Inc. dba Soapys Auto Bath	Shadyside	\$10,000.00
• Johnny’s Bar	Bridgeport	\$10,000.00
• JML Photography	Martins Ferry	\$6,465.00
• Malco Scrubs & Embroidery	Martins Ferry	\$8,000.00
• Name Frames	Bellaire	\$10,000.00
• Village Dairy Bar	Shadyside	\$3,944.57
• Golden Nugget	Bridgeport	\$10,000.00
• Wholesale Auto Network	Bellaire	\$10,000.00
• MB Massage Therapy LLC	Shadyside	\$2,000.00
• American Graphix & Apparel	Martins Ferry	\$10,000.00
• V & V Homes	Shadyside	\$5,715.00
• Salon Virtuoso LLC	Bridgeport	\$1,500.00
• Ohio Valley PDR	Bellaire	\$10,000.00
• Bud’s Bloomers Flower Shop	St. Clairsville	\$10,000.00
• Approved Motors LLC	Barnesville	\$10,000.00
• Captina Creek Development	Jacobsburg	\$10,000.00
• Unique Treats by Jacquie	Bellaire	\$10,000.00

**BELMONT COUNTY CARES ACT SMALL BUSINESS ASSISTANCE GRANT AGREEMENT
Grant Agreement**

This GRANT AGREEMENT is entered into by and between the Board of County Commissioners of Belmont County, Ohio (“BELMONT COUNTY”), and see above list (“GRANTEE”), with a mailing address of various. BELMONT COUNTY and GRANTEE are sometimes collectively referred to in this AGREEMENT as “Parties.”

WITNESSETH THAT:

WHEREAS, in 2020, the United States began addressing problems and issues associated with the worldwide COVID-19 public health emergency (“Pandemic”); and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27, 2020, providing \$2 trillion economic relief packages to workers and families, small business, and state and local governments; and

WHEREAS, the COVID-19 pandemic has been detrimental for many local small businesses and workers, and BELMONT COUNTY is desirous of creating the Belmont County Small Business Relief Program to lessen the economic damage caused by the pandemic; and

WHEREAS, BELMONT COUNTY, in partnership with the Belmont County Auditor, Belmont County CIC, Belmont County Port Authority, Belmont County Tourism, Barnesville Chamber of Commerce, Bellaire Chamber of Commerce, Bridgeport Chamber of Commerce, Martins Ferry Chamber of Commerce, Shadyside Chamber of Commerce, and Saint Clairsville Chamber of Commerce have developed a Small Business Relief Program (“Program”) to provide Belmont County small businesses with some monetary relief of the business interruption costs caused by the Pandemic in the form of grants of CARES Act funding; and

WHEREAS, BELMONT COUNTY has engaged the Belmont County Auditor, Belmont County CIC, Belmont County Port Authority, Belmont County Tourism, Barnesville Chamber of Commerce, Bellaire Chamber of Commerce, Bridgeport Chamber of Commerce, Martins Ferry Chamber of Commerce, Shadyside Chamber of Commerce, and Saint Clairsville Chamber of Commerce to assist in the administration of the Program, which includes, the solicitation and review of applications, distribution of pass-through

grant funds to approved businesses and, in partnership with BELMONT COUNTY, follow up activities to ensure grantees comply with the requirements and obligations of the grant award; and

WHEREAS, GRANTEE submitted an application (“Grant Application”) for the reimbursement of certain costs of business interruption caused by required closures, such Grant Application is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, in accordance with the terms and conditions of this Grant Agreement, BELMONT COUNTY desires to distribute to GRANTEE a one-time payment in the amount of see above list (“Grant Funds”) to reimburse GRANTEE for certain costs that it incurred in relation to the interruption of its business due to required closures occurring as a result of the Pandemic.

NOW THEREFORE, in consideration of the mutual covenants by and between the Parties hereto, the Parties agree as follows:

1. BELMONT COUNTY hereby awards to GRANTEE, a grant in the amount of \$see above list for the purpose of reimbursing costs of business interruption caused by required closures arising from the Pandemic. The specific uses for the Grant Funds are detailed in the Grant Application, attached hereto as Exhibit A and incorporated herein by reference.
2. GRANTEE warrants and represents that by accepting the Grant Funds at the time it submitted its Grant Application that it met the eligibility requirements of the Program set forth on Exhibit B, attached hereto and incorporated herein by reference. If at any time, it is determined that GRANTEE did not meet the eligibility requirements at the time it submitted its Grant Application, all of the Grant Funding shall be immediately repaid to BELMONT COUNTY by GRANTEE.
3. GRANTEE understands and agrees that the Grant Funds provided to the GRANTEE shall be used for only the expenses identified in the Grant Application. Any other use of Grant Funds, without prior written approval of BELMONT COUNTY, shall be considered a non-allowable expenditure. If at any time, it is determined that Grant Funds were used to pay for any non-allowable expenditure, all or a part of the Grant Funding (as determined by BELMONT COUNTY in its sole discretion) shall be immediately repaid to BELMONT COUNTY by GRANTEE.
4. GRANTEE understands and agrees that it shall not use Grant Funds to reimburse ineligible expenses identified on Exhibit C, attached hereto and incorporated herein by reference. If at any time, it is determined that Grant Funds were used to pay for ineligible expenses, all or a part of the Grant Funding (as determined by BELMONT COUNTY in its sole discretion) shall be immediately repaid to BELMONT COUNTY by GRANTEE.
5. GRANTEE warrants and represents that all statements, records and information submitted to BELMONT COUNTY in relation to this Grant are true and accurate. GRANTEE understands and agrees that if at any time it is determined that such statements, records and information were not true and accurate, all of the Grant Funding shall be immediately repaid to BELMONT COUNTY by GRANTEE.
6. The GRANTEE agrees to submit a Grant Close-Out Report no later than November 30, 2020, in the form of Exhibit D, attached hereto and incorporated herein by reference, which will include, but is not limited to, the following: (a) the number of jobs retained and/or created; (b) summary of the impact the funds had on the business and its operations; and (c) documentation of expenses reimbursed with Grant Funds. If it is determined that the GRANTEE cannot properly substantiate all or a part of its Eligible Expenses, all or a part of the Grant Funding (as determined by BELMONT COUNTY in its sole discretion) must immediately be repaid to BELMONT COUNTY by GRANTEE.
7. GRANTEE shall keep all records, financial or otherwise, relating to use of Grant Funds received pursuant to this Grant Agreement for at least five (5) calendar year following receipt of such funds. BELMONT COUNTY shall at any reasonable time have the right of access to and right to review or audit any and all such records pertinent to the administration and operation of the Grant and that said records shall be maintained in a manner to facilitate such reviews and audits.
8. GRANTEE may, at any time after execution of this GRANT AGREEMENT, terminate the Grant, in whole or in part, upon written notification to BELMONT COUNTY. In the event of such termination, any Grant Funds that have not been used to reimburse expenditures in a manner provided for herein shall be immediately repaid to BELMONT COUNTY by GRANTEE.
9. GRANTEE certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.
10. GRANTEE agrees to comply with all pertinent provisions of the Drug Free Workplace Act.
11. GRANTEE shall comply with the requirements of all applicable laws and regulations governing the performance of its duties under this GRANT AGREEMENT.

October 7, 2020

12. This GRANT AGREEMENT shall be interpreted in its entirety in accordance with the laws of the State of Ohio.

13. This GRANT AGREEMENT, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this GRANT AGREEMENT.

14. This GRANT AGREEMENT shall terminate November 30, 2020, unless extended by written agreement of the parties before that date or otherwise terminated as provided herein. Those provisions of the GRANT AGREEMENT which by their very nature are incapable of being performed or enforced prior to expiration or termination of this GRANT AGREEMENT or which suggest at least partial performance or enforcement following such expiration or termination, shall survive any such expiration or termination.

15. This GRANT AGREEMENT may be amended at any time, or any provision hereof may be waived, by written consent of BELMONT COUNTY and GRANTEE.

16. GRANTEE shall sign and return this GRANT AGREEMENT within ten (10) calendar days of receipt or the Grant Funding may be forfeited, and provide its bank account routing number for grant fund payment (see attachment) or an authorized representative can pick-up the check, or the Grant Funding may be forfeited.

IN WITNESS WHEREOF, this GRANT AGREEMENT is effective upon the date of the last signature.

I have the authority to sign this GRANT AGREEMENT and do so in my respective capacity.

GRANTEE - NAME: (SEE ABOVE LIST OF BUSINESSES)

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO

Signature: *J. P. Dutton /s/* _____

J. P. Dutton

Signature: *Jerry Echemann /s/* _____

Jerry Echemann

Signature: *Josh Meyer /s/* _____

Josh Meyer

Date Signed: 10-7-2020

Upon roll call the vote was as follows:

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

Mr. Dutton said, "This is Phase One of the Small Business Assistance Grant program created in Belmont County. This is one of the allowable ways we can use those CARES Act dollars. We thought that it was a great use of these funds to provide assistance to companies that had not received any federal assistance at this point."

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, inquired about the re-openings of the senior centers. Mr. Dutton said some of them may open at the end of the month. Evaluations are being done to make sure we can meet all of the standards set by the state. He said we want to make sure the seniors are entering a safe environment.

RECESS

**IN THE MATTER OF ADOPTING THE PROCLAMATION
IN RECOGNITION OF BREAST CANCER AWARENESS MONTH**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the proclamation in honor of Breast Cancer Awareness month.

Proclamation

National Breast Cancer Awareness Month

WHEREAS, breast cancer is the most common cancer in women overall. It is the most frequently diagnosed cancer among women in 140 of 187 countries worldwide. Currently the average risk of a woman in the United States developing invasive breast cancer during her lifetime is 13%; and

WHEREAS, since 1989 the breast cancer death rate has declined by 40% through 2017. This decline can be attributed to both improvements in treatment and early detection; and

WHEREAS, at this time there are more than 3.8 million breast cancer survivors in the United States, including women still being treated and those who have completed treatment; and

WHEREAS, we recognize breast cancer survivors, those battling the disease, their families, friends, and co-workers who are a source of love, encouragement, and support, and applaud the efforts of medical professionals and researchers working to find a cure for this deadly disease; and

WHEREAS, National Breast Cancer Awareness Month is an opportunity to unite all citizens in Belmont County to raise awareness of the disease.

NOW, THEREFORE, BE IT RESOLVED the Belmont County Commissioners do hereby recognize October as **BREAST CANCER AWARENESS MONTH** and call this observance to the attention of all our citizens.

Adopted this 7th day of October, 2020.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____

Josh Meyer /s/ _____

Upon roll call the vote was as follows:

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

Rob Sproul, Deputy Health Commissioner, said on average, every two minutes a woman is diagnosed with breast cancer in the United States. If caught early, the fatality rate is low. He noted, although rare, men get breast cancer too.

Rob Sproul, Deputy Health Commissioner

Re: COVID-19 Update

Rob Sproul, Deputy Health Commissioner, said there are 758 positive cases, 697 recoveries, 34 isolated, two are hospitalized and 25 deaths. Mr. Sproul said they are still working with the schools and have a good working relationship with them. He said 220,000 rapid test kits will be sent weekly to each state to be used in schools. Mr. Sproul noted this are some issues with the reliability of rapid testing.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:11 A.M.

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

Upon roll call the vote was as follows:

October 7, 2020

SMITH TWP. SEC. 2, T-6, R-4/RD IMP 1177 Belmont County, Ohio
**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.**
Rd. Imp. #1177

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 14th day of October, 2020, in the office of the Commissioners with the following members present:

Mr. Dutton
Mr. Echemann
Mr. Meyer

Mr. Dutton moved the adoption of the following Resolution:

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

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

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

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

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

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

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

Adopted the 14th day of October, 2020

Bonnie Zuzak /s/
Clerk, Board of County Commissioners,
Belmont County, Ohio

**Reconvened Friday, October 9, 2020 at 10:30 a.m. Present: Commissioners Dutton and Meyer.
Absent: Commissioner Echemann**

Mr. Dutton said the meeting was left open for the road views and any further business that may arise. This is no further business for the board to consider at this time.

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 10:30 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of October, 2020.

J. P. Dutton /s/

Jerry Echemann /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, J. P. Dutton and Bonnie Zuzak, 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.

J. P. Dutton /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK